**VOCATIONAL TRAINING AGREEMENT** (legal person)

No. ………….. of .............

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**, and

B. Company ............................................................. located in .............................................. Address ............................................................., county/(sector) ............................., Trade Register Office registration no. J..../....../............., Tax code ........................., as vocational training beneficiary, hereinafter referred to as **Beneficiary**,

2. **Purpose of the Agreement:**

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

3. **Duration of the Agreement:**

The duration of the Agreement covers ................ hours, that is .................. hours of theoretical training and ................ hours of practical training, online coaching and tutorship; the term of this Agreement shall begin on the date ....................... and shall continue in effect until ............................

4. **Consideration:**

The agreement total value is ....................... lei. The Beneficiary agrees to pay to the Service Provider the agreed amount in consideration of the courses provided by the service provider until the end of the courses, in the account RO35TREZ21620F330500XXXX, open at National Bank Cluj Treasury, tax identification number 4305849. **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.**

5. **Obligations of parties:**

A. 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;

B. Obligations of the Beneficiary:

a) to ensure the attendance to the vocational training programme for the entire duration of the courses;

b) to use material, technical, and any other facilities according to their purpose and only within the vocational training programme and avoid their degradation, damage or destruction;

c) to preserve order, cleanliness, good behaviour and discipline throughout the attendance of vocational training courses;

d) to ensure in turn adequate spaces for training and logistics, if so agreed.

e) to pay the amounts agreed within the terms established by this agreement based on the invoices issued by the service provider.

6. **Contractual Liability**

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.

7. **Force Majeure**

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.

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.

8. **Dispute Resolution**

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.

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

9. **Amendment, Suspension and Termination of the Agreement**

Modifications and amendments to this agreement, including any addendum or appendix, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

Suspension of the agreement within a specified time period is possible by mutual consent of the parties.

This agreement may be terminated:

a) upon expiration of the term of the contract and fulfilment of the purpose of the agreement;

b) by the mutual written agreement of the parties;

c) by termination.

If one of the parties does not comply with its obligations under the agreement, the injured party may request the termination of the contract.

10. **Special clauses**

Any other contractual clauses the parties agree to through an addendum shall be enforceable only if they comply with the law.

11. **Final provisions**

**Art.11.1.** 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. 11.2.** 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. 11.3.** The Parties have agreed to sign today, ......................., this agreement in two copies, one for the service provider and one for the beneficiary.

Rector, BENEFICIARY,

Professor DANIEL DAVID, PhD

**Preventive financial control approval,**

**Chief Financial Officer Püsök István**

**Legally endorsed,**