

## FRAMEWORK AGREEMENT

for

### Undergraduate and Master's Degree Student Traineeship Programmes

This framework agreement is concluded between the following parties:

**1. BABEŞ-BOLYAI UNIVERSITY, higher education institution located in Cluj-Napoca 400084, 1 Mihail Kogălniceanu Street, tax identification number 4305849, IBAN RO76TREZ216504601X007224 open at Cluj-Napoca Treasury, telephone 0264.405300, fax 0264.591906, email [contact@ubbcluj.ro](mailto:contact@ubbcluj.ro), legally represented by professor Daniel David, PhD, as Rector, hereinafter referred to as traineeship coordinator,**

**2. Company/central or local public institution/legal person**

\_\_\_\_\_, located in \_\_\_\_\_,  
 \_\_\_\_\_ Street, phone \_\_\_\_\_, fax \_\_\_\_\_,  
 email \_\_\_\_\_ tax identification number/CIF \_\_\_\_\_, bank account \_\_\_\_\_  
 \_\_\_\_\_ open at \_\_\_\_\_, represented by \_\_\_\_\_ acting  
 as \_\_\_\_\_, hereinafter referred to as traineeship partner, address where traineeship is organised

**3. Mr./ Mrs./Ms.** \_\_\_\_\_, citizen of \_\_\_\_\_,  
 residence address (city) \_\_\_\_\_ Street,  
 apt. \_\_\_\_\_, county \_\_\_\_\_, phone \_\_\_\_\_, email \_\_\_\_\_,  
 National Identification Number \_\_\_\_\_, ID card/Passport Serial Number \_\_\_\_\_, born  
 (date) \_\_\_\_\_ (place) \_\_\_\_\_, enrolled at Babeş-  
 Bolyai University of Cluj-Napoca, Faculty of \_\_\_\_\_, year \_\_\_\_\_, group \_\_\_\_\_ specialisation  
 \_\_\_\_\_, hereinafter referred to as trainee.

#### ART. 1 Object of Framework Agreement

- (1) The framework agreement sets out the traineeship background to assist the trainee in building theoretical knowledge and training skills related to the area of specialisation they are pursuing.
- (2) The trainee completes the traineeship in order to acquire the professional competencies outlined in the traineeship portfolio, which is an integral part of the framework agreement.
- (3) The traineeship format and course are detailed in both the framework agreement and the traineeship portfolio included in the addendum to this agreement.

#### ART. 2 Trainee Status

The trainee maintains their undergraduate/master's degree student status at the higher education institution throughout the traineeship.

#### ART. 3 Traineeship Terms and Conditions

- (1) The duration of the traineeship will be of \_\_\_\_\_.
- (2) The traineeship period is scheduled from \_\_\_\_\_ to \_\_\_\_\_.

#### ART. 4 Remuneration and Social Contributions

- (1) The traineeship (check the box that applies):
  - is carried out under an employment contract and, therefore, both parties may benefit from the provisions of Law No. 72/2007 pertaining to incentive measures for pupil and student employment.
  - is not carried out under an employment contract.
  - is carried out as part of a programme supported by the European Social Fund.
  - is carried out as part of the Project .....
- (2) In the event of subsequent employment, the traineeship will not be included as accumulated service unless performed under a contract of employment.
- (3) The trainee will not claim any remuneration from the traineeship partner unless the trainee has an employee status.
- (4) The traineeship partner may, however, grant the trainee a bonus or benefits in kind as set out in Article 12.

#### ART. 5 Trainee Obligations

- (1) The trainee will adhere to the work schedule established for the duration of the traineeship. They will carry out the activities in accordance with the tutor's instructions and traineeship portfolio, as well as the statutory requirements regarding task quantity and difficulty.
- (2) Throughout the traineeship, the trainee will adhere to the traineeship partner's internal regulations. In the event of non-compliance, the traineeship partner's manager has the right to terminate the framework agreement following

preliminary discussions with the trainee and their tutor, as well as notification to the head of the educational institution where the trainee is enrolled and acknowledgement of receipt of notification.

(3) The trainee shall adhere to the workplace safety and health standards as outlined by the traineeship partner's representative prior to the start of the traineeship.

(4) During the traineeship, the trainee will not reveal any information they have access to, including information about the traineeship partner or its clients, to a third party or publish it even after the traineeship terminates without the traineeship partner's permission.

#### **ART. 6 Traineeship Partner Obligations**

(1) The traineeship partner will appoint a tutor for the traineeship from among its own personnel, whose responsibilities will be outlined in the traineeship portfolio, which is an integral part of the framework agreement.

(2) If the trainee fails to comply with their obligations, the tutor will contact the supervising instructor and suggest that penalties be imposed in line with the higher education institution's organisational and operating guidelines.

(3) The traineeship partner will provide a briefing on workplace safety and health standards prior to the start of the traineeship, in accordance with the applicable legal provisions. The traineeship partner will take the necessary precautions to ensure the trainee's safety and well-being at work and will inform the trainee about the occupational health norms and prevention of professional risks regulations.

(4) The traineeship partner will provide the resources required for the trainee to acquire the competencies outlined in the traineeship portfolio.

(5) Throughout the traineeship, the traineeship partner will provide free access to occupational medicine services.

#### **ART. 7 Traineeship Coordinator Obligations**

(1) The traineeship coordinator appoints a supervising instructor to oversee the planning, organisation, and monitoring of the traineeship. The traineeship theme and professional competencies targeted by the traineeship are established by the supervising instructor and the tutor appointed by the traineeship partner.

(2) If the traineeship progress does not meet the traineeship partner's commitments under this agreement, the higher education institution's executive (traineeship coordinator) may decide to terminate the traineeship in accordance with the framework agreement's terms and conditions after giving advance notice to the traineeship partner's manager and receiving acknowledgement of receipt of notification.

(3) The traineeship coordinator grants the trainee the ECTS credits stipulated in this agreement after the traineeship is completed successfully; the credits earned will be included in the diploma supplement in accordance with the Europass regulations (Decision No 2241/2004/EC of the European Parliament and the Council of the European Union).

#### **ART. 8 Persons appointed by the traineeship coordinator and traineeship partner**

(1) The tutor (the person in charge of the trainee's traineeship, appointed by the traineeship partner):

Mr/Ms \_\_\_\_\_

Position \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

(2) The supervising instructor (the person appointed by the traineeship coordinator to be in charge of the trainee's traineeship):

Mr/Ms \_\_\_\_\_

Position \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

#### **ART. 9 Assessment of traineeship (ECTS credits earned)**

After completion of the traineeship the trainee is granted a total of \_\_\_\_\_ ECTS credits.

#### **ART. 10 Traineeship Report**

(1) The trainee will be evaluated by the tutor and the supervising instructor throughout the period of the traineeship. They will evaluate the trainee's acquisition of relevant professional skills on the one hand, and the trainee's conduct and adaptability in the traineeship partner's activity on the other (behaviour, punctuality, task-fulfilling accountability, compliance with the rules and regulations of the company/public institution, etc.).

(2) The tutor will write an evaluation report at the end of the traineeship rating the trainee's level of competencies obtained. The summative assessment will be used as the basis for the supervising teacher's evaluation.

(3) Even after completing the traineeship, the trainee will submit a traineeship journal on a regular basis, containing:

- name of traineeship module;
- acquired skills;
- activities undertaken during the traineeship;
- personal observations on completed tasks.

**ART. 11 Workplace Health and Safety. Trainee’s Social Security**

(1) The trainee shall attach to this agreement proof of their valid health insurance for the duration of the traineeship in the country/state where the trainee carries out the traineeship. If the traineeship is held in Romania, the students are legally entitled to health insurance.

(2) Throughout the traineeship, the traineeship partner will adhere to the legislative regulations governing occupational health and safety for the trainee.

(3) The trainee’s social security is provided in accordance with the applicable legal provisions. As a consequence, the trainee is covered by work accident law during the traineeship period, pursuant to the requirements of Law No. 346/2002 on insurance for work accidents and occupational diseases, with subsequent amendments and completions.

(4) If the trainee is harmed during the traineeship or while commuting to the traineeship partner institution, the traineeship partner will notify the insurance provider of the accident.

**ART. 12 Traineeship Optional Terms**

(1) Bonuses or prizes granted to the trainee, where applicable:


\_\_\_\_\_  
(2) Benefits such as reimbursement for travel expenses to and from the traineeship partner institution, luncheon vouchers, and access to the traineeship partner institution’s cafeteria, where applicable:

\_\_\_\_\_  
(3) Other remarks:\_\_\_\_\_.

**ART. 13 Final Provisions**

The parties have agreed that any of the following types of signature used in the framework agreement: handwritten signature, handwritten signature in carbon copy, handwritten signature in electronic form, simple electronic signature and extended electronic signature may be used to confirm the consent of the parties regarding the terms of this agreement/ framework agreement.

The framework agreement herewith was signed in 3 (three) original copies, one for each party, on

	Rector Babeş-Bolyai University - Traineeship coordinator -	Official representative Company/central or local public institution/legal person - Traineeship partner -	Undergraduate/master’s degree student - Trainee -
Last name and First name	Professor Daniel David, PhD		
Date	01.10.2024		
Signature			
Legally endorsed*			

\*The UBB legal endorsement is required only when a Traineeship Agreement was not previously signed.

I hereby acknowledge that I have read and understood the terms and conditions as provided above,

	Last name and first name	Position	Signature
Supervising instructor			
Tutor			
Date			