

## FRAMEWORK AGREEMENT REGARDING THE COMPLETION OF THE PRACTICAL TRAINING STIPULATED IN THE UNDERGRADUATE CURRICULUM (Bachelor and Master's Levels)

This framework agreement shall be closed between:

1. **Politehnica University of Timișoara** (hereinafter referred to as practical training organiser), represented by Rector Assoc. Prof. Florin DRĂGAN, PhD Eng, the organiser's address being: TIMIȘOARA, postal code 300 006, Piața Victoriei, nr. 2, telephone: 0256. 40301, e-mail: rector@upt.ro; unique registration code: 4269282, hereinafter referred to as the **Practical Training Organizer**,
  
2. .... (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: .....; hereinafter referred to as the **Practical Training Partner**
  
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..... at Politehnica University of Timișoara, Faculty of....., field of study/specialization....., .....year, group....., e-mail:....., telephone: ..... hereinafter referred to as the **Practical Trainee**

### 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 training of practical skills, to apply them in accordance with the specialization for which the practicing student is trained.
- (2) The practical training is carried out by the student trainee in order to acquire the professional competencies mentioned in the Practical training Portfolio which is correlated with the practice discipline sheet, an integral part of this convention. The place of the internship is ...
  
- (3) The organisation and the content of the practical training shall be described in this framework agreement and in the Practical Training Portfolio in the Annex.

### 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 as described in the Academic Curricula consists of .....[hrs.]
- (2) The practical training period is in accordance with the structure of the current academic year, from ..... (day/month/year) until ..... (day/month/year).

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

(1) Practical training stage (tick the appropriate situation):

- 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;
- is not performed under an employment contract;
- is carried out in the framework of a project financed by the European Social Fund;
- is carried out within the project .....

(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.

(3) 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.

(4) The practice partner may, however, grant the practitioner an indemnity, gratuity, bonus or benefits in kind, according to the legislation in force.

### **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.

(2) 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. This situation leads to resuming of the practical training and to the holding of a new evaluation colloquium in the next academic year.

(3) 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.

(4) 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 employees, whose obligations are mentioned in the practical training portfolio, an integral part of the framework convention.

(2) 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 according to the laws and regulations in force.

(3) Before starting the practical training, the partner has the obligation to instruct the trainee regarding the occupational health and safety regulations, for each distinct training position, 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.

(4) The practical training partner must provide the student trainee with all the means necessary to carry out the activities specified in the practical training portfolio.

(5) The practical training partner has the obligation to ensure the student trainee free access to the occupational medicine service, during the practical training.

(6) Following the successful completion of the internship, the practical training partner will grant the student, upon request, a certificate of completion of the training programme.

## **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.

(2) 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 .....

(2) **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 is...

## Art.10. Report on the practical training

(1) During the practical training, the training 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.).

(2) Upon completion of the practical training, the training supervisor shall fill in the Training certificate and optionally, the assessment chart based on the trainee's level of acquisition of the competences. The result of this assessment shall help the supervising member of the teaching staff in giving a mark to the trainee. At the end of the training period, the student drafts a training file, also assumed by the tutor from the training partner. The certificate and the evaluation form completed by the tutor will be the basis for the student's grading according to the Framework Regulation for the organization and development of students' practice in UPT.

(3) 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.

(4) For bachelor level, following a colloquium 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.

(5) For master's level, following a colloquium held in the higher education institution, based on the practice documents, the grade very good / good / satisfactory issued by the host institution is equivalent to promotion marks in the catalogue of the practical discipline (5-10), and the unsatisfactory rating issued by the host institution is equivalent to non-promotion marks in the catalogue of the practical discipline.

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

(1) The practitioner attaches to this contract the proof of the medical insurance valid during the period and on the territory of the state where the practical training takes place.

(2) 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.

(3) 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.

(4) 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: .....

	<b>Politehnica University Timișoara,</b>	<b>Training partner representative</b>	<b>Student trainee</b>
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	<b>by Rector</b>		
Full name	Assoc. Prof. Florin DRĂGAN, PhD Eng.	.....	.....
Date	.....	.....	.....
Signature	.....	.....	.....

I took note,

	Faculty member supervisor	Practical training supervisor
Full name	...	...
Position	...	...
Date	.....	.....
Signature	.....	.....

**ANNEX to the FRAMEWORK AGREEMENT REGARDING THE COMPLETION OF THE PRACTICAL TRAINING STIPULATED IN THE UNDERGRADUATE CURRICULUM (Bachelor and Master's Levels)**

## PRACTICAL TRAINING PORTFOLIO

Related to the **FRAMEWORK AGREEMENT** REGARDING THE COMPLETION OF THE PRACTICAL TRAINING STIPULATED IN THE UNDERGRADUATE CURRICULUM (Bachelor and Master's Levels)

1. Total duration of practical training: .....
2. Training schedule:  
.....
3. Practical training period, working time and schedule (specify the practical training days for part-time work):  
.....
4. Address where the practical training will take place: .....
5. Travel outside the place where the student trainee is assigned includes the following locations: .....
6. Conditions for receiving the student / master student during the training period:  
.....
7. Ways to ensure complementarity between the training acquired by the practicing student in the higher education institution and during the internship:  
.....
8. Name and surname of the faculty member who ensures the pedagogical supervision of the trainee student during the training period: .....
9. Rights and responsibilities of the faculty member in the educational unit - organizer of the training, during the training period:  
.....
10. Name and surname of the supervising tutor appointed by the company who will ensure the observance of the training conditions and the acquisition by the student trainee of the professional competencies planned for the period of the training: .....
11. Rights and responsibilities of the supervising tutor appointed by the training partner:  
.....
12. The modalities for carrying out the training - The topic of the training program and the student's tasks according to the provisions of Training Sheet  
.....

13. Defining the competencies that will be acquired during the internship

Competencies	....
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Training module	....
Workplace	....
Planned activities	....
Observations	....

14. Ways of evaluating the professional training acquired by the student trainee during the practical training period:

The evaluation of the student trainee during the practical training period will be done by the tutor.

	<b>Faculty member supervisor</b>	<b>Supervising tutor</b>	<b>Student trainee</b>
Name and surname	...	...	...
Position	...	...	...
Date	...	...	...
Signature	...	...	...