



REGULATIONS

on the organization and conduct of dual higher education

1. Purpose and scope

Art. 1 These Regulations purport to set out the organizational arrangements for the conduct and operation of dual education within Transilvania University of Braşov, as regards the study plans of the faculties that include such programmes in their educational offer.

Art.2 Dual higher education is the form of organization in which the learning, teaching and applied activities take place to an equal extent within the university and at the partner economic operators.

2. Legislation

Art. 3 Dual education activity is subject to the statutory regime established through:

- Law no. 199/2023 - Law of Higher Education, with subsequent amendments
- Order of the Minister of Education (OME) no. 4275/2024 on the Methodology for the Organization and Conduct of Dual Higher Education
- OME no. 5437/08.07.2024 on the approval of the Methodology for the Periodic Assessment as regards the Mode of Performance of the Obligations Undertaken by the Stakeholders of the Dual Education Consortium
- OME no. 5504/09.07.2024 on the amendment of the Appendix to the Order of the Minister of Education no. 6.216/2022 on the approval of the Methodology for the Establishment of Dual Education Consortia
- OME no. 6685/20.09.2024 on the amendment of Appendix no. 1 to the Methodology for the Establishment of Dual Education Consortia, as approved through OME no. 6.216/2022
- OME no. 7237/11.10.2024 on the approval of the Methodology for the Financing of Dual Higher Education Organised by Romania's State Higher Education Institutions
- Quality standards specific to the dual form of organization of the bachelor's/master's study programmes.

3. Terms and abbreviations

Art. 4 Terms and phrases

(1) Dual Higher Education – full-time form of higher education, for professional qualifications of levels 5, 6, 7 and 8.

Economic Operator – economic operators/public institutions/other organizations – legal entities that meet the statutory prerequisites for the legal capacity of employer

(2) Transilvania University of Braşov – UNITBV

Economic Operator – OE.



4. Dual study programmes

Art. 5 Dual higher education may be organised for the short-term, or the first, second and third (professional doctorate) educational cycles, depending on the University's strategies. The instructional process takes place under the terms established for the full-time form of organization of the study programmes; and, as regards the professional doctoral programmes, at part-time as well.

Art. 6 Dual higher education is organised in partnerships by the University, based on the Agreement of Partnership for the establishment of the Consortium.

Art. 7 The learning, teaching and evaluation activities are organised and conducted within Transilvania University of Braşov, whereas the work-based educational activities are organised at the economic operators. The form of organization is set out in the Agreement of Partnership, which stipulates the terms of collaboration, the rights and obligations of the parties, as well as the costs incurred by the partners, under the applicable statutory provisions.

Art. 8 Local public administration authorities, as well as interested associative structures, namely chambers of commerce, industry-specific trade federations, associations/clusters/consortia of economic operators/other associative structures with legal personality of the economic operators, but also other relevant national or international stakeholders may contribute, in financial terms as well, to organising the dual form of higher education, according to the applicable statutory provisions.

Art. 9 The responsibilities regarding the organization and conduct of the learning, teaching, applied, research and evaluation activities for dual higher education are shared between the University and the economic operators, and are set out in the Agreement of Partnership, which stipulates the terms of collaboration, the rights and obligations of the parties, as well as the costs incurred by the partners.

5. Dual education funding

Art. 10 The activities conducted by the University for dual higher education are funded from the budget of the relevant ministry, under the procedures and methodologies applied for the financing of higher educational cycles (full-time mode of study, respectively part-time for the doctoral cycle).

Art. 11 The Methodology for the Financing of Dual Higher Education organised by Romania's State Higher Education Institutions is proposed by the National Council for the Financing of Higher Education (CNFIS) on an annual basis, and is adopted through order of the Minister of Education.

Art. 12 As regards the doctoral higher educational cycle, the PhD candidates enrolled in dual education are funded, on the basis of the approved tuition figure (where the number of places equates to scholarships), through doctoral grants, the annual value of which is set out in the Annual Methodology for the Allocation of Budgetary Funds to the Core Financing of Higher Education.

Art. 13 The amounts allocated from the budget of the competent Ministry for the fund of student inclusion, scholarships and social protection, for student local public transport subsidies, and respectively for accommodation and meal subsidies, are established according to the specific annual procedures applied by the Ministry, considering as well the number of students enrolled in dual education.

6. Admission to dual education

Art. 14 Admission to dual higher education abides by the University's own Methodology for Admission.



Art. 15 The following have the right to attend dual education programmes:

- a) bachelor's educational cycle - graduates of high education with at least the baccalaureate diploma or the equivalent thereof;
- b) master's educational cycle - graduates of higher education with at least the bachelor's diploma or the equivalent thereof;
- c) doctoral educational cycle - graduates of higher education with at least the master's diploma or the equivalent thereof.

Art. 16 With a view to attending dual education, the (under)graduate/doctoral student enters with the higher education institution and the economic operator into an Individual Study and Practical Training Contract, which establishes the rights and obligations of the parties.

Art. 17 The Individual Study and Practical Training Contract is concluded per higher educational cycle (Appendix 1) in early academic year, and undergoes no change during the academic year. Any amendment to the contract requires an addendum.

Art. 18 The (under)graduate/doctoral students are ensured free workplace health and safety, occupational medicine assessments and tests, required medical check-ups and tests, as well as personal protective equipment. Moreover, the (under)graduate/doctoral students may benefit from civil liability insurance in case of accidents, damages or bodily injuries generated during the work-based education at the economic operator.

Art. 19 The students may be offered scholarships by the economic operator, in an amount that must be at least equal to that of the scholarship granted by Transilvania University of Braşov. The scholarship received from the economic operator, where applicable, may be cumulated with the scholarship(s) from the University.

Art. 20 The (under)graduate/doctoral students shall abide by the University's regulations and applicable statutory legislation.

7. Conduct of studies

Art. 21 The curriculum of dual higher education includes learning, teaching and work-based educational activities, as well as evaluation activities. The workload specific to the learning, teaching, respectively work-based educational activities is shared to an equal extent. This workload is estimated according to ECTS, being expressed in terms of study credits, as per the User's Guide on the European Credit Transfer and Accumulation System (ECTS).

Art. 22 The responsibility for the organization of activities is shared as follows:

Higher education institution	Economic operators
teaching – learning	work-based education
applied activities	
research	
evaluation	

Art. 23 The economic operators participate in the evaluation of the work-based educational activities together with the member of the academic teaching personnel assigned by the University in this regard.

Art. 24 The teaching-learning activities are conducted through courses, the learning ones through seminars, the practical application ones through laboratories and/or projects, whereas the work-based educational ones



may be laboratories, projects and/or practical training. The research activities are conducted as part of the diploma project/bachelor's thesis preparation.

Art. 25 The study programme-related activities may take place, depending on their type, as follows:

Higher education institution	Economic operators
teaching /learning - course	work-based education – practice
learning - seminar	
applied activities - laboratory	work-based education – laboratory
applied activities - project	work-based education – project
research – diploma project / bachelor's thesis preparation	work-based education – diploma project / bachelor's thesis preparation
evaluation	evaluation

Art. 26 What is being taught and learned in the academic environment, respectively at the workplace, out of the expected learning outcomes, as defined for each academic discipline, must be selected on the basis of an analysis that considers the most appropriate educational context, depending on personnel, pedagogical methods, material base and organization of the learning time. The decision on these aspects will be jointly taken by the University's representatives and the economic operator; and, in this regard, but not exclusively for this purpose, it is recommended to create a committee that includes representatives of all stakeholders.

Art. 27 The expected learning outcomes of the study programmes, as established through the University's curricula and in consultation with the representative(s) of the economic operator(s), will take into account the learning outcomes defined in the specific standards. They are included in the course descriptions, along with the content of the teaching, learning and work-based education, the practices related to learning, teaching and work-based education, but also evaluation, as well as with the number of study credits allocated to every activity. If, as regards an academic discipline, both teaching-learning and work-based educational activities are envisaged, the study credits related to each activity will be specified separately. The ECTS credits of a discipline are obtained only if passing all evaluations in the discipline-specific activities.

Art. 28 Work-based education involves actual operational tasks conducted at the economic operator, and may lead to the production of real-life goods, services and/or other concrete achievements. The work-based educational activities of the dual education study programmes may take place in the facilities intended for this purpose, as referred to in the Agreement of Partnership.

Art. 29 The workload set out in the educational plan, as estimated according to the European Credit Transfer and Accumulation System (ECTS), is equally shared among learning, teaching, and respectively work-based educational activities.

Art. 30 The work-based educational activities, including the related evaluation, may be caught up with by the students with leave of absence, under similar conditions to those of the teaching-learning or applied activities.

Art. 31 Upon graduation, UNITBV issues a certificate attesting to the period during which the student performed work-based educational activities. The work-based educational activities are recorded in the diploma supplement.



8. Ongoing and final evaluation

Art. 32 The ongoing evaluation, as regards the academic disciplines including work-based educational activities, as well as the graduation exams, are organised by UNITBV, assisted by the economic operator. The work-based educational activities are evaluated by the coordinating academic, assisted by the tutor involved in the conduct of those activities.

Art. 33 The learning outcomes accumulated within work-based education are usually evaluated through a practical test, in order for the students to prove that they can perform activities that result in the products, services or other concrete achievements for which they are trained. Regard shall be had to organising the evaluation under conditions that do not disrupt the activity of the economic operator, if possible, given the resources involved.

Art. 34 As regards the oral tests of the graduation exam, the relevant examining committees shall include a representative of the economic operator in their structure.

9. Teaching personnel

Art. 35 The students' work-based educational activities are evaluated under the guidance of tutors appointed by the economic operators, and are monitored by a coordinating academic assigned by the higher education institution.

Art. 36 The coordinating academic is tasked with monitoring and evaluating the work-based educational activity, alongside the tutors, respectively with planning, as appropriate, the catch-up schedules on the missed classes, or other remedial action.

Art. 37 The tutors answer, under the terms of the Partnership Agreement, for the work-based educational activity organised by the economic operator. The responsibilities of the tutor and the coordinating academic are included in the Individual Study and Practical Training Contract.

Art. 38 The tutors appointed by the economic operator for the work-based educational activity must have a level of education and professional qualification at least equal to the one which the dual higher education study programme is organised for. Moreover, the tutors must have at least a 2-year labour seniority in the major related to the discipline(s) which work-based educational activities have been associated with.

Art. 39 The tutors' activity is assessed by the students and the coordinating academic, in compliance with the internal rules and regulations; and, in the event of irregularities, UNITBV may request the economic operator to replace the former. The teaching personnel's activity is assessed according to the procedures established for the other forms of organization of the university study programmes.

10. Quality assurance within dual education

Art. 40 Within UNITBV, the dual education is organised in compliance with the applicable statutory legislation, the University Charter, the national quality standards and these Regulations.

Art. 41 The standards related to the content and organization of the educational process, teaching personnel, as well as maximum number of enrollable students are set out in the specific guidelines for the academic study fields, differentiated according to the educational cycles. They will be applied to the extent that they do not conflict with specific guidelines for dual education.



Art. 42 The organizer of the dual education study programmes will take the necessary steps to obtain the approval of the University Senate for the operation thereof.

11. University-level responsibilities

Art. 43 The Executive Board has the following duties and powers:

- a) based on the file submitted by the faculty, to analyse the need and sustainability of the proposal of establishing a new dual education programme.
- b) to submit the proposal of establishing dual education programmes for approval.

Art. 44 The University Senate has the following duties and powers:

- to approve the initiation and operation of the dual education programmes, at the proposal of the Executive Board.

Art. 45 The faculties have the following duties and powers:

- a) to create the conditions for the application of these Regulations;
- b) to organise the university entrance examination, ensuring the application of the Methodology for Admission;
- c) to appoint, through decision, the coordinator of the study programme and the internal evaluation team who will secure smooth operation of the study programme;
- d) to appoint, through a decision, the coordinating teaching personnel for the dual education study groups;
- e) to conclude the contracts of tuition with the students admitted to dual education;
- f) to establish the terms and conditions of the programme (timetable, class and exam roster, etc.);
- g) to notify about the defence schedule, terms of registration and content of the graduation exam;
- h) to prepare the documentation for approval and submit the study programme to periodic evaluation;
- i) to display the dual education programmes under their organization on the website, every year;
- j) to take the necessary steps with a view to obtaining the diplomas for the study programmes;
- k) to draw up the internal evaluation report for the authorization/accreditation and periodic evaluation of the study programme;
- l) to monitor and answer for the continuous quality improvement of the study programmes.

Art. 46 The evaluation and quality assurance committees at university and department level (CEAC-U, CEAC-D) have the following duties and powers:

- a) to provide information and consultancy on the preparation of the documents necessary for the internal evaluation of the dual education study programmes, in view of the external evaluation;
- b) to monitor and evaluate the study programmes internally, in order to maintain and continuously improve their quality;
- c) The study programmes are systematically monitored, which includes planned actions for the analysis of the results and activities specific thereto, as well as internal quality audits. The data obtained through internal monitoring and evaluation of the study programmes underlie the analyses made at department and faculty level in order to establish improvement measures.
- d) CEAC-U annually prepares synthetic reports on the quality of the dual education study programmes within the University, which are submitted to the Executive Board and the Senate for approval. Based on the internal evaluation of the study programmes, the University Senate may order the closure or temporary suspension of the underperforming ones, at the proposal of the Faculty Council and Executive Board, without prejudicing the students.
- e) to advance recommendations and proposals for enhancing the quality of education, as regards the study programmes;
- f) to monitor and, where appropriate, interfere in the external or institutional partners' consultation on and engagement with the internal quality assurance procedures for study programmes;



e) CEAC-U ensures communication with the external evaluation agencies at national and international level.

12. Final provisions

Art. 47 The educational offer in terms of dual education study programmes is displayed on the webpages of the faculties.

Art. 48 The approval for any amendment to these Regulations falls within the competence of the University Senate.

These Regulations take effect from the date of their approval in the meeting of the Senate of Transilvania University of Braşov on 26.03.2025, and apply starting with the 2025/2026 academic year and the July-September 2025 admission competition.

Prof. Eng. Mircea Horia Țierean, PhD
President of the University Senate



INDIVIDUAL STUDY AND PRACTICAL TRAINING CONTRACT WITHIN DUAL HIGHER EDUCATION

CHAPTER I

Contracting Parties

This Contract is made and entered into by and between:

1. **Transilvania University of Braşov**, headquartered in Braşov, 29 Eroilor Blvd., email address: rectorat@unitbv.ro, tax code 4317754, represented by Prof. Eng. Ioan Vasile ABRUDAN, PhD, in his capacity of Rector,
2. **Economic operator**, headquartered in, no St., county/city, town or village, identified through, tax identification number (TIN), telephone no., fax no., email address, legally represented by, in his/her capacity of
- and
3. **Student** social security number (SSN), enrolled in the academic year, study year, study programme....., Faculty, educational cycle

CHAPTER II

Scope, purpose and term of the Contract

Art. 1 (1) This Contract establishes the rights and obligations of the parties in terms of student education, as organised alongside the partner economic operator, and as part of the programme of professional training through dual higher education.

(2) The purpose of this Contract is the student's quality professional training within the study programme in view of the readiness for employment after graduation, in accordance with his/her level of training and certified skills.

(3) This Contract is concluded for the period (*please fill out the standard legal duration of the study programme by indicating the years of enrolment and of graduation*)

(4) The work-based education is organised by the economic operator, and usually takes place on the premises thereof, where this one may ensure the conduct of the students' work-based educational activities.

CHAPTER III

Student status

Art. 2 (1) The student retains, throughout his/her theoretical and practical training, the status of student at Transilvania University of Braşov, with all rights and obligations arising from the Contract of Academic Studies concluded with the University, for the study programme, Faculty.....

(2) The partner economic operator may organise additional stages of practical training for the students, in agreement with the University, under the applicable statutory rules and regulations.

(3) Apart from the situations referred to in par. (2), additional stages of practical training may be organised, but only during the student's leisure time or the academic holidays, with his/her consent, based on an employment contract concluded in compliance with the provisions of the labour legislation.

CHAPTER IV

Student rights and obligations

Art. 3 The student is entitled:

- a) to respect for his/her own image, dignity, and personality;
- b) to personal data protection, except as provided by law;
- c) to learn, during the training stage at the economic operator as well, within a supportive environment for the freedom of expression, without infringement of the other participants' rights and freedoms. Freedom of expression may not prejudice anyone's dignity, honour, private life, nor the right to one's own image. The



following displays are not considered freedom of expression: offensive behaviour towards the staff of the economic operator and colleagues, any kind of denigration of the economic operator or employees thereof, use of invective and coarse language, but also other infringements of the moral rules. In the latter situations, the student will be held liable, as per the statutory provisions;

d) to conduct his/her work-based educational activity under conditions of hygiene, occupational health and safety, as well as civil protection and fire safety;

e) to quality education and professional training during the formative stage at the economic operator, through the provision of adequate material conditions for the proper application and coverage of the curriculum, but also through the use of the most appropriate didactic strategies by the tutors who represent the economic operator, in collaboration with the coordinating academic, with a view to acquiring and developing both key and professional skills, in accordance with the activities and learning outcomes set out in the educational plan;

f) to attend the additional training programmes organised by the economic operator and/or the University, in order to catch up on the justified absences, or to improve the results obtained in the theoretical and practical training;

g) to receive information on the planning of the work-based educational activities and the evaluation method;

h) to benefit from an objective and fair evaluation, and to be informed about his/her grades, including in the work-based education;

i) to benefit from the dual education scholarship granted by the economic operator, and/or other forms of support given from public funds, under the applicable rules and regulations;

j) to avail him/herself of the financial support and other forms of material aid or incentives referred to in par. 5 of this Contract;

k) to enjoy non-discriminatory treatment. The economic operator and the University will see to it that no student is subjected to discrimination or harassment based on race, ethnicity, language, religion, gender, beliefs, disabilities, nationality, citizenship, age, sexual orientation, marital status, criminal record, family type, socioeconomic situation, medical problems, intellectual capacity, or other potentially discriminatory criteria;

l) to benefit from all student rights granted by the applicable legislation.

Art. 4 The student shall:

a) fulfill all the duties incumbent upon him/her in the capacity of student at Transilvania University of Braşov, and student at the economic operator;

b) abide by the rules of procedure of the economic operator, in accordance with his/her student status;

c) comply with the provisions in the contract of individual study and practical training within dual higher education;

d) attend the schedule of theoretical and practical training activities;

e) acquire and abide by, as per his/her student status, the rules for occupational health and safety, fire prevention and firefighting, civil protection, as well as environmental protection;

g) in case of illness, notify the coordinating academic for the work-based educational activities, within 48 hours, report to the doctor's office and, depending on the physician's recommendations, especially in the event of a contagious disease, not endanger the health of his/her colleagues or the staff. At the request of the economic operator, s/he shall undergo the additional occupational health tests, as per the provisions of art. 6 lett. c);

h) catch up on the missed work-based educational activities, despite leave of absence, according to a training schedule agreed with the academic discipline tutors and the coordinator of the work-based educational activities;

i) by no means and under no circumstance use the information about the economic operator or customers thereof, accessed during the work-based education, with a view to communicating it to a third party or to publicly disclosing it, even after completion of his/her training, except with the consent of the economic operator.



CHAPTER V

Financial support and other forms of material aid or incentives granted by the economic operator

Art. 5 (1) The student benefits from financial support and other forms of material aid or incentives granted by the economic operator and the University.

(2) The student may benefit from other forms of material support and incentives, too:

- civil liability insurance, in the event of training-related accidents, damages or injuries;
- performance incentives;
- occupational health tests;
- medical tests required for the conduct of the work-based educational activity, which are indicated by the general practitioner or the occupational health physician, and which are not free for students;
- personal protective equipment;
- study visits.

(2) The students may receive, concurrently with the dual education scholarship, other scholarships offered by the University from the relevant fund, such as, but not limited to: study scholarship, merit scholarship, special scholarship, social scholarship, or other private scholarships, in accordance with the status of student at the University.

(3) Two types of dual education scholarship may not be concurrently granted from any other funds of the state budget or the European Union budget.

(4) In order to maintain their scholarships, the students must meet several conditions, based on the requirements of the University, according to rules of procedure thereof, and of the economic operator, as imposed by the latter:

- a).....
- b).....

CHAPTER VI

Rights and obligations of the economic operator

Art. 6 The economic operator is entitled:

- a) to participate, through the tutors, in the evaluation of the learning outcomes acquired by the students during the work-based educational activities conducted at the economic operator. The tutors take counsel, for this purpose, with the coordinating academic assigned by the University;
- b) to propose and organise, in collaboration with the University, additional stages of work-based education for the students with leave of absence;
- c) to request additional occupational medicine tests, in order to check the student's medical condition, in relation to the leave of absence from the work-based educational activities and to any medical incompatibilities with the specificity of the work-based educational activities. The additional occupational health tests are provided and covered by the economic operator;
- d) to propose and organise additional stages of practical training, apart from the situations referred to in lett. b), but only during the student's leisure time or the academic holidays, with his/her consent, in accordance with the provisions of the labour legislation;
- e) to participate in the organization and conduct of the graduation exam, in compliance with the University's own methodologies, by appointing a representative in the examination committees, for the oral or online tests in the fields of study where it has facilitated work-based educational activities;
- f) to establish the eligibility criteria for the provision of financial support, incentives and other forms of aid to the student, in compliance with the statutory rules and regulations, and under the terms and conditions undertaken through this Contract and the Agreement of Partnership.

Art. 7 The economic operator undertakes:



- a) to conclude, with the University and with the student, the Contract of Individual Study and Practical Training within dual higher education;
- b) to provide the adequate material conditions – machinery, equipment, raw materials, consumables, power and other utilities necessary for all the work-based educational activities of which it is in charge under the Agreement of Partnership with the University, under the applicable standards, the educational plans and the course descriptions of the study programme referred to in art. 1 par. (2);
- c) to appoint the tutors for work-based education, in charge with the student's training during his/her work-based learning, and to ensure the fulfilment of his/her duties;
- d) to establish, in partnership with the University, the timetables for the operation of dual education, in compliance with the statutory provisions and the educational plan;
- e) to plan, together with the University, the students' work-based educational activities and practical training stages, under the applicable statutory provisions;
- f) to inform the student about the Internal Organization and Operation Regulations of the economic operator, prior to the start of the work-based educational activities;
- g) to provide the student's training on the occupational health and safety rules, as per the applicable statutory legislation;
- h) to take the necessary measures for the students' occupational safety and health, according to the provisions of the Occupational Health and Safety Law no. 319/2006, with subsequent amendments, and of Law no. 53/2003 – Labour Code, republished, with subsequent amendments;
- i) to implement the necessary actions for the student's occupational health and safety, in compliance with the applicable statutory legislation, throughout the work-based educational activities conducted at the economic operator;
- j) to organise, in agreement with the University and in compliance with the applicable statutory rules and regulations, additional stages of practical training for the students in respect of whom this has been agreed, as per the provisions of the statutory laws and of this Contract;
- k) to evaluate, through the tutors, in collaboration with the academic who coordinates the dual education activities, the learning outcomes acquired by the student during the work-based educational activities conducted at the economic operator, in compliance with the terms of evaluation in the course description. For the purpose of evaluation, the tutor takes counsel with the tenured professor of the academic discipline, too. The evaluation results will be discussed with the student examinee, with a view to improving the work-based education;
- l) to provide the financial support and other forms of material aid or incentives on time, under the terms set out in art. 5;
- m) to refer to the University the student's absences and disciplinary offences during the work-based educational activities;
- n) to take counsel with the University as regards the remedial measures on the results of the work-based educational activities, including in terms of correction/sanctioning of the transgressions, as per the provisions of the economic operator's rules of procedure, the students' statute and the regulations on the UNITBV students' professional activity;
- o) to attest for the civil liability insurance, in compliance with the applicable statutory rules and regulations. This provision does not apply to the economic operators exempted, through their status, from this insurance;
- p) to inform the student about the professional risks, according to the applicable statutory legislation;
- r) to issue, upon request, a certificate to the student, which attests to the period in which s/he conducted work-based educational activities, if applicable.



CHAPTER VII

The University's rights and obligations

Art. 8 The University is entitled:

- a) to exercise its duties, as per the applicable statutory rules and regulations, in relation to the organization and conduct of the student training process, and to the establishment of timetables for the operation of the study programmes concerned, through consultation with the partner economic operators;
- b) to conduct the ongoing student evaluation in the activities provided for in the educational plan;
- c) to initiate training measures in order to rectify the slow progress students' academic situation, which include the organization, in collaboration with the partner economic operators, of additional stages of practical training for the students to whom this applies, in compliance with the statutory provisions and this Contract;
- d) to organise and hold the graduation examination, in collaboration with the economic operators, under the terms and conditions established in agreement therewith, and as per the applicable statutory rules and regulations;
- e) to be consulted on the measures proposed by the economic operator as regards the remediation of the results in the work-based educational activities, including the correction/sanctioning of the transgressions, based on the provisions in the economic operator's rules of procedure, the student statute, and the University's internal rules and regulations.

Art. 9 The University undertakes:

- a) to conclude, with the economic operator and the student, the Contract of Individual Study and Practical Training within dual higher education;
- b) to provide the educational facilities with the related utilities for both theoretical and practical (lab, seminar and course rooms) training, according to the educational plans;
- c) to ensure the human resources for the theoretical and practical training conducted within the University, in compliance with the applicable statutory rules and regulations;
- d) to abide by the applicable rules and regulations on the students' occupational safety and health, during the student training periods within the University;
- e) to provide the necessary conditions and incur the student evaluation-related expenses;
- f) to assign, for every study group, a coordinating academic in charge of monitoring the work-based educational activities conducted at the economic operators;
- g) as regards the disciplines for which the educational plan only provides work-based educational activities, the coordinating academic assigned by the University collaborates with the tutors from the economic operators, with a view to evaluating the learning outcomes acquired by the student during these activities, and enters the grades, respectively absences into the academic documents;
- h) to establish, in partnership with the economic operators, the timetables for the student's didactic training;
- i) to plan, together with the economic operator, the students' work-based educational activities;
- j) to ensure the organization and conduct of the ongoing student evaluation, in collaboration with the economic operators, under the terms and conditions agreed therewith, as per the applicable rules and regulations;
- k) to ensure observance of the other student rights provided for by the applicable statutory legislation;
- l) to issue, upon graduation, the certificate attesting to the period in which the student conducted work-based educational activities, if applicable.

CHAPTER VIII

Evaluation of the didactic activities

Art. 10 (1) The learning outcomes acquired by the student during the period of training conducted within the University and at the economic operator are evaluated by the course coordinator and the tutor(s) appointed by the economic operator for that academic discipline, according to the criteria set out in the course description and the University's regulations. The ECTS credits related to a discipline are only obtained if passing all evaluations in the discipline-specific activities.



(2) As regards the disciplines for which the educational plan only provides work-based educational activities, the coordinating academic assigned by the University collaborates with the tutors from the economic operators, with a view to evaluating the learning outcomes acquired by the student during these activities, and enters the grades, respectively absences into the academic documents.

CHAPTER IX

Parties' liability

Art. 11 Failure to fulfill or improper fulfilment of the obligations assumed under this Contract entails the defaulting party's liability, except for the exonerative cases referred to in the law.

CHAPTER X

Amendment of the Contract

Art. 12 (1) Any change to the clauses hereof shall be made through an addendum, with the consent of the parties.

(2) The contracting party requesting the amendment of the Contract shall send the other parties a written note which includes the proposed changes, at least 15 days before the change taking effect. For good cause, the 15-day period may be reduced.

(3) The modification of the Contract may only apply for the future. Any retroactively concluded addendum is null and void.

CHAPTER XI

Force Majeure

Art. 13 (1) Neither of the contracting parties is liable for the failure to fulfill on time and/or (total or partial) improper fulfilment of any incumbent obligation under this contract, if the aforementioned failure or improper fulfilment of that obligation was caused by force majeure, as defined by law.

(2) The party invoking force majeure shall notify the other parties within 15 days of occurrence of the event, and a certificate or another document from the competent authority, which attests to the case of force majeure, shall be sent to the other parties.

(3) If, within 15 days of occurrence, that event does not cease, the parties are entitled to notify each other, with 5 days' notice, on the lawful termination hereof, without either of them claiming damages.

CHAPTER XII

Termination of the contract

Art. 14 (1) This contract terminates in the following situations: effluxion of time, the student's failure to fulfill the requirements referred to in art. 5 par. (4), or loss of the student status.

(2) The provisions of par. (1) do not apply in case of force majeure, as well as in other situations outside the parties' control, which entail the impossibility of fulfilling the contractual obligations, such as the initiation of the statutory procedures for companies in the event of bankruptcy, voluntary dissolution/liquidation, insolvency, temporary suspension of activity, judicial reorganization, as well as in other objective situations.

(3) As regards the situations in which, subsequently to the conclusion of this Contract, the student's medical condition is found to show incompatibilities with the specificity of the activity and with the professional risks at the practice sites, and for which, objectively and regardless of the parties' will, no solutions can be identified for the continued execution of the contractual obligations, they shall be treated as equivalent to the provisions of par. (2).

(4) Either party's culpable breach of the obligations hereby assumed entitles the prejudiced party to request termination of the Contract.

(5) If the student does not comply with the obligations hereby assumed, the decision to terminate the contract is adopted by mutual agreement between the economic operator and the University.

(6) In applying the provisions of this article, the economic operator, as a partner for the student training, and the University will act in good faith, in a joint effort to identify the organizational measures, including the



applicable alternative sanctions, as per the statutory rules and regulations on the student status and the two institutional partners' rules of procedure, for the continued execution of the Contract, in all situations where the students' ascertained misconduct can be prevented or corrected.

CHAPTER XIII

Notices and communications

- Art. 15** (1) Any inter-party communication on the fulfilment of this Contract shall be submitted in writing.
- (2) The written documents referred to in par. (1), either sent or received by the economic operator or the University, must be recorded in the official logs upon both transmission and reception.
- (3) The inter-party communication may also take place via email, traditional mail or fax, to the addresses specified by the parties, or any of the addresses that the parties undertake to make known to each other.
- (4) Student notification related to the fulfilment of this Contract may also occur through direct, oral methods of communication, subject to the use of probative means for the acknowledgment of receipt.
- (5) In the event that one of the contracting parties changes its correspondence address, it shall notify the other parties within 5 days.

CHAPTER XIV

Settlement of disputes

- Art. 16** (1) The contracting parties will make every effort to settle amicably, through direct negotiations, any misunderstanding or dispute arising within or in connection with the execution of the Contract.
- (2) If, after 15 days from the start of such negotiations, the contracting parties fail to amicably settle a contractual divergence, either party may request for the dispute be settled by the courts of Romania.

CHAPTER XV

Language of the Contract

- Art. 17** The language governing the Contract is Romanian.

CHAPTER XVI

Law applicable to the Contract

- Art. 18** The Contract will be interpreted in accordance with the laws of Romania.

CHAPTER XVII

Final provisions

- Art. 19** (1) This Contract is the official and legal instrument between the contracting parties, and represents the will of the parties.
- (2) This Contract is interpreted according to the concordant will of the parties, and not according to the literal meaning of the terms.
- (3) When establishing the concordant will, account will be taken, among other things, of the purpose of the Contract, the negotiations between the parties, their agreed practices, as well as their behaviour subsequently to the conclusion of the contract.
- (4) The application of the provisions referred to in par. (2) and (3) is referenced to the purpose of the Contract, as defined in art. 1 par. (2), and to the good faith of the parties in connection with the execution of this Contract.
- (5) The student hereby acknowledges to have taken note that his/her personal data entered in this Contract, but also filled out in the standard application form, or provided during the years of study, will be used for the sole purpose of fulfilling the object of this Contract, archiving included, under the statutory laws, in compliance with the provisions of the EU Regulations no. 679/2016. In this regard, the student signs a data processing statement with both the University and the economic operator.
- (6) The student hereby agrees for the University/economic operator to use, for promotional and archiving purposes, all written, photographic or audio-video materials containing his/her image, if taken within the University or during the academic activities, throughout the course of studies.



(7) The student hereby agrees for the University/economic operator to use the personal data provided as a means of communication (email address, telephone number, etc.) with a view to transmitting informative materials related to the object of this Contract.

Art. 20 This Contract was concluded on, in 3 original copies, one for each contracting party.

Transilvania University of Braşov
Rector,
Prof. Eng. Ioan Vasile ABRUDAN, PhD

Economic operator
Legal representative, position
Forename and surname

Dean of the Faculty
Prof., PhD

Legal Department
J. S. D. Laura KOLAR VASUDEVA

Student:
Forename and surname
Signature

