**PROFESSIONAL PLACEMENT AGREEMENT NO. ..................... FOR WORKPLACE-BASED LEARNING**

............................ (hereinafter the *student*), place of residence ............................ (personal identification code ...........................) and Tallinn University (hereinafter the *university*), registry code: 74000122, located at: Narva mnt 25, 10120 Tallinn, represented by Ruth Shimmo, the director of the School of Natural Sciences and Health, pursuant to the Rector’s directive No. 34 of September 1, 2015, ............................................... (hereinafter the *placement organisation*), represented by the board member/subject to authorisation .................................... hereinafter also referred to as Party or together as Parties, have entered into this professional placement organisation agreement (hereinafter the *agreement*) as follows:

1. **Documents relating to the agreement**
	1. In addition to this agreement, the Parties shall adhere to the provisions of the annexes to this agreement:
		1. study programme..................................., course code .........................................;
		2. guidelines for professional placement (available on the School’s webpage);
		3. university’s procedure for professional placement (available on the university’s homepage);
		4. internal procedure rules of the enterprise;
		5. professional placement plan of the student.
2. **The aim and location of the professional placement**
	1. The aim of the professional placement is to achieve the learning outcomes stipulated in the study programme and agreed in the professional placement agreement. In the conduction of professional placement, documents listed in clause 1.1 are followed.
	2. The aim of the professional placement following the student’s interests is the practical application of theoretical knowledge acquired during the studies in the enterprise through specialist individual work and teamwork, and the acquisition of new knowledge and practical skills, work-related attitudes and values.
	3. The aim of the professional placement following the placement organisation’s interests is to prepare the future potential professional employee as well as the examination and assessment of the level of their preparation.
	4. The aim of the professional placement following the university’s interests is the improvement of the content of teaching the speciality through cooperation between the university and the placement organisation.
	5. The physical location of the professional placement is …………………………………………...
3. **Tasks, rights and obligations of the student**
	1. The student performs the duties stipulated in the professional placement plan (annex 5).
	2. The student’s responsibilities during the professional placement is to meet the professional placement-related requirements and follow the guidelines set by the university within the framework of the study programme, which have been stipulated in the guidelines for professional placement of the speciality (available on the School’s webpage).
	3. The student executes the lawful orders and demands of the university and the professional placement supervisor from the enterprise, as well as the health and safety rules and internal procedure rules established at the placement organisation.
	4. The student keeps a professional placement diary in accordance with the professional placement tasks and prepares and submits a proper professional placement report following the guidelines for professional placement.
	5. The student is entitled to be involved in specialist work at the placement organisation (incl. to learn to use the specialist technology, latest equipment, tools, auxiliary materials, etc. in use at the placement organisation), to receive full information as regards professional matters and materials for conducting the professional placement and formalising the professional placement report.
	6. The student is responsible for their work and results in the enterprise.
	7. The student takes their work seriously, acts in a correct and courteous manner, and performs the duties entrusted to them with commitment and diligence.
	8. The student does not reveal confidential information they may receive at the placement organisation, commercial and industrial secrets, and abstains from an action or omission that may affect the reputation of the placement organisation.
	9. It is forbidden for the student to use the assets and information belonging to the placement organisation for purposes that are not in accordance with the activities of the placement organisation or with the aim of the professional placement; it is also forbidden to take independent management decisions except where immediate intervention is necessary for preventing material injury.
4. **The period of professional placement and the organisation of the student’s working time**
	1. Professional placement is conducted during the following period / periods: …….................... / period(s) laid down in the individual study programme. The volume of professional placement at the placement organisation is ….......................… academic hours of supervised client work.
	2. In accordance with the general organisation of work at the placement organisation, working days start at …............................…., end at ……...... and the lunch break is held between …......... Work is carried out at the placement organisation on workdays (8 hours a day) / in shifts according to a schedule (……..... hours a day).
	3. In the case that the student falls ill or the student must miss the professional placement for a short period of time for another inevitable reason, change in the timetable will be agreed so that professional placement could be completed in the volume referred to in clause 4.1. by the end of the period of professional placement. The change concerned must be agreed in a format which can be reproduced in writing (such as e-mail) or in a written form at least between the placement organisation and the student (the School must be informed of the agreement, if it is not a Party to the agreement in question).
5. **Activities and responsibility of the placement organisation**
	1. The placement organisation ensures professional placement that complies content-wise with the duties laid down in clause 3.1 for the student.
	2. The university is entitled to carry out further assessment of the placement organisation, where necessary. The placement organisation cooperates with the university in the assessment (inter alia, provides the necessary data and documents).
	3. The placement organisation is not entitled to assign tasks that have not been agreed in the agreement during the working hours of the professional placement period to the student.
	4. The placement organisation designates a supervisor for the student, who:
		1. follows the student’s individual professional placement plan;
		2. supervises and monitors the student’s activity;
		3. helps the student to obtain and understand information that is necessary for performing the professional placement tasks;
		4. gives feedback and evaluates the performance of the professional placement on the basis of the study programme;
		5. carries out the duties assigned to them in the university’s procedure for professional placement and guidelines for professional placement;
		6. cooperates and exchanges information with the supervisor from the university;
		7. examines the professional placement documents prepared by the student at the end of the professional placement.
	5. The placement organisation ensures that one supervisor does not supervise more than two people at a time.
	6. The placement organisation ensures the supervision of the student throughout the whole period of professional placement. If another supervisor is appointed, the placement organisation informs other Parties to this agreement of the new supervisor and their contacts via e-mail. If possible, change of the supervisor is communicated in advance, but not later than within five working days after the change.
	7. If the university makes proposals regarding better organisation of the professional placement in the placement organisation, the placement organisation implements the proposals in so far as possible and at the earliest opportunity. In case the proposal cannot be implemented, the placement organisation explains the reasons thereof to the university.
	8. The placement organisation:
		1. provides the student with the occupational health and safety guidance and training corresponding to the position of the student in compliance with the applicable legislation and the rules of the organisation of work at the placement organisation;
		2. ensures the working conditions that comply with the occupational health and safety requirements for the student, and provides the student with the materials and tools that are necessary for the proper performance of work and study assignments given by the placement organisation equal to those of the other employees of the placement organisation;
		3. follows the Employment Contracts Act as regards relations with the student;
		4. is obliged not to assign tasks to the student during the time the student is obliged to attend lectures at the university;
		5. informs the university of the student’s absence from work (professional placement) without an acceptable excuse.
6. **Activities and responsibility of the university**
	1. The university ensures the prior preparation of the student that corresponds to the content and completed volume of the study programme.
	2. The university designates a professional placement supervisor from the university. The university’s professional placement supervisor cooperates and exchanges information with the supervisor from the placement organisation. The university’s professional placement supervisor is entitled to visit the placement organisation during the period of professional placement for monitoring the learning process and ensuring the achievement of the learning outcomes of the professional placement in concordance with the placement organisation.
	3. In the event of changing the supervisor, the university informs other Parties to this agreement of the new supervisor and their contacts via e-mail. If possible, change of the supervisor is communicated in advance, but not later than within five working days after the change.
	4. The university ensures the preparation of the necessary professional placement documents and their transmission to other Parties to the agreement.
	5. The university coordinates and verifies the completion of the professional placement in cooperation with the placement organisation.
	6. The student and supervisors from the university and from the placement organisation are involved in the assessment of the achievement of the student’s learning outcomes. The university’s professional placement supervisor supervises and advises the student throughout the whole period of professional placement, and informs and advises the supervisor from the placement organisation in matters pertaining to preparing and conducting the professional placement, incl. the compilation of documents, where necessary.
	7. The university stores the possible confidential data reflected in the professional placement report and conclusions on the placement organisation in a manner whereby the activities or commercial and industrial secrets are neither disclosed nor affected.
7. **Remuneration to the student**
	1. The placement organisation does not pay remuneration to the student for the performance of duties during the study period at the placement organisation (unless otherwise agreed).
8. **Reimbursement of expenses to the placement organisation**
	1. The university reimburses the expenses related to the supervision of professional placement to the placement organisation to the extent possible in the remuneration of the professional placements in the corresponding speciality, of which the placement organisation has been informed of in advance.
	2. In order to reimburse the expenses, the university enters into either separate authorisation agreements with the supervisor(s) of professional placement for the reimbursement of tuition services or into a contract for ordering tuition services with the enterprise. Technical conditions for the reimbursement will be agreed by the placement organisation and the university either via e-mail or in another format which can be reproduced in writing, not later than within two months after the beginning of the professional placement.
9. **Validity and termination of the agreement**
	1. This agreement enters into force as from signature thereof by all Parties to the agreement. This agreement remains in force during the time agreed for the period of professional placement and after until the time when all obligations of the Parties under this agreement have been fulfilled.
	2. If the signature of the agreement takes place after the beginning of the period of professional placement, the agreement is deemed to be valid retroactively as of the beginning of the period of professional placement.
	3. Every Party to the agreement is entitled to an ordinary cancellation of the agreement at any time. The placement organisation and the university must notify of the cancellation 30 calendar days in advance, the student 15 calendar days in advance. The cancellation is carried out by written notification to other Parties. Cancellation by the student is valid also in the case it has been transmitted in a format which can be reproduced in writing either to the university or to the placement organisation (the Party who received the declaration of cancellation informs the other interested Party immediately).
	4. This agreement may be extraordinarily cancelled by every Party without prior notification if one of the Parties has committed a fundamental breach of this agreement for the purposes of the Law of Obligations Act. The agreement is cancelled by a written notification to the Party who breached the agreement. The Party who cancels the agreement notifies also the third Party to the agreement of the cancellation. Fundamental breaches by the student are deemed to be, inter alia, breaches referred to in subsection 88 (1) of the Employment Contracts Act.
	5. Every Party to the agreement is entitled to cancel the agreement extraordinarily when such circumstances occur that make the continuation of the agreement objectively impossible (e.g. in the event the student is deleted from the matriculation register, the placement organisation ceases its activities (and the placement organisation cannot objectively offer a substitute place), a case of force majeure occurs). In that event, the agreement will expire as of the moment the performance of the agreement becomes objectively impossible.
	6. In the event of cancellation, the agreement is considered to be terminated for all Parties to the agreement.
	7. If the student takes an academic leave, is ill for a longer period of time or another circumstance occurs which makes the continuation of the agreement temporarily impossible, the Parties to the agreement will decide whether to suspend the agreement (and continue the agreement when the circumstance is no longer present) or to terminate the agreement. The suspension and termination of the agreement is performed by an annex in writing.
	8. In the event of problems with the student’s self-discipline as regards the professional placement or studying that call into question the successful completion of studies, the Party who became aware of the problem shall immediately inform the other Parties, and the Parties will engage in trilateral cooperation for solving the situation. The Parties to the agreement are entitled to an ordinary cancellation of the agreement (see clause 9.3.). In the event of a valid condition (e.g. action or omission of the student may be considered to be a fundamental breach of the agreement), the Parties to the agreement are entitled to an extraordinary cancellation of the agreement (see clause 9.4.).
	9. This agreement may only be amended in writing. An annex to the agreement will be concluded for this purpose.
10. **Settlement of disputes**
	1. In the interpretation of the agreement and in issues not regulated herein, the Parties shall abide by the legislation of Tallinn University and the Republic of Estonia.
	2. In the event of disputes, all three Parties to the agreement will be involved in negotiations, involving, where appropriate, also relevant specialists from the institutions that coordinate workplace-based learning.
11. **Supervisors**
	1. The professional placement supervisor from the university is ………......... e-mail …............…… phone …………..
	2. The professional placement supervisor from the placement organisation is ………......... e-mail ………......... phone……….........
	3. The professional placement coordinator from the university is ………......... e-mail ………......... phone ……….........
12. **Identities and signatures of the Parties**

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| **Student**Name……….........Personal identification code ……….........Place of residence ……….........E-mail ……….........Phone ……….........Bank account ………........./*digitally signed*/ | **Placement organisation**Name……….........Registry code ……….........Postal address ……….........E-mail ……….........Phone ……….........Bank account ………........./*digitally signed*/ | **University**Name……….........Registry code ……….........Postal address ……….........E-mail ……….........Phone ……….........Bank account ………........./*digitally signed*/ |