ANNEX 1

**FRAMEWORK AGREEMENT REGARDING THE COMPLETION OF THE PRACTICAL TRAINING STIPULATED IN THE UNDERGRADUATE / MASTER CURRICULUM**

This framework agreement shall be closed between:

1. **Politehnica University of Timișoara** (hereinafter referred to as practical training organiser), represented by **Rector Prof. Dr. Eng. Viorel-Aurel ȘERBAN**, the organiser’s address being: TIMIȘOARA, postal code 300 006, Piața Victoriei, nr. 2, telephone: 0256. 403001, e-mail: rector@upt.ro;
2. **S.C………** (hereinafter referred to as **practical training partner**), represented by (name and capacity)………, the practical training partner’s address being……………., the address where the practical training shall take place: ………, e-mail: ………, telephone: ………;
3. **Student** ………**,** (hereinafter referred to as trainee), personal identification number ……… , date of birth ………, place of birth ………, citizenship ………, passport (where applicable) ………, residence permit (where applicable) ………, residence address………, address where the applicant shall live during the practical training ………, enrolled in the academic year 2016/2017 at Politehnica University of Timișoara, Faculty of………, field of study/specialization……… , year of study………, group ………, e-mail: ………, telephone: ………..

**Art 1. Object of the framework agreement**

1. *This framework agreement* sets up the framework under which the practical training is organised and carried out to strengthen the theoretical knowledge and to develop the trainee’s skills in order for the trainee to be able to apply them.
2. The organisation and the content of the practical training shall be described in this framework agreement.

**Art. 2. Status of the trainee**

During the whole practical training, the trainee shall maintain his/her role as student at Politehnica University of Timisoara.

**Art. 3. Duration of the practical training**

1. The practical training shall be carried out for a period of ………. **.**
2. The practical training shall be carried out from …… (day/month/year), until ……… (day/month/year) .

**Art. 4. Payment and social obligations**

1. The practical training shall take place on the premises of **S.C.**……… **.**
2. In case of subsequent employment, the duration of the practical training shall not be counted as seniority in case the agreement is not part of a work contract.

1. The trainee cannot claim a salary from the practical training partner except for the situation in which the trainee is employed by the practical training partner.

**Art. 5. Responsibilities of the trainee**

1. During the practical training, the trainee must comply with the stipulated work schedule and carry out the activities specified by the tutor in accordance with the practical training program adhering to the legal framework concerning their volume and difficulty.

1. During the practical training, the trainee shall comply with the practical training partner’s Internal Regulation Policy. In case of non-compliance with this policy, the practical training partner shall reserve its right to void the framework agreement after having taken notice in advance of the trainee’s and the practical training supervisor’s points of view and after having notified the head of the faculty where the trainee is enrolled, and after having received the confirmation of receipt of this information.

1. The trainee shall have the obligation to comply with the occupational health and safety regulations which the trainee has taken knowledge of from the practical training partner’s representative before having started the practical training.

1. The trainee hereby undertakes not to use, by any means whatsoever, the information he or she has access to during the training about the practical training partner or its customers, and not to disclose it to a third party or publish it, even after the completion of the training, unless having the express consent of the practical training partner.

**Art. 6. Responsibilities of the practical training partner**

1. The training partner shall appoint *a practical training supervisor*, selected from its graduate employees.

1. In case of non-compliance with the obligations by the trainee, the supervisor shall contact the member of the teaching staff in charge with the practical training by applying sanctions in accordance with the university’s specific regulations.

1. Before starting the practical training, the partner has the obligation to instruct the trainee regarding the occupational health and safety regulations in accordance with the enforceable legislation. Among its responsibilities, the practical training partner shall take all the necessary measures to ensure the occupational health and safety of the trainee as well as to communicate the professional risk prevention measures. The practical training partner has the obligation to ensure the free access of the trainees to the occupational health services during the practical training.

1. The practical training partner shall offer the trainee all the necessary means in order for the trainee to acquire the competences specified in the practical training portfolio.

**Art. 7. Obligations of the practical training organiser**

1. The practical training organiser shall appoint a supervising member of the teaching staff, in charge with planning, organising and supervising the completion of the practical training. The supervising member of the teaching staff, together with the tutor appointed by the practical training partner shall set up the practical training program and the professional competences that make the object of the practical training.

1. In case the completion of the practical training shall not comply with the commitments taken by the practical training partner within this agreement, the practical training manager may decide the termination of the practical training in accordance with the framework agreement after having notified in advance the practical training partner’s manager and after having received the confirmation of receipt of this information.

**Art. 8. Persons appointed by the practical training organiser and by the practical training partner**

1. **Practical training supervisor** (person guiding the trainee, appointed by the practical training partner):

Mr./Ms………, role………, telephone………, fax………, e-mail ………;

1. **Supervising member of the teaching staff** in charge with the completion of the practical training, appointed by the practical training organiser:

Mr./Ms ……… role………, telephone………, fax………, e-mail ………. .

**Art. 9. Assessment of the practical training through credit transfer**

The number of credits to be transferred following the completion of the practical training shall be specified in the student’s learning contract.

**Art.10. Report on the practical training**

1. During the practical training, the supervisor together with the supervising member of the teaching staff shall assess the trainee permanently, using an *observation/assessment chart*. It will be evaluated both the level of acquisition of the professional competences, and the trainee’s behaviour and professional conduct on the practical training partner’s premises (discipline, punctuality, responsibility in solving the tasks, complying with the enterprise’s/organisation’s interior regulation policy, etc.).

1. Upon completion of the practical training, the supervisor shall draw up a *report*, based on the assessment of the trainee’s level of acquisition of the competences, and shall issue a practical training certificate in case of a positive assessment. The result of this assessment shall help the supervising member of the teaching staff in giving a mark to the trainee.

1. Regularly and after having completed the practical training, the trainee shall present a *practical training file* comprising the following: the name of the training module; the competences put to practice; the activities carried out during the practical training; personal observations concerning the activities carried out, etc.

1. Following an oral exam held at the higher education institution, on basis of the practical training documents, the very good/good/satisfying score issued by the host institution shall be equalled by a *pass* in the practical training mark roll, while the unsatisfying score issued by the host institution shall be equalled by a *fail* in the practical training mark roll.

**Art.11. Occupational health and safety**

1. The practical training partner shall have the obligation to comply with the legal provisions concerning the trainee’s occupational health and safety during the practical training.

1. The trainee shall benefit from social protection in accordance with the enforceable legislation. Thus, under provisions of Law no. 346/2002 on workplace accidents and occupational diseases insurance, with subsequent amendments and supplements, the trainee shall be covered by the law on workplace accidents during the practical training.

1. In case of a workplace accident, either during worktime or while going to the workplace, the practical training partner hereby undertakes to notify the insurer concerning the accident having taken place.

**Art.12. Discretionary conditions concerning the completion of the practical training**

1. Allowances or bonuses awarded to the trainee: ……….
2. Possible incentives (payment of transportation from and to the location where the practical training takes place, meal tickets, access to the practical training partner’s canteen, etc.): ………..
3. Other mentions: ………..

**Art.13. Final provisions**

Drawn up in three duplicates on: ………(day/month/year) .

## Politehnica University of Timişoara Company………

RECTOR, DIRECTOR / PRESIDENT,

Prof. Dr. Eng. Viorel-Aurel ŞERBAN Ms./Mr.………

Supervising member of the teaching staff,

………

Trainee,

………