**TRAINEESHIP CONTRACT**

concluded on ..., by and between:

**the University of Economics in Katowice**, NIP no.: 6340008825

address: 1 Maja 50, 40-287 Katowice,

represented by

**………………………………… – ……………..**

with the countersignature of **mgr Joanna Radziwołek** - Bursar

hereinafter referred to as the “University”,

of the one part,

and

**Ms/Mr**

**……………………………………………………….**

Department: ………...……………….

College: ………………………...

hereinafter referred to as the “Trainee”

of the second part,

and

**…………………………………………………….,**

……………………………………………,

hereinafter referred to as the “Receiving Institution”,

represented by:

**………………………………… – ……………..**

of the third part,

of the following content:

**§ 1**

1. The purpose of this Contract is to determine the rights and obligations of the Parties in terms of implementing a domestic/international[[1]](#footnote-1) educational Traineeship, which is
a part of the project titled “Close - International - All Life Long. Comprehensive Programme of Sustainable Development of the University of Economics in Katowice”, co-funded by the European Union under the European Social Fund.
2. The aim of the Traineeship referred to in section 1 is to increase the competences of academic teachers by allowing them to gain practical experience in terms of conducting classes, including: modern teaching methods, techniques and teaching tools.

**§ 2**

The Receiving Institutions shall:

1. admit the Trainee to the Traineeship for the following duration ……………………….. , including ……….. teaching hours, which shall be carried out at the seat of the Receiving Institution/in the remote form[[2]](#footnote-2);
2. appoint …………………………….. (*name and surname*), holding the position of …………………………. (*position held at the Receiving Institution*), as the Traineeship Coordinator to provide the Trainee with substantive and organisational supervision, including actual and efficient supervision over the tasks they are assigned with;
3. ensure that the Trainee has appropriate working conditions;
4. familiarise the Trainee with the scope of obligations assumed during the Traineeship;
5. familiarise the Trainee with the rules of the Receiving Institution, including: Rules and Regulations of Work, provisions regulating state and professional secrets as well as the occupational safety and health provisions;
6. monitor the correct implementation of the Traineeship and tasks performed by the Trainee;
7. conduct the Traineeship in accordance with best practices;
8. inform the University of the interruption of the Traineeship or the Trainee’s absence immediately after the occurrence of the event;
9. request that the University removes the Trainee from the Traineeship in the event that the Trainee violates the applicable legal provisions and/or blatantly violates the discipline of work;
10. monitor whether the Trainee correctly fills in the Traineeship Completion Form and the Final Report , prepared in accordance with the forms provided by the University.

**§ 3**

The University shall cover the costs, which are necessary for the implementation of the aforementioned Traineeship, i.e.: [[3]](#footnote-3)

1. Domestic traineeships onsite

The costs of travelling to the location of the Traineeship and the costs of living and accommodation incurred during the Traineeship, pursuant to the approved “Application for domestic travel on official duty”, in accordance with the rules of the University and the approved Project budget.

1. International traineeships onsite

The costs of travelling to the location of the Traineeship by the most economical means of transportation and a traineeship grant for the costs of living and accommodation, pursuant to the approved “Application for international travel on official duty”, in accordance with the rules of the University and the approved Project budget.

1. Domestic and international traineeships in a remote form

Due to the fact that the Trainee does not incur costs related to travel and stay at the place of the Traineeship, the Trainee is not entitled to any subsidy on this account.

**§ 4**

1. The Trainee shall:
2. undergo the Traineeship in accordance with the time schedule and the provisions of the “Rules and Regulations of Recruitment and Implementation of Domestic and International Educational Traineeships for Academic Teachers Employed by the University of Economics in Katowice under the framework of the project titled *Close - International - All Life Long. Comprehensive Programme of Sustainable Development of the University of Economics in Katowice”;*
3. comply with the rules of the Receiving Institution, including: Rules and Regulations of Work, provisions regulating state and professional secrets as well as the occupational safety and health provisions;
4. take out personal accident insurance [*ubezpieczenie od następstw nieszczęśliwych wypadków NNW*] for the duration of the Traineeship and obtain the European Health Insurance Card for international traineeships onsite;
5. submit the following documents to the Bureau for International Cooperation within 14 calendar days of completing the Traineeship, i.e. by …............................:
6. Traineeship Completion Form,
7. Final Report,
8. Form - “Settlement of domestic travel on official duty” / ”Settlement of international travel on official duty”[[4]](#footnote-4) with documents required for settlement (not applicable to remote Traineeship)
9. participate in testing teaching competencies before and after the completion of the Traineeship (Competence Balance);
10. cover the costs incurred by the fault of the Trainee.
11. In the event that the documents referred to in (1)(4) are not submitted or the Trainee fails to comply with other provisions hereof, the University may terminate this Contract with immediate effect and demand that the costs incurred be reimbursed.
12. The Trainee represents that:
13. they are not in the employment relationship or a relation stemming from a civil-law agreement with the entity admitting them for Traineeship,
14. they are not the owner of the entity admitting them for Traineeship or they are not a member of the managing bodies of the entity admitting them for Traineeship,
15. they are not married, related by blood or consanguinity to second degree with the owner of the entity admitting them for Traineeship, a member of the managing bodies of the entity admitting them for Traineeship or the Traineeship Coordinator appointed by the entity admitting them for Traineeship.

**§ 5**

* 1. The University shall not bear any liability for mistakes, negligence or failure to perform obligations caused by the fault of the Trainee as well as the Receiving Institution.
	2. The University reserves the right to terminate this Contract with immediate effect in the event that one of the Parties hereto fails to perform their obligations.
	3. The Receiving Institution and the Trainee shall provide the University and the bodies monitoring projects funded by the European Union with any necessary information and explanations, and make available documents connected with the implementation of this Contract by 31 December 2027.

**§ 6**

* 1. In any and all matters unregulated herein, the appropriate provisions of the Rules and Regulations of Recruitment and Implementation of Domestic and International Educational Traineeships for Academic Teachers Employed by the University of Economics in Katowice under the framework of the “Close - International - All Life Long.Comprehensive Programme of Sustainable Development of the University of Economics in Katowice” project (made available on the website of the Project), regulations of the Project, provisions of the Polish Civil Code and generally applicable Polish laws shall apply.
	2. Any and all disputes stemming herefrom shall be settled amicably and in the event that it proves impossible – by a court with jurisdiction over the University.
	3. The lawfulness of the processing in terms of this service contract is confirmed by satisfying the conditions referred to in Article 6(1)(b) of GDPR[[5]](#footnote-5) (it is necessary to implement the contract), Article 6(1)(c) of GDPR (the controller is subject to a legal obligation) or Article 6(1)(f) of GDPR (legitimate interests pursued by the controller).
	4. The University[[6]](#footnote-6) and the Receiving Institution comply with the information obligations stemming from the provisions of GDPR.

**§ 7**

This Contract was drawn up in four identical copies, one for the Receiving Institution, one for the Trainee and two for the University.

|  |  |  |
| --- | --- | --- |
| ...................................................signature and stamp of the representative ofReceiving Institution  | ....................................................signature of the Trainee | ....................................................signature and stamp of the representative of the University |
|  |  |  |

1. Mark appropriate [↑](#footnote-ref-1)
2. Mark appropriate [↑](#footnote-ref-2)
3. Mark as appropriate: point ‘1’ for domestic traineeships onsite, point ‘2’ for international traineeships onsite, point ‘3’ for domestic and international traineeships in a remote form. [↑](#footnote-ref-3)
4. Mark appropriate; [↑](#footnote-ref-4)
5. The Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 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 (General Data Protection Regulation) (Official Journal of the European Union L. of 2016, no. 119, item 1, as amended); [↑](#footnote-ref-5)
6. The relevant GDPR information clause of the University can be found at the University, on the University's website and in the University's Public Information Bulletin, as well as in Regulation No. 97/18 (as amended). [↑](#footnote-ref-6)