

# COLLABORATION CONTRACT

regarding the annual practical training of students in medical institutions  
no. \_\_\_\_\_ of \_\_\_\_\_

976  
31 LUG. 2015

## I. Contractual parties

THE MEDICAL INSTITUTION, \_\_\_\_\_, located in the city/country \_\_\_\_\_, St. \_\_\_\_\_ no. \_\_\_\_\_, county \_\_\_\_\_, telephone/fax \_\_\_\_\_, as a provider of training services for students, represented by manager, \_\_\_\_\_, and training coordinator \_\_\_\_\_

“VASILE-GOLDIS” WESTERN UNIVERSITY OF ARAD, located in Arad, Romania, Bd. Revolutiei nr. 94, higher education institution, established under Law No. 240/2002, represented by Rector, Professor Coralia Adina Cotoraci, PhD, and the Faculty of Medicine, Pharmacy and Dentistry, represented by Dean, Professor LIANA MOȘ, PhD, as a recipient of clinical training services for students,

and

STUDENT, \_\_\_\_\_, CNP(PIN) \_\_\_\_\_ date of birth \_\_\_\_\_, place of birth \_\_\_\_\_, citizenship: \_\_\_\_\_, passport (if applicable) \_\_\_\_\_, residence permit (if applicable) \_\_\_\_\_, address of residence: \_\_\_\_\_, enrolled in the \_\_\_\_\_ year of studiu, at the Faculty of Medicine, Pharmacy and Dentistry, speciality: \_\_\_\_\_, email: \_\_\_\_\_, telephone: \_\_\_\_\_, hereinafter referred to as the trainee,

have agreed to conclude this **COLLABORATION CONTRACT**, subject to the following clauses:

## II. Object of the contract

ART. 1 (1) The object of the present contract is annual provision, by the medical unit, of annual practical training services to shape medical skills and competences in students, under the supervision and guidance of the medical institution, \_\_\_\_\_

(2) The topics of the annual practical training are provided in annex 1 to this contract, which is an integral part thereof.

## III. Term of the contract

ART. 2 (1) The annual practical training will have a total duration of \_\_\_\_\_ hours/year of study.

(2) The training will take place from \_\_\_\_\_ until \_\_\_\_\_.

## IV. Obligations of the parties

### A. Obligations of the recipient

ART. 3. “VASILE-GOLDIS” WESTERN UNIVERSITY of ARAD, Romania – Faculty of Medicine, Pharmacy, and Dentistry, as a recipient of services, has the following obligations:

- a. to make available for the medical institution, as an annex to the contract (annex no. 1), the topics of the annual summer practical training, specifying the number of hours and the contents;
- b. to assess the annual practical training using transferable credits;
- c. to give the student a total of **2 transferable credits**, obtained as a result of completing the annual practical training, which will also be featured on the Diploma Supplement, according to Europass regulations (Decision 2.241/2004/CE of the European Parliament and the Council), after successfully completing annual practical training.

#### **B. Obligations of the service provider**

ART. 4. The medical institution, ....., as a provider of practical training services for students, has the following obligations:

- a. to inform students, before the commencement of practical training, on work safety and health regulations, in accordance with the legislation in force;
- b. to comply with legal requirements and take all necessary measures with regard to the students' work safety and health, as well as to inform them on rules for preventing professional risks;
- c. to appoint a training supervisor for students, according to the topics for annual summer practical training;
- d. to provide the material resources required for students' practical training, according to the training topics;
- e. to report to "Vasile-Goldis" Western University of Arad on any irregularities made by the student during the period of the practical training at the medical institution.

#### **C. Obligations of the student**

ART. 5. The student, as a trainee, has the following obligations:

- a. to comply with the agreed work program and perform specified activities in accordance with the topics of practical training, while observing the legal framework concerning the amount and difficulty of these topics, all throughout the training;
- b. to comply with the internal regulations of the medical institution;
- c. to comply with the work safety and health regulations they learned from the representative of the medical institution before the commencement of practical training;
- d. to attach a proof of medical insurance to this Collaboration Contract, valid in the period and on the territory of the state where practical training takes place;
- e. to submit, periodically and after the completion of training, a training log including:
  - name of the training module;
  - trained skills;
  - tasks performed during the training period;
  - personal observations on these tasks.
- f. Practical training is mandatory and is a prerequisite for students to accede to the following year of study;
- g. the student shall remain, throughout the training, a student of "Vasile Goldiș" Western University of Arad

#### **V. Quality of services**

ART. 6. Educational activities will be organized so as to enhance the quality of medical care, while respecting patients' rights and medical ethics and deontology.

ART. 7. The medical institution is responsible, under the law, for the quality of medical care, for meeting all conditions related to accommodation, hygiene, nutrition and the prevention of hospital-acquired infections, as well as for covering damages caused to the patients.

ART. 8. Services provided under this contract must meet the quality criteria stipulated by competent legal authorities.

#### **VI. Contractual Liability**

ART. 9. For failure or inadequacy in fulfilling contractual obligations, the defaulting party shall compensate the other party for any damages.

#### **VII. Special clause**

ART. 10 (1) Any circumstances that are independent from the will of the parties, occurring after the date when the contract was signed and preventing the execution thereof, shall be deemed cases of *force majeure* and shall exonerate the party invoking such circumstances from any liability. *Force majeure* includes, for the purposes of this clause, such circumstances as: wars, revolutions, earthquakes, large floods, and embargo.

(2) The party invoking *force majeure* must notify the other party within 5 business days from the date when the case of *force majeure* emerged and, likewise, upon cessation of the case. If notification is not given within the terms specified above, the party invoking *force majeure* shall incur expenses for all damage caused to the other party by failure to notify within the agreed term.

(3) The case of *force majeure* shall suspend the execution of contractual obligation for a period of up to 10 days of its emergence. After the expiry of this term, any of the parties can terminate the contract.

#### **VIII. Termination and expiry of the contract**

ART. 11 (1) This contract shall end when the term for which was signed has expired.

(2) The contract can be terminated by mutual consent of the parties, or by either party, for due reason, by notifying the other party within 5 calendar days before the date when termination is desired.

ART. 12. This contract may be terminated at the request of either party, in case of non-compliance with contractual clauses.

#### **IX. Correspondence**

ART. 13 (1) Correspondence related to the performance of this contract shall be made in writing, by registered letter with acknowledgment of receipt, by fax, or directly to the registered office of the parties.

(2) Each contracting party is obliged to notify the other party, within 3 business days, of any changes in data contained in this contract.

#### **X. Amendment of the contract**

ART. 14 Should any new laws be passed on the issue and come into force during the performance of this contract, contrary clauses shall be changed and supplemented accordingly.

ART. 15 Should any clause of this contract be declared invalid, the other clauses shall not be affected by this invalidity. Parties agree for any clause that has been declared invalid to be replaced by another one that befits as much as possible the spirit of the contract.

ART. 16 This contract may be amended by negotiation and bilateral agreement, at the initiative of either contracting party, subject to written notification of the intent and suggestions for amendment within at least 5 days before the date from which the amendment is desired to take effect.

ART. 17 The contract should be amended through an addendum signed by both parties and attached thereto.

**XI. Dispute settlement**

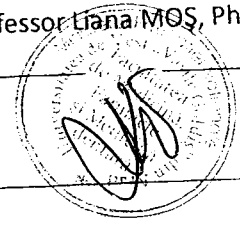
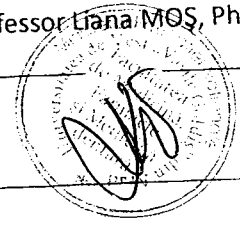
ART. 18 (1) Disputes arising in connection to the conclusion, performance, amendment, termination, or any other claims arising from this contract, shall be subject to a prior amicable settlement procedure.

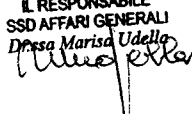
(2) Unresolved disputes under paragraph (1) shall be settled by competent courts.

**XII. Other Clauses**

Art.19 This contract is completed with provisions of the Order of the Minister of Public Health and the Minister of Education, Research and Youth no. 140/1.515/2007 for approval of the Methodology underlying collaboration between hospitals and medical higher education institutions, or medical education units, and with Directive 2005/36/EC of the EUROPEAN PARLIAMENT AND COUNCIL of 7 September 2005 on the recognition of professional qualifications.

This contract was signed today, on ....., **in three copies, 4 pages each, one for each contracting party.**

	Medical institution	"Vasile Goldis" Western University of Arad – Romania	Student
Surname and name		Dean, Professor <i>Liana MOS</i> , PhD	<i>ANNA PILLosu</i>
Signature			<i>Anna Pillosu</i>
Stamp			
Surname and name	Training Supervisor,	Head of Department,	
Signature			
Stamp			
Date			

**ASL Cagliari**  
 Il presente allegato è composto di n° 4 fogli  
 di n° 4 pagine.  
 IL RESPONSABILE  
 SSD AFFARI GENERALI  
*D.ssa Marisa Udella*  


**ALLEGATO ALLA DELIBERAZIONE**  
 N. 976 DEL 31 LUG. 2015  
 4  
 IL DIRETTORE AMMINISTRATIVO *Dott.ssa Antohella Carreras* IL DIRETTORE SANITARIO *Dott. Pier Paolo Pani*  
 IL COMMISSARIO STRAORDINARIO *Dott.ssa Savina Ortu*  
