**Agreement**

that has been concluded by and between

……………………….

registered seat:

represented by

company registration no.:

statistical identifier:

tax number:

bank account number:

hereinafter: **Company**

and

the **University of Debrecen,**

registered seat: 4032 Debrecen, Egyetem tér 1.

represented by Prof. Dr. Zoltán Szilvássy, rector; with respect to the present agreement, pursuant to power of attorney, Dr. Géza Husi, dean

institute identifier: FI 17198

statistical identifier: 19308667-8542-563-09

tax number: 19308667-4-09

group tax identification no.: 17782218-5-09

EU VAT number: HU17782218

bank account no.: 11738008-21489815

hereinafter: **University** (jointly referred to as the **Parties**) at the place and on the date below, and with following terms and conditions:

**The subject of the agreement**

1. In the interest of organising the mandatory professional practices prescribed in Section 15 (3) of Act CCIV of 2011 on national higher education (hereinafter: the National Higher Education Act), with respect to the present agreement, Ministerial Decree no. 18/2016 (VIII. 5.) EMMI on the common training and output requirements of tertiary-level vocational training programmes, bachelor’s and master’s programmes, and certain teacher training programmes, as well as on the amendment of Ministerial Decree 8/2013 (I. 30.) EMMI, the Parties hereby conclude the following cooperation agreement on the basis of Government Decree 230/2012. (VIII. 28.) on tertiary vocational education and on the practical training required for higher education.

Programmes with professional training requisites shall be those programmes for which the provision of law issued by the Government on the order of multi-cycle programmes and the launching of programmes prescribes a professional practice of at least six (6) weeks.

The professional practice shall be such part of the programme that provides an opportunity in a tertiary-level professional training programme, bachelor’s or master’s programme, in a duration prescribed in the training and output requirements, for the joint application of the knowledge and practical skills acquired in a suitable workplace and position, for the combination of the theoretical and practical knowledge, for becoming familiar with a workplace and the work processes, as well as for the practising of the professional competences in accordance with Section 14 (1) of the Government Decree.

1. The Parties set fort that, on the basis of the present agreement and in Annex 1 hereto, the university students (hereinafter: students) shall participate in professional practice at the Company for the duration of ... weeks, in the .............. semester of the ..................... academic year, from .................. 20... until .................. 20....
2. The location of the professional practice shall be the registered seat or other business premises/branch office(s) of the Company.

**The obligations of the Company during the performance of the agreement**

1. The Company shall employ the students in such specialised area and assign to them such tasks that are related to the professional progress, and facilitate the achievement of the objectives set forth in the present agreement.
2. The Company shall provide the supervision and control related to the professional practice.
3. The Parties agree that the Company shall provide for the conditions of the professional practical training, including in particular the related location, assets, the necessary protective equipment, working clothes, locker rooms and facilities for cleaning up for the students.
4. The Company shall appoint practice supervisors who shall organise the professional practice in accordance with the requirements drawn up in the curriculum made available by the University before the start of the professional practice, and shall continuously monitor the professional progress of the students during the professional practice. The Company agrees that, when making its suggestion to the appointment of the students to the individual places of work, it shall take into consideration that the conditions of the performance of efficient and safe work, as well as the circumstances necessary for the professional progress prescribed by the present agreement should be ensured to the maximum extent possible.
5. The practice supervisor shall evaluate the professional practice completed by the student on the evaluation forms provided by the University, using the criteria specified there, and shall provide a written evaluation of the professional knowledge and competences acquired by the student in the form and with the content expectations specified by the Parties in advance.
6. The Company undertakes to provide fire protection, as well occupational health and safety training for the students before the professional practice; it shall employ the students in healthy and safe conditions, and shall only require them to perform tasks that are prescribed in their relevant training programmes.
7. In case of any disciplinary breach of the student (late arrival, unexcused absence, violation of ethical norms, failure to use protective equipment, etc.), the practice supervisor shall notify the contact person designated by the Company as being responsible for professional issues.
8. Pursuant to Section 44 of the National Higher Education Act, the Company shall make the necessary arrangements for the conclusion of work contracts with the students, which shall provide, among other things, that the Company shall pay to the students remuneration in the amount specified in Section 44 (3), point a) of the National Higher Education Act, in the event of continuous practical training reaching a duration of 6 weeks.

**The obligations of the University during the performance of the agreement**

1. The University, as the institution undertaking responsibility for the entire training of the students, shall also be responsible for the content of the professional practice conducted in the framework of the present agreement, as well as for its role played in the training programme as a whole; it shall check the students on a regular basis, ensuring their proper professional progress, methodological supervision, and shall also participate actively in the resolution of any problems that may arise in the course of the practical training. The University declares that is has made available to the Company all relevant data and information with respect to the professional practice, prior to the signing of the present agreement.
2. Organising the professional practice shall be the task of the University, with the participation of the Company.
3. The University agrees to send to the Company the data necessary for the professional practice (in particular the topics and requirements of the professional practice) at least 15 days before the start of the practical training.
4. The University undertakes the selection of the students applying for the professional practices, the evaluation of the students’ practical competences in the complex skills development process on the basis of the evaluations of the practice supervisors, and shall provide the forms necessary for the above.
5. In cooperation with the Company, the University shall define the practice groups, determined the maximum number of students in each, and not later than two weeks before the date of the practice, it shall send to the Company by way of the contact person designated in the present cooperation agreement, the list of the students assigned to the professional practice.
6. The University shall maintain a valid liability insurance covering the professional practice of the students, on the basis of which all damage sustained by the Company or third parties and falling under the scope of coverage of the liability insurance shall be compensated.
7. The University undertakes to inform the students that:

* on the basis of prior approval, in accordance with the relevant provisions of law, they may use their experiences gained and surveys conducted in the course of the practice in their student thesis, Scientific Student Association (TDK) papers or publications, with the source indicated, subject to the approval of the practice supervisor and the Company;
* they are required to present the valid documents certifying their fitness in terms of health during the first week of the professional practice;
* they are required to comply with the rules set forth in the occupational health and safety, fire protection and other policies of the Company;
* they are required to conduct their work in accordance with the relevant provisions of law and the instructions of the practice supervisor;
* they are financially responsible for any damage arising as a result of their failures or violations of the relevant rules.

1. The present agreement is related to the professional practice of students at the Faculty of Engineering.

**Provisions governing data processing**

1. Pursuant to the provisions of Regulation (EU) No 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the General Data Protection Regulation) (hereinafter: GDPR) and Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information, the Parties shall qualify as independent data controllers in such a way that the student data shall be processed on the basis of Article 6 (1) point c) of the GDPR, while the data of each other’s contact persons shall be processed on the basis of Article 6 (1) point f) of the GDPR. The Privacy Statement pertaining to the personal data of natural contact persons of the Company (hereinafter: Data Subject) shall constitute Annex 2 to the present agreement.

**Closing provisions**

1. In the course of the performance of the present agreement, the Parties shall cooperate with each other on a continuous basis, evaluate the experiences gathered, and jointly settle any questions arising.
2. In connection with the present agreement, the Parties designate the following as their contact persons:

*the person responsible for the professional practice on the part of the University:*

name, position: Ágnes György

organizational unit: University of Debrecen, Faculty of Engineering, Dean’s Office

telephone number: 0036/306614317

e-mail address: agnes@eng.unideb.hu

*the person responsible for the professional practice on the part of the Company:*

name, position:

organizational unit:

telephone number:

e-mail address:

1. The Parties conclude the present agreement for a fixed term from …………. until ……………. / for an indefinite term.
2. The Parties agree that they shall keep in confidence all information, data, etc. coming into their possession in connection with the present agreement, belonging to the other party and/or arising in their scope of interest and designated as confidential. The parties shall handle such confidential information coming into their possession in compliance with the relevant provisions of law and of the present agreement. Within the scope of their confidentiality obligations, the parties may not make publicly available, communicate, deliver or disclose to unauthorised parties any data or information that comes into their possession. The above prohibition shall also cover the case when either of the parties uses such information in a manner different than set forth in the present agreement.

The Parties acknowledges that the confidentiality obligation undertaken shall also be applicable to all third parties involved in any way in the performance of the present agreement. The Parties shall call the attention of such third parties to the confidentiality obligation prescribed by the present agreement and compliance with the same.

The confidentiality obligation shall also survive the termination of the present agreement, without any limitation of time. An exception from the obligation of confidentiality shall be when either of the Parties discloses any confidential information in the interest of the performance of any of its statutory obligations.

In case of the breach of the above rules of confidentiality, in addition to other legal consequences, the Parties shall also be liable to each other for damages.

1. This agreement shall be terminated:

* upon the dissolution of either of the Parties without a legal successor;
* upon the expiry of the fixed term.

The Agreement may be terminated:

* with mutual agreement,
* by ordinary termination,
* by extraordinary termination

Either of the Parties may terminate the present Agreement in writing, with a notice period of at least 30 days -– also without providing reasons – by way of ordinary termination. During the notice period, the Parties are bound by the obligations according to the present agreement with unchanged content.

Either of the Parties may terminate the agreement in writing, by way of extraordinary termination with reasons provided, with immediate effect, in case of a material breach of contract by the other party.

Material breaches of contract be considered by the Parties, in particular, if either of the Parties fails to perform its obligations under this agreement.

1. The Parties shall attempt to resolve any legal disputes that may arise out of the present agreement by way of amicable negotiations. If such efforts yield no results within 30 days, the Parties submit to the exclusive jurisdiction of the District Court of Debrecen or the Court of Debrecen, depending on the rules of competence, to resolve their legal dispute.
2. The Parties agree that the present agreement may only be amended or extended in writing, and only on the basis of the mutual will of both Parties.
3. In any issue not regulated by the present agreement, the relevant provisions of Act V of 2013 on the Hungarian Civil Code shall be applicable.

The Parties have signed the present agreement in approval, as a document fully corresponding to their will, in 4 identical counterparts, of which 3 shall be for the University and 1 shall be for the Company.

Debrecen, …………………………………… Place and date: ................................................

|  |  |
| --- | --- |
| ........................................... | .......................................... |
| Géza Husi PhD. |  |
| Dean  Faculty of Engineering | Company |
|  |  |

Countersigned for professional content: …………………………………

Judit T. Kiss PhD.

Annex 1:

**Location of the professional practice**

Company:

Registered seat:

Branch location:

Tax number:

Bank account number:

Statistical identifier:

Company registry (or other registration) number:

Contact person:

Phone number:

**The institution responsible for the education of the**

**students participating in the professional practice: University of Debrecen**

Faculty of Engineering

**Students participating in the professional practice:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Name of student: | Degree programme (major), year | First day of professional practice | Last day of professional practice |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| 4. |  |  |  |  |
| 5. |  |  |  |  |

|  |  |
| --- | --- |
| Debrecen,………………………….. | Place and date: ……………………… |

For the University: For the Company:

|  |  |
| --- | --- |
| ……………………………… | ………………..……………………. |
| Géza Husi PhD.  Dean |  |
|  |  |

Annex 2

**PRIVACY NOTICE**

In the course of its activities, the University of Debrecen pays particular attention to the protection of personal data, compliance with mandatory provisions of law, including in particular the General Data Protection Regulation (GDPR), and simultaneously also to safe and fair data controlling.

Information on the Controller:

University of Debrecen (registered seat: 4032 Debrecen, Egyetem tér 1, tax number: 19308667-4-09, institutional identifier: FI 17198, bank account number: 11738008-21489815

1. The legal grounds for the controlling of the data is the rightful interest of the Controller, that is, ensuring that the relevant employees of the Controller are able to contact the contractual partner or its designated employee in the course of concluding the contract or establishing other business relationship, as well as in the interest of performing the contract. The proper performance of the contract is also the interest of the business partner.

2. The performance of the contract requires for the contracting parties to designate such contact persons and employees (Data Subjects) who participate in the performance of the contract. This necessitates the provision of certain personal data, which is also a reasonable expectation in contractual relationships in business, and does not have any significant impact on the privacy of such employees and/or contact persons.

3. The purpose of the data controlling is the establishment of business relationships and the proper performance of the contracts. For this purpose, the Controller controls the name, e-mail address and telephone number of the employee and/or contact person of the business partner.

4. The business partner, as well as its contact persons and/or other employees shall have the right to know who is shown in the records of the Controller as contact person, and may request such information to be rectified or erased. Further, the business partner shall also have the right to designate new contact persons.

5. The recipients of the personal data include the Controller’s employees in charge of serving customers, engaged in financial, accounting and taxation-related tasks, as well as data processors of the Controller. Where necessary, pursuant to Article 28 of the GDPR, the Controller shall conclude a data processing contract with such data processors.

6. The Controller undertakes to implement appropriate technical and organisational measures in the interest of security of the personal data controlled, and shall ensure the security of the personal data in accordance with Article 32 of the GDPR.

7. We hereby inform you that you can send your questions related to the processing of personal data to the [adatvedelmi.tisztviselo@unideb.hu](mailto:adatvedelmi.tisztviselo@unideb.hu) e-mail address.

With respect to the processing of personal information, the main applicable provisions of law are Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), as well as Hungarian Act CXII of 2011 on the right of informational self-determination and on freedom of information (the Information Act).

Further information can be found in the Information on Data Controlling, which is available on the website of the University of Debrecen ([www.unideb.hu](http://www.unideb.hu)).

Data subjects shall have the right to:

a) detailed information concerning all facts related to the processing of their personal data (including, in particular, the purpose and the legal grounds for the processing of their personal data, the scope of persons entitled to control and process their data, the duration of the data processing, the scope of persons entitled to receive their data, their rights related to the data processing, as well as the main provisions of law concerning legal remedies);

b) request their personal data to be supplemented, rectified, erased or restricted;

c) object to the processing of their personal data in the cases specified by law;

d) submit a complaint to the supervisory authority (National Authority for Data Protection and Freedom of Information, http://naih.hu, phone number: +36 (1) 391-1400, postal address: 1363 Budapest, P.O. Box 9, e-mail: ugyfelszolgalat@naih.hu) or to seek legal remedy from the courts.

Lawsuits in data protection issues belong to the competence of the regional courts of law; at the option of the Data Subject, the lawsuit may also be launched before the court of law with competence according to the Data Subject’s permanent address or habitual residence. If the Data Subject is a foreign national, the complaint may also be submitted to the supervisory authority according to Data Subject’s permanent address abroad.

We kindly ask you that before you submit a complaint to the supervisory authority or the court, in the interest of holding discussions and resolving the problem arising as quickly as possible, please contact the University of Debrecen (postal address: 4002 Debrecen, P.O. Box 400; e-mail address: [adatvedelmi.tisztviselo@unideb.hu](mailto:adatvedelmi.tisztviselo@unideb.hu)).