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AGREEMENT (OFFER)
Between Participants in Electronic Communications on the Application of Digital Signatures (hereinafter, the "Agreement")

Moscow dated _____, 20__

National Research University Higher School of Economics (hereinafter referred to as "HSE University" or the "University"), hereby offers the User (hereinafter, the "User") the opportunity to subscribe and accede to the terms of the Agreement, in accordance with the procedure set forth in the Agreement, pursuant to the following conditions:

1. TERMS AND DEFINITIONS

1.1. An e-document is a record with tangible information presented in an electronic format, i.e., in a form suitable for human perception, with the use of computers, as well as transmission via information and telecommunication networks, or processing via information systems.

1.2. A digital signature refers to information in an electronic format, which is compiled with other information in electronic form (information which may be signed) or otherwise associated with such information, and which is used to identify signatories.

1.3. A simple digital signature shall mean a digital signature that confirms the fact that a digital signature was generated on the part of a specific User through the use of codes, passwords, or other appropriate means. A simple digital signature key, used in an HSE University's information system, shall be considered confirmation of the creation of the simple digital signature by said User.

1.4. A simple digital signature key (hereinafter, an "SDS key") shall refer to a set of data items that in aggregate form an open key and a private key, respectively. The open key shall include the User's login to the University's information system and may include other components certifying that the SDS key belongs to the given User. A private key, in turn, must include the User's password for HSE University's information system, and as well may include additional components as provided to the User via appropriate technical means.

1.5. The electronic flow of documents shall refer to the process of exchanging e-documents, signed with a digital signature, between the Parties.

1.6. The User's personal account (hereinafter, "personal account" or "PA") is an element of HSE University's information system, or the Operator of the e-document flow system, which contains personalized information about the User, while the information system's functions are accessible to the User in accordance with their respective access rights. Rights for creating, processing, approving, and signing e-documents, as well as conducting other legally significant actions involving the use of a digital signature, may be granted via a personal account.

1.7. HSE University's information system/the Operator of the e-document flow system shall mean the information system or systems that the Parties use to communicate electronically.

1.8. Electronic communication shall refer to the online exchange of data and documents with the application of information/communication technologies.

1.9. A document is the common term for the documentation that is exchanged

between the Parties.

1.10. A login is a unique sequence of characters that ensures the proper identification of the User and is used for entering their personal account.

1.11. A password shall mean a sequence of characters that is known solely to the User concerned or which has been issued to the User for entering their personal account.

1.12. A primary password is a password for initial login to a personal account, representing a sequence of characters generated by HSE University upon the registration of the User's personal account in the University's information systems for the purpose of subsequent access to his/her personal account. An initial password shall consist of a combination of letters, figures, and other symbols, arranged in a certain sequence.

1.13. The compromising of a simple digital signature shall mean unauthorized access (or suspected access) to the private key of a simple digital signature, as well as situations when a password to HSE University's information system has been lost or left in the public domain (e.g., sent openly by email, or left in a place accessible to third parties), or disclosed to third parties, e.g., as a result of a virus threat to computer equipment (e.g., computers or mobile devices).

1.14. The Consent Form for indicating consent to the terms of the Agreement is a document drawn up as per the template approved by a respective HSE University directive, thus confirming the User's consent to the terms of the Agreement (acceptance of the Offer).

2. SUBJECT OF THE AGREEMENT

2.1. The Parties hereby agree to use e-documents (including the exchange of e-documents) signed with the use of the User's digital signature and acknowledge that the User shall carry out actions with legal effect, as determined in Clause 2.3 hereof, with the use of a digital signature. Furthermore, the Parties shall hereby deem such documents that have been signed with a simple digital signature in the University's information system as being equivalent to hard-copy documents personally signed by the User.

2.2. Several of the e-documents specified in Clause 2.3 hereof may be signed using a single digital signature (e.g., set of e-documents). Upon the signing of a set of e-documents with the use of a digital signature, each e-document in the given set shall be deemed to have been executed with the same digital signature.

2.3. The Parties hereby agree that, as part of their electronic communication, the User may sign any document/perform any legal action using a simple digital signature (if possible), except for documents that may not be signed/executed with the use of a simple digital signature as per the legislation of the Russian Federation or the University's own bylaws.

So as to avert any doubt, the following documents/legal actions can be signed/performed by the User with the use of a simple digital signature:

2.3.1. agreements, including agreements for educational services, and other contracts, agreements, and addenda to agreements and contracts between the User and HSE University;

2.3.2. any documents drawn up and signed by the User unilaterally, including statements, applications, notifications, consent forms, letters, explanations, representations, and other assurances or references addressed to HSE University, as well as schedules and legal notifications related to the emergence, change in, or termination of the User's rights and obligations, including those arising from contracts and agreements between the User and the University;

2.3.3. documents relating to study processes, including applications, statements, minutes, and explanations;

2.3.4. any notes made on incoming and outgoing documents at HSE University,

including acknowledgements/certificates of receipt and understanding of directives, schedules, applications, assignments, constituent documents, internal bylaws, and/or refusals to familiarize themselves with documents, as well as consent forms or assurances;

2.3.5. any other documents and legal actions.

2.4. An e-document signed with the use of a simple digital signature may be presented as evidence in court proceedings, and/or submitted to state bodies, local government bodies, and other organizations upon their request.

2.5. The User may not use the simple digital signature for signing documents if the option for such signing is not embedded in the University's information system. A document which is signed with the User's simple digital signature and which a University staff member receives by email will not be deemed to have been signed with the digital signature if the University has not independently established such a procedure.

3. RULES FOR PERSONAL IDENTIFICATION OF SIGNATORIES OF ONLINE DOCUMENTS BY THEIR SIMPLE DIGITAL SIGNATURE

3.1. The User may use a simple digital signature to sign those documents specified in Clause 2.3 hereof, as well as engage in legal actions with the use of the simple digital signature while interfacing with HSE University’s information systems.

3.2. The User can access his/her personal account maintained by the University using the login and the initial password, which is provided to the User by HSE University. In turn, the User must change the password initially provided to a password of their own devising.

3.3. A simple digital signature shall be created in the information system after the respective features of the simple digital signature (e.g., login, date, and time of signing the document, etc.) have been entered in the special register of the University’s information system.

3.4. The signatory’s identity, or the identity of a person who has carried out a legal action in a personal account, shall be verified by checking (matching) the simple digital signature against both the details provided by the User in the Consent Form for consenting to the terms of the Agreement and the User’s own SDS key.

3.5. HSE University shall upload e-documents to its information system, as this is the necessary and sufficient condition for ascertaining if a given e-document has been actually issued by the University.

3.6. HSE University guarantees that the software, equipment, and facilities, which are used for its e-document systems are sufficient for protecting information and electronic paperwork from any unauthorized access and modifications, as well as with respect to ascertaining the origin and authorship of the respective e-documents.

4. RIGHTS AND OBLIGATIONS

4.1. The Parties shall be obligated to:

4.1.1. maintain the confidentiality of any information, e.g., login and initial password, which are necessary for using and generating a digital signature;

4.1.2. notify each other accordingly if documents signed with a digital signature cannot be exchanged electronically due to a technical failure in either of the Parties’ internal systems. If such a failure should occur, the Parties should exchange hard-copy documents, manually signed by the respective signatories;

4.2. The User shall be obligated to:

4.2.1. maintain the confidentiality of information and data which is necessary for generating and using a digital signature, including the login and password; carefully and

diligently safeguard their password, as well as refrain from disclosing it to third parties, including HSE University representatives;

4.2.2. if the User's simple digital signature has been compromised, promptly notify the University about this via contacting the University's hotline service using the contacts posted on the University's corporate website at: https://it.hse.ru/.

The User shall bear the risks associated with instances of their simple digital signature being used in violation of the terms and conditions hereof and the rules established by the digital document flow Operator, and he/she shall be responsible for its correct use. If the User fails to notify the University of an instance when their simple digital signature is compromised, all e-documents submitted and signed on behalf of the User using compromised analogues of their personal manual signature shall be deemed to have been signed with the User's simple digital signature, while any transactions, actions, and agreements performed by the University on the basis of such e-documents shall be deemed to have been committed (concluded) by the User's free will;

4.2.3. ensure an appropriate level of information security and anti-virus protection of equipment (e.g., computers, mobile devices) with an online connection, which should be sufficient to rule out any compromises of the simple digital signature, whenever this signature is used;

4.2.4. use the licensed software when the simple digital signature is used when signing e-documents, as well as the login and password for accessing the University's information systems;

4.2.5. immediately halt the use of the simple digital signature should it be compromised;

4.2.6. only use the simple digital signature within the framework of the Agreement, and in accordance with the rules established by HSE University for personal accounts in its respective information systems, where the e-document flow is maintained.

4.2.7. inform HSE University about any changes in their contact details no later than within seven (7) working days after such changes have been made;

4.2.8. regularly (at least once per month) read information posted by the University in the User's personal account.

4.3. HSE University shall be obligated to:

4.3.1. accept e-documents signed with the User's simple digital signature, provided that the respective e-document has been duly executed and signed using the correct simple digital signature;

4.3.2. inform the User about circumstances that are important for the execution of this Agreement, e.g., via the University's information systems;

4.3.3. ensure the security of information systems and use software, equipment, and technical means that are deemed sufficient for protecting information and e-documents from unauthorized access and modification, as well as for the confirmation of the authenticity and authorship of e-documents.

4.4. Pursuant to Article 431.2 of the Civil Code of the Russian Federation, the User hereby confirms to HSE University that he/she will carefully check the contents and data specified in the documents signed with a digital signature. By signing a document with their simple digital signature, the User acknowledges and agrees with the contents of the given document.

4.5. If there are any signs of a security breach or fraudulent operations during the application of the User's simple digital signature, the University is entitled, at its own discretion, to suspend the acceptance and execution of e-documents signed with the User's

simple digital signature.

5. PERIOD OF VALIDITY OF THE AGREEMENT AND ITS AMENDMENTS

5.1. The Agreement represents an offer, and by signing the Consent Form the User agrees with and consents to the terms of the Agreement.

The offer shall remain valid indefinitely and shall not be deemed a public offer.

Furthermore, the User's Consent Form for consenting to the terms of the Agreement may be signed as per the procedure determined by the University:

– electronically, with the application of the User's enhanced non-qualified digital signature in the respective information system, as used by the University for exchanging e-documents;

– in hard copy presented by an authorized University staff member.

5.2. This Agreement is concluded by the Parties for an indefinite period and shall come into force as at the date when the University receives a Consent Form signed by the User in the information system to confirm their consent to the terms of the Agreement, or from the moment when the duly authorized University staff member receives a hard copy thereof.

5.3. The Parties have come to an agreement that the use of the simple digital signature is sufficient for the identification of the User's identity, subject to the absence of evidence that the respective digital signature as used by the User was compromised. The User is entitled to unilaterally withdraw from the Agreement at any time by notifying the University in writing no later than 30 calendar days before the intended withdrawal date, with the exception of those instances where the User is a party to employment relations with HSE University. The User shall send said notice using one of the following ways, at their discretion:

5.3.1. by sending a hard-copy notice made in writing to the University’s Student Service Centre at the following address: 11 Pokrovsky Bulvar, Moscow, with acknowledgement of its receipt on the part of the University;

5.3.2. by sending a hard-copy notice made in writing by post to the University’s postal address (by registered letter with acknowledgement of receipt).

5.4. HSE University is entitled to unilaterally withdraw from the Agreement at any time, by notifying the User about this in writing no later than 30 calendar days before the intended termination date using one of the following means, at its own discretion:

5.4.1. by sending a message to the User’s mobile phone number, as specified in the Consent Form for consenting to the terms of the Agreement, as used by the User to receive messages. The date of the dispatch of the relevant message to the User’s address will be deemed to be the notification date;

5.4.2. by sending a notice to the User’s personal account via HSE University’s information system, where access was provided to the User and a digital signature was used. The date when the notice is sent to the User’s personal account will be deemed to be the notification date;

5.4.3. Via personal delivery of a written notice to the User with acknowledgement of receipt on the part of the University’s authorized representative. The date of the delivery notification to the User shall be deemed to be the notification date.

5.5. HSE University may amend the Agreement unilaterally.

5.6. In turn, the University shall inform the User about the proposed amendments to the Agreement using any means of communication specified in Clause 5.4 hereof, or by publishing the amendments on the HSE University website (portal) at: https://www.hse.ru/studyspravka/sev. All amendments and alterations come into force within

10 calendar days from the date when the User is duly informed. Should the User disagree with said amendments and alterations proposed by the University, said User may unilaterally withdraw from the Agreement as per Clause 5.3 of the Agreement.

5.7. After the Agreement termination date, the University is entitled to refuse to accept and execute documents signed with the User's digital signature.

5.8. The termination of the Agreement shall not release the Parties from their respective obligations arising prior to the Agreement's termination, and it shall not entail the termination of other contracts, agreements, or documents signed with the User's simple digital signature. All documents that have been signed as per the procedure established under this Agreement or other contracts and agreements, shall remain valid.

6. MISCELLANEOUS

6.1. The User hereby undertakes to ensure the accuracy and relevance of his/her personal data throughout the entire period of data processing at HSE University.

6.2. The User hereby guarantees that the information provided by them in the Consent Form for consenting to the terms of the Agreement is accurate, and that he/she is the lawful owner of the telephone number that can be used for receiving messages from HSE University, and that said telephone number will not be used by third parties.

6.3. The User's personal data shall be processed by HSE University, pursuant to Clause 5, Part 1, Article 6 of Federal Law No. 152-FZ "On Personal Data," dated July 27, 2006, for the purposes of this Agreement.

6.4. With respect to any other aspects of relations that remain unregulated by the Agreement, the Parties shall be guided by the legislation of the Russian Federation and HSE University's own bylaws, which may be viewed on the University's website at https://www.hse.ru/docs, as well as other contracts and agreements concluded between the Parties.