



Str. Pantelimon Halipa, nr.16
IAȘI, 700656, ROMÂNIA
Tel./Fax: 0232226102
email: spiholban@yahoo.com
www.colegiultehnicionholban.ro

Economic operator: _____
Tel: _____
Number of registration: _____

FRAMEWORK AGREEMENT for professional training of students through state vocational education

I. Entered into by and between

1. Educational unit (organizer of training) "Ion Holban" Technical College, headquartered in Iași, 16 Pantelimon Halipa street, Iasi county, tel./ 0232/226102, fax 0232/226102, CUI 4540755, bank account _____, opened at _____, legally represented by _____ and
2. Economic operator (practice partner _____ headquartered in _____, nr. _____ County _____ CUI _____ having an IBAN bank account _____, open at _____, tel. _____, fax. _____, legally represented by _____

II. Purpose

Art. 1. - This agreement establishes the responsibilities of the parties in initial vocational training for students enrolled in vocational education in the school year 2018-2019 as follows:

..... students, 9th grade, in the field of training: **Textile and leather industry**, qualification: **Textile and Leather operator**

..... students, 10th grade, in the field of training: **Textile and leather industry**, qualification: **Textile and Leather operator**

..... students, 11th grade, in the field of training: **Textile and leather industry**, qualification: **Textile and Leather operator**

Art. 2. - This framework contract is a general agreement on the basis of which the contracts for practical training of students in vocational education will be concluded, according to the annex no. 1 of [the Order of the Minister of Education, Research and Youth, no. 3.539 / 2012](#) regarding the approval of the contract for practical training of students in vocational and technical education.

III. Validity of the agreement

Art. 3. - (1) The present contract is concluded for a period of 4 years, including the period of time related to promotional activities, the recruitment, selection and admission of students, the entire preparation period for the enrolled students, including the final exam evaluation and certification of the qualification starting with the 2018 - 2019 school year and shall enter into force on the date of its signature by the legal representatives of the Contracting Parties.

The framework contract shall be updated annually and may be revised with the agreement of the parties.

IV. Requirements

Art. 4. - **Educational unit (organizer of training)** has the following obligations:

- a) organizes and carries out information and promotion activities of the vocational education;
- b) organize and carry out, together with the economic operator, information and promotion of the training offer mentioned in art. 1;
- c) submits the approval of the Administration Board of the educational unit to the creation of the Commission for Admission to Vocational Education and sends it for approval to the County School Inspectorate, according to the provisions of the methodology for organizing and carrying out the admission to the vocational education;
- d) elaborates, in partnership with the economic operator, the Pre-Selection Procedure of Candidates for Admission to Vocational Education, if the economic operator / public partner of the educational unit engages in financial support / incentives / other forms of support in vocational training of students through a commitment mentioned in the framework contract with the educational unit;
- e) submits the approval of the County School Inspectorate and the approval of the Administration Board of the educational unit Admission procedure and Pre-selection procedure of the candidates for admission to the vocational education;
- f) concludes contract with practice partner, students or their legal guardians / parents, under the terms and conditions stipulated in the Methodology for organization and functioning of vocational education and in the Methodology and the Admission to Vocational Education Act, in force;
- g) ensures training places, educational means, etc. - for the theoretical training, the technological laboratory and the practical training made in the educational unit, according to [Annex no. 1](#) to the present framework contract, the

- Vocational Training Standards, the curriculum frameworks and the curriculum in force;
- h) provide the human resources for the theoretical training, the technological laboratory and the practical training made in the educational unit, in accordance with the legal regulations in force;
 - i) designate, according to the Methodology for Organization and Functioning of Vocational Education, a coordinating teacher for each group / class of students in practical training. The coordinating teacher is responsible for carrying out the activities undertaken by the educational unit through the practical training agreement for each student in the group he / she is coordinating. The teacher designated by the educational establishment has the obligation to accompany and supervise students at the place of practice. The responsibilities of the coordinating teacher will be set out in detail in the Pedagogical Annex of the Practical Training Contract which will be concluded according to [the Order of the Minister of Education, Research, Youth and Sports no. 3539/2012](#);
 - j) the coordinator teacher of practice designated by the educational unit ensures, together with the trainer appointed by the economic operator, the assessment of the competences acquired by the student during the practical training period;
 - k) develops curriculum (curriculum for practical training) in accordance with the requirements of the economic operator and the requirements of the Professional Training Standards and in partnership with it;
 - l) establishes, in partnership with the economic operator, the hourly plans for the functioning of the vocational education, according to the provisions of the Methodology for organization and functioning of the state professional education;
 - m) plan, together with the economic operator, practical training sessions in accordance with the provisions of the Methodology for the organization and functioning of state vocational education;
 - n) ensures, in cooperation with the economic operator, the organization and carrying out of the certification exam of the professional qualification of the students, in accordance with the legal regulations in force; ensures the other rights of the students provided by the legislation in force.

Art. 5. –Economic operator has the following obligations:

- a) supports the educational unit in organizing and carrying out the activities of information and promotion of the vocational education;
- b) organize and carry out, together with the educational unit, information and promotion activities for the training offer mentioned in art. 1;
- c) proposes members for the admissions committee in the education at the level of the educational establishment;
- d) elaborates, in partnership with the educational unit, the Pre-Selection Procedure of Candidates for Admission to Vocational Education, if the economic operator / public institution partner of the educational unit engages in financial support / incentives / other forms of support for the vocational training of students through the commitments mentioned in [Annexes no. 1 and 2](#) to this framework contract;
- e) concludes contracts with the educational unit, students or their legal guardians / parents, for practical training under the terms and conditions stipulated in the Methodology for organizing and functioning of the state professional education;
- f) ensure, each school year during three (3) years of vocational education, the material conditions - training places, educational means, equipment, etc. - for laboratory classes, weekly practical training - local development curriculum, according to [Annex no. 1](#) to the present contract, Professional Training Standards, Framework Educational Plans and the curriculum in force;
- g) ensure the human resources - trainers - for the coordination of the practical training carried out at the economic operator, in accordance with the provisions of the Methodology for the organization and functioning of the vocational education. The responsibilities of the trainers will be laid down in detail in the practical training contracts concluded according to the provisions of the Methodology for the organization and functioning of the state professional education;
- h) the trainer appointed by the economic operator ensures, together with the coordinator teacher of the practice designated by the educational unit, the assessment of the competences acquired by the student during the practical training period;
- i) participate in the process of curriculum development (curriculum for practical training courses - curriculum in local development);
- j) establishes, in partnership with the educational unit, the working hours of the vocational education, according to the provisions of the Methodology for organizing and functioning of the state professional education;
- k) plan, together with the educational unit, practical training sessions for students in accordance with the provisions of the Methodology for the organization and functioning of vocational education;
- l) before the commencement of the practice, the economic operator has the obligation to ensure the trainer's training on the safety and health rules in the workplace in accordance with the legislation in force;
- m) the economic operator shall take the necessary measures for the safety and health at work of the practitioners, in accordance with the legal provisions in force;
- n) may organize further practical training sessions of students with their consent and / or their legal guardians / parents, in compliance with labour law provisions;
- o) ensure, in collaboration with the educational establishment, the organization and conduct of the exam for the certification of the professional qualification of the pupils, in accordance with the legal regulations in force; may organize further practical training sessions, observing the provisions of labour law. Additional internships are organized on the basis of an individual agreement concluded with the students or their legal guardian / tutor, in

accordance with art. 13 par. (5) of Annex no. 1 at [the Order of the Minister of Education, Research and Youth, no. 3.168/2012](#).

Art. 6. – (1) The economic operator will be able to provide material or other support under the law and according to his/her financial possibilities, such as:

- a) scholarship;
 - b) prizes, gratification, bonuses;
 - c) payment of the shipment to and from the place of training;
 - d) providing a meal / day;
 - e) mandatory medical examinations and analyses in order to carrying out the practical training according to the specific requirements, depending on the field of activity;
 - f) work and protective equipment according to the workplace requirements and risks.
- (2) The situation of incentives and forms of support granted to the student by the economic operator is presented in Annex no. 2 to this contract and must be completed annually.
- (3) [Annex nr. 2](#) shall be filled only if the economic operator provides material or other support under the law.
- (4) The conditions for granting the incentives and other forms of support mentioned above will be detailed by the economic operator and will be specified in the practice contracts concluded with the students.
- (5) The economic operator undertakes to respect the principles of equal opportunities and non-discriminatory treatment on grounds of gender, race, ethnicity, religious convictions in the process of student selection, in the process of professional training of pupils, in evaluating and certifying the professional training of students, in providing incentives, forms of support and facilities for students, engaging in or after completion of training.

Art. 7. – (1) Individual training agreements must cover the entire period of student training, including the final assessment and qualification certification exam.

- (2) Individual training agreements may be unilaterally terminated by the economic partner of the practice, only after the prior learning of the educational establishment.
- (3) The termination conditions provided in paragraph (2) will be specified in the individual training agreements.

V. Liability of the parties

Art. 8. - The non-fulfilment or inadequate performance of the obligations assumed by this contract entails the liability of the defaulting party, except for the exemptions provided by law.

VI. Modification and termination of the contract

Art. 9. - This contract may be modified with the agreement of both parties by an addendum which will be an annex to this contract.

Art. 10. - If the performance of one or more of the training courses listed in [Annex no. 1](#) to this Framework Contract is inconsistent with the commitments made by the economic operator and / or with the trainees' conventions for the training of the students, the educational establishment may decide to discontinue the training courses of the economic operator under this framework contract after informing prior notice of the economic operator and receipt of confirmation of receipt of such information.

Art. 11. - If the performance of one or more of the training courses listed in [Annex no. 1](#) to this framework contract is not in accordance with the commitments made by the educational establishment under this framework contract and / or the student internship, the economic operator may decide to interrupt the performance of the training courses covered by this contract - after informing the educational establishment and receiving confirmation of receipt of this information.

Art. 12. - This agreement may be terminated by either party by prior written notice giving 9 months' notice to the other party.

Art. 13. - Termination of the contract will have no effect on the obligations already existing between the Contracting Parties.

VII. Notifications

Art. 14. - In the submission of the Contracting Parties, any notification by one of them shall be valid if it is transmitted to the person and the address referred to in point I of this contract.

Art. 15. – If notifications cannot be made in writing, requests or other communications between the parties shall be deemed to have been made by transmission by e-mail, courier, fax, to the addresses specified by the parties or to any of the addresses that the parties undertake to communicate to each other.

Art. 16. - The party changing its notification address is required to notify the other party in writing within maximum 5 days of the change of address, email, telephone.

Art. 17. - Any notice aimed at amending this Agreement shall be in writing.

VIII. Major force

Art. 18. - Neither of the Contracting Parties shall be liable for the non-performance and / or improper execution (in whole or in part) of any obligation under this contract if the non-execution or improper execution of that obligation was caused by force majeure as defined by law.

Art. 19. - The Party invoking force majeure is required to notify the other party within 15 days of the occurrence of the event that a certificate or other document issued by the competent authority certifying the occurrence of force majeure is sent to the other party.

Art. 20. –If the event does not cease within 15 days of the beginning, the parties have the right to notify with notice of 5 days the rightful termination of this contract, without any claim of damages.

IX. Litigation

Art. 21. - The Parties agree that all misunderstandings regarding the validity of this contract or resulting from its interpretation, execution or termination shall be settled amicably by their representatives.

Art. 22. If it is not possible to resolve disputes amicably, the parties will address to the courts within the territorial jurisdiction of the headquarters of the educational establishment.

X. Final clauses

Art. 23. - This agreement, concluded with the agreement of the parties, is the official and legal instrument between the two parties.

Art. 24. - This contract, together with [annexes no. 1 and 2](#), which form an integral part thereof, represent the will of the parties and remove any other verbal convention between them, either before or after its conclusion.

Art. 25. - Not exercising one of the parties' rights under this contract is not equivalent to waiving those rights.

Art. 26. - This contract was concluded at _____ in 2 copies, one for each party.

Educational establishment: Technical College "Ion Holban" Iasi

Legal Representative (Name and Surname): _____

Function: Director

Signature

Economic operator: _____

Legal Representative (Name and Surname): _____

Function: _____

Signature

to the Framework Agreement for Professional Training of Students through State Professional Education

Sharing responsibilities for organizing and deploying the training during the school year.

Professional qualification: **Textile & leather operator**

1. The places where students are trained

9th grade

10th grade

Module of training	Laboratory / Weekly Practice Training	Total number of hours according to the curriculum	Number of hours spent at:	
			Educational establishment	Economic operator
I. Manufacturing technologies for Textile and Leather industry	Technological laboratory	64	64	
	Work Based Learning	192		192
II. Planning the own activity	Technological laboratory	-	-	
	Work Based Learning	192		192
III. Design and product development	Technological laboratory	64	64	
	Work Based Learning	-	-	
LDC-Local Developed Curriculum	Work Based Learning	270		270

11th grade

NOTE:

For the situation when the training course practiced in CDL is carried out in whole or partially in the school, the approval of the general school inspector, approved by the school inspector for vocational and technical education, is necessary.

We certify that educational establishments designed to conduct laboratory classes, weekly practical training and practical training, both in the educational establishment and the economic operator, provide all the conditions for students to acquire their skills in accordance with the training and curriculum in place.

The raw materials, materials and energy necessary to ensure that students acquire skills in accordance with the Vocational Training Standard and the curriculum in place are provided by the partner in the laboratory, weekly practical training.

For the periods of the CDL Practical Training Stage at the economic operator, the raw materials, the materials and the energy necessary to ensure that the student acquire the skills according to the Standard of Professional Training and the curriculum in force are ensured by.

2. Ensuring the raw materials and materials in the training courses organized at the educational establishment

9th grade

Learning outcomes	Raw materials, provided materials	
	By the school:	By economic operator:

10th grade

Learning outcomes	Raw materials, provided materials	
	By the school:	By economic operator:

11th grade

Learning outcomes	Raw materials, provided materials	
	By the school:	By economic operator:

Educational establishment: Technical College "Ion Holban" Iasi

Legal Representative (Name and Surname): _____

Function: Director

Signature

Economic operator: _____

Legal Representative (Name and Surname): _____

Function: _____

Signature

to the Framework Agreement for Professional Training of Students through State Professional Education

The state of incentives and forms of support given to the student by the economic operator in the _____ school year

Professional qualification: Textile&leather operator

Incentive/ form of support for students	Number of students foreseen to be enrolled in professional education	Number of students for which the economic operator will grant incentive / support	The value of incentive / support granted / student	Period for which incentive / support will be granted (No. of months)	Total value of incentive/ support granted for students (=3*4*5)
1	2	3	4	5	6
Scholarship					
Prizes, gratification, bonuses					
Payment of the shipment to and from the place of training					
Ensure a meals / day					
Examinations and medical tests mandatory in order to participate at training					
Work equipment					
Protection equipment					
Others:					
Others:					
Total value of incentives / support					

NOTE:

Annex no. 2 shall be filled in only if the economic operator provides material or other support under the law.

Economic operator: _____

Legal Representative (Name and Surname): _____

Function: _____

Signature



School: **Technical College "Ion Holban" Iasi**

School year: **2017-2018**

Qualification: **Textile&leather operator**

Qualification level: **3**

Grade:

Date / Period:

DECLARATION OF EMPLOYMENT FOR STUDENTS

I am aware with the provisions of the contract regarding the practical training and the content of the Pedagogical Annex, which is an integral part of the contract and I have to respect my obligations and responsibilities as a practicing student.

Student:	Parent/ legal guardian ¹ :
Name and surname	Name and surname
CNP	Signature
Signature	Date
Date	

The responsible teacher:	Trainer:
Name and surname	Name and surname
Signature.....	Signature
Date	Date

¹For the underage students

