FRAMEWORK CONVENTION

on Internships of Undergraduate University Studies in Medicine

Academic year 2018-2019

Art. 1 SIGNATORY PARTIES

This framework convention shall be signed between:

(1) "Iuliu Hațieganu" University of Medicine and Pharmacy of Cluj-Napoca, based in Cluj-Napoca, Victor Babeș Street, no. 8, telephone no. +4 0264 597256, e-mail contact@umfcluj.ro, as a degree awarding higher education establishment accredited by the state, hereinafter referred to as Internship Organizer, legally represented by Prof. Alexandru IRIMIE, MD, Ph.D., as RECTOR;

and

(2) Hospital: __________________________, based in the city of__________________, street ________________, no.______, legally represented by Manager___________________, hereinafter referred to as Internship Partner

and

(3) The student______________________________________________________, residing in the city of__________________________, street__________________________, no. ___ code______________, place of birth ________________, date of birth ____________, identity card__________, series _________, no__________, PIN__________/ passport (as the case may be) ________________ /residence permit (as the case may be) ________________, academic year_____________, faculty_____________, study program________________, group _________ hereinafter referred to as Intern.

Art. 2 OBJECT OF THE FRAMEWORK-CONVENTION

Under the provisions of Order no. 3.955 of 9 May 2008 approving the General Framework of Internship Organization within the undergraduate and master studies and the Framework Convention on Undergraduate and Master University Studies and the Common Order of the Minister of Public Health and the Minister of Education, Research and Youth no. 140/1515/2007 approving the Methodology under which the collaboration between hospitals and medical higher education institutions is performed, the parties agree to cooperate in providing the necessary practical basis for the intern’s professional training.
The object of this framework-convention consists of setting the framework of organization and conduct of internship training in order to consolidate theoretical knowledge for the training and development of professional and practical skills, so as to apply them in accordance with Specialization of MEDICINE the intern prepares for during his/her university studies;

**Art. 3 PLACE OF INTERNSHIP**

The practice hours shall be performed at __________________________
legally represented by (name and position)
Mr./Ms. __________________________
Internship partner’s address: __________________________
Internship venue __________________
E-mail____________________ Telephone___________________

**Art. 4 DURATION AND PERIOD OF INTERNSHIP**

(1) The internship shall go on for ____ hours and will be carried out between __________ and __________.
(2) The internship hours will take place during the working days of each month, according to the following schedule ___________________
(3) During the whole internship period, the intern shall remain the student of the Faculty of Medicine within the “Iuliu Hatieganu” University of Medicine and Pharmacy of Cluj-Napoca.

**Art. 5 RIGHTS AND OBLIGATIONS OF "IULIU HAȚIEGANU” UNIVERSITY OF CLUJ-NAPOCA**

The rights of the University, under this framework-convention, are as follows:
(1) to establish the conditions of organization and conduct of professional internships, subject to this framework-convention;
(2) to monitor how the student complies with the obligations under this framework-convention. To this end, the University has the right to ask the intern to provide supporting documents proving practical training activities performed by the beneficiary for the period of internship;
(3) to take appropriate measures in case of failure by the intern to comply with its contractual obligations or failure to comply with the schedule for the performance of activities related to the organization and conduct of the internship;

The obligations of the University, under this framework-convention, are:
(1) The internship organizer appoints a supervising teacher responsible for planning, organizing and supervising the conduct of practical trainings. The supervising teacher and the tutor appointed by the internship partner establish the internship curriculum and the professional skills covered by the internship sessions.
(2) If the internship session is not consistent with the commitments made by the internship partner under this framework-convention, the head of the higher education establishment (internship organizer) may decide to interrupt the internship under this framework-convention, after having previously informed the head of the internship partner and after having confirmed the receipt of this notice.

**Art. 6 RIGHTS AND OBLIGATIONS OF THE INTERN**

The intern’s rights, under this framework-convention, are:
(1) to use the infrastructure belonging to the internship partner, in view of carrying out internship activities, in order to fulfill his/her obligations under this framework-convention;
(2) to be provided with social protection, under the legislation in force;
(3) to be trained on occupational health and safety rules, under the legislation in force;
(4) to be informed on occupational risks (in the case of the laboratory work, a labor protection protocol is necessary);

The intern’s obligations, under this framework-convention, are:

(1) to carry out the training activities set out in this framework-convention, while observing the work time, period and program established by the internship organizer;

(2) to perform the activities requested by the tutor, after a prior training, in compliance with the legal framework on their volume and difficulty (based on the updated Labor Code, as subsequently amended and supplemented);

(3) to observe the Internal Regulation of the internship partner. In case of failure to observe such regulation, the head of the internship partner reserves the right to cancel the framework-convention, after having first heard the intern and the tutor’s point of view and after having informed the head of the educational institution where the intern is enrolled and after having received the receipt confirmation of this notice;

(4) to comply with the occupational safety and health rules acquired from the internship partner before starting the internship;

(5) the trainee undertakes not to use, in any form, the information he/she can access during the internship session regarding his/her internship partner or its customers, for communication purposes to a third party or for publication, including after the training period, except based on the internship partner’s consent;

Art. 7 PERSONS APPOINTED BY THE INTERNSHIP PARTNER AND THE INTERNSHIP ORGANIZER

(1) The internship partner shall appoint a tutor for the internship session, selected from its own employees.

(2) In the event of failure by the trainee to comply with its obligations, the tutor will contact the supervising teacher and a sanction is to be applied under the rules of organization and functioning of the higher education establishment.

(3) The Internship Tutor will be deemed responsible by the internship partner for the intern and will fill in the Evaluation Form relative to the student’s practical activity:

Mr./Ms._______________________________________
Position ______________________________________
Contact details:
Telephone ___________________, Fax _______________, E-mail ____________________________

The supervising teacher will be deemed responsible by the internship organizer for the supervision of the internship

____________________________________
Position: _____________________________
Telephone: _____________________________

(4) Before starting the internship session, the partner undertakes to instruct the intern on the occupational safety and health rules under the legislation in force. Among his/her responsibilities, the internship partner shall take all necessary measures in order to ensure the intern’s safety and health, as well as to communicate the rules of occupational risks prevention.

(5) The Internship Partner shall provide the intern with all the necessary means in order to achieve all internship objectives.
(6) The Internship Partner undertakes to ensure free access to the occupational medicine service throughout the internship session.

Art. 8 INTERNSHIP EVALUATION
(1) Throughout the internship, the tutor shall permanently evaluate the intern on the basis of the Evaluation Form. The tutor shall assess both the acquisition level of technical skills and the intern’s conduct and his/her integration in the practical activity (discipline, punctuality, responsibility in solving tasks, observance of the internal regulation of the Internship partner, etc.)

Art. 9 OCCUPATIONAL HEALTH AND SAFETY. INTERN’S SOCIAL PROTECTION
(1) The intern shall add to this convention the proof of a medical insurance valid for the period and the country where he/she carries out the internship.
(2) The Internship Partner undertakes to observe the legal provisions relative to the trainee’s occupational health and safety throughout the internship.
(3) The intern shall be provided with social protection under the legislation in force. Consequently, under the provisions of the Law no. 346/2002 relative to labor accidents and occupational diseases insurances, with its subsequent amendments and completions, the intern shall benefit of the legal provisions relative to labor accidents throughout the entire internship period.
(4) In the case the intern bears an accident, either during work or when going to work, the Internship Partner undertakes to inform the insurance company regarding the accident that took place.

Art. 10 AMENDMENTS TO THE FRAMEWORK-CONVENTION
Any amendments to the provisions of this framework-convention during its execution require the conclusion of an additional agreement between the parties in compliance with the legal provisions in force.

Art. 11 END OF FRAMEWORK-CONVENTION
This framework-convention shall end:
(1) on the date when the University Administration Council approves the student’s request to withdraw from studies;
(2) upon the student’s transfer to another institution providing undergraduate studies;
(3) upon completion of the term for which it has been concluded;

Art. 12 TERMINATION OF FRAMEWORK-CONVENTION
This framework-convention shall terminate without court interference and without any other formalities in the following situations:
(1) upon student’s expulsion;
(2) upon non-compliance by the student of the obligations and conditions in this framework-convention;
In the first case, the termination shall take place by expulsion decision taken by the University Administration Council.

Art. 13 FORCE MAJEURE
Force majeure exonerates of liability the party invoking it, for unpredictable and insuperable events, provided that, within 5 days from the occurrence of such an event, the party involved should provide a written notification to the other contracting party about the occurrence of the unpredictable event and about the consequences incurring from it with regard to the execution of this framework-convention.

Art. 14 SPECIAL CLAUSES
(1) Any communication between the parties regarding the accomplishment of this framework-convention must be transmitted in writing or electronically.
Art. 15 FINAL PROVISIONS

(1) Any dispute pertaining to the conclusion, execution, amendment, prorogation or termination of this framework-convention shall be solved amiably. In the event such disputes cannot be solved amiably, this shall be done by the materially and territorially qualified court, in compliance with the law.

This framework-convention is deemed concluded on the date of its signing by the legal representative of the internship organizer.

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<th>Internship Organizer</th>
<th>Internship Partner</th>
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<td>&quot;Iuliu Hațieganu&quot; University of Medicine and Pharmacy</td>
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<td>of Cluj-Napoca</td>
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<td>RECTOR</td>
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<td>Prof. Alexandru IRIMIE, Ph.D.</td>
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Manager,

(Surname, Given Name)

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Internship Tutor,

(Surname, Given Name)

(Signature and seal)