

PROVISION

On the Academy of Billiards of the Ukrainian Billiard Association

I. General Part

1. The Academy of Billiards of the Ukrainian Billiard Association (hereinafter the Academy) shall be a non-profit institution aimed at involving wide circles of the population and, first and foremost, children and youth, in going in for billiard sports; assisting in implementing state programs of the development of billiard sports, improving a system of training of highly qualified athletes, their successful performance in competitions including international; creating conditions for raising a social status of billiard sports.

2. The Academy shall not be a juridical person and shall be governed in its activities by the current legislation of Ukraine, the Charter of the “Ukrainian Billiard Association” Non-Governmental Union, the Provision on the Academy of Billiards of the Ukrainian Billiard Association (hereinafter the Provision) as well as by the Agreement for Joint Activities for Involvement of Wide Circles of Population in Going in for Billiard Sports (hereinafter the Agreement for Joint Activities and/or Agreement) made between its Participants whereupon the latter shall obtain a status of the Academy Members.

3. The name of the Academy in three languages:

1) full in -

Ukrainian - Академія більярду Української більярдної асоціації;
Russian - Академия бильярда Украинской бильярдной ассоциации;
English - Academy of Billiards of the Ukrainian Billiard Association.

2) short in -

Ukrainian - Академія більярду УБА та/або АБУБА;
Russian - Академия бильярда УБА и/или АБУБА;
English - Academy of Billiards of the UBA and/or ABUBA.

4. The Founder of the Academy and the user of proprietary intellectual property rights to use the commercial name of the Academy and its logotype shall be the “Ukrainian Billiard Association” Non-Governmental Union (hereinafter the UBA).

5. The Academy shall have a private form of ownership be a non-profit institution operating on the principles of self-repayment and/or be subsidized by its Members. Studying at the Academy may be paid and free as independently determined by each Academy Member.

6. The Academy shall be considered as having no category to be assigned, in an established manner during the state attestation by the Ministry of Youth and Sports (hereinafter the MinmolSport), to children-and-youth sports schools.

7. Establishment, reorganization and liquidation of the Academy shall be carried out by the Founder in an established manner upon termination of the Agreement for Joint Activities without its further renewal.

II. Composition and Organization of Activities of the Academy

8. The Academy shall compose of separate natural and juridical persons that have voluntarily combined based on the Agreement for Joint Activities (without combining a property and/or financial resources, that is, without establishing a simple partnership).

9. The Academy Members may be natural and juridical persons of any organizational-and-legal form having the right and capacity (including a statutory capacity), an appropriate material base (premises, equipment and facilities) for going in for billiard sports and/or industry-specific education, professional knowledge and skills thanks to which they teach, on a permanent basis, other (third) natural persons any type of billiards (pyramid, snooker, pool and so on).

10. The Academy Members shall maintain their legal status, identity and independence in carrying out their financial-and-economic activities, which they had before accessing the Agreement for Joint Activities as its Participants and gaining membership at the Academy.

11. The Academy Members, in particular, institutions and organization of sports orientation, having material, financial and other resources to organize teaching to play billiards, shall:

1) provide other Academy Members, on privileged terms, with premises, facilities and equipment to conduct billiard sports exercises, however, the property provided for a privileged use for joint activities shall not pass into a joint ownership of the Academy;

2) create conditions for safe conduct of exercises in their premises according to the norms of the current legislation;

3) receive from other Academy Members, teaching citizens to play billiards, an agreed compensation for costs related to the exploitation of equipment (amortization) and premises (utilities);

4) gratuitously use the name of the Academy, its logotype and form for achieving joint purposes, advertise the Academy during performances of its students in sports competitions both in Ukraine and outside it.

12. The Academy Members having industry-specific education, professional knowledge and skills thanks to which they teach on a permanent basis other (third) natural persons any type of billiards (pyramid, snooker, pool and so on) shall:

1) establish schools of billiard mastery in one or the other type of billiard sports, independently recruit students, conduct an additional recruitment of the coaching staff, carry out financial-and-economic activities, keep accounting and pay taxes;

2) by personal labor (trainer, consultant, tutor, physician and so on), implement purposes and assignments of joint activities;

3) compensate other Academy Members providing, on privileged terms, the premises, facilities and equipment to conduct billiard sports exercises, for costs related to the exploitation of equipment and facilities (amortization) as well as premises (utilities);

4) gratuitously use the name of the Academy, its logotype and form for achieving joint purposes, advertise the Academy during performances of its students in sports competitions both in Ukraine and outside it;

5) enjoy the privileges and preferences of the financial-and-economic character during sports competitions, other events under the auspices of the UBA.

13. The Academy Founder shall:

- 1) for the duration of the Agreement for Joint Activities, provide to other Academy Members, for a free use (on sublease), the nonexclusive proprietary intellectual property rights to use the commercial name of the Academy and its logotype;
- 2) grant financial-and-economic preferences to the Academy Members (their representatives) during billiard competitions (tournaments), other sports events held under the auspices of the Founder;
- 3) regularly place, on the UBA's official website, the materials on the Academy, its schools, the achievements of its students;
- 4) as a party authorized by other Agreement Participants, conduct common affairs of the Academy Members based on a relevant written proxy of the Agreement Participants.

III. Management of the Academy

14. Joint affairs for the Participants in the Agreement for Joint Activities, in particular, concerning the Academy activities shall be conducted by the Agreement Parties (Academy Members) by their joint consent according to Article 8 of the Agreement for Joint Activities.

15. Overall management of the Academy shall be carried out by its Founder according to the terms and conditions of the Agreement for Joint Activities under which its Participants authorize the Founder to conduct joint affairs of the Academy Members.

16. Direct management of the Academy shall be carried out by its President appointed to the position (dismissed from the position) by the Academy Founder according to the Charter of the UBA and accountable to him.

17. To the position of the Academy President, a person having education (preferably pedagogical and/or in physical education and sports) of educational-proficiency level of "bachelor", "specialist" or "master" shall be appointed.

18. The Academy President shall:

- 1) carry out direct management of the Academy and conduct current affairs, coordinate joint activities of the Academy Members;
- 2) represent the Academy at enterprises, in institutions, organizations and authorities;
- 3) issue, within the limits of his powers, orders and ordinances and control their execution;
- 4) have the right of the signature of documents on behalf of the Academy as well as the right of the second signature of financial documents;
- 5) be a depositary of the Agreement for Joint Activities as well as of Protocols on Accession and Additional Protocols to the said Agreement;
- 6) keep the Register of the Academy Members, in particular, of schools of sports mastery;
- 7) organize and control conducting education-and-training and sports work including complying with the requirements of protection of health and safety, anti-doping legislation, sanitary-and-hygienic, fire protection norms and safety regulations;
- 8) bear responsibility for the performance of tasks set to the Academy, the condition and safekeeping of buildings and other property passed over to the Academy for use and possession.

19. The Academy Founder may appoint, by his decision, the Honorary Academy President working on a volunteer basis, from famous public and/or state figures.

The Honorary Academy President shall have the right to vote (three votes) at meetings of the Academy Members, take part in all events of the Academy, represent the Academy during ceremonial events and so on.

20. By the decision of the UBA Board, the Guardian Board and Parents' Committee may be established and operate at the Academy:

1) the Guardian Board shall be formed by the Academy Members, approved by the UBA Board and shall control the Academy's compliance with the requirements of the current legislation in carrying out joint activities, organize charity events concerning financial support for the Academy.

2) interests of children and youth shall be represented at the Academy by the Parent's Committee that shall be elected at general meetings of children's parents, approved by the UBA Board and shall introduce recommendations to the Academy management in respect of an education-and-training process at the Academy.

IV. Financial-and-Economic Activities and Material-and-Technical Base of the Academy

21. Financial-and-economic activities of the Academy shall be carried out according to the legislation and this Provision.

22. Financial operations relating to joint common activities of Agreement Parties and/or Academy Members shall be carried out through a current account of the Agreement Member named as the "Lider BMC" LLC.

23. Documents providing carrying out financial operations of the Academy Members shall be signed by Founder of the Academy (by its President) authorized to conduct joint affairs as well as by the Academy Member (Agreement Participant) through which financial operations shall be carried out.

24. Other Academy Members shall have the right to control activities of an Academy member through which financial operations within the Agreement for Joint Activities shall be carried out, by inspecting bookkeeping and other documents of the latter.

25. Academy financing shall be carried out in an established manner using the funds of the Founder of the Academy, its Members, donations of patrons and sponsors, other sources not prohibited by the current legislation.

26. The Academy may have its own or leased material-and-technical base or such that is provided to it by its Members for a privileged use.

27. All revenues obtained by each Academy Member from joint activities shall be used by this Member independently, at its discretion, including the same to reimburse costs and cover losses from joint activities.

28. Payment of joint activities profit tax and other obligatory charges shall be performed by each Academy Member independently in a manner provided by the current legislation of Ukraine.

29. Joint costs and losses of the Academy Members shall be covered using their profits obtained from joint activities.

30. Reimbursement of debts obtained from joint activities and for the interests of all Academy Members shall be carried out on a solidary basis, if the Academy ceases its activities (dissolution of the Agreement by mutual consent of the Parties without its further renewal).

V. International Cooperation

31. The Academy, if there is an appropriate material-and-technical base, shall have the right to keep international sports contacts with sports organizations of other countries, take part in international events, hold exchange of delegations aimed at studying international work experience.

32. The Academy shall have the right to make agreements for cooperation, set up direct ties with educational establishments, scientific institutions, enterprises, organizations, non-governmental organizations of other countries, to be approved by the UBA Board.