**OSTIM TECHNICAL UNIVERSITY**

**WORKPLACE EXPERIENCE APPLICATION EDUCATION PROGRAM**

**COOPERATION PROTOCOL**

**Article 1 PARTIES**

(1) This Protocol was signed between … ("Workplace") and OSTIM Technical University ("University") on 17/01/2020.

(2) The University and the Workplace will hereinafter be referred to briefly as "Party" or “Parties."

**Article 2 SCOPE**

(1) This Protocol includes the rules regarding the Workplace Experience Education Program, in which associate degree and undergraduate students of the University have the opportunity to work in fields pertaining to their education for a certain period of time in the workplace, and the principles regarding the rights and obligations of the Parties.

**Article 3 BASIS**

(1) This Protocol has been prepared relying on Appendix 23 and Appendix 24 of the 2547 Higher Education Law, the 5th and 6th article of the OSTIM Technical University Main Regulations and the OSTIM Technical University Associate Degree-Undergraduate Education and Examination Regulations.

**Article 4 DEFINITIONS**

(1) For the purpose of this Protocol:

**Academic:** shall mean the academic responsible for the Workplace Experience course,

**Advisor:** shall mean the lecturer who will be assigned by the Dean or Director to follow the implementation of education in the workplace, to supervise the students' situation in the application and to contribute to the business and work cooperatively with KARPIEM,

**Coordinator:** shall mean the KARPIEM coordinator assigned by the Rectorate,

**Dean:** shall mean the deans of the faculties within the university,

**Director:** shall mean the director of the vocational school within the university,

**Education:** shall mean the training associate and undergraduate students will receive in the Workplace in order to consolidate their theoretical education with practice and to gain knowledge regarding the functioning of the workplace, beginning from the second semester until the last semester (including the last semester), with there being 14 weeks in each semester and at least one full day per week,

**Education Supervisor:** shall mean the education supervisor designated for the students at the Workplace,

**Faculty:** shall mean the faculties of the university,

**Form:** shall mean the document to be filled in by the education supervisor to evaluate the Student's Education, including the student's grade,

**KARPIEM:** shall mean Career Planning and On-the-Job Training Office Coordinator (Kariyer Planlama ve İş Başı Eğitim Ofis Koordinatörlüğü), affiliated with the University Rectorate,

**MYO:** shall mean the vocational school of the university (Meslek Yüksekokulu),

**Student:** shall mean students enrolled in associate and undergraduate programs of the university,

**University:** shall mean OSTIM Technical University,

**Workplace:** shall mean public or private institutions and organizations, businesses, professional organizations, foundations and associations that students will be assigned for their Education and that have signed a cooperation protocol with the University.

**Article 5 VALIDITY and DURATION**

(1) This Protocol will come into force on the date it is signed and will continue to be in effect unless terminated by the parties.

(2) The Parties may terminate the Workplace Experience Application Program by notifying the other Party under circumstances that will not result in damages for the other Party. As of the termination date, the Education of the Students in the Workplace will continue until the end of the semester.

**Article 6 EDUCATION PERIOD**

(1) The Education period consists of a total of 7 (seven) semesters in the undergraduate program and a total of 3 semesters in the associate degree program. In the last semester of the associate degree and undergraduate programs, the Education will be carried out full-time in the workplace.

(2) Each semester is 14 (fourteen) weeks.

(3) Students or Parties may request to change the place of training during the semester due to imperative reasons. This request is resolved with the agreement of KARPIEM, the Dean's Office or the Directorate and the Enterprise.

**Article 7 PERIOD AND DURATION OF WORK AT THE WORKPLACE**

(1) The duration of workplace application education is 14 weeks. A full working day is 8 hours.

(2) Students must comply with the working hours of the Enterprise where they will be receiving workplace application education.

(3) Uninterrupted education is essential. However, in necessary cases, with the approval of the Dean's Office and the MYO Directorate, the education can be carried out in different time periods and in different workplaces, provided that the students are notified in advance and the Enterprise is informed.

(4) In order to graduate, students must complete their education within the time allocated in the academic program of their faculties and departments.

**Article 8 DETERMINATION OF THE QUOTA AND STUDENTS**

(1) The Workplace will state the quota it will allocate for each semester at the beginning of the academic year.

(2) The Dean's Office or the Directorate can appoint different students to go to the Workplace for each semester. However, this opportunity can also be utilized by a student.

**Article 9 COORDINATORS OF THE PROGRAM and EXECUTION OF THE PROGRAM**

(1) In the Workplace, the coordinator of the program is the Education Supervisor and the students work under the supervision of the Education Supervisor.

(2) KARPEM is the coordinator of this program at the University. All relations with the Workplace are conducted through the Coordinator.

(3) The Education is carried out within the framework of the provisions of the "Student Application Contract" signed by the Coordinator, Student and Workplace Authority and prepared under the provisions of this Protocol. The Student Application Contract is an integral appendix of this document.

**Article 10 SELECTION and SUPERVISION OF STUDENTS**

(1) The workplace determined by KARPIEM, the Dean’s Office or Directorate is notified of the students. The Dean and Director determine the workplace of the students, taking into account the demands of the students, and it is notified to KARPIEM. Student lists are forwarded to the workplace by KARPIEM.

(2) The planning and supervision of all activities of the students within the scope of the Education are carried out under the joint responsibility of the Coordinator, Education Supervisor, Advisor and Academic.

**Article 11 RESPONSIBILITIES and RIGHTS OF STUDENTS**

(1) The Workplace will make every effort to ensure that the students fulfill the following duties and responsibilities:

a) Students must do their workplace education at the institutions that have signed the protocol.

b) Education cannot be suspended and the Workplace cannot be changed without informing KARPIEM.

c) During the Education, the students are obliged to observe the work to be done firsthand and to carry out duties where necessary. They must attend all professional activities (Seminar, In-Service Training, Development Courses, etc.) carried out in the units of the workplace where they receive their education.

d) Students must abide by the working hours of the Workplace, all rules and regulations, mainly occupational safety, and the Student Disciplinary Regulations. If it is determined that the student does not obey the workplace rules, the Workplace will immediately determine the situation with a report and send the report to the Coordinator as soon as possible. The coordinator will immediately deliver the report to the Dean's Office or Directorate. In this case, the student's Workplace is changed upon the request of the Workplace.

e) The Education Supervisor will keep a record of the Student's daily work and send the document (in jpeg or PDF format) to the Coordinator via mail on the last working day of the week.

f) The student cannot leave the workplace without permission. In cases where leave is required, a leave form is prepared and approved by the Education Supervisor.

g) Each day that the Education is not possible, that the student is on leave, is counted towards the student's absenteeism. The student cannot be absent for more than 20% of the education period.

h) The student cannot participate in union activities in the workplace.

(2) Students' rights are as follows;

a) Students are not paid any fees during their Education, apart from legal obligations.

b) Students are expected to benefit from other social services provided to the workers in the Workplace, either paid or unpaid. However, Students cannot benefit from the aids made on the basis of a legal right or collective agreement.

c) The University pays the insurance premiums of Students receiving Workplace Education under the protocol for Work Accidents and Occupational Diseases within the scope of Law No.5510.

d) Students are not allowed to work in the night shift to be arranged for production plan purposes of the workplace.

**Article 12 RESPONSIBILITIES OF THE WORKPLACE and EDUCATION SUPERVISOR**

(1) The responsibilities of the workplace regarding workplace education are as follows:

a) To ensure that students also benefit from the dining and social opportunities provided to their own staff,

b) To assign an Education Supervisor in order for the Student’s Education to be carried out according to the principles of this Protocol and workplace rules,

c) To allow on-site inspections by the Advisor or the Academic,

d) To take necessary precautions in order to prevent students experiencing work accidents and occupational diseases and in case of an accident at the Workplace, to inform the University immediately and the other relevant institutions within 3 working days, taking necessary actions.

(2) The responsibilities of the Education Supervisor are as follows:

a) To take necessary precautions in order to prevent students experiencing work accidents and occupational diseases and in case of an accident at the Workplace, to inform the University immediately and the other relevant institutions within 3 working days, taking necessary actions,

b) To ensure that the theoretical and practical knowledge and skills that students have acquired at the University are reinforced with applied practices in the business environment,

c) To give students a daily, weekly and monthly work plan and responsibilities,

d) To be the only addressee of the student in terms of management in the Workplace,

e) To prevent the student from being assigned to jobs that do not comply with the program he/she is studying and that may cause health problems,

f) To instill in students the professional culture and discipline,

g) To inspect and approve/reject the daily workplace education file kept by Students and their activities,

h) At the end of the Education program, to fill in the evaluation form and send it to the Advisor in a sealed envelope.

**Article 13 LIABILITY UNDER KVKK and CONFIDENTIALITY**

(1) Parties shall accept that all information obtained through the carrying out of this protocol, with the exception of information known and/or could be made known by legal means, is confidential business information and is not to be shared with third parties and/or organizations or disclosed to the public without the consent of the other party, except in case of legal obligations. Parties should avoid any behavior that could result in the disclosing of confidential information; otherwise, they accept, declare and commit to compensating immediately with the first written request for all damages that the other party has suffered or will suffer for this reason.

(2) The university accepts, declares, and commits to having obtained the students' information transferred to the Workplaces by legal means, and to informing the relevant persons of their rights in the10th and 11th articles of the Personal Data Protection Law (“Kişisel Verilerin Korunması Kanunu” or “KVKK”) in order to transfer their information to the Workplace, and to receiving their consent in accordance with the law.

(3) The Workplace accepts and undertakes that it will not process these data for any purpose other than the Education, that the students will be informed in writing, that they will dispose of the data at the end of a reasonable period, otherwise the Workplace will be responsible for all damages that may occur.

The company ……………………………. approves of cooperation with OSTIM Technical University in the Workplace Experience Application Education Program endeavor within the framework of the provisions of this document with a total yearly quota of (…), of which (…) are associate degree and (…) are undergraduate students.

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