Example Form of Traineeship Contract

TRAINEESHIP CONTRACT No

This traineeship contract (hereinafter Contract) comprises the special conditions and general conditions of the Contract.

**I SPECIAL CONDITIONS**

1. Tallinn University of Technology, registry code 74000323 (hereinafter University)
	1. The University is represented by first name and surname based on the letter of authorisation
	2. The supervisor at the University is first name and surname
	Position: position
	Phone: phone E-mail: e-mail
2. Details of the host organisation
name, registry code code (hereinafter host organisation)
	1. The host organisation is represented byfirst name and surnamebased on the letter of authorisation/statutes
	Position: position
	Phone: phone E-mail: e-mail
	2. Location where traineeship is completed: department, unit, etc.
	address and contact details
	3. The trade secret and confidential information of the host organisation are the following
	text
3. Details of the student
First name and surname: First name and surname
Personal identification code: code
Speciality: speciality. Cycle: year. Semester: semester.
Phone: phone E-mail: e-mail
4. Traineeship
	1. The period of traineeship from date to date, the total of hours hours a week, weeks weeks.
	2. Purpose of the traineeship. Short description of the tasks to be performed in the course of the traineeship and the learning outcomes to be achieved
	3. The intellectual property generated in the course of the traineeship and a short description thereof. Text

**II GENERAL CONDITIONS**

1. General Provisions
	1. The object of the traineeship contract is performing and conducting a student’s traineeship in a host organization.
	2. The activity of a student upon performing traineeship tasks shall not be deemed to be an employment relationship.
	3. In conducting a traineeship, the parties shall be guided by the traineeship instructions, which form an integral part of the Contract. The traineeship instructions are presented in Annex 1 to the Contract.
	4. The contracting parties may enter into supplementary written agreements concerning assurance of confidentiality and intellectual property ownership.
2. Rights and obligations of the parties
	1. **The University undertakes to:**
		1. make sure that the student has adequate preparation for coping with the traineeship tasks. It is recommended that a student completes at least the introductory speciality subjects before he or she commences traineeship;
		2. appoint a coordinator of traineeship at the University, whose task is to draw up the traineeship instructions and to support information exchange between the trainee and the host organisation;
		3. not to disclose the trade secret and confidential information specified in clause 2.3. of the Special Conditions of the Contract;
		4. make sure that the principles concerning organisation of the traineeship are reviewed based on the feedback from the host organisations, students and other parties related to the traineeship.
	2. **The University has the right to:**
		1. receive feedback from the student and the host organisation concerning the course of the traineeship;
		2. visit the host organisation and examine the student’s traineeship tasks and traineeship supervision.
	3. **The host organisation undertakes to:**
		1. ensure supervision of the student during performance of the traineeship tasks in compliance with the traineeship objectives and outputs or the traineeship instructions;
		2. appoint a supervisor for the student at the host organisation for the period of the traineeship. When appointing a supervisor, the host organisation shall make sure that the official duties, knowledge and skills of the supervisor comply with the objectives, learning outcomes and tasks of the traineeship;
		3. make sure that the student has the working environment and work equipment required for the performance of the traineeship tasks that comply with the occupational health and safety requirements and, if necessary, supply the student with the required work equipment and working clothing and carry out health and safety instruction pursuant to legislation;
		4. introduce to the student the internal procedure rules of the host organisation and other documents concerning the rights and obligations of the employees;
		5. notify the supervisor of traineeship at the University immediately of any circumstances, which may prevent successful completion of the traineeship;
		6. provide an assessment of the results of the student’s traineeship in an agreed form;
		7. notify the University immediately in case of serious breach of the obligations to perform traineeship assumed by the student by the Contract;
		8. pay the student remuneration in the amount agreed with him or her, if intellectual property arises in the course of the traineeship.
	4. **The host organisation has the right to:**
		1. request that the student perform the tasks agreed upon in clause 4.2 of the Special Conditions of the Contract properly and in time;
		2. use the values created and the information collected in the course of the traineeship in its future activities;
		3. enter into supplementary agreements with the student for payment of remuneration for the work completed in the framework of the traineeship;
		4. request from the University information required for successful completion of the traineeship.
	5. **The student undertakes to:**
		1. fulfil the purpose of the traineeship and follow the traineeship instructions and traineeship tasks, as well as execute the orders of the supervisors;
		2. not to disclose the trade secret and confidential information specified in clause 2.3. of the Special Conditions of the Contract;
		3. abide by the occupational health and safety requirements and internal procedure rules of the host organisation;
		4. refrain from any actions that may directly or indirectly damage the reputation of the University or the host organisation;
		5. inform the University and the host organisation immediately of all the circumstances that may prevent performance of the Contract.
	6. **The student has the right to:**
		1. receive information from the host organisation and the University required for completion of the traineeship and be supervised by the supervisors specified in clauses 1.2. and 2.1. of the Special Conditions of the Contract.
		2. receive remuneration from the host organisation, if intellectual property is created in the course of the traineeship;
		3. make proposals to the organisers and supervisors of the traineeship for the improvement of the quality of organisation of traineeship.
3. Final provisions
	1. The Contract shall enter into force from the date of its signature by the parties and shall remain in force until the parties have duly fulfilled all their contractual obligations.
	2. The Contract may be amended or supplemented by a written agreement between the parties.
	3. A student has the right to cancel the Contract if the host organisation fails to enable the student to perform the traineeship on the agreed terms and conditions.
	4. A host organisation has the right to suspend the student’s traineeship in the host organisation and cancel the Contract immediately in case of serious breach of the terms and conditions of the Contract by the student.
	5. The disputes arising from the Contract shall be resolved by negotiations. In case of failure to reach an agreement by negotiations, the dispute shall be resolved at Harju County Court.
	6. This Contract is drawn up in three copies having equal legal force.

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| By signing this Contract the University, the Host Organisation and the Student confirm that they undertake to abide by all the terms and conditions laid down in the Contract. |
| Representative of Tallinn University of Technology |  | date |  |  |
|  |  |  |  |
| Representative of the host organisation |  | date |  |  |
|  |  |  |  |
| Student’s signature |  | date |  |  |
|  |  |  |  |