Appendix No. 1 to the Order No. 47/2023 of the Rector of the MUB of 22.05.2023

Agreement for practical training corresponding to the scope of the clinical part of the postgraduate internship program

concluded in Bialystok on ……………………………. between:

Medical University of Bialystok, ul. Kilińskiego 1, 15-089 Białystok,
**NIP** 542 021 17 17, **REGON** 000288604, represented by:

…………………………………………………………….

hereinafter referred to as “the University”

And Mr/Ms PESEL ,
in case of lack of PESEL - number of the document confirming identity and the name of the country that issued it ……………………………………………………………………….,

Citizenship ……………………………………………………………………………………………………………………………………..,

residence address …………………………………………………………………………………………………………………………,

residence address in Poland ,

e-mail address , contact phone ,

hereinafter referred to as “the Intern”,

- hereinafter referred to as “the Parties”

Pursuant to Art. 15p sec. 1 of the Act of 5 December 1996 on the professions of doctor and dentist (i.e. Journal of Laws of 2022, item 1731, as amended) and art. 163 sec. 2 of the Act of 20 July 2018 - Law on Higher Education and Science (i.e. Journal of Laws of 2023, item 742, as amended), the Parties hereby conclude the agreement with the following content:

**Definitions**
**§ 1**

The terms used in the agreement shall have the following meaning:

* **internship** - a 6-month practical training corresponding to the scope of the clinical part of the postgraduate internship program conducted in a medical entity, for graduates of medical studies in English at the Medical University of Bialystok, who obtained the professional title of doctor or dentist and did not complete a postgraduate internship;
* **Intern** - a person undergoing an internship;
* **University** - Medical University of Bialystok;
* **medical entity** - a medical entity conducting the internship, providing the University with organizational units necessary to conduct undergraduate and postgraduate education in medical professions, in accordance with art. 89 of the Act of 15 April 2011 on medical activity (i.e. Journal of Laws of 2022, item 633, as amended).

# Subject of the agreement§ 2

The subject of this agreement is the internship of the Intern conducted in a medical entity on the basis of a referral issued by the University.

# Declarations of the Parties§ 3

The Intern declares that he/ she meets the following eligibility criteria for the internship:

1. he/ she graduated from the Faculty of Medicine in English at the University;
2. starts the internship not later than within 2 years from the date of obtaining the professional title of a doctor;
3. by the date of this agreement, he/ she has not completed a postgraduate internship.

# § 4

The University declares that:

1. it is the organizer of the internship conducted in a medical entity;
2. the internship is conducted in a medical entity on the basis of a referral issued by the University, in accordance with the program prepared by the minister responsible for health. The template of the referral constitutes Appendix no. 1 to this agreement.

# Obligations of the Parties§ 5

The Intern undertakes in particular to:

1. start the internship immediately after receiving a referral issued by the University;
2. keep an internship journal;
3. complete an internship in accordance with the internship program available on the website of the Public Information Bulletin of the office supporting the minister responsible for health;
4. complete the internship within the time limit resulting from the internship program and the schedule agreed with the internship supervisors;
5. in case of absence - complete part of the internship not completed due to the absence of the intern;
6. cover the costs resulting from the need to organize additional classes in the event of absence not justified by a sick leave;
7. posses and present of a valid third party liability (OC) and accident insurance (NNW), extended to include additional benefits for occupational exposure related to potential contact with biological agents, covering the period of the internship;
8. maintain the secrecy of patients' personal data and the method of securing them, to which he/ she will have access during the internship - both during the internship and after its completion, in accordance with the provisions of Regulation 2016/679 of the European Parliament and of the EU Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
9. comply with the rules of ethics and professional secrecy;
10. comply with the order, health and safety, fire and sanitary regulations in force in the medical entity, including the rules of the sanitary regime applicable in the event of an announcement of an epidemic threat or state of epidemic;
11. wear University id-badge during classes conducted as part of the internship;
12. pay the fees related to the internship referred to in § 8 and, if applicable, the fees referred to in point 6.

# § 6

The University undertakes to:

1. organize an internship in accordance with the program prepared by the minister competent for health matters available on the website of the Public Information Bulletin of the office supporting the minister competent for health matters - the program appropriate for the internship carried out by the intern shall constitute Appendix 2 to the agreement;
2. issue a referral for an internship at a medical entity to the Intern;
3. enable the Intern to start the internship within no more than 3 months from qualifying for the internship;
4. provide the Intern with the necessary information about the organization and course of the internship.

# Internship Organisation§ 7

1. Internship lasts 6 months and is conducted in accordance with the program available on the website of the Public Information Bulletin of the office supporting the minister responsible for health.
2. Internship supervisors confirm the start and end date of the internship in the internship cards.
3. Internship classes will be conducted under the supervision of internship supervisors.
4. An intern participating in the activities specified in the internship program may participate in the provision of health services under the direct supervision of medical professionals competent for the content of the internship.
5. The intern may stay on the premises of the medical entity only during and in connection with the classes carried out as part of the internship.
6. The internship is supervised by a coordinator appointed jointly by the University and the medical entity.
7. Conclusion of this agreement does not result in establishing an employment relationship with the Intern. In connection with the implementation of this agreement, the Intern is not entitled to remuneration.

# Rules of collecting fees§ 8

1. The internship fee is:
- for those paying in euro - EUR 6,000 (in words: six thousand euros);

- for those paying in US dollars - USD 6,480 (in words: six thousand four hundred and eighty USD).

1. The Intern shall pay the fee referred to in sec. 1, within 7 days from the date of conclusion of the agreement, by transfer to the University bank account:

**PL38 1240 5211 1978 0010 5022 9395** - **EUR**
**PL29 1240 5211 1787 0010 8254 8255** - **USD**
**PKOPPLPW** - SWIFT Bank Pekao S.A.

Payment of the internship fee by the Intern is a condition for receiving an internship referral issued by the University.

1. The fee referred to in section 1 may be divided into two equal instalments - the first instalment is payable within the period specified in sec. 2, the second instalment payable by 30th September.
2. In case of payment in instalments, the condition for admission to the internship from 1st October is the payment of the second instalment.
3. If the Intern submits a written resignation from the internship to the Practical Training Coordinator during its duration, a part of the paid internship fee is returned, in proportion to the scope completed until the resignation. The fee for the started month of training is charged in full.
4. The Intern is entitled to a refund of fees at his/her request.
5. Failure to participate in the internship for reasons attributable to the Intern does not give rise to the right to claim a refund of the fee paid.

# Duration of the Agreement§ 9

1. This agreement was concluded for the duration of the internship referred to in § 7 section 1.
2. The agreement may be terminated by the Intern with one month's notice with effect at the end of the calendar month.
3. Termination of the agreement requires a written resignation, which is submitted to the Practical Training Coordinator.

# Final provisions§ 10

Any changes to the content of this Agreement shall be null and void unless made in writing.

# § 11

1. The parties shall strive to amicably resolve disputes arising in connection with the performance of the agreement.
2. In the event of the inability to resolve the dispute in the manner specified in sec. 1 the parties agree, that the dispute shall be submitted for resolution to the competent Polish common court. Polish law applies to the agreement.

# § 12

1. The Medical University of Bialystok undertakes to comply with the provisions on the protection of personal data, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter referred to as GDPR).
2. In connection with the conclusion of this agreement and the implementation of practical training, fulfilling the provisions of art. 13 of the GDPR, the Medical University of Bialystok shall provide the Intern with information on the processing of personal data.
3. The Intern undertakes to read the information on the processing of personal data referred to in sec. 2.

# § 13

The Agreement has been drawn up in two identical copies, in two language versions - in Polish and in English, one for each of the Parties.
n the event of discrepancies in the language versions, the Polish version of the contract applies.

**THE UNIVERSITY:**

 **THE INTERN:**

Appendix no. 1.1. to the Agreement for practical training corresponding to the scope of the clinical part of the postgraduate internship program

Bialystok, date:

Person undergoing practical training:

Name of the medical entity:
REFERRAL

Pursuant to Art. 23 sec. 1 in connection with Art. 163 sec. 2 of the Act of 20 July 2018 - Law on Higher Education and Science (i.e. Journal of Laws of 2023, item 742, as amended), in connection with art. 15p sec. 1 of the Act of 5 December 1996 on the professions of doctor and dentist (i.e. Journal of Laws of 2022, item 1731 as amended)

I hereby refer: ,

the graduate of Medicine in English at the Medical University of Bialystok, to the practical training corresponding to the scope of the clinical part of the postgraduate internship program.

**Practical Training Coordinator: …………..**

Appendix no. 1.2. to the Agreement for practical training corresponding to the scope of the clinical part of the postgraduate internship program of .......................

**Internship Program[[1]](#footnote-1)**

1. The internship program applicable to the Intern, developed in accordance with the one prepared by the minister responsible for health matters, available on the website of the Public Information Bulletin of the office supporting the minister responsible for health matters [↑](#footnote-ref-1)