

Governmental Decree 230/2012 compels universities to sign a cooperation agreement with internship workplaces where students intend to spend their internship periods.

The same governmental decree (and another regulation, namely § 44. of Act CCIV/2011 on national higher education) also prescribe that the internship workplace have a work contract with the student for the duration of the internship period. In each specific case, the compulsory time frame of the internship is as set in ministerial decree EMMI 18/2016. The University may only sign an agreement with the internship workplace for that specific time frame, for which period the student and the company shall also sign a work contract.

These regulations do not say that a practice period cannot be longer, uninterrupted continuous periods are of course allowed, however, cooperation agreements and work contracts are only valid for the compulsory internship time frame.

I suggest that we sign our agreement for this internship period and have the students sign their work contract for the same period. Afterwards, students may continue their "practice" by signing a voluntary contract with you - even from the day after our cooperation expires.

As far as insurance is concerned, according to § 44 (4) of the Act on Higher Education, universities are compelled to take out insurance for participants of higher education vocational trainings. However, the student in question does not take part in a vocational training, for which reason the University will not take over the costs of insurance. This policy applies at all times, we generally refuse to take out insurance for BA/BSc and MA/MSc students.

Finally, just as I mentioned on the phone, if the student spends a longer period with you the university may honour it with credit points for acquiring informal knowledge.

I hope my explanation contributes to settling the problem.

Relevant legal provisions:

2011. CCIV. tv. 44. § (1) With a valid student's work contract, the student may work

a) * for the institution, for a business entity established by the institution or for an external workplace, within the time frame of dual training, in the training programme or as a part of the training programme.

(2) * At all times, labour code provisions apply to students employed with a student work contract. When regulating students' work contracts, the government may formulate rules that are more favourable to students than the ones formulated in the labour code.

(3) The student as indicated in work contract

a) * is eligible for remuneration in the case specified in section (1) a). Students are also entitled for payment if the internship is for a continuous period of at least six weeks, or if they are participants of a dual training. The sum to be paid by the internship workplace - unless agreed otherwise - shall at all times reach sixty-five per cent minimum wage.

(3a) * In the framework of a training programme - or as a part thereof -, students – except dual training - may be employed by government authorities without a student work contract and without receiving payment, as specified in section (1) a). In such a case, students are protected by the provisions of the labour code all the same. Since a student will do actual work during their participation in practical training, an agreement has to be made in keeping with conditions specified by the government.

(3b) * In case of a traineeship at an employer whom the student has an employment relationship, a student work contract referred to in paragraph (1) point a) need to be concluded.

(4) The organisers of internships agree to take out an insurance for participants of higher education vocational trainings.

In keeping with Govt. Decree 230/2012 (17. § (1)) students taking part in compulsory internship trainings are only allowed to work with a student work contract signed by the internship workplace, as specified by § 44. (1) a).

(2) Employment based on a student work contract involves the student as employee, the internship workplace as employer, and the employment status specified in the student work contract as employment status.

(3) In the course of students' employment based on a student work contract

a) students are not allowed to do night shifts and irregular hours,

b) work time is not allowed to exceed eight hours a day, if work is scheduled in allocated cumulative working hours, it is not allowed to exceed one week,

c) students shall be granted a minimum of twelve hours' leisure time a day,

d) no probation period can be set,

e) Provisions set in 105. § (2) and 106. § (3) of the labour code are not applicable.

(4) * If the student is involved in dual training, the student's work contract is valid for the entire duration of the training.

(5) * If the student is involved in dual training, the work contract should be signed by 30 September (by 28 February in a cross-semester schedule).

18. § (1) Specifically, the student's work contract shall include:

a) The official details of the internship venue, such as name, address, contact details, tax number, statistical code, corporate registration number or entrepreneurial registration number, executive's name;

b) The personal details of the student, such as name, birth name, birthplace, birth date, mother's name at birth, address, student ID, contact details, tax code, social security code, bank account number, and for foreign students, nationality and temporary address;

c) The details of the student's higher education institution, such as name, address, contact details, institution ID, authorised representative's name;

d) in keeping with the training and completion requirements, a specification of future qualifications, and the training time frame;

e) the student's job description;

f) The place and time frame of the internship (start and end dates), its phases (if applicable), and the number of hours per day;

The remuneration for the student, specified in 44. § (3) a) of Nftv, or an indication if it's not applicable;

g) the name of the student's internship coordinator and the name of the internship venue manager.

h) the specification of the amount and conditions of miscellaneous benefits and discounts over the pay entitlement and discounts prescribed by relevant law.

(2) The agreement has to include the internship venue's commitment that the training of incoming students is held at a place where health and safety requirements are kept and that the training meets the requirements of the university's vocational programme and matches its curriculum.

(3) The student's work contract also includes the student's commitment to

a) keep to the training schedule of the internship venue and meets the training requirements to complete the internship;

b) learn the skills taught during the internship period to the best of knowledge;

c) comply with safety, health and protection requirements;

d) refrains from actions that may put the rightful interests of the internship venue to risk.

For internships specified by 18/A. § * . 44. § (3a) of Nftv. the provision in 17. § (3) always applies.

18/B. § * (1) Specifically, the agreement with the student shall include:

a) The official details of the internship venue, such as name, address, contact details, and its executive's name;

b) The personal details of the student, such as name, birth name, birthplace, birth date, mother's name at birth, address, student ID, contact details, and for foreign students, nationality and temporary address;

c) The details of the student's higher education institution, such as name, address, contact details, institution ID, its authorised representative's name;

d) in keeping with the training and completion requirements, a specification of future qualifications, and the training time frame;

e) the assignments to be accomplished during the internship time frame;

f) The place and time frame of the internship (start and end dates), its phases (if applicable), and the number of hours per day;

g) the name of the student's internship coordinator and the name of the internship venue manager.

(2) The agreement has to include the internship venue's commitment that the training of incoming students is held at a place where health and safety requirements are kept and that the training meets the requirements of the university's vocational programme and matches its curriculum.

(3) The agreement also includes the student's commitment to

a) keep to the training schedule of the internship venue and meets the training requirements to complete the internship;

b) learn the skills taught during the internship period to the best of knowledge;

c) comply with safety, health and protection requirements.

Budapest, 5 February 2019.