**VOCATIONAL TRAINING AGREEMENT**

**No. ...…/ .....................**

**1. PARTIES**

**A.** Babeș-Bolyai University, located in Cluj-Napoca, 1 Mihail Kogălniceanu Street, phone 0264/405300, fax-0264/591906, tax code 4305849, account RO35TREZ21620F330500XXXX open at Cluj-Napoca Treasury, legally represented by Rector Professor DANIEL DAVID, PhD, as PROVIDER

**B. Last name/First name ..........................................................................., resident in ............................................., Address ………………….................…..................................., ID card series……..........…, no.……..........…, issued by ................................................... at (date) ....................................., Personal Identification Number.................................................................... phone/email.................................................................................………………., as BENEFICIARY, have agreed to sign this vocational training agreement:**

**2. PUROPSE OF THE AGREEMENT**

**Art. 2.2 The purpose of this agreement is:**

**The service provider offers a vocational training course on the subject..................................**

**Art 2.3 Consideration**

**In consideration of the commitments and obligations made by the Service Provider, the Beneficiary agrees to pay to the Service Provider a payment in the amount of ............ lei, amount that will be paid before the start of the course at** *a)* **the faculty cashier’s office (cash or card) or on the *b)* UBB online payment platform or *c)* by bank transfer in the UBB account indicated above.**

**Learners who are University students, employees or graduates may receive a discount of up to 50% of the course fee. Graduation diplomas or certificates will be required as proof of graduate status.**

**3. TERM OF THE AGREEMENT**

**Art. 3.2 The course duration is of ................. hours and the course starts on (date) ...........................................**

**4. OBLIGATIONS OF PARTIES**

**Art. 4.1 Obligations of the SERVICE PROVIDER:**

**a) to provide vocational training services, in compliance with legal norms and relevant methodologies, focusing on the quality of vocational training;**

**b) to provide the human resources, technical or other material facilities required for conducting the vocational training activity;**

**c) to ensure the completion of the vocational training process and the organization of an assessment session upon completion of the theoretical and practical training sessions.**

**d) to provide labour protection training;**

**e) not to ask the beneficiary to take part in activities other than those provided for in the training programme.**

**Art. 4.2 Obligations of the BENEFICIARY:**

**a) to attend the vocational training programme for the entire duration of the courses;**

b) to pay the course fee within the terms established by this agreement;

**c) to respect and comply with the rules and sanctions provided in the Rules and regulations for conducting courses;**

**d) to use material, technical, and any other facilities according to their purpose and avoid their degradation, damage or destruction;**

**e) to preserve order, cleanliness, good behaviour and discipline throughout their attendance of vocational training courses;**

**f) to comply with the labour protection norms and regulations.**

**5. CONTRACTUAL LIABILITY**

**Art.5.1 The breaching party is liable under the provisions of the law for non-compliance with the clauses of this agreement or for failing to fulfil or to fulfil correctly the contractual obligations.**

**Art.5.2 Should the beneficiary be unable to start, continue or complete the course on account of their fault, the fees paid in full or in part will not be refunded.**

**6. FORCE MAJEURE**

**Art.6.1 Force Majeure frees both parties from liability or obligation if they are prevented from performing their obligations by events outside their control as stipulated by law.**

**Art. 6.2 A party seeking to rely on the clause must give a written notice to the other party of the event or circumstances constituting Force Majeure and shall specify the obligations, the performance of which is prevented, within maximum 5 days following the termination of the force majeure circumstances.**

**7. DISPUTE RESOLUTION**

**Art. 7.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this agreement through negotiations and using all reasonable endeavours.**

**Art. 7.2 If disputes could not be settled amicably a party may take the dispute to court or arbitration, in compliance with the law.**

**8. AMENDMENT, SUSPENSION AND TERMINATION OF THE AGREEMENT**

**Art.8.1 This Agreement may be amended with the mutual consent of the Parties through an Additional Act.**

**Art.8.2 This agreement may be terminated: upon expiration of the term of the contract, by the agreement of the parties or by breach of contract.**

**9. FINAL PROVISIONS**

**Art.9.1 Any verbal agreement, before or after the conclusion of this agreement is null and void, it does not produce any legal effect between the parties or towards third parties.**

**Art.9.2.** The parties to the contract agree that any of the following types of signature used in the contract: handwritten signature, handwritten signature in duplicate, handwritten signature in electronic form, simplified electronic signature and extended electronic signature, shall constitute the express agreement of the parties to the terms of this contract.

**Art. 9.3.** For the purpose of providing the services which are the subject of this contract, the parties to the contract undertake that the protection of personal data submitted for the purpose of fulfilling the contract shall be carried out in compliance with all applicable statutory provisions governing data protection, namely those of the EU Regulation 2016/679 and of Law no. 190/2018 on the protection of individuals in relation to the processing of personal data and on the free movement of such data.

**Art. 9.4 This agreement was signed today ............................... in two original copies, one for each party.**

Rector, BENEFICIARY,

Professor DANIEL DAVID, PhD

**Preventive financial control approval,**

**Chief Financial Officer Püsök István**

**Legally endorsed,**