Appendix no. 1 to the Rector's Order no. 55/2022 dated 14.06.2022

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

concluded in Bialystok on between:

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

prof. dr hab. Tomasz Hryszko,

hereinafter referred to as the "University",

and Mr./Ms. PESEL ,
and in the absence of it – the identity document number and the name of the issuing state, ,

nationality ........... ,

address of residence ,

address of residence in Poland ,

email address , contact phone no. ,

hereinafter referred to as the "Intern",

– hereinafter referred to as the "Parties".

Pursuant to art. 8 section 8 of the Act of 16 July 2020 on amending the act on the professions of doctor and dentist and certain other acts (Journal of Laws item as amended) and art. 163 section 2 of the Act of 20 July 2018 the Law on Higher Education and Science (i.e. Journal of Laws of 2022 item 574 as amended), an agreement is concluded with the following content:

# Contractual definitions

## § 1

The terms used in the agreement mean:

* **internship** – 6 months of practical training corresponding to the scope of the clinical part of the postgraduate internship program, conducted in a medical entity for people who started their studies at the Medical University of Bialystok, in the academic year 2012/2013, 2013/2014, 2014/2015, 2015/2016 and 2016/2017 in the field of medicine in English, obtained a professional title of doctor or dentist and have not completed the postgraduate internship;
* **Intern** – a person undergoing internship;
* **medical entity** – a medical entity conducting an internship, providing the University with organisational units necessary for conducting pre- 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 an Intern undergoing internship in a medical entity on the basis of a referral issued by the University.

# Statements of the parties

## § 3

The intern declares that he/she meets the following criteria to be eligible for the internship:

1. began the studies at the University in the field of medicine, conducted in English in the academic year entitling him/her to apply for an internship;
2. received a professional title of the doctor and begins the internship no later than
 2 years from the date of obtaining the above mentioned professional title / within 2 years from the date of entry
 into force of the act of 16 July 2020 on amending the act on the professions of doctor
 and dentist and certain other acts [[1]](#footnote-1), in accordance with art. 8 section 9 of the act of 16 July 2020 on amending the act on the professions of doctor and dentist and certain other acts;
3. has not completed the postgraduate internship before the date of conclusion of this agreement.

## § 4

The University declares that:

1. is the organiser 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 programme prepared by the minister responsible for health. The referral template constitutes appendix no. 1.

# Commitments of the parties

## § 5

In particular, the Intern undertakes to:

1. begin the internship immediately after receiving the referral issued by the University;
2. keep a journal of the internship;
3. undergo the internship in accordance with the programme set out in appendix no. 2 of the agreement;
4. complete of the internship within the deadline resulting from the internship programme and the schedule agreed with the internship supervisors;
5. in case of absence - completion of part of the internship not completed due to the absence of the intern;
6. to cover the costs arising from the need to organise additional classes in case of presence not justified by the medical exemption;
7. possess and present a valid civil liability insurance policy (OC) and accident insurance policy (NNW), extended to additional benefits for occupational exposure related to potential contact
 with biological factors, during the period of the internship;
8. keep confidential patients' personal data and ways to protect 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 the regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and the repeal of the Directive 95/46/EC (General Data Protection Regulation);
9. comply with the principles 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 epidemic threat or state of epidemic;
11. wear the University IDs during classes conducted as part of the internship;
12. payment of the internship fees referred to in § 8 and possibly the fees referred to in point 6.

## § 6

The University undertakes to:

1. organise the internship in accordance with the programme prepared by the minister responsible for health, constituting appendix no. 1 to the agreement;
2. issue a referral to internship at a healthcare entity for the Intern;
3. allow the Intern to start the internship within a maximum period of 3 months after qualifying for the internship;
4. provide the Intern with the necessary information about the organisation and the course of the internship.

# Organisation of the traineeship

## § 7

1. The internship lasts 6 months and is conducted for 37.5 hours per week, in accordance with the programme constituting appendix no. 2 to the agreement;
2. The internship supervisors confirm the start and end dates of the internship in the internship cards.
3. Internship classes will be conducted under the supervision of internship supervisors.
4. The Intern participating in the classes specified by the internship programme may participate
in the provision of healthcare services under the direct supervision of persons practising the medical profession 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. Supervision over the implementation of the internship is carried out by a coordinator appointed jointly by the University and the medical entity.

# Rules for charging fees

## § 8

1. The fee for the internship is EUR 5 000 (in words: five thousand euro) or USD 6 100 (in words: six thousand one hundred USD).
2. The intern shall pay the fee referred to in section 1, within 7 days from the date of conclusion of the agreement, by transfer to the University bank account:
3. **PL38 1240 5211 1978 0010 5022 9395** - **EUR
PL29 1240 5211 1787 0010 8254 8255** - **USD
PKOPPLPW** - Pekao S.A. Bank SWIFT

The 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 payable within the period specified in section 2, second instalment payable by 30.09.2022
2. In the case of payments in installments, the condition of admission to the implementation of the internship from 1.10.2022 is to pay the second installment.

# Duration of the agreement

## § 9

1. This agreement has been concluded for the duration of the internship referred to in § 7 section 1.
2. The contract may be terminated by the Intern with 30 days' notice with effect at the end of the calendar month.

# Final provisions

## § 10

Any changes to the content of this agreement shall be in writing, under pain of nullity.

## § 11

1. The Parties shall strive to amicably resolve disputes arising from
 the implementation of the agreement.
2. If the dispute cannot be settled in accordance with the procedure specified in section 1, the Parties agree that the dispute shall be submitted to the common court of competent subject matter jurisdiction.

## § 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 natural persons with regard to the processing of personal data and on the free movement of such data, and the repeal of the Directive 95/46/EC (General Data Protection Regulation).
2. In connection with the conclusion of this agreement and the implementation of practical training, filling in the provisions of art. 13 of GDPR, the Medical University of Bialystok will provide Intern with information about the processing of personal data.
3. The Intern undertakes to read the information on the processing of personal data referred to in section 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.
In the case of discrepancies in the language versions – the Polish version of the agreement shall prevail.

**UNIVERSITY:**   **INTERN:**

Appendix no. 1 to the agreement dated .................. for practical training corresponding to the scope of the clinical part of the postgraduate internship programme

Białystok, dated

person receiving practical training:

name of the medical entity:
REFERRAL

Pursuant to art. 8 section 1 point 2), section 9 of the act of 16 July 2020 on amending the act
on the professions of doctor and dentist and certain other acts (Journal of Laws item 1291, as amended)
and the annex dated …..................... to the Agreement ……………………………

I refer Ms./Mr.:

a graduate of the medical programme in English of the Medical University of Bialystok, for a 6-month practical training corresponding to the scope of the clinical part of the postgraduate internship programme.

 **Practical training coordinator:** …........................................................................

1. Select the appropriate option – if the doctor obtained the professional title before the effective date of the Act
of 16 July 2020 on amending the act on the professions of doctor and dentist and certain other acts, this period shall be counted from the date of entry into force of this act [↑](#footnote-ref-1)