



Agreement on Student Traineeship

The hereby agreement is concluded between

UNIVERSITATEA BABEŞ-BOLYAI (as **traineeship coordinator**), str. Mihail Kogălniceanu nr. 1, 400084 Cluj-Napoca, Romania, telephone: (00) 40 264 405300, fax: (00) 40 264 591906, e-mail: <staff@ubbcluj.ro>, TIN: 4305849, IBAN: RO76TREZ216504601X007224, Trezoreria Cluj-Napoca, represented by Professor Ioan Aurel Pop, Rector, member of The Romanian Academy,

and

_____ (as **traineeship partner**),
address: _____, country: _____,
telephone: _____, fax: _____, e-mail: _____,
TIN: _____, IBAN: _____,
bank: _____,
represented by _____.

Article 1 - Object of agreement

- (1) The parties have agreed on _____ traineeships to be carried out in the field of traineeship partner by the students enrolled at traineeship coordinator as below:
 - a) _____ undergraduate/master's degree students in _____ at the Faculty of _____;
 - b) _____ undergraduate/master's degree students in _____ at the Faculty of _____;
- (2) The traineeship is meant to assist the trainee in acquiring professional competencies beyond the theoretical learning path.

Article 2 - Status of trainee

- (1) The trainee shall maintain his/her status of student at the higher education institution throughout the traineeship.
- (2) The relationship between the trainee and the traineeship partner shall not fall under the terms of individual work relations (stipulated by the specific legal provisions).

Article 3 - Traineeship terms and conditions

- (1) The length of the traineeship shall be of _____ day(s)/hour(s).
- (2) The traineeship shall be carried out in compliance with Act No 258/2007, Ordinance No 3955/2008 issued by the Ministry of Education, Research and Youth, internal regulations of both traineeship coordinator and partner, as well as any other legal provisions in force.



- (3) The traineeship coordinator and partner shall nominate the persons in charge of traineeship management (supervising teachers and tutors respectively).
- (4) The above-named persons shall have the necessary competence to assess the activity carried out by the trainee.
- (5) In the event one party is given confidential information on the other, the former will under no circumstance disclose it without preliminary agreement by the latter.
- (6) Concrete responsibilities of parties and trainees, as well as other aspects related to the proper traineeship process shall be set out in master frameworks accompanied by the traineeship portfolios.

Article 4 - Final clauses

- (1) This agreement is valid for the academic year _____ - _____. Parties can agree to an extension of the agreement by means of an additional document.
- (2) Communication regarding the fulfilment of the agreement and of the agreement-based conventions shall be exclusively in writing, acknowledgement of receipt included.

The agreement herewith is drafted today, _____,
in 2 (two) copies, one for each party.

Coordinating institution

Professor Ioan Aurel Pop
Rector
Member of The Romanian Academy

Partner institution

Legal representative

Position

Legal endorsement



**Master Framework
for Undergraduate and Master's Degree Student Traineeship**

The hereby master framework is concluded between

1. **UNIVERSITATEA BABEŞ-BOLYAI** (hereinafter referred to as **traineeship coordinator**), str. Mihail Kogălniceanu nr. 1, 400084 Cluj-Napoca, Romania, telephone: (00) 40 264 405300, fax: (00) 40 264 591906, e-mail: <staff@ubbcluj.ro>, TIN: 4305849, IBAN: RO76TREZ216504601X007224, Trezoreria Cluj-Napoca, represented by Professor Ioan Aurel Pop, Rector, member of The Romanian Academy,

2. _____
(hereinafter referred to as **traineeship partner**), address: _____
country: _____,
telephone: _____, fax: _____, e-mail: _____,
TIN: _____, IBAN: _____,
bank: _____,
represented by _____, position: _____

3. **Mr/Mrs/Ms** _____, a Romanian national, permanent residence: _____,
NIN: _____, holder of identity card/passport series _____ No _____,
date of birth: _____,
place of birth: _____,
a _____-year undergraduate/master's degree student
in _____ at Babeş-Bolyai University of Cluj-Napoca,
Faculty of _____ (hereinafter referred to as **trainee**).

Article 1 - Object of master framework

- (1) The master framework sets out the traineeship background to assist the trainee in developing his/her theoretical knowledge and in training skills specific to the area of specialisation he/she is preparing for.
- (2) The trainee carries out the traineeship with a view to acquiring the professional competencies stipulated in the traineeship portfolio which forms an integral part of the master framework herewith.
- (3) The traineeship structure and progress are described in both the master framework and in the traineeship portfolio attached hereto.

Article 2 - Status of trainee

- (1) The trainee will maintain his/her status of undergraduate/master's degree student at the higher education institution throughout the traineeship.

Article 3 - Traineeship terms and conditions

- (1) The length of the traineeship will be of _____ day(s)/hour(s), from _____ to _____.
- (2) The trainee will carry out the traineeship at the following address: _____
country: _____.

Article 4 – Remuneration and social contribution

- (1) Please tick as appropriate:



- The traineeship is carried out under a contract of employment and, therefore, both partners may benefit from the provisions of Act No 72/2007 with reference to incentive measures for pupil and student employment.
 - The traineeship is not carried out under a contract of employment.
 - The traineeship is carried out within a project funded with the support of the European Social Fund.
 - The traineeship is carried out within another project (please indicate)
-
- (2) In case of later employment, the traineeship will not be considered as length of service unless carried out under a contract of employment.
- (3) The trainee will not claim any remuneration from the traineeship partner unless the trainee has the status of employee.
- (4) The traineeship partner may, however, grant the trainee a bonus or benefits in kind as set out in Article 12.

Article 5 – Trainee duties

- (1) The trainee will comply with the work programme set out for the whole traineeship period. He/she will carry out the activities according to the tutor's guidelines and traineeship portfolio, in compliance with the legal provisions relating to the amount and difficulty of tasks.
- (2) During the traineeship, the trainee will meet the rules of procedure of the traineeship partner. In case of non-compliance, the manager of the traineeship partner is entitled to cancel the master framework after preliminary discussions with the trainee and his/her tutor, acknowledgement of the manager of the university where the trainee is enrolled as well as acknowledgement of receipt of notification.
- (3) The trainee will meet the requirements of the workplace safety and health standards presented by the representative of the traineeship partner before the start of traineeship.
- (4) During the traineeship, the trainee will under no circumstance disclose the information he/she has access to, information pertaining to the traineeship partner or its customers. Nor will he/she disclose the information to a third party or publish it after completion of the traineeship without the agreement of the traineeship partner.

Article 6 – Traineeship partner responsibilities

- (1) The traineeship partner will nominate a tutor among its own employees for the traineeship concerned; tutor's obligations will be set out in the traineeship portfolio which forms an integral part of the master framework herewith.
- (2) In case the trainee does not comply with his/her obligations, the tutor will contact the supervising teacher requesting the imposition of sanctions in accordance with the organisational and operating rules of the higher education institution involved.
- (3) Before the traineeship begins, the traineeship partner will carry out a briefing on workplace safety and health standards, in compliance with the legal provisions in force; the traineeship partner will take the necessary steps towards ensuring the trainee's safety and welfare at the workplace; also, the traineeship partner will inform the trainee on the rules regarding the prevention of professional risks.
- (4) The traineeship partner will provide the trainee with all means necessary for his/her acquisition of competencies set out in the traineeship portfolio.
- (5) The traineeship partner will give the trainee free access to the occupational medicine service throughout the traineeship.

Article 7 – Traineeship coordinator responsibilities

- (1) The traineeship coordinator names a supervising teacher in charge with traineeship planning, organising and monitoring.



- (2) In case the traineeship progress does not comply with the commitments of the traineeship partner within this convention, the manager of the higher education institution (traineeship coordinator) may decide to interrupt the traineeship in keeping with the terms and conditions of the master framework after preliminary acknowledgement of the manager of the traineeship partner and acknowledgement of receipt of notification.
- (3) After the successful completion of the traineeship, the traineeship coordinator confers the trainee the ECTS credits as set out in the present agreement; the credits earned will be included in the diploma supplement, in compliance with the Europass regulations (Decision No 2241/2004/EC of The European Parliament and of The Council).

Article 8 – Persons nominated by the traineeship coordinator and the traineeship partner

- (1) The tutor (the person responsible for the trainee's traineeship nominated by the traineeship partner):
Mr/Mrs _____
Position: _____
Telephone: _____ fax: _____ e-mail: _____
- (2) The supervising teacher (the person responsible for trainee's traineeship nominated by the traineeship coordinator):
Mr/Mrs _____
Position: _____
Telephone: _____ fax: _____ e-mail: _____

Article 9 – Assessment of traineeship (ECTS credits earned)

After completion of the traineeship the trainee earned a total of _____ ECTS credits.

Article 10 – Traineeship report

- (1) The tutor and the supervising teacher will evaluate the trainee for the whole duration of the traineeship. They will assess on the one hand the acquisition by the trainee of the appropriate professional competencies and, on the other hand, the behaviour and integration of the trainee in the traineeship partner's activity (discipline, punctuality, task-fulfilling responsibility, compliance with the rules and regulations of the company/public institution concerned).
- (2) At the end of the traineeship, the tutor will draw up an evaluation report assessing the trainee's level of competencies acquired; the result of the assessment will be considered as a basis for the appraisal of the supervising teacher.
- (3) Even after the completion of the traineeship, the trainee will submit periodically a traineeship copybook covering the training method, competencies practised, and activities carried out during the traineeship as well as personal remarks on the tasks accomplished.

Article 11 – Workplace health and safety. Social security of the trainee

- (1) The trainee will attach to this contract the evidence of his/her health insurance valid for the period and the national state where the trainee carries out the traineeship. In case the traineeship takes place on Romanian national territory, the students have a health insurance by the effect of law, under Act No 95/2006 article 213.
- (2) The traineeship partner will abide by the legal provisions regarding the workplace health and safety of the trainee throughout the traineeship.
- (3) The social security of the trainee is provided in compliance with the legal provisions in force. Therefore, the trainee will abide by the legal provisions concerning accidents at the workplace throughout the traineeship period under the provisions of Act No 346/2002 on workplace accident insurance and professional disorders, subsequent amendments included.



- (4) In the event the trainee is injured during the traineeship itself or during transit to the traineeship partner institution, the traineeship partner will acknowledge the insurer on the accident that took place.

Article 12 – Traineeship optional terms

- (1) Bonuses granted to the trainee, as the case may be: _____
- (2) Intended benefits such as payment of travel expenses to and from the traineeship partner institution, luncheon vouchers, access to the cafeteria of the traineeship partner institution, as the case may be: _____
- (3) Other remarks: _____

Article 13 – Final provisions

The master framework herewith is drafted in 3 (three) original copies, one for each party, on _____.

	Rector of the higher education institution (traineeship coordinator)	Representative of the company/central or local institution/ legal person (traineeship partner)	Undergraduate/ Master's degree student (trainee)
Name and surname	Professor Ioan Aurel Pop Rector Member of The Romanian Academy		
Date			
Signature			
Seal			
Legal endorsement			

Having acknowledged

	Name and surname	Position	Signature
Supervising teacher			
Tutor			
Date			



Total hours: _____

Traineeship partner

Legal representative

Tutor

Trainee

Undergraduate/
Master's degree student



**Student Final Assessment Record
Evaluation from the Traineeship Convener**

Name and surname of the trainee: _____

Faculty of _____

Area of specialisation: _____ Year of study: _____

Name and surname of the tutor: _____

Company/institution: _____

Name and surname of the traineeship convener: _____

Start date of the traineeship: _____

End date of the traineeship: _____

Period of assessment	Evaluator	Basis for assessment	Weight	Mark	Points
Whole duration of the traineeship	Traineeship convener	1. Traineeship copybook/project 2. Student self assessment	50%		
Whole duration of the traineeship	Tutor	Student assessment report. Evaluation from the tutor	30%		
End of traineeship	Traineeship convener	Oral examination	20%		
Total points					

Final mark: _____

Signature of the traineeship convener



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**Student Assessment Report
Evaluation from the Tutor**

Name and surname of the trainee: _____

Faculty of _____

Area of specialisation: _____

Year of study: _____

Name and surname of the tutor: _____

Company/institution: _____

Start date of the traineeship: _____

End date of the traineeship: _____

Assessment criteria and weight in the final mark		Grade granted and points allocated										Total points / criterion
		Excellent	Very good		Good		Satisfactory		Unsatisfactory			
1. Interest and motivation in carrying out duties	15%	10	9	8	7	6	5	4	3	2	1	
2. Ability to assume duty responsibilities; task fulfilment	25%	10	9	8	7	6	5	4	3	2	1	
3. Problem-solving ability confirmed	20%	10	9	8	7	6	5	4	3	2	1	

4. Ability to adapt to various circumstances	10%	10	9	8	7	6	5	4	3	2	1	
5. Initiative to planning and carrying out duties	10%	10	9	8	7	6	5	4	3	2	1	
6. Verbal communication effectiveness	10%	10	9	8	7	6	5	4	3	2	1	
7. Ability to work as part of a team and create a good relationship	10%	10	9	8	7	6	5	4	3	2	1	
Final mark	100%											

Remarks:

1. Please tick the mark for each criterion.
2. Total points/criterion are calculated by multiplying the weight of each criterion with the final mark you give for that.
3. The final mark is the sum of points the trainee earns for each criterion.

A mark less than 5	fail
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Student fortes: _____

Points for improvement and remarks: _____

Date

Signature of the tutor
