Appendix

Decision N 5_L of the Board of Trustees of the
"National Center for Professional Education Quality Assurance"
foundation, May 5, 2025

INTERNAL DISCIPLINARY RULES

OF THE "NATIONAL CENTER FOR PROFESSIONAL EDUCATION QUALITY ASSURANCE" FOUNDATION

1. GENERAL PROVISIONS

1. The internal disciplinary rules (hereinafter referred to as the "Rules") of "National Center for Professional Education Quality Assurance" foundation (hereinafter referred to "ANQA" or the "Employer") defines the peculiarities of employment relations in accordance with the legislation of the Republic of Armenia.

2. The Rules aims to create favourable working conditions at ANQA, promote effective work and foster workplace discipline.

3. The Rules have been adopted pursuant to Article 218 of the Labour Code of the Republic of Armenia and point 6 of Part 1 of Article 2 of the Law of the Republic of Armenia on Legal Acts.

4. The Rules shall be binding on ANQA and its Employees in labour and civil law relationship during the term of the contract, within ANQA's area of operation, at the hours specified herein and also apply to work duties performed of ANQA's premises.

5. The employment relationship shall arise from the moment of the conclusion of a relevant employment contract between ANQA and the Employee.

6. The Employees shall be notified of the Rules, subsequent supplements and amendments via email or through ANQA's website within a maximum of 5 (five) working days.

7. The relations not provided for or regulated by the Rules shall be governed by the Labour Code of the Republic of Armenia, other normative legal acts, the employment contract, the Code of Ethics and Rules of Conduct of "National Center for Professional Education Quality Assurance" foundation (hereinafter referred to as the "Rules of Ethics and Conduct"), the Policy and Procedure for Human Resources Management of "National Center for Professional Education Quality Assurance" foundation (hereinafter referred to as the "Policy and Procedure for Human Resources Management"), the Document Flow Procedure of "National Center for Professional Education Quality Assurance" foundation (hereinafter referred to as the "Document Flow Procedure") and other internal legal acts.

8. The terms used in these Rules shall have the following meanings:

Employee — a capable natural person under a contractual employment relations with ANQA who receives remuneration and performs certain work for the benefit of ANQA based on a specific profession, qualification or position.

Employer — ANQA, a legal entity established by the Government of the Republic of Armenia, which is

in employment relations with the Employee and uses the work of the Employees on the basis of an employment contract and (or) in accordance with the procedure prescribed by law.
Place of work — ANQA's address (16 Kievyan Str., Yerevan, 0028).
Employee's direct manager — the official to whom the Employee is directly subordinate and accountable under the employment contract.
Workplace — a designated area of the Foundation where an Employee or group of Employees perform their work duties.

2. ESTABLISHMENT AND TERMINATION OF EMPLOYMENT RELATIONS

9. The employment relations at ANQA shall arise on the basis of an employment contract concluded between ANQA and the Employee. An employment contract may be concluded for an indefinite or a fixed term, as well as on a part-time (concurrent employment) basis.

10. ANQA may enter into a paid service provision contract with other persons to meet its operational needs for a period of up to one year. These Rules shall be binding on these persons insofar as they relate to their work activities. In other cases, the relations between the parties shall be regulated by the Civil Code of the Republic of Armenia.

11. Employment relations between ANQA and the Employee shall arise upon the conclusion of the employment contract. The employment contract shall be concluded in two copies, in writing, through the preparation of one document. The Employee shall be obliged to commence work on the day specified in the contract. ANQA shall be obliged to introduce the Employee to their duties and rights, ANQA's internal documents, particularly, the Policy and Procedure for Human Resources Management, Rules of Ethics and Conduct, these Rules and other internal legal acts, as well as to provide the Employee with relevant work.

Failure to appear at work on the date specified in the employment contract without a valid reason shall be grounds for termination of the employment contract.

12. The copy of an individual legal act on accepting for employment, as well as on rescinding the employment contract shall be delivered to the Employee within three days following its adoption.

13. Candidates for employment shall provide the following documents:

1) copy of an identity document (passport, identification card, social security card or social service number or a statement of information on their absence issued by the Ministry of Internal Affairs of the Republic of Armenia);

2) CV europass and one 3*4 photo

3) copy of certificate on education or required qualification where the work is related to certain type of education or professional qualification;

4) statement of information on previous employment, if the job description requires work experience;

5) other documents prescribed by law or other normative legal acts. When submitting the copies of documents, the Employee shall also present the originals.

In the case of employing a foreign citizen employee, employment relations shall also be regulated by the Law of the Republic of Armenia on Foreigners and relevant sub-legislative acts.

14. The recruitment, onboarding, evaluation and retention of ANQA's Employees shall be carried out in accordance with the Policy and Procedure for Human Resources Management.

15. When concluding the employment contract, a probation period of up to three months shall be set upon the consent of the parties. During the probation period, the Employee shall enjoy all

employment rights and assume all responsibilities.

16. The director shall conclude the employment contract on behalf of ANQA, while other functions related to the employment contract, as specified in the Labour Code of the Republic of Armenia and these Rules, shall be performed by ANQA's Human Resources Management officer. The employment contract with the director shall be concluded by the chair of ANQA's Board of Trustees.

17. The employment contract with the Employees may be rescinded exclusively on the grounds and in the manner prescribed by the Labour Code of the Republic of Armenia, with ANQA notifying the Employee within the timeframe established by the Labour Code of the Republic of Armenia.

18. On the day of the termination of the employment contract, ANQA shall make a final settlement with the Employee, paying their salary and other equivalent payments.

3. WORKING REGIME AND REST TIME

19. ANQA shall set a five-day working week with two days off. The days off shall be Saturday and Sunday (hereinafter referred to as "days off").

20. ANQA's workday shall start at 9:00 am and end at 6:00 pm (hereinafter referred to as "working hours").

21. ANQA's work break shall last one hour, usually from 1:00 pm to 2:00 pm (hereinafter referred to as the "break time"). The break time may be rescheduled based on work needs.

22. ANQA shall be guided by the rules and requirements set forth in the Labour Code of the Republic of Armenia concerning break, overtime and night work.

23. The absence of ANQA's Employee shall be considered excused if:

1) work requires the Employee to relocate from his/her primary workplace to another location to perform their duties and exercise their powers,

2) the Employee participates in professional training or other professional capacity building activities initiated or offered by ANQA. Failure to participate in professional training or capacity building activities shall be considered an unexcused absence,

3) the Employee is on annual leave,

4) the Employee is on special purpose leave,

5) the Employee may combine research, educational, and creative activities while performing his/her work duties and exercising his/her powers,

The Employee shall receive permission, by order of ANQA's director, provided he/she has previously submitted a reference from the educational institution or research organisation, along with the work schedule, to their direct manager and the director.

6) the Employee is absent due to incapacity for work, illness, or unforeseen events lasting one or more days, which requires the Employee to submit a document validating the absence to their direct manager,

7) it is related to the Employee's marriage for up to three working days,

8) it is related to the funeral of a deceased family member, for a minimum of three working days,

9) for personal matters, provided the Employee has obtained prior written permission electronically from his/her direct manager.

24. Remote work shall also be permitted by ANQA, provided a written consent is signed between the Employer and the Employee.

ANQA shall be guided by the rules and requirements set forth in the Labour Code of the Republic of Armenia regarding remote work.

25. ANQA shall maintain an employee attendance sheet, managed by ANQA's human resources officer and submitted to the accounting division on the final day of each month.

26. An employee shall be granted annual or special purpose leave in accordance with the procedure and timeframe prescribed by the Labour Code of the Republic of Armenia.

27. The preliminary schedule for annual leave schedule shall be set by June 30 of the current year, except for urgent cases. When setting the preliminary schedule for annual leave and granting annual leave, ANQA shall consider the requirements of Article 164 of the Labour Code of the Republic of Armenia, the Employee's preferences and the need to ensure ANQA's normal operation.

28. The Employee shall submit the leave application, with the permission of the direct manager and the seal of the director, to the Human Resources officer on the same day.

29. Matters concerning rest and work not provided for in these Rules shall be regulated by the Labour Code of the Republic of Armenia.

4. RIGHTS, OBLIGATIONS AND LIABILITY OF THE PARTIES TO EMPLOYMENT RELATIONS

30. The Employee shall have the right to:

1) perform work in workplace conditions harmless for health, with proper lighting and heating;

2) receive the necessary material-technical resources to perform work, such as a computer, a laptop if needed, and other basic items;

3) receive a salary at least once every month;

4) take minimum annual leave;

5) become familiar with the legal acts that define his/her rights and obligations, as well as individual legal acts concerning themselves;

6) become familiar with all materials in their personal file, performance evaluations, other documents, and submit explanations if necessary;

7) request the necessary information and materials (in paper or electronically) to perform the assigned tasks;

8) have access to information databases related to ANQA's activities within the scope of his/her powers;

9) have a work email and other electronic accounts;

10) enjoy other rights defined by the Labour Code of the Republic of Armenia.

31. The Employee shall be obliged to:

1) follow the requirements of the Constitution and Labour Code of the Republic of Armenia, the orders and directives of ANQA's Director and other legal acts of ANQA, fulfill in a timely and good-faith manner the main work duties and powers defined by those acts, the employment contract and comply with the restrictions set forth therein;
2) timely and properly carry out tasks assigned by his/her direct manager in the prescribed manner and within the scope of their powers;
3) follow the requirements of these Rules and other internal legal acts of ANQA; timely and properly carry out the requirements of ANQA's Administrative Procedure and safety rules.
4) treat the technical and other material resources with care in the performance of work duties and powers, the assigned work and use them for their intended purpose;
5) follow the requirements for safety equipment, electrical energy use, fire prevention and sanitary rules at the workplace.

6) remain at the workplace or other locations visited for work-related purposes during the working hours, and not leave without official necessity or valid excuses.
7) remain at the workplace during working hours unless required to perform work duties and powers at other locations or leave with the permission of the direct manager;
8) maintain order in the office;
9) follow the requirements for labour safety and security, as well as current rules of sanitary and epidemiological safety aimed at preventing the spread of infectious diseases in the Republic of Armenia during the state of emergency or quarantine;
10) follow and fulfill the requirements of other provisions of these Rules;
11) submit a report to their direct manager within one week following the end of each quarter, including a written report on the work performed during the given period;
12) refrain from using, disclosing or otherwise providing the third parties with information that constitutes the Employer's commercial secret and/or is confidential, as well as information related to the Employer's current work issues;
13) perform functions reserved thereto by laws, other normative legal acts of the Republic of Armenia, the employment contract (or the individual legal act on accepting for employment), position profile, internal and individual legal acts of the Employer.

32. ANQA shall have the right to:

1) require the Employees to perform their duties stipulated by these Rules in a timely manner and with proper quality;

2) oversee the proper performance of the Employees' duties;

3) require the Employees to present any form of explanation regarding any aspect of their work activities;

4) apply incentive or disciplinary actions to the Employees in the case of appropriate grounds;

5) set quarterly, biannual, or annual bonuses for excellent performance the Employees' work duties;

6) rescind contracts concluded with the Employees based on the grounds and the procedure prescribed by the Labour Code of the Republic of Armenia (or other laws);

33. ANQA shall have other rights stipulated by laws, its charter, and other internal legal acts.

34. ANQA shall be obliged to:

1) provide the Employees with a job specified in the employment contract, organise their work process, familiarise them with internal and individual legal acts related to their work activities;

2) provide the Employees with appropriate material-technical resources, professional literature, and, if necessary, documents and information;

3) pay the Employees' salary within the stipulated period and in the specified amount;
4) provide the Employees with paid and unpaid leave in the prescribed manner;
5) ensure safe workplace conditions and conditions not harmful to health, as well as other social guarantees established by the legislation of the Republic of Armenia;
6) provide a separate room for meals;
7) respond to the Employees' work needs and requirements in a timely manner, improve their working conditions;
8) discharge other obligations stipulated by the Labour Code of the Republic of Armenia and other legal acts.

35. The flag of the Republic of Armenia and the flag bearing the ANQA trademark shall always be displayed side by side in ANQA's hall designated for official, working and ceremonial events, in an intact, clean and unfaded condition.

36. The flag of the Republic of Armenia shall be vertically displayed in the designated hall, arranged so that, when viewed counterclockwise, the red, blue and orange colors maintain their sequence from left to right.

37. To uphold labour discipline, the Employees shall be prohibited from:

1) consume alcoholic beverages during working hours or at the workplace or arrive at work under the influence of alcoholic beverages;

2) engage in any other activity unrelated to their work duties and powers during the working hours, except for cases specified by the Labour Code of the Republic of Armenia and other legal acts;

3) apply technical-material resources designated for official use to non-official activities;

4) use tobacco products or their substitutes, alcoholic beverages, or psychotropic substances while performing work duties on or off ANQA's premises. The prohibition and restrictions on the use of tobacco products or their substitutes, as well as the liability measures provided for them, are defined by the RA Law on the Reduction and Prevention of Harm to Health Due to the Use of Tobacco Products and their Substitutes and the RA Code on Administrative Offenses.

Limited consumption of alcoholic beverages shall be permitted during corporate events on ANQA's premises as an exception.

5. INCENTIVE AND DISCIPLINARY MEASURES APPLIED TO EMPLOYEES

38. In case the Employees perform their duties in good faith, ANQA may implement the following incentive measures defined by the Labour Code of the Republic of Armenia:

1) expression of gratitude;

2) lump-sum monetary reward;

3) lifting of disciplinary sanction.

39. ANQA may apply the following actions to Employees who fail to perform or improperly perform their work duties stipulated by the Labour Code of the Republic of Armenia, as well as these Rules:

1) reprimand;

2) severe reprimand;

3) dissolution of the employment contract.

40. Violation of any requirement of these Rules, considered as a violation of discipline, shall result in disciplinary liability for the Employees as provided for by the Labour Code of the Republic of Armenia.

41. The disciplinary notices imposed on the Employees that are not stipulated by the Labour Code of the Republic of Armenia shall be prohibited.

42. A reprimand, as a form disciplinary measure, may also be imposed in the following cases:

1) non-fulfillment or improper fulfillment of duties specified in the employment contract, including lawful tasks from the direct manager or director;

2) violation of the requirements set by the Rules of Ethics and Conduct and the Document Flow Procedure;

3) misuse of ANQA's property:

4) smoking, consuming alcoholic beverages or psychotropic substances during the performance of work duties on or off ANQA's premises;

5) non-compliance or improper compliance with the requirements of the Rules.

43. A severe reprimand, as a form disciplinary measure, may also be imposed in the following cases:

1) repeated non-fulfillment or improper fulfillment of duties specified in the employment

contract, including lawful tasks from the direct manager or director;

2) inappropriate treatment of ANQA's property, causing actual or potential damage,

3) repeated violation of the requirements set by the Rules of Ethics and Conduct and the Document Flow Procedure;

4) violation of the requirements of the Procedure for the Use of Technical Resources and Electronic Communication set by ANQA's director, the rules for the organisation, operation and safety of computer users during the work process, fire safety rules, as well as other legal acts of ANQA;

5) repeated non-compliance or or improper compliance with the requirements of these Rules;

44. A severe reprimand, as a disciplinary measure, may also be applied in the case of the second and each subsequent violation specified in point 42 of the Rules within a year, as well as in the cases specified in point 43 of the Rules, unless ANQA wishes to rescind the employment contract.

45. ANQA may impose recission of the employment contract as a disciplinary penalty to Employees in cases specified by the Labour Code of the Republic of Armenia.

46. Before imposing a disciplinary penalty, ANQA shall require the Employee to submit a written explanation of the violation within one week. In case the Employee fails to submit a written explanation within the specified timeframe with valid excuse, the disciplinary penalty shall be imposesd without a written explanation.

47. Issues related to disciplinary liability and not provided for in these Rules shall be regulated by the Labour Code of the Republic of Armenia.

6. MATERIAL LIABILITY

48. Material liability arises when the party (Employer or Employee) to the employment contract causes damage to the other party through failure to fulfil or by improper fulfilment of his/her obligations.

49. Material liability emerges in the case of presence of all the following conditions:

1) damage has been caused;

2) the damage has been caused as a result of an illegal act;

3) there is a cause-and-effect between the illegal act and emergence of the damage;

4) there is the guilt of the violator;

5) the parties having committed the violation and the injured parties have been in employment relations at the moment of violation of rights;

6) emergence of damage is linked to professional activity.

50. ANQA shall conclude an agreement on full material liability with the Employees.

51. Relations regarding material liability shall be regulated by the Labour Code of the Republic of Armenia.

7. FINAL PROVISIONS

52. Supplements and amendments to the Rules, new edition of these Rules shall be approved by the decision of ANQA's Board of Trustees.

53. Legal relationship not regulated by the Rules shall be regulated by legal acts set by ANQA's director.