# CONTRACT

### for clinical training of the student on EPP "Pediatrics", II (Master's) level of higher education, in the specialty 228 "Pediatrics ", the field of study 22 Health Poltava State Medical University (PSMU)

"\_"\_\_\_\_\_\_2022

Nº\_\_\_\_\_

Poltava State Medical University (hereinafter referred to as the University) represented by the Rector of the PSMU Higher Education Institution, Prof. Viacheslav ZHDAN on one side, and the Director (Chief Medical Officer)

(hereinafter referred to as the Facility) on the other side

(hereinafter referred to as the Parties) have concluded this Contract on the following:

# 1. Subject:

1.1. The Parties undertake mutual obligations to organize and provide clinical training for the University student

(full name of the student, year of study, group)

1.2. The Facility accepts the University student to take \_\_\_\_\_\_ training in compliance with the clinical practice program.

# 2. Responsibilities of the Parties:

2.1. The Facility shall:

2.1.1. Accept the student for clinical practice in accordance with the schedule of the educational process:

Type of the clinical training	Duration of the clinical training (start - end)

2.1.2. Appoint a qualified specialist by the Order to supervise the clinical training.

2.1.3. Create appropriate conditions for the student to fulfill the clinical training program, not allow occupying positions and work that does not correspond to the program of clinical training and the specialty. Conduct mandatory occupational safety briefings. If necessary, train the student in safe working methods.

2.1.4 Provide the student with conditions of safe work at a particular workplace.

2.1.5. Provide the student with the opportunity to use the material and technical means and information resources necessary for the fulfillment of the clinical practice program.

2.1.6. Report all violations of labor discipline, internal regulations and other violations to the University.

2.1.7. Upon the completion of the clinical training, provide the Performance Evaluation Letter for the student.

2.2 The University shall:

2.2.1. Provide the Facility with the thematic plan, and referral to clinical training.

2.2.2. Appoint a qualified educator as the Head of clinical practice.

2.2.3. Ensure compliance by the student with labor discipline and internal labor regulations.

2.2.4. Participate in the commission investigation of accidents, if any, occurred with the student during the clinical training.

# **3.** Liability of the Parties for non-fulfillment of the Contract:

3.1. Each party guarantees the preservation of the secrecy of confidential information and / or trade secrets of the other Party, which was obtained during the fulfillment and implementation of this Contract and undertakes not to provide access to it and / or not to notify it to the third parties without the written consent of the other Party under this Contract. In case of breach of the terms

of confidentiality, the guilty Party shall indemnify the damage to the other Party.

3.2. The Parties agree to the processing and storage of their personal data in order to implement the relations that develop between the Parties in the course of fulfilling the terms of the Contract and in order to ensure the implementation of economic and legal relations in accordance with the current legislation of Ukraine. The Parties shall ensure that any personal data transferred in accordance with the terms of this Contract are received, used and transmitted in accordance with the requirements of current legislation of Ukraine in the field of personal data protection. In case of violation by one of the Parties of the requirements of the legislation of Ukraine in the field of personal data protection, the other Party is not responsible for such a violation.

3.3. The Parties are responsible for non-fulfillment of their obligations to organize and conduct of the clinical training in accordance with labor legislation in Ukraine.

3.4. All disputes arising between the Parties under the Contract are resolved in accordance with the established procedure.

3.5. The Contract becomes effective after its signing by the Parties and is valid until the end of the clinical training according to the schedule.

3.6. The Contract is drawn up in two copies in Ukrainian and English: one for the Facility and one for the University.

### 4. Force majeure circumstances:

4.1. The Parties shall be released from liability for partial or complete non-fulfillment of their obligations under the Contract, if this happened as a result of an accident or force majeure, including: flood, earthquake, and other natural disasters, strikes, if these circumstances directly affect the fulfilment of this Contract.

4.2. The Party that cannot fulfill its obligations under the Contract as a result of force majeure circumstances must immediately notify the other Party in writing about the occurrence of such circumstances within 5 (five) days from the date of their occurrence. The notice should contain information about the date of occurrence, the nature of the circumstances and their possible consequences.

4.3. Untimely notification of force majeure circumstances deprives the Party of the right to refer to them as the grounds (reason) for non-fulfillment of its obligations under this Contract.

### **5.** Other terms of the Contract:

5.1. This Contract does not provide for any financial obligations of the Parties.

### Legal addresses and signatures of the Parties:

#### **Poltava State Medical University**

The Facility

23Shevchenka Str., Poltava, Ukraine, 36011 tel/fax +38 (0532) 60 20 51 e-mail: mail@pdmu.edu.ua EDRPOU code 43937407

**Rector higher education institutions (PSMU)** 

Viacheslav ZHDAN

(signature)

(full name)

Seal "\_\_\_\_" \_\_\_\_ 2022

Seal "\_\_\_\_" \_\_\_\_ 2022