



**UMF**  
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Nr. \_\_\_\_\_/\_\_\_\_\_

## FRAMEWORK AGREEMENT

### on practicum training as part of undergraduate studies in dental medicine in the 2018-2019 academic year

#### Art. 1 SIGNING PARTIES

The current framework agreement is entered by and between:

(1) **"Iuliu Hațieganu" University of Medicine and Pharmacy, Cluj-Napoca**, located in Cluj-Napoca, 8 Babeș Street, phone +4 0264 597256, email [contact@umfcluj.ro](mailto:contact@umfcluj.ro), as state-accredited higher education institution offering undergraduate studies, legally represented by Professor Alexandru IRIMIE, MD, PhD, as RECTOR, herein referred to as **practicum organizer**;

and

(2) **Dental practice** \_\_\_\_\_, located in town/ city \_\_\_\_\_, Street \_\_\_\_\_, no \_\_\_\_\_, represented by Manager \_\_\_\_\_, herein referred to as **practicum host institution**;

and

\*(3) **Student** \_\_\_\_\_, domiciled in town/city \_\_\_\_\_, Street \_\_\_\_\_, no \_\_\_\_\_, building \_\_\_\_\_, entrance \_\_\_\_\_, floor. \_\_\_\_\_, ap. \_\_\_\_\_, county \_\_\_\_\_, born in town/city \_\_\_\_\_, on \_\_\_\_\_, holder of identity card \_\_\_\_\_, series \_\_\_\_\_, no. \_\_\_\_\_, national identification number \_\_\_\_\_ /passport (if applicable) \_\_\_\_\_/ residence permit (if applicable) \_\_\_\_\_ enrolled in the academic year \_\_\_\_\_, faculty \_\_\_\_\_ study program \_\_\_\_\_, series \_\_\_\_\_, group \_\_\_\_\_ herein referred to as **practicum student**.

#### Art. 2 OBJECT OF THE FRAMEWORK AGREEMENT

The current framework agreement is signed in accordance with Order no. 3955 issued on 9 May 2008 regarding the approval of the general Framework for organizing practicum activities as part of undergraduate and master's studies and the framework agreement on practicum activities as part of undergraduate and master's studies.



The object of the framework agreement is:

(1) to establish the framework for the organization and running of a professional practicum aimed at consolidating theoretical knowledge in order to form and develop professional competencies and practical skills to be applied in accordance with the DENTAL MEDICINE specialty, for which the student is currently preparing;

(2) the running and content of the practicum activities described in the current framework agreement. The objectives of the practicum training are in accordance with the Practicum Report attached to this framework agreement.

### **Art. 3 PRACTICUM VENUE**

The practicum will take place in the Dental practice \_\_\_\_\_

Represented by (name and capacity)

Mr. / Mrs. \_\_\_\_\_

Address of practicum host institution: \_\_\_\_\_

\_\_\_\_\_

Address where practicum will take place \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_, phone: \_\_\_\_\_

### **Art. 4 PRACTICUM DURATION AND PERIOD**

(1) The practicum will have a duration of \_\_\_\_ hours and can be completed in the period \_\_\_\_\_ until \_\_\_\_\_.

(2) Practicum hours will be completed on working days, between hours \_\_\_\_\_

(3) The practicum student remains, during the entire period of the practicum, a student in the Faculty of Medicine, "Iuliu Hațieganu" University of Medicine and Pharmacy, Cluj-Napoca.

### **Art. 5 RIGHTS AND OBLIGATIONS OF "IULIU HAȚIEGANU" UNIVERSITY OF MEDICINE AND PHARMACY, CLUJ-NAPOCA (PRACTICUM ORGANIZER)**

According to the current framework agreement, the **rights of the University** are as follows:

(1) to establish the conditions under which the professional practicum is organized and run, which represent the object of this framework agreement;

(2) to follow up whether the student meets the obligations of this framework agreement. In this respect, the University has the right to ask the practicum student to provide justifying documents as proof of having completed the practicum in the practicum period;



(3) to adopt the required measures in case of failure by the practicum student to meet the contract obligations or respect the period allotted for the completion of activities related to the organization and running of the practicum.

According to the current framework agreement, the **obligations of the University** are as follows:

(1) The practicum organizer appoints a member of the teaching staff as a supervisor responsible for planning, organizing, supervising and conducting the final evaluation of the student's activity.

(2) In case the practicum fails to be conducted according to the commitment made by the practicum host organization within the current agreement, the leader of the higher education institution (practicum organizer) may decide to interrupt the practicum according to the framework agreement, after previously informing the head of the practicum host institution and after receiving confirmation that this information was received.

(3) After the successful completion of the practicum, the organizer will award the number of ECTS credits according to the current curriculum, which will also be entered in the Diploma Supplement, according to Europass regulations (Decision 2.241/2004/ CE of the European Parliament and Council).

#### **Art. 6 RIGHTS AND OBLIGATIONS OF THE PRACTICUM HOST ORGANIZATION**

According to the current agreement, the **rights of the practicum host organization** are as follows:

- (1) to consent to the practicum student conducting the practicum (by signing the current framework agreement);
- (2) to decide how to organize and run the practicum in the allotted period according to the available schedule of the practicum host organization;
- (3) to establish the venue of the practicum;
- (4) to appoint a practicum supervisor.

According to the current framework agreement, the **obligations of the practicum host organization** are as follows:

- (1) to train the practicum student on the workplace safety and health regulations according to the current *legislation*. Among other responsibilities, the practicum host organization will take the required measures for the workplace safety and health of the practicum student, as well as for communicating the rules for the prevention of professional risks;
- (2) to ensure the organizational framework for the completion of the practicum within the allotted period and to ensure that the practicum student receives specialized and competent supervision for the entire duration of the practicum;
- (3) to ensure free access of the practicum student to the occupational health service during the duration of the practicum;
- (4) to be informed of professional risks (in the case of laboratory work, workplace safety minutes must be signed).



## **Art.7 RIGHTS AND OBLIGATIONS OF THE PRACTICUM STUDENT**

According to the current framework agreement, the **rights of the practicum student** are as follows:

- (1) to use the infrastructure of the practicum host organization in order to carry out practicum activities for completing the obligations stipulated in this framework agreement;
- (2) to give explicit consent to the choice of a practicum host organization (by signing the current framework agreement)
- (3) to carry out the practicum for its entire duration according to the current requirements and the consent of the practicum host organization.

According to the current framework agreement, the **obligations of the practicum student** are as follows:

- (1) to carry out the practicum activities stipulated in this framework agreement and to respect the period, duration and work schedule established by the practicum organizer;
- (2) to execute the activities required by the supervisor following previous training and in agreement with the legal framework, workload and difficulty of such activities (according to the updated Labor Code, as subsequently amended and supplemented);
- (3) the medical procedures that each student will have to perform during the specialty practicum according to the Practicum Report attached to this framework agreement.
- (4) to provide to the members of the summer practicum evaluation committee, in due time and according to the established schedule, the justifying documents mentioned in this framework agreement, which are required for verifying the completion of practicum activities;
- (5) to respect the Internal Rules of Procedures of the practicum host organization. In case of failure to respect these rules, the head of the practicum host organization reserves the right to annul the framework agreement, after previously hearing the positions of the practicum student and supervisor, informing the university leader where the student is enrolled and after receiving confirmation that this information was received;
- (6) to respect the workplace safety and health regulations acquired from the representative of the practicum host organization before commencement of the practicum training;
- (7) the practicum student vows not to use, under any circumstances, the information that he/she has access to during the practicum regarding the practicum host organization and their clients for the purpose of communicating it to a third party or publishing it, including after practicum completion, except with the agreement of the practicum host organization.

## **Art.8 PERSONS APPOINTED BY THE PRACTICUM HOST ORGANIZATION AND PRACTICUM ORGANIZER**

- (1) The practicum host organization will appoint an employee as supervisor for the practicum.



(2) In case of failure by the practicum student to meet the agreement obligations, the supervisor will contact the supervising teaching staff and sanctions will be applied in accordance with the rules and regulations of the higher education institution.

(3) The practicum supervisor is in charge of the practicum student on behalf of the practicum host organization and must complete the Practicum Report of the student, which is attached to this framework agreement:

Mr. /Mrs. \_\_\_\_\_

Position and specialty \_\_\_\_\_

Contact details:

Phone \_\_\_\_\_, E-mail \_\_\_\_\_

Supervising teaching staff member, in charge of the practicum on behalf of the practicum organizer:

Mr. / Mrs. \_\_\_\_\_

Position: \_\_\_\_\_

Phone \_\_\_\_\_, E-mail \_\_\_\_\_

#### **Art. 9 EVALUATION OF THE PRACTICUM TRAINING**

(1) The supervisor will continuously evaluate the practicum student during the practicum using an Evaluation Chart. The acquisition level of technical skills will be evaluated, as well as the student's behavior and integration in the practical activity (discipline, punctuality, responsible task completion, adherence to the Internal Rules of Procedures of the practicum host organization, etc.).

(2) At the end of the practicum training, the supervisor completes the Evaluation Chart and awards a grade. The result of this evaluation will form the basis of the mark awarded to the student by the evaluating teaching staff.

(3) After practicum completion, the practicum student will present the Practicum Report attached to this framework agreement.

#### **Art. 10 WORKPLACE SAFETY AND HEALTH. SOCIAL PROTECTION OF THE PRACTICUM STUDENT**

(1) The practicum student will attach to the current agreement proof of health insurance valid for the duration of the practicum in the country where the practicum takes place.



(2) The practicum host organization is obliged to respect the legal provisions on the workplace safety and health of the practicum student during the practicum training.

(3) The practicum student receives social protection according to the current legislation. Therefore, according to Law no. 346/2002 on the insurance for work accidents and occupational illnesses, as subsequently amended and supplemented, the practicum student benefits from the legislation on work accidents for the entire duration of the practicum.

(4) In case the practicum student suffers an accident, either at work or while traveling to work, the practicum host organization vows to inform the insurance company of the respective accident.

### **Art. 11 CHANGES TO THE FRAMEWORK AGREEMENT**

Any changes regarding the clauses of the current framework agreement, during its execution, require signing an additional act by the parties, according to legal provisions.

### **Art. 12 DISCHARGE OF THE FRAMEWORK AGREEMENT**

The framework agreement ends:

(1) on the date the Administrative Board of the University approves the student's request to withdraw from studies;

(2) on the date the student transfers to another university;

(3) upon expiry of the period for which it was concluded.

### **Art. 13 TERMINATION OF THE FRAMEWORK AGREEMENT**

The framework agreement terminates, without going to court or other formalities, in the following situations:

(1) if the student is expelled;

(2) if the student fails to respect the obligations and conditions of the current framework agreement;

(3) with the approval of the practicum organizer and practicum host organization.

In the first situation, termination occurs through the adoption of the expulsion decision by the Administrative Board of the University.

### **Art. 14 FORCE MAJEURE**

Force majeure exonerates from responsibility the party that claims it in case of unforeseen and unavoidable events, on condition that, within 5 days after the event, the respective party announces in writing the other contract party about the unforeseen event and its consequences regarding the execution of the current framework agreement.

### **Art. 15 SPECIAL CLAUSES**

(1) Any communication between the parties regarding the execution of the current framework agreement must be done in writing or in electronic format.



(2) The submission of the Practicum Report attached to this framework agreement to the Secretary's Office of the Faculty until the following date \_\_\_\_\_ constitutes the basis for the procedure of recognizing the specialty practicum.

(3) An original copy of the **framework agreement** on practicum training as part of undergraduate studies in medicine will be filed at the Secretary's Office of the Faculty.

**Art. 16 FINAL PROVISIONS**

(1) The Practicum Report is an appendix to the current framework agreement and constitutes an integral part of it.

(2) Any disputes related to the closing, execution, change, discharge or termination of the current framework agreement shall be settled amicably. If amicable settlement fails, a competent court shall settle these issues, according to law.

This framework agreement is considered closed on the date the legal representative of the practicum organizer signs it.

<b>Practicum organizer</b> <b>"Iuliu Hațieganu" University of          Medicine and Pharmacy, Cluj-Napoca</b>	<b>Practicum host organization</b> <b>Dental practice</b>	<b>Practicum student</b>
<p>Legal representative,  <b>Prof. Alexandru IRIMIE, MD, PhD</b>            RECTOR</p> <p>_____</p> <p>(Signature and stamp)</p> <p>Date</p> <p>_____</p> <p>Supervising/evaluating teaching staff,</p> <p>_____</p> <p>(Signature)</p>	<p><b>Doctor</b></p> <p>_____</p> <p>(Full name)</p> <p>_____</p> <p>(Signature and stamp)</p> <p><b>Practicum supervisor,</b></p> <p>_____</p> <p>(Full name)</p> <p>_____</p> <p>(Signature and stamp)</p>	<p>_____</p> <p>_____</p> <p>(Full name)</p> <p>_____</p> <p>(Signature)</p>



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