|  |  |  |
| --- | --- | --- |
|  | **COOPERATION AGREEMENT**on providing professional practice |  |

Concluded between : **University of Pécs**

Address: 7622 Pécs, Vasvári P. u. 4.

Tax Number: 15329798-2-02

Statistical Number: 15329798-8542-312- 02

Ministry Identification Number: FI 58544

Bank Account Number: MÁK 10024003-00282716-00000000

Represented by: \*\*\*\*\*\*\*\*\*\*\* dean

Organisational Unit affected by the Agreement: \*\*\*\*\*\*\* Faculty

Person responsible for professional training:

Hereinafter: **Higher Education Institution**

and: Name of the c**ontrolling authority of the place of practice**

 Address:

Business Registration Number:/Number of Resolution on Registration, relevant Court :

 Tax Number:

 Statistical Number:

 Bank Account Number:

 Represented by:

Person responsible for professional training:

Hereinafter: **Place of Practice**

on the place and date below and with following terms and conditions..

**1. Purpose and area of the agreement**

1.1. Parties hereby agree that the Place of Practice shall provide the possibility of professional practice for the students of Higher Education Institution according to the terms and conditions stipulated by this Agreement and by Annexes 1-3 of this Agreement.

1.2. The aim of the professional practice is - besides combining theoretical and practical knowledge - developing workers’ competencies necessary for the profession in workflow, knowledge of materials-instruments-technologies and practical skills as well as personal cooperation and development of evaluation, self-evaluation and innovation skills when performing a task.

**2. Rights and obligations of Place of Practice**

2.1. The Place of Practice shall:

- employ the students attending the professional practice in their field of studies,

- if Place of Practice is not a budgetary authority – enter into an agreement of student employment with the students attending the professional practice before the beginning of professional practice according to the provisions of the Government Decree No. 230/2012. (VIII. 28.) on vocational higher education and certain aspects of the professional practice in the context of higher education. If Place of Practice is a budgetary authority, the professional practice may take place without an agreement on student employment.

- provide space, instruments and protective equipment necessary for the practice for the student attending the professional practice,

- provide safety, fire protection and worker protection education for the students before the beginning of professional practice,

- continuously and professionally supervise and manage the students’ activity during the professional practice,

- organize the professional practice of the students in a manner that adapts to the schedule of the semester at the Higher Education Institution,

- evaluate the professional knowledge and competences learnt by the students after the completion of the professional practice in writing and send it to the Higher Education Institution immediately.

2.2. If the Place of Practice is not a budgetary authority and the duration of the professional practice reaches 6 continuous weeks, the Place of Practice shall pay the students attending professional practice the remuneration specified in point a) Article 44 (3)of Act No CCIV. of 2011 on National Higher Education. The exact amount of remuneration to be paid to the student attending professional practice shall be specified by Annex 2 of this Agreement.

2.3. Parties agree that, in order for the Higher Education to comply with the obligations specified by Article 15 (4) of the Government Decree No. 230/2012. (VIII. 28.), Place of Practice shall inform Higher Education Institution about any changes in their data immediately in writing.

2.4. Parties agree that the Place of Practice shall not provide students during the professional practice with any information or data that may constitute business secret, which may restrict the completion or the defence of the student’s diploma work or the student’s employment after the training.

2.5. Place of Practice declares that it has suitable conditions necessary for organizing the students’ professional practice.

**3. Rights and Obligations of Higher Education Institution**

3.1. Higher Education Institution shall:

- send the training requirements – laid down in the training programme and in the curriculum – to Place of Practice minimum 15 workdays before the commencement of professional practice in writing,

- provide Place of Practice with the data and information necessary for the professional practice,

- select the students attending the professional practice in cooperation with Place of Practice and send the list of the selected students to Place of Practice minimum 15 days before the commencement of the professional practice in writing.

- evaluate the practical competences in the complex development process of the professional skills, capabilities based on the evaluation of the place of professional practice.

3.2. Higher Education Institution shall be responsible for the full training of students and for their professional practice as a part of this.

3.3. Regular monitoring and methodological management of the students attending professional practice is an obligation of the Higher Education Institution.

**4. Termination and amendment of the Agreement**

4.1. Parties shall enter into this agreement until the end of the professional practice specified by Annex 2.

4.2. Either Party is entitled to the termination of this Agreement by means of a unilateral written declaration to the other party without reasoning on 30 days’ notice.

4.3. Either Party is entitled, in case of serious breach of this Agreement by the other party, to the termination of this Agreement by means of a reasoned, unilateral written declaration to the defaulting party without notice.

4.4. Parties may terminate this Agreement by mutual agreement exclusively in writing at any time.

4.5. Parties may amend this Agreement by mutual agreement exclusively in writing at any time.

4.6. Parties agree that, in case the professional practice of a student is terminated or interrupted before expiry of the period, Place of Practice shall immediately inform the contact person and the responsible professional person at the Higher Education Institution in writing about the date and reason of the termination or interruption.

**5. Other provisions**

5.1. Parties agree that if Place of Practice is entitled to remuneration from Higher Education Institution for providing the professional practice, the amount of remuneration and the method of its payment shall be laid down in Annex 3.

5.2. Parties agree that every notification sent to each other within the frames of this agreement shall be written (letter, fax, e-mail). The language of correspondence between the parties: Hungarian.

5.3. Parties agree that notifications sent to each other are carried out properly if they were sent to the other Party’s mailing address indicated in this Agreement in writing – by a registered letter, a letter acknowledged by other means, or by telefax.

5.4. Parties agree, that in case the registered mail is returned to the sender with “Unknown”, Moved to Unknown Address”, “Not Taken” or “Rejected" note, the mail shall be considered delivered on the day of attempted delivery, in case it is returned with “Not Claimed” note, it shall be considered delivered on the 5th work day from the second attempt of delivery.

5.5. In case of the change of the contact person, the respective party should notify the Partner in writing immediately. The Partner upon receiving the statement should immediately confirm this in writing. From that date on the new contact person should be considered as the official contact person. Parties agree that the notification about the change of the contact person and its confirmation shall not be considered a modification of the Agreement.

5.6. Parties agree that any disputes between the Parties arising from the present Agreement shall be settled out of court. In case a dispute before court Parties stipulate the exclusive jurisdiction of the ordinary court in Pécs.

5.7. Parties stipulate that in questions not provided for by this Agreement, the provisions of the Civil Code, Act No. CCIV. of 2011 on National Higher Education shall apply, regarding professional practice, according to Article 44. (2) of NHEA, the provisions of Act. No. 1. of 2012 on the Employment Code and the provisions of Government Decree No. 230/2012. (VIII. 28.) on the vocational higher education and certain aspects of the professional in the context of higher education shall apply.

The parties have read and understood this Agreement and have signed it in consent, as being entirely reflective of their contractual intentions. This Agreement has been drawn up in three (3)[[1]](#footnote-1) original copies, out of which 2 (two) originals appertain to the Higher Education Institution, and 1 (one) original appertains to Place of Practice.

Annexes:

Annex 1: The Parties’ Data Related to the Practice

Annex 2: Data of the Professional Practice

Annex 3: Conditions of Remuneration of the Place of Practice

Pécs, 20... , 20….

|  |  |  |
| --- | --- | --- |
| University of Pécs |  | Name of Place of Practice |
| Dean’s Name |  | Name of Representative |
| Dean, Faculty of \*\*\*\*\*  |  | Position of Representative |
| Higher Education Institution |  | Place of Practice |

Countersigners on behalf of the Higher Education Institution:

|  |  |  |
| --- | --- | --- |
| name of professional countersigner  |  | name of financial countersigner |
| position |  | position |
| professional countersigner |  | financial countersigner |

***Annex 1.***

***of the Cooperation Agreement to be concluded between the University of Pécs and the ………(Name of Place of Practice)……… Place of Practice on Professional Practice***

**Parties’ data related to the Professional Practice**

|  |  |
| --- | --- |
| Name of Place of Practice: | ***\*\*\*\*\**** |
| Address:  | ***\*\*\*\*\**** |
| Business Reg. No.: | ***\*\*\*\*\**** |
| Tax Number:  | ***\*\*\*\*\**** |
| Statistical Number:  | ***\*\*\*\*\**** |
| Bank Account Number:  | ***\*\*\*\*\**** |
| Represented by: | ***\*\*\*\*\**** |

***Type of Place of Practice***

|  |  |  |
| --- | --- | --- |
| Organ obliged to pay vocational training levy[[2]](#footnote-2) |  |  |
|  |  |  |
| Organ not obliged to pay vocational training levy |  |  |
|  |  |  |
| Budgetary authority |  |  |

***Contact persons***

|  |
| --- |
| On behalf of the Higher Education Institution: |
|  | Name:  | ***\*\*\*\*\**** |
|  | Phone: | ***\*\*\*\*\**** |
|  | E-mail: | ***\*\*\*\*\**** |
|  |  |
| On behalf of Place of Practice: |
|  | Name: | ***\*\*\*\*\**** |
|  | Phone: | ***\*\*\*\*\**** |
|  | E-mail: | ***\*\*\*\*\**** |

***Organisational Units***

|  |
| --- |
| Organisational Unit affected by the Agreement at the Higher Educational Institution  |
|  | ***\*\*\*\*\**** |
|  |  |
| Organisational Unit affected by the Agreement at the Place of Practice |
|  | ***\*\*\*\*\**** |

***Annex 2.***

***of the Cooperation Agreement to be concluded between the University of Pécs and the ………(Name of Place of Practice)……… Place of Practice on Professional Practice***

**Data of Professional Practice[[3]](#footnote-3)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of Major:** | ***\*\*\*\*\**** | **Semester[[4]](#footnote-4)** | ***\*\*\*\*\**** |
|  |  |  |  |  |
| **Schedule** | **Number of Students attending Professional Practice** | **Beginning of Professional Practice** | **End of Professional Practice** | **Place (Address) of Completion of the Professional Practice and Number of Students attending Professional Practice there**  |
| Full Time | ***\*\*\*\*\**** | ***\*\*\*\*\**** | ***\*\*\*\*\**** | ***\*\*\*\*\**** |
| Part Time | ***\*\*\*\*\**** | ***\*\*\*\*\**** | ***\*\*\*\*\**** | ***\*\*\*\*\**** |

|  |  |
| --- | --- |
| Responsible Professional Person at the Higher Education Institution: | ***\*\*\*\*\**** |
| Responsible Professional Person at the Place of Practice: | ***\*\*\*\*\**** |

***Remuneration of Students attending Professional Practice:***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | The Student is entitled to remuneration |  |  |  | The Student is not entitled to remuneration |
|  |  |  |  |  |  |  |
|  | Amount of Remuneration |  |  | Reason: |
|  |  |  |  |  |  |  |
|  |  | Remuneration specified by point a) Article 44 (3) of NHEA  |  |  |  | The duration of professional practice does not reach 6 continuous weeks  |
|  |  |  |  |  |  |  |
|  |  | Remuneration higher than specified by point a) Article 44 (3) of NHEA |  |  |  | Place of Practice is a Budgetary Authority |
|  |  |  |  |  |  |  |
|  | Amount of Remuneration  |  |  |  |  |
|  |  | (written out in full ) |  |  |  |  |
|  |  | that is  |  |  |  |  |
|  |  | (in figures) |  |  |  |  |

 The method of payment of the remuneration due to the student shall be specified by the agreement on student employment concluded with the student.

***Annex 3.***

***of the Cooperation Agreement to be concluded between the University of Pécs and the ………(Name of Place of Practice)……… Place of Practice on Professional Practice***

**Conditions of Remuneration of the Place of Practice**

***In exchange for providing Professional Practice, the Place of Practice is***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  | entitled to remuneration.  |  |  | not entitled to remuneration.  |

***Amount of remuneration, in case the Place of Practice is entitled to it:***

|  |
| --- |
| (written out in full) |
| that is |
| (in figures) |

***Person entitled to compliance verification on behalf of the Higher Education Institution:***

|  |
| --- |
| (Name of Competent Person) |

Conditions of Payment:

1. In case Place of Practice is entitled to remuneration, Place of Practice shall acknowledge, that, based on Article 41 (6) of Áht. Higher Education Institution cannot conclude valid agreement of pecuniary interest with legal persons or entities without legal personality, and cannot make any payments based on such agreement if the organization is not considered a transparent organization according to point 1. Article 3 (1) of NHEA. Place of Practice declares that it is considered a transparent organisation, and its declaration regarding this is attached as Annex 4. of this Agreement.
2. Parties agree that, in case Place of Practice is entitled to remuneration in exchange for providing processional practice, Higher Education Institution shall pay the remuneration according to the following.
3. The competent representative of Higher Education Institution shall issue compliance verification within 15 days from the completion of the professional practice to Place of Practice about the professional practice provided.
4. Place of Practice is entitled to issue an invoice based on the compliance verification about providing the professional practice. Place of Practice shall attach a copy of the compliance verification to the invoice and indicate the SAP identification number provided by Higher Education Institution on the invoice.
5. In case Place of Practice does not issue the invoice according to this Agreement, Higher Education Institution is entitled to return the invoice to the seat of Place of Practice within 5 work days from its receipt and deny payment, which shall not be considered delay in performance. Until Place of Practice sends an invoice issued according to the requirements of laws and of this Agreement to the Higher Education Institution, Place of Practice is in invoicing delay, which excludes the delay in settlement of payment on behalf Higher Education Institution.
6. The settlement of payment shall be made within 30 days by bank transfer.
7. In case of the change of the person entitled to verification, the respective party should notify the Partner in writing immediately. The Partner, upon receiving the statement should immediately confirm this in writing. From that date on the new person responsible for verification should be considered as the official person responsible for verification. Parties agree that the notification about the change of the person responsible for verification and its confirmation shall not be considered a modification of the Agreement.

**Annex 4.**

***of the Cooperation Agreement to be concluded between the University of Pécs and the ………(Name of Place of Practice)……… Place of Practice on Professional Practice***

**Declaration on meeting the conditions required by the Act CXCVI of 2011 on National Assets regarding the concept of transparent organisation**

Undersigned ….……………….……………….., as the representative of ……………………….…………… (location: ……….…………………………………………….……) authorised to register/sign in its name, by signing this instrument

*acknowledge that – according to § 41, Section (6) of the Act on Public Finance - the University of Pécs is not allowed to conclude a valid contract for value with and transfer payment on the basis of such contract to any legal entity or company without legal entity that, on the basis of Point 1. Section (1) § 3 of the Act on National Assets, is not qualified as a transparent organisation.*

Aware of my criminal responsibility

**I declare**

that, the (full name) ……………………………………… (hereinafter referred to as organisation), is qualified as a transparent organisation according to Section (1) of § 3 of the Act CXCVI of 2011on National Assets.

*I allow that in order to verify the compliance with the conditions for transparency, I let the University of Pécs handle the data – determined by § 54/A of the Act on Public Finance - regarding the transparency of the organisation till the forfeiture deadline of the liabilities deriving from the contract.*

*I undertake that in case there is a change in the declaration I will immediately inform the University of Pécs about it. I acknowledge that the university of Pécs has the right and is obliged to terminate the contract signed on the basis of a false declaration immediately – or by a given time, if needed, so the performance of the duties can be taken care of – or, in case the contract is not performed, to withdraw from the contract.*

Date: …………………[place], …………….… [year] ……………….…[month]……………….… [day]

………………………………………………

signature

3. § (1) According to this Act

**1. Transparent organisation:**

a) state, budget authority, public authority, public body, local authority, minority self-government, partnership, ecclesiastical legal entity, economic organisation where the state or the local government together or separately has a 100% share, international organisation, foreign state, foreign local authority, foreign national or local organisation and public body introduced to the market of a state that has concluded a contract with the European Economic Area,

b) a domestic or foreign legal entity or company without a legal entity that comply with the following conditions:

ba) its structure of ownership and real owner can be identified according to the Act on the prevention of money laundering and terrorism financing,

bb) it has tax residency in a member state of the European Union or in a state that is party to the agreement about the European Economic Area, or in a state that has an agreement with Hungary concerning the elimination of double taxation,

bc) it does not qualify as a controlled foreign company according to the Act on corporate and dividend tax,

bd) it is a legal entity having, directly or indirectly, an influence, a right to vote and more than 25% share in the economic organisation, in the case of companies without legal entity it satisfies the conditions stipulated by sub points ba), bb) and bc);

c) a non-government organisation and water management association that comply with the following conditions:

ca) its leading officers can be identified,

cb) the non-government organisation and the water management association and their leaders do not have a share more than 25% in an non-transparent organisation,

cc) it is located a member state of the European Union, in a state that is party to the agreement about the European Economic Area, in a member state of the Organisation for Economic Cooperation and Development or in a state that has an agreement with Hungary concerning the elimination of double taxation.

1. In case the Agreement affects several independent organisational units, in addition to the three originals, as many original copies shall be drawn up as the number of units affected. [↑](#footnote-ref-1)
2. a) commercial company (e.g. Kft., Bt., Zrt., Nonprofit), except for nonprofit commercial companies carrying out vocational training tasks according to the Act on vocational training,

 b) cooperative, except for housing cooperatives, social cooperatives and school cooperatives,

 c) public undertaking, trust , trust companies, joint ventures, associations of forest holders, water management associations – except for water utility associations - , companies of several legal persons and subsidiaries,

 d) law firm, executive office and patent law firm,

 e) notary’s office,

 f) individual entrepreneur indicated by the Act on personal income tax,

 g) sole trader.

*According to Article 2 (1) of Act No. CLV. of 2011 on the vocational training levy and promoting training development.*  [↑](#footnote-ref-2)
3. In case Students of several majors attend the professional practice, the table may be extended [↑](#footnote-ref-3)
4. In case Students complete professional practice in the semester of their choice, this does not need to be completed [↑](#footnote-ref-4)