

FRAMEWORK AGREEMENT

on performing internship programs within undergraduate or master studies

The present framework agreement shall be concluded between:

The Bucharest University of Economic Studies - ASE (hereinafter named *internship organizer*), represented by Rector prof. Nicolae ISTUDOR, PhD, address of the internship organizer: 6 Piata Romana, 1st district, Bucharest, 010374 Romania, email: rectorat@ase.ro, phone: 021.319.19.00, fax: 021.319.18.99.

..... (hereinafter named *internship partner*), represented by (name and position) Mr./Ms., address of the of the internship partner: CIF address where the internship will take place: email: phone:

Student/master student (hereinafter *internship student*) PIN (CNP) date of birth place of birth citizenship passport (if applicable) residence permit (if applicable) address address of residence during the internship

enrolled in the academic year at the Bucharest University of Economic Studies - ASE, faculty of Finance and Banking, year series group email: phone:

ARTICLE 1

The object of the Framework Agreement

(1) The Framework Agreement establishes the framework for organizing and conducting the practical training to strengthen theoretical knowledge and skills training, to apply them in accordance with the specialization for which the instruction is conducted by the internship student.

(2) The internship is accomplished by the internship student with a view to acquiring professional skills mentioned in the internship portfolio that is an integral part of this framework agreement.

(3) The arrangements for the development and the content of the internship are detailed in the present framework agreement and in the internship portfolio annexed to this document.

ARTICLE 2

The status of the internship student

The internship student continues to be, throughout the practical training, a student/master student of the higher education institution.

ARTICLE 3

Duration and period of the internship

(1) The internship shall be

(2) The period of internship is from (day/month/year) until (day/month/year)

ARTICLE 4

Payment and social obligations

(1) The internship (*tick the appropriate situation*):

☐ is carried out under an employment agreement, the two partners can benefit from the provisions of Law no. 72/2007 on stimulating employment of schoolchildren and students.

☐ Is not carried out under an employment contract.

☐ Is carried out under a project financed through the European Social Fund.

☐ Is carried out under project

(2) In the case of subsequent employment, the internship period will not be considered work experience unless the agreement is carried under a contract of employment.

(3) The student cannot claim a salary from the internship partner, unless the student has the status of employee.

(4) The internship partner may still grant an allowance, gratification, premium or benefits in kind as specified in art. 12.

ARTICLE 5

The responsibilities of the internship student

(1) The internship student is obliged during the internship to respect the agreed work program and execute the activities specified by the tutor in the internship portfolio, in compliance with the legal framework as regards their volume and difficulty.

(2) During the internship, the internship student complies with the internal regulations of the internship partner. In case of misobservance of this regulation, the head of the internship partner reserves the right to cancel the framework agreement, after having heard the views of the internship student and the tutor, and having informed the head of the educational institution where the internship student is enrolled, and after receiving confirmation of receipt of this information.

(3) The internship student has an obligation to observe the rules of safety and health at work which he/she has acquired from the internship partner before starting the internship.

(4) Also, the internship student undertakes not to use, in any case, the information accessed during the internship about the internship partner or customers, for distribution to a third party or to publish them, not even after the training period is over, except with the internship partner's agreement.

ARTICLE 6

The responsibilities of the internship partner

(1) The internship partner will establish a tutor for internship, selected from its own employees and the obligations of which are mentioned in the internship portfolio, part of the framework agreement.

(2) In the event of the internship student's failure to fulfil his/her obligations, the tutor will contact the supervising professor, applying sanctions under the rules of organization and functioning of the institution of higher education.

(3) Before starting the internship, the internship partner has the obligation to make the internship student aware of the rules for safety and health at work, in accordance with the law. Among its responsibilities, the internship partner will take the necessary measures for the safety and health of the internship student and communicate the rules for the prevention of occupational hazards.

(4) The internship partner must provide the internship student all the means necessary to acquire the skills specified in the portfolio.

(5) The internship partner is obliged to ensure free access to the occupational medicine service for the internship student, during the practical training.

ARTICLE 7

The obligations of the internship organizer

(1) The internship organizer designates a supervising professor, responsible for planning, organizing and supervising the practical training. The supervising professor, together with the tutor appointed by the internship partner, shall establish the internship topics and the professional skills covered within the practical training.

(2) If the conduct of the internship is inconsistent with commitments made by the internship partner under this framework agreement, the head of the higher education institution (the internship organizer) may interrupt the internship under the framework agreement, after informing the head of the internship partner and after receiving confirmation of receipt of this information.

(3) After conducting a successful internship, the organizer will give the internship student the number of credits specified in this contract, which will be included in the Diploma Supplement, under regulations of Europass (Decision 2241/2004 / EC of the European Parliament and the Council).

ARTICLE 8

The persons designated by the organizer of internship and the internship partner

(1) Tutor (the person who will be responsible for the internship student on the part of the internship partner):

Mr./Ms. Position
Phone..... Fax..... Email.....

(2) The supervising professor is responsible for tracking the internship on the part of the organizer of internship:

Mr./Ms. Position.....
Phone..... Fax..... Email.....

ARTICLE 9

Assessment of the practical training through credit transfer

The number of transferable credits to be obtained during the internship is

ARTICLE 10

The report on the practical training

(1) During the internship the tutor, together with the supervising professor, will assess the student constantly, based on an observation / evaluation form. The acquisition of professional skills and behavior and how the internship student has integrated into the internship partner's activity (discipline, punctuality, responsibility in solving the tasks, observance of the rules and procedures of the enterprise / public institution etc) will be assessed.

(2) At the end of the internship the tutor shall prepare a report based on the evaluation of the level of competence acquired by the internship student. The outcome of this assessment will be the basis for the grading of the student by the supervising professor.

(3) Periodically and after the internship, the student will present the internship workbook which will include:

- the name of the training module;
- skills practiced;
- activities performed during the internship;
- personal observations regarding the work undertaken.

(4) The internship workbook will be accompanied by the internship portfolio (listed in the annex to the framework agreement).

ARTICLE 11.1

Occupational safety and health. Social protection of the internship student

(1) In the case of external internships, the internship student will attach to this contract the medical insurance valid for the internship period in the country where the internship takes place.

(2) The internship partner has the obligation to comply with the legal provisions on health and safety during the internship.

(3) The internship student benefits from social protection as required by law. Therefore, according to the provisions of Law no. 346/2002 on insurance for work accidents and occupational diseases, as amended and supplemented, the internship student benefits from legislation relating to accidents at work throughout the conduct of the internship.

(4) If the internship student suffers an accident during work or while driving to work, the internship partner undertakes to inform the insurer about the accident that has occurred.

ARTICLE 11.2

Protection of personal data

(1) The Internship Organizer and the Internship Partner undertake to assume and apply the provisions of the **Agreement on the processing of personal data**, which shall form an integral part and supplement the provisions of this Framework Agreement.

(2) By signing this Framework Agreement, the practitioner confirms that he is aware of the processing of his personal data and that he is informed of the content of this Framework Agreement and the above-mentioned **Agreement on the processing of personal data**.

ARTICLE 12

Optional conditions for conducting practical training

(1) Allowance, gratification or bonuses for the internship student:

(2) Potential benefits:

(3) Other specifications:

ARTICLE 13

Final provisions

This framework agreement was signed in triplicate on (date):

	Rector – Bucharest University of Economic Studies (Internship Organizer)	Legal Representative - (Internship Partner)	Student/master student - (Internship student)
Name and surname			
Date			
Signature			
Stamp			

I have taken note:

	Surname and First Name	Position	Signature
Professor -supervisor			
Tutor			
Date			

AGREEMENT REGARDING THE PROCESSING OF PERSONAL DATA

This Agreement on the processing of personal data (hereinafter referred to as "Agreement" or "the Agreement"), concluded on is an integral part and completes:

Framework agreement regarding the internship within the bachelor's or master's degree programs number from the date of

hereinafter referred to as the **Framework Agreement**

and is concluded between:

BUCHAREST UNIVERSITY OF ECONOMIC STUDIES, based in Piata Romana no. 6, sector 1, Bucharest, postal code 010374, CIF 4433775, represented by prof. Univ. dr. Nicolae ISTUDOR, as Rector, hereinafter referred to as the **"Internship Organizer"**,
and

..... hereinafter referred to as the **"Internship Partner"**

The "Intrnship Organizer" and the "Internship Partner" may hereinafter be referred to individually as the "Party" and collectively as the "Parties".

Given that:

- The conclusion and execution of the Framework Agreement also involves the processing by each Party of personal data belonging to the representatives of the other Party, processing that aims to document the conclusion and management of the execution of the Framework Agreement, as well as fulfilling legal obligations in connection with the conclusion and execution of the Framework Agreement, each of the Parties individually establishing the purposes and means of Processing such Data and acting, in connection with such Processing, as an independent Operator;
- The Parties wish to conclude an agreement governing their rights and obligations with regard to the processing of personal data carried out in the context of the implementation of the Framework Agreement;

For the purposes of this Agreement, the terms defined below have the following meanings:

- **Applicable data protection legislation:** designates Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing of Directive 95/46 / EC - called GDPR; the notion thus defined covers and refers to all other laws and regulations applicable in Romania that have an impact or impact on the processing of personal data
- **Operator:** designates the natural or legal person, public authority, agency or any other body that, alone or together with others, establishes the purposes and means of Personal Data Processing; where the purposes and means of processing are determined by Union or national law, the Operator or the specific criteria for his appointment may be laid down by these laws.
- **Person empowered by the controller:** designates a natural or legal person, a public authority, an agency or any other body that processes personal data on behalf of the controller.
- **Data subject:** designates an identified or identifiable natural person in relation to whom the Personal Data is processed.
- **Personal data:** designates any information regarding an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or one or more specific elements of the identity its physical, physiological, genetic, mental, economic, cultural or social.
- **Violation of the security of personal data:** designates a breach of security that leads, accidentally or illegally, to the destruction, loss, alteration, or unauthorized disclosure of personal data transmitted, stored or otherwise processed.
- **Processing:** means any operation or set of operations performed on Personal Data or sets of Personal Data, with or without the use of automated means, such as collection, registration, organization, structuring, storage, adaptation or modification, extraction, consultation, use, disclosure by transmission, dissemination or otherwise made available, alignment or combination, restriction, deletion or destruction.

1. Data categories. Categories of persons concerned. Purpose of processing. Legal ground

In order to conclude and enforce the Framework Agreement, each Party, as Operator, may process the following categories of personal data:

- identification and contact details of the legal representatives of the Parties, processed including for the fulfillment of some legal obligations, respectively: name, surname, series and number of identity / travel document, issuer, expiry date of the document, citizenship, e-mail address -institutional email, service phone number, position;
- identification and contact details at the workplace of the contact persons designated by the Parties, respectively: name, surname, institutional e-mail address, institutional telephone number, department, position;

identification data and contact details belonging to ASE students, as practitioners according to the provisions of the Framework Agreement, respectively: name, surname, CNP, date of birth, place of birth, citizenship, passport identifier (if applicable), residence permit identifier (if applicable), home address, address where the student will live during the internship, academic year, faculty, year of study, series, group, institutional email address, telephone number;

- identification data and contact data belonging to the teachers of ASE, having responsibilities in the development of the Framework Agreement, respectively: name, surname, institutional e-mail address, institutional telephone number, department, position);

The data may be collected by one of the Parties from the other Party or directly from the data subject. The Party disclosing such data confirms that it is authorized to provide such personal data to the receiving Party.

Each Party shall use the personal data covered by the Framework Agreement solely for the purpose of validating and exercising its powers and legal obligations, for the purpose of enforcing the Framework Agreement and for the purpose of communicating with employees and practitioners.

The processing of personal data of data subjects is necessary to enable the Parties to conclude and enforce the Framework Agreement.

2. Data processing. Security measures

With regard to the processing of the personal data of the data subjects mentioned above, the Internship Organizer and the Internship Partner will determine individually the purposes and means of processing for individual processing and together for processing related to the quality of associated operators.

Each Party will process Personal Data exclusively for the purpose of concluding and enforcing the Framework Agreement, including the disclosure of Personal Data to the other Party and guarantees that it processes Personal Data in full compliance with applicable Data Protection Law and that it will comply with the obligation to inform the data subjects in accordance with the legal provisions in force.

Each of the Operators undertakes:

- to comply with all the obligations related to the quality of Operator provided by GDPR;
- ensure that personal data are processed for specified, explicit and legitimate purposes and are not subsequently processed in a manner incompatible with those purposes;
- to ensure the minimization of the personal data processed in relation to the purposes for which they are processed;
- ensure that access to the processing of personal data is restricted to authorized personnel only ('need to know' principle),
- take all necessary measures to ensure the accountability of all its staff with access to personal data and to ensure that all members of its staff are required to maintain the confidentiality of personal data;
- implement and maintain appropriate technical and organizational measures regarding the processing of personal data that meet the requirements of the GDPR;
- comply with its obligations as an Operator with regard to the breach of personal data security and inform the other Party of any such significant breach of the security of personal data of interest to the other Party, without undue delay.

3. Data accuracy

It is important that the personal data processed by each Party is accurate and current. Each Party shall inform the other Party if it becomes aware that changes have been made to personal data processed in accordance with the above, insofar as the information is relevant for the implementation of the Framework Agreement.

4. Data storage

Each Party shall retain personal data for as long as is necessary for the implementation of the Framework Agreement, including for the purpose of fulfilling any legal retention, accounting, reporting or archiving obligations that may involve the processing of such data.

The personal data of ASE students, as practitioners according to the provisions of the Framework Agreement will be deleted by the Internship Partner after the termination of the validity of the Framework Agreement, within a maximum of 30 days.

5. Transfer to third parties - Subcontracting

In the execution of the Framework Agreement, each Party, in its capacity as Operator, may contract service providers who will acquire the status of Persons empowered by the Operator, provided that they are required to comply with the obligations under the GDPR.

To this end, the Operator must enter into a data processing agreement with the Person empowered by the Operator (in accordance with the legal requirements set out in Article 28 of the GDPR), or an equivalent, to ensure legal compliance with the processing of such data. .

The Internship Partner is generally authorized to contract third parties for the provision of services, without the prior written consent of the Internship Organizer. However, the Internship Partner will inform the Internship Organizer of any planned changes to those third parties, in order to give the Internship Organizer the opportunity to object.

If the Internship Partner intends to subcontract services to a third party, the Internship Organizer will not be able to oppose the subcontracting of services at its discretion.

6. Data transfer to third countries

No Operator will transfer personal data to any country outside the European Economic Area, unless it provides adequate guarantees for the transfer made, such as: (i) transfer to any country considered by the EU Commission to provide a level adequate protection; (ii) transfer in accordance with the principles of Privacy Shield (or an equivalent scheme), or (iii) transfer subject to another data transfer mechanism or other appropriate safeguards in accordance with GDPR requirements.

7. The rights of data subjects whose data are processed in connection with the Framework Convention

Under the GDPR Regulation, data subjects may exercise the following rights with regard to personal data processed in connection with the Framework Convention, in relation to each of the Operators, as appropriate: the right of access to data (Article 15 of the GDPR), the right to rectification (art. 16 of the GDPR) in accordance with the legal provisions in force, the right to delete data ("the right to be forgotten" - art. 17 of the GDPR), the right to restrict processing (art. 18 of the GDPR) data portability (art. 20 of the GDPR), the right to oppose (art. 21 of the GDPR), the right not to be subject to an automated individual decision (art. 22 of the GDPR), the right to intervene on data (art. 22 par. 3 of the GDPR), the right to address to the National Authority for the Supervision of Personal Data Processing and / or to the competent courts (art. 12 paragraph 4 of the GDPR).

In order to review, verify, rectify or request the deletion of personal information, to object to the processing of personal data, or to exercise any of the above rights, the Parties may be contacted in writing at the following email addresses:

o For the Internship Organizer: gdp@ase.ro

o For the Internship Partner:

8. Informing the persons concerned

Each Operator is responsible for ensuring that all data subjects whose data are processed for the execution and implementation of the Framework Agreement are informed about the processing of their personal data.

By signing the Framework Agreement, each of the signatories confirms that it has been informed about the processing of its personal data.

9. Validity. Liability

Each of the Operators will indemnify the other for losses, damages, costs, expenses and other obligations (including legal and other fees) incurred or imposed on the other Operator and relating to a claim of a third party, insofar as this is due to non-compliance by the other Party of its personal data protection obligations.

This Agreement shall terminate upon termination of the Framework Agreement.

All amendments and additions to this Agreement are valid only if made in writing.

**BUCHAREST UNIVERSITY OF
ECONOMIC STUDIES**

R E C T O R,

PARTNER

Date of signature.....

Date of signature