

FRAMEWORK - CONVENTION

on the performance of the traineeship within the bachelor's or master's degree programs

(document requested by the Order of the Minister of Education, Research and Youth no. 3955/2008 regarding the approval of the General Framework for the organization of internships within the bachelor's and master's degree programs)

This Framework-Convention is concluded between:

The Higher education institution-“**1 DECEMBRIE 1918**” UNIVERSITY OF ALBA IULIA (hereinafter referred to as *the internship organizer*),

represented by the Rector

Mr. **PROF. VALER DANIEL BREAZ, Ph.D.**

address of the internship organiser:

5 Gabriel Bethlen Street, Alba Iulia, Alba County, ZIPP Code 51009, email: cond@uab.ro,

Phone: +40258816030

The Company, the central or local institution, legal person.....
(hereinafter referred to as *a internship partner*),

represented by (name and qualification)

Mr./Mrs.....

address of the internship partner:.....

address where the internship will take place.....

email:....., telephone:.....

Student/Master student..... (hereinafter referred to as *trainee*)

Personal identification number

Birth date....., place of birth....., citizen.....

passport (if the case)....., residence permit (if the case).....

Home address.....

The address where he/she will reside during the internship.....

enrolled in theacademic year ”1 DECEMBRIE

1918” UNIVERSITY OF ALBA IULIA, Faculty....., series....., group.....

email:....., telephone:.....

Art. 1

Subject-matter of the Framework Convention

(1) The Framework Convention establishes the framework within which the traineeship is organized and carried out in order to consolidate theoretical knowledge and to develop skills, in order to apply them in accordance with the specialization for which it is trained, carried out by the trainee.

(2) The traineeship is carried out by the trainee in order to acquire the professional competences mentioned in the practice portfolio, an integral part of this Framework Convention.

(3) The modalities for carrying out and the content of the traineeship training period are described in this Framework Convention and in the portfolio of practice contained in the Annex to this Framework Convention..

Art. 2

Status of the trainee

The trainee remains, throughout the traineeship period, a student/ master student of the higher education institution.

Art. 3

Duration and period of the internship

- (1) The traineeship will have the duration of
- (2) The period of the traineeship is from (day/month/year) , up to (day/month/year)

Art. 4

Payment and social obligations

- (1) Traineeship (tick the appropriate situation):

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<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

- It is performed within an employment contract, the two partners being able to benefit from the provisions of Law no. 72/2007 on stimulating the employment of pupils and students.
- It is not performed within the framework of an employment contract.
- It is carried out within the framework of a project financed by the European Social Fund.
- It is carried out within the project

(2) In the case of subsequent employment, the period of the traineeship will not be considered as seniority in the situation where the Convention is not carried out under a contract of employment.

(3) The trainee cannot claim a salary from the traineeship partner, unless the trainee has the status of employee.

(4) The traineeship partner may all grant the trainee an allowance, gratification, premium or advantages in kind, as specified in Article 12.

Art. 5

Responsibilities of the trainee

(1) The trainee has the obligation that during the traineeship to comply with the established work schedule and to execute the activities specified by the tutor in accordance with the portfolio of practice, provided that the legal framework regarding their volume and difficulty is respected.

(2) During the traineeship, the trainee complies with the internal regulations of the traineeship partner. In the event of non-compliance with these rules, the head of the practice partner reserves the right to annul the Framework Convention, after having previously listened to the views of the trainee and tutor and of the head of the educational institution where the trainee is enrolled and after receipt of the acknowledgement of receipt of this information.

(3) The trainee has the obligation to comply with the occupational safety and health rules that he/she has acquired from the representative of the internship partner before the start of the internship.

(4) The trainee also undertakes not to use, under any circumstances, the information to which he/she has access during the traineeship about the traineeship partner or his/her clients, in order to communicate it to a third party or to publish it, even after the end of the traineeship, only with the agreement of that practice partner.

Art. 6

Responsibilities of the traineeship partner

(1) The traineeship partner will establish a tutor for the traineeship, selected from among their own employees and whose obligations are mentioned in the practice portfolio, an integral part of the Framework Convention.

(2) In case of non-compliance with the obligations by the trainee, the tutor will contact the supervising teaching staff, applying sanctions according to the organization and functioning regulation of the higher education institution.

(3) Before the start of the traineeship, the partner has the obligation to train the trainee on the safety and health rules at work, in accordance with the legislation in force. Among its responsibilities, the traineeship partner will take the necessary measures for the safety and health at work of the trainee, as well as for communicating the rules of prevention on occupational risks.

(4) The traineeship partner must provide the trainee with all the means necessary to acquire the competences specified in the practice portfolio.

(5) The traineeship partner has the obligation to ensure that the trainees have free access to the occupational health service, during the traineeship.

Art. 7

Obligations of the organizer of the traineeship

(1) The traineeship organizer appoints a supervising teaching staff, responsible for planning, organizing and supervising the conduct of traineeship. The supervising teaching staff, together with the tutor appointed by the traineeship partner, establish the topics of traineeship and the professional competences that are the subject of the training period.

(2) If the traineeship period is not in accordance with the commitments made by the practice partner under this Convention, the head of the higher education institution (practice organiser) may decide to interrupt the traineeship period in accordance with the Framework Convention, after having informed the head of the practice partner and after receipt of the acknowledgement of receipt of this information.

(3) Following the successful development of the traineeship, the organizer will grant the trainee the number of credits specified in this contract, which will also be specified in the Diploma Supplement, according to the Europass regulations (Decision 2.241/2004/EC of the European Parliament and of the Council).

Art. 8

Persons designated by the traineeship organizer and the traineeship partner

(1) The tutor (the person who will have the responsibility of the trainee from the traineeship partner):

Mr./Mrs

Position

Telephone Email

(2) The supervising teaching staff, responsible for monitoring the development of the traineeship on behalf of the traineeship organizer:

Mr./Mrs.....

Position.....

Telephone..... Email

Art. 9

Evaluation of the traineeship period through transferable credits

The number of transferable credits that will be obtained as a result of the traineeship is

Art. 10

Report on the traineeship

(1) During the traineeship, the tutor together with the supervising teaching staff will evaluate the trainee at all times, based on an observation/evaluation form. There will be evaluated both the level of acquisition of professional competences, as well as the behavior and the way of integrating the trainee in the activity of the traineeship partner (discipline, punctuality, responsibility in solving the tasks, compliance with the internal regulations of the enterprise / public institution, etc..).

(2) At the end of the traineeship, the tutor prepares a report, based on the assessment of the level of acquisition of competences by the trainee. The result of this evaluation will be the basis for the grading of the trainee by the supervising teaching staff.

(3) Periodically and after the end of the internship, the trainee will present a traineeship booklet that will include:

- the name of the training module;
- practiced competence;
- activities carried out during the traineeship;
- personal remarks on the work done.

Art. 11

Health and safety at the work place.

Social protection of the trainee

(1) The trainee attaches to this contract the proof of medical insurance valid during the period and on the territory of the state where the internship is carried out.

(2) The traineeship partner has the obligation to comply with the legal provisions on health and safety at work of the practice during the internship.

(3) The trainee shall be provided with social protection in accordance with the legislation in force. As a result, according to the provisions of Law No 346/2002 on insurance for accidents at work and occupational diseases, as subsequently amended and supplemented, the trainee benefits from the legislation on accidents at work throughout the training period.

(4) In the event of an accident incurred by the trainee, either during work or while travelling to work, the traineeship partner undertakes to inform the insurer of the accident that occurred.

Art. 12

Optional conditions for conducting the traineeship period

(1) Indemnity, gratifications or bonuses granted to the trainee:

(2) Possible advantages (payment of transport from and to the place of traineeship, meal tickets, access to the canteen of the traineeship partner etc.):

(3) Other clarifications:

Art. 13

Final provisions

Drafted in three copies on:

	Rector - Institution Of higher education (Traineeship organizer)	Representative Company, central or local institution, legal person (Traineeship partner)	Student/Master Student - (Trainee)
Name and surname	PROF.VALER DANIEL BREAZ, PhD.		
Date			
Signature			
Stamp			

I M AWARE OF.

	Name and surname	Position	Signature
Supervising teaching staff			
Tutor			
Date			