Annex 2

APPROVED by

HSE University Directive

No. \_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_

**Template**

**Agreement for Practical Training of Students**

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_

National Research University Higher School of Economics, hereinafter “HSE University”, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 indicate full name of the signatory representing HSE University

acting pursuant to Power of Attorney No. \_\_\_\_\_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_\_\_, 20\_\_, on the one hand, and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 indicate the name of the Industry-specific Organization

hereinafter “Industry-specific Organization”, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 indicate name of the signatory representing the Organization

acting pursuant to Power of Attorney No. \_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, on the other hand, hereinafter individually referred to as a “Party” and collectively - as the “Parties”, have entered into this Agreement for Student Practical Training (hereinafter the “Agreement”) as follows:

1. **The Agreement's Subject**
	1. The subject of the Agreement is the organization of practical training for HSE University students (hereinafter “practical training”).
	2. Degree programmes, or components of degree programmes that require the organization of practical training for their implementation, total number of students engaged in respective components of their degree programmes, and the timeframes for practical training shall be agreed upon by the Parties in the letters exchanged between the Parties as per the procedure specified in clause 4.5 hereof. The organizational aspects of the practical training shall be approved by the Parties prior to the start of the practical training.

 *Option 1 (applicable for internships organized in a face-to-face format).*

1.3. The implementation of components of the degree programme shall be carried out with the use of Industry-specific Organization's facilities, located at the address \_\_\_\_\_\_\_.

 *Option 2. (applicable for internships organized remotely).*

* 1. The implementation of components of the degree programme shall be carried out remotely, without the use of the premises owned by the Industry-specific Organization. As per part 4 art. 16 of Federal Law No. 273-FZ "On Education in the Russian Federation", dated December 29, 2012, the place of business of HSE University shall be deemed as the location where the educational activities are implemented whenever practical training is held remotely.
1. **Rights and Obligations of the Parties**
	1. HSE University is obliged to:
		1. at least 10 (ten) working days prior to the start of the practical training for each degree programme component, submit to the Industry-specific Organization a letter with a list with the names of HSE University interns, who are engaged in the respective degree programme components through practical training, as well as the degree programme name and timeframe of the internship, at the address specified in clause 5 hereof;
		2. appoint a practical training supervisor at HSE University who will:
			1. ensure the delivery of practical training during the implementation of the degree programme components;
			2. organize the participation of students in the completion of certain types of works, which are relevant to their future professional activities;
			3. provide methodological support for HSE University students during the completion of certain types of work, which are relevant to their future professional activities;
			4. bear responsibility jointly with the staff member of the Industry-specific Organization charged with the implementation of the degree programme components in a form of practical training, for the health and safety of both the University’s staff and students, compliance with fire safety rules, occupational safety requirements, safety techniques and sanitary/epidemiological rules and hygienic norms;
		3. should a practical training supervisor be replaced, inform the Industry-specific Organization about this within a 10-day period;
		4. delineate in a class timetable those types of learning activities, internships and other degree programme components, which shall be mastered by the University’s students through practical training, e.g., the place and timeframe for their provision;
		5. second HSE University students to the Industry-specific Organization for the pursuit of the degree programme components in the form of practical training.
	2. The Industry-specific Organization is obliged to:
		1. at least within 5 (five) working days upon receipt of HSE University’s letter, send a letter to the University’s address, as specified in clause 5 hereof, to acknowledge the acceptance of students for internships at the Organization;
		2. foster the conditions for the implementation of the degree programme components in the form of practical training and, unless otherwise is stated in p. 1.3 of the Agreement, grant students access to equipment and technical facilities for learning in an amount permitting the completion of certain types of work, as deemed relevant to the future professional activities of the University’s students;
		3. appoint a responsible individual, who meets the requirements of Russian labour legislation in terms of clearance for the engagement in teaching activities, from among the staff at the Industry-specific Organization, who will be overseeing the organization of practical training processes on behalf of the Industry-specific Organization;
		4. confirm that the appointee meets requirements of respective Russian labour legislation with respect to their admission to teaching activities, guarantee the submission by the responsible staff member and transmission to HSE University of a written Representations and Warranties form, as developed by the University (Annex No. 1 to the Agreement);
		5. should a person appointed as per p. 2.2.3 of the Agreement be replaced with a new responsible officer, within a 10-day period, inform HSE University about this, and thus ensure the receipt the Warranties and Representations form from the new appointee, as per p. 2.2.4 of the Agreement;
		6. ensure safe conditions for the implementation of the practical training components, compliance with fire safety regulations, occupational safety requirements, safety techniques and sanitary/epidemiological rules and hygienic norms;
		7. carry out evaluations of job conditions at workplaces, utilized for the implementation of the practical training components, as well as inform HSE University's administration about the labour conditions and occupational safety requirements in effect at said workplaces;
		8. familiarize interns with the internal labour regulations in place at the Industry-specific Organization;
		9. conduct orientations for HSE University students with respect to occupational safety and safety practices, as well as oversee that students observe said techniques;
		10. inform the practical training supervisor at HSE University about any and all instances of breaches of internal labour regulations, occupational safety standards and safety techniques in place at the Industry-specific Organization, committed by the University’s students.
	3. HSE University is entitled to:
		1. monitor that the conditions for the implementation of the practical components of the degree programme are aligned with the Agreement's terms;
		2. request information in regards to the organization of practical training, including the quality and volume of completed work, as deemed relevant to the students' future professional activities;
		3. demand that the Industry-specific Organization's responsible staff member present written Representations and Warranties, as per p. 2.2.4 of the Agreement.
	4. The Industry-specific Organization is entitled to:
		1. request that HSE University students follow internal labour regulations, occupational safety standards and safety techniques and confidentiality requirements in place at the Industry-specific Organization, as well as undertake all necessary steps to avert situations when disclosure of confidential information is likely;
		2. should breaches of their obligations or confidentiality requirements be identified during the practical training period, as committed by a student, the provision of the practical training components shall be suspended with respect to said learner.
2. **The Agreement's Term**
	1. The Agreement shall come into effect upon its signing and remain valid for \_\_\_\_\_\_\_ (\_\_\_\_\_\_\_) year(s).
3. **Final Provisions**
	1. Disputes and disagreements, which may arise between the Parties during the implementation of this Agreement’s terms, shall be settled through negotiation.
	2. If the settlement of disputes through negotiation is unfeasible, such disputes shall be subject to review by court.
	3. Amendments to the Agreement shall be made upon to the Parties' mutual consent, in writing and in the form of addendums to the Agreement, thus be made an integral part thereof.
	4. The termination of the Agreement is possible upon the Parties' mutual consent, by court order, or through either Party's withdrawal from the execution of this Agreement. The Party that initiates unilateral withdrawal from this Agreement's performance must inform the other Party about this at least 2 (two) months prior to the Agreement's termination.
	5. All notices, warnings, notifications, representations and other legally significant messages (hereinafter collectively referred to as “messages”) exchanged by the Parties during this Agreement's implementation shall be sent by the Parties in writing by e-mail or regular post service (hereinafter “via post”) with registered letters with notice upon delivery, in case of sending a claim - with a list of attached documents, to the addresses indicated in clause 5 herein, or delivered by courier to the Industry-specific Organization's authorized representative against his/her signature.
	6. This Agreement is drafted in 2 (two) copies, with 1 (one) copy for each Party. All copies shall bear equal legal force.
	7. This Agreement has the following attachments, which shall constitute an integral part hereof:

Annex No. 1 – Sample Warranties and Representations Form for Responsible Staff Member.

1. **Addresses, Bank Details and Signatures of the Parties:**

|  |  |
| --- | --- |
| Industry-specific Organization: *Name**Location*[*INN*] [*KPP*]Contact person: *full name, position*]Telephone: [ *telephone number* ]E-mail: [ *e-mail*] | HSE University: National Research University Higher School of Economics Location: 20 Myasnitskaya UlitsaMoscow, Russia, 101000INN 7714030726 KPP 770101001 |
| Job title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / initials, last name/seal | Contact person: *full name, position*]Telephone: [ *telephone number* ]E-mail: [ *e-mail*]Job title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / initials, last name /seal |

Annex No. 1

to Agreement for Practical Training

Template

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**WARRANTIES AND REPRESENTATIONS**

**of responsible staff member** in charge of the implementation of practical components of degree programmes at the Industry-specific Organization

|  |  |
| --- | --- |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ |

1. For the purposes of ensuring safe conditions for the practical training of HSE University students at the Industry-specific Organization

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

short name of the Industry-specific Organization

(hereinafter the "Organization") (art. 28, 41 of Federal Law No. 273-FZ "On Education in the Russian Federation", dated December 29, 2012, provisions of the Agreement for Practical Training signed between HSE University and the Organization),

 I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

full name

having been appointed as the responsible staff member for the provision of the practical components of degree programmes on the part of the Industry-specific Organization,

 as defined by art. 431.2 of the Civil Code of the Russian Federation, hereby warrant and represent to HSE University that I am not subject to any restrictions in terms of my clearance to engage in the implementation of education activities, namely:

I am not deprived of the right to engage in teaching activities as per a court verdict that is in force;

I do not have, not have I had, any criminal record, nor have I been subject to criminal prosecution (with the exception of the termination of said prosecution on exonerative grounds) for crimes against a person's life and health, freedom, honour and dignity (with the exception of unlawful admission to in-patient psychiatric care facilities and instances of slander), a person’s sexual integrity and freedom, family and minors, public health and morality, foundations of the constitutional system and state security, humanity, as well as public safety;

I do not have an unexpunged or unspent conviction for other premeditated grave or serious crimes;

I have not been deprived of legal capacity as per federally established procedures;

I do not have ailments included in the list of occupational hazards and risky works, which must be preceded by obligatory prior and periodic medical examinations (check-ups).

1. HSE University shall rely on the aforementioned warranties made by the responsible staff member which shall be deemed material for the performance or the termination of the Agreement for Student Practical Training signed between HSE University and the Industry-specific Organization.
2. I am hereby obliged to promptly disclose to HSE University, in writing, information (as early as I become aware of it) about any issue, occurrence, grounds and/or circumstance (e.g., inaction), which may arise or which may become known to myself after the signing of the Agreement for Student Practical Training, signed between HSE University and the Industry-specific Organization, and until the expiry of the term thereof, and which may constitute a breach of any of these warranties and representations.
3. In order to ensure compliance on the part of HSE University with respect to normative legal acts, the directives of federal executive authorities, municipal entities, decisions, decrees and inquires of bodies and persons charged with the implementation of individual functions and powers of HSE University’s founder, performing control, oversight and watchdog functions and other inspections in relation to the University, including auditors, as well as ensuring oversight on the part of the University in regards to persons who come into contact with minors in their professional activities, I hereby give my consent to the University for the latter's implementation, starting from the day when these warranties and representations are signed and throughout the entire term of the Agreement for Student Practical Training by HSE University and the Industry-specific Organization, with respect to the recording, systematization, accumulation, storage, update, retrieval, use, transfer (exclusively for the purposes stated above) of my personal data, as contained herein, including via automated means for data processing. This timeframe shall not limit HSE University with respect to its organization of archival storage of documents, containing personal data, in electronic (digital) formats.

I hereby consent to the anonymization, blocking, erasure and destruction of said personal data in instances when this is necessary and/or possible during the fulfilment of said purposes.

I am aware that my consent for the processing of my personal data may be withdrawn through my submission to HSE University of a written request with substantiated reasons for doing so provided therein.

The staff member responsible for the delivery of practical training components of the degree programme at the Industry-specific Organization:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

full name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

signature / initials, last name

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_

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|  |  |
| --- | --- |
| **Industry-specific Organization:** ***Name*** | **HSE University:**  |
| Job title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / initials, last name/seal | Job title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / initials, last name /seal |