Student Employment Contract

To carry out internship training tasks

Concluded by and between
Óbuda University (ÓE)
Faculty of Donát Bánki Faculty of Mechanical and Safety Engineering
Registered seat: 1034 Budapest, Bécsi út 96/b
Contact details:
Tax number: 15773063-2-41
Bank account number: 10032000-00291350-00000000
Statistical code: KSH 15773063-8542-312-01
Institutional identifier: FI 12904
Authorized representative: Dr. habil Tibor Farkas, dean
Person in charge, contact person: Dr. András Nagy, instructor
Hereinafter **Higher education institution,**

And (company name) ……
Registered seat: ……
Contact details: ……
Tax number: ……
Bank account number: ……
Statistical code: ……
Corporate registry number / registration number: ……
Authorized representative: ……
Contact person: ……
Hereinafter: **Internship practice location**.

1. **Subject matter of the agreement of cooperation:**
   The parties hereby state in conformity that the Higher education institution and the Internship practice location intend to conclude an agreement of cooperation with each other on providing internship practice for the students of the Higher education institution.
   Pursuant to Act CCIV of 2011 on national higher education (hereinafter: Nftv.), Act CLV of 2011 on vocational training contribution and training development support (hereinafter: Szht.), and Government Decree 230/2012 (VIII. 28.) on vocational training in higher education and on certain issues of internship practice related to higher education, the Internship practice location organizes practice trainings for students of the Higher education institution.

   Internship practice is a part of the training which provides opportunities for the joint application of the knowledge and the practice skills mastered, to link theoretical and practical knowledge, to familiarize with the workplace and work processes, and to practice professional competencies at a workplace and in a position corresponding to the professional qualification, for a period specified in the graduation requirements for vocational training in higher education, Bachelors and Masters courses.

Practical training includes any and all training forms organized as a part of practical training provided in the framework of practice-intensive Bachelors courses, preparing students for acquiring the skills, capabilities and knowledge required to perform their duties, which are mastered by the students within or outside the institution, under conditions similar to performing work by using the equipment required, under the proviso that the minimum of the equipment required is included in the professional and examination requirements, training and graduation requirements, and that training is conducted on the basis of the courses of study required therefor.

2. **Manner of cooperation:**
   The Internship practice location receives the students involved in the training course **…… (specialty, level of training)** of the Higher education institution in a previously agreed period, breakdown and headcount.
   The student headcounts and practical topics previously offered by the Internship practice location are set down by the representatives of the parties.
   The list including accurate headcounts following categorization, student details and the topics selected are also set down by the representatives of the parties in writing.
3. **The objective of internship practice** is to interconnect theoretical knowledge and practical skills at a place of work and in a position in line with the professional qualification, to develop employee competencies required for pursuing the profession in work processes, to develop knowledge and practical skills related to materials, means and technologies, personal relationships and cooperation in work processes, as well as evaluation and self-evaluation behaviors and innovation capabilities in resolving tasks.
4. **Location and duration of internship practice:**
   Internship practice takes place at the registered seat or a registered site of the Internship practice location, supervised and led by specialists of the Internship practice location. The duration of internship practice corresponds in each case to the duration specified in the training program.
   The Annex to this agreement includes the duration (start and end date) of internship practice, any phases thereof, their start and end dates, as well as the headcount of students involved in internship practice at the Internship practice location as specified by specialty and mode of study.
5. **The obligations of the Higher education institution** are as follows in respect of making arrangements for internship practice:
   - select students involved in internship practice in cooperation with the Internship practice location,
   - send data and information as required for internship practice to the Internship practice location,
   - provide study methodology guidance to students,
   - take action to solve problems arising in the course of internship,
   - evaluate practical competences on the basis of the Internship practice location's assessment in the complex development process of professional skills and capacities,
   - take responsibility for the entire training of students and for the internship practice forming a part thereof.
6. **The obligations of the Internship practice location** are as follows in respect of making arrangements for internship practice:
   - conclude the student's work contract with the student, taking into consideration Section 44 (3b) of the Nftv.,
   - employ the student in a special area corresponding to their studies,
   - provide space, means, protective equipment as required for pursuing internship practice,

- ensure the professional supervision and guidance of internship practice activities,
- remunerate students as per Sections 44 (3), (3a), or (3b) of the Nftv.,
- evaluate in writing the professional knowledge and competencies mastered by the students.

7. Professional and other obligations of the students:

In the period indicated, they shall perform the internship practice assignment at the place of work designated for them, in compliance with the working arrangements of the Internship practice location.

They shall keep a daily log of the works performed and produce a report of 5 to 10 pages at the end of the internship practice.

Students are required to keep any and all business secrets obtained in the course of internship practice. In addition, they are not allowed to disclose any data to unauthorized persons which were obtained in connection with their internship practice and the disclosure of which may entail detrimental consequences to the Internship practice location or to any other party.

8. Students' remuneration:

Students obligated to perform internship practice may work pursuant to a student's work contract concluded with the Internship practice location as per Section 44 (1) a) of the Nftv. In such a case, a student may receive remuneration. In case of internship practice of an uninterrupted period of six weeks, they are due to receive remuneration at least in the amount of sixty-five per cent of the lowest compulsory wage (minimum wage) per month. Such remuneration shall be paid by the Internship practice location.

In the event that the internship practice location – as per Section 44 (1) a) of the Nftv. – of a student obligated to perform internship practice is a budgetary entity, then the internship practice may also take place without a student's work contract and remuneration. In such a case as well, students shall be entitled to all the rights provided to employees by the Labor Code, and the provisions set out in Section 17 (3) of Government Decree 230/2012 (VIII. 28.) on vocational training in higher education and on certain issues of internship practice related to higher education shall be applied mutatis mutandis. An agreement is required to be concluded with such student involved in internship training in respect of such activity, under the terms and conditions specified by the Government.

In the event that a student is in a legal relationship for employment with the internship practice location – as per Section 44 (1) a) of the Nftv. –, it is not necessary to conclude the student work contract under Paragraph (1) a).

9. Terms and conditions of work by students:

- In the course of work performed during internship practice, employee shall mean the student, employer shall mean the provider of the internship practice, and employment relationship shall mean the employment relationship established pursuant to the student's contract.
- Based on a student's work contract,
    a) no night work and no extra working hours may be ordered,
    b) the student's daily working time may not exceed eight hours; in case of applying flexitime, only up to one week of flexitime may be ordered,
    c) at least twelve hours of daily time of rest must be provided to students,
    d) no trial period is allowed to be stipulated,
    e) the provisions set out in Sections 105 (2) and 106 (3) of the Labor Code shall not be applicable.

10. Coordination in the execution of the cooperation agreement:

Person in charge on behalf of the Higher education institution:

name: Dr. András Nagy

mailing address: 1081 Budapest, József blvd. 6.
phone: +36 (1) 666 5355
e-mail: andras.nagy@bgk.uni-obuda.hu

Person in charge on behalf of the Internship practice location:

name: ……

contact details: ……

The representatives designated shall act in order to carry out the cooperation set out in the contract, but it shall be within the sphere of authority of the signatories thereof to amend or terminate the contract.

11. This contract shall be concluded by the parties (please underline as appropriate)

- for an indeterminate period of time or
- for a determinate period of time from …… day …… month 20…. year to …… day …… month 20…. year,

which shall enter into effect by being duly signed and sealed by the contracting parties. This contract may be terminated by either of the parties subject to a 30-day period of notice. The contract may be amended with the parties' mutual consent. The agreement of cooperation shall be terminated if the Internship practice location is cancelled from the register of the national chamber of economy. The Internship practice location is required to notify the Higher education institution thereof.

12. Any legal issues not regulated in this contract shall be governed by Act CLV of 2011 on vocational training contribution and training development support, Act I of 2012 on the Labor Code, any applicable rules of the Civil Code, and as regards professional and organizational issues, by the regulations on conducting internship practice available at the webpage of the Higher education institution.

13. In the event that the Internship practice location intends to comply with its obligation of vocational training contribution by internship practice organized for a practice-intensive Bachelors course pursuant to Section 5 ca) of Act CLV of 2011, according to which: "Vocational training contribution may be provided by internship practice organized for a state-financed practice-intensive Bachelors course, provided that such internship practice takes place at an external training location, based on a work contract concluded with the student." In such a case the calculation of the reducing item shall be determined by Government Decree 280/2011 (XII.20.).

Dated: Budapest, …….. …….. 20…

On behalf of higher education institution:

……
dean

On behalf on internship practice location:

……
representative of internship practice location

Institute making proposal:

……
head of institute

AGREEMENT OF COOPERATION

To carry out internship training tasks

Annex 1

Internship practice location:
Registered seat:
Contact details:
Tax number:
Bank account number:
Statistical code:
Corporate registry number / registration number:
Contact person:
Site: ……

Institute administering students on internship practice:
Students involved in internship practice:

	Student's name, Neptun code, specialty and contact details	Subject matter of internship practice	Start of practice period	End of practice period	Number of weeks spent in internship practice
1.					
2.					
3.					
4.					
5.					

On behalf of higher education institution:

……
head of institute

On behalf on internship practice location:

……
representative of internship practice location

Obuda University
Faculty of Donát Bánki Faculty of Mechanical and Safety Engineering