AGREEMENT ON PROVIDING PROFESSIONAL INSTRUCTON OF TUTORIALS AND PRACTICAL TRAINING EXPERIENCE

 **(pursuant to Section 1746 Par. 2 of the Act No. 89/2012 Coll., the Civil Code, as amended)**

Contracting parties:

**Technical University of Liberec**

**Faculty of Health Studies**

Address: Studentská 2, Liberec 1, 461 17

ID: 46747885

VAT: CZ46747885

Bank connection: ČSOB, a.s. branch Liberec

Bank account number: 305806603/0300

Represented by: prof. MUDr. Karel Cvachovec, CSc., MBA, the Dean of the faculty

Internal agreement number:

(hereinafter referred to as „**TUL**“)

and

Address:

Registered in:

ID:

VAT:

Bank connection:

Bank account number:

Represented by:

(hereinafter referred to as „**traineeship provider**“),

(hereinafter referred to as „**contracting parties**“),

Conclude the following agreement with each other (hereinafter referred to as „**agreement“**) pursuant to Act No. 111/1998 Sb., on Higher Education Institutions and on Amendments and Supplements to Some Other Acts (the Higher Education Act), as amended (hereinafter referred to as the „Act“):

**I.**

**Subject Matter of the Agreement**

1. The subject matter of this agreement is the activity of the traineeship provider which aims at providing professional instruction of tutorials and professional training experience (hereinafter referred to as tutorial/training) of student **the Student's personal number**, **the student's name and surname,** year of study , **full-time/combined study form** form of study, study programme: **B 5341 Nursing, study branch 5341R009 General Nurse / B 3944 Biomedical Technology, study branch 3901R032 Biomedical Technology ......**
2. The agreement is concluded for a fixed term, i.e. from  to  at the department/clinic of **exact name of the department**.
3. TUL declares that it is authorized to provide education in study programmes B 5341 Nursing, study branch 5341R009 General Nurse, B 3944 Biomedical Technology, study branch 3901R032 Biomedical Technology, N3963 Biomedical Engineering, study branch 3901T009 Biomedical Engineering and B5345 Specialization in Health Service, study branch 5345R021 Health Rescuer.

**II.**

**TUL’s Obligations**

1. Prepare the student for activities that they will exercise during the tutorial/training and apply the knowledge gained in theoretical instruction.
2. Focus the student’s professional instruction on understanding the necessity to comply with safety and hygiene regulations.
3. Provide the traineeship provider with the study plan for the study branch of General Nurse, Biomedical Technology, Biomedical Engineering and Health Rescuer.
4. Provide the student with adequate equipment – personal protective equipment – appropriate work garment and footwear.
5. In the case of training in a health institution, ensure obligatory vaccination of a student against virus hepatitis B pursuant to Decree No. 537/2006 Coll., on vaccination against infectious diseases, as amended. Further on, inform the student about the fact that all facts concerning the health condition of the patients with which they get acquainted during the tutorials/training are considered sensitive personal data protected by law, and to lead the student in accordance with the Ethics Code of a Health Worker and the Patients’ Rights.
6. A TUL employee, Mgr. Zuzana Paukertová, Faculty of Health Studies of the Technical University of Liberec, is the person authorized to manage practical instruction.

**III.**

**Traineeship Provider’s Obligations**

1. Organize at its departments/workplaces *exact name of the department* professional tutorials/training in the time period from  to       in accordance with the study plan of the Bachelor’s study branch 5341R009 General Nurse, study branch 3901R032 Biomedical Technology, study branch 3901T009 Biomedical Engineering and study branch 5345R021 Health Rescuer. The student shall carry out activities connected with the subject matter of this agreement only under the professional supervision of a mentor or an authorized employee of the department/workplace who shall ensure the accuracy, clarity and security of the acts thus shown and performed.
2. Provide tutorials/training for *name and surname of the student*, student of the Faculty of Health Studies of the Technical University of Liberec, and mentor him/her by a professional guarantor *head nurse or head of department* appointed from among the ranks of the professional employees of the traineeship provider.
3. Enable the student to enter to the workplace where the professional tutorials/training takes place and to consult medical documentation in the extent necessary for fulfilling the specific task within the scope of his/her competence.
4. Inform the student in a verifiable way about the regulations concerning health, safety and fire protection at the workplace in relation to the work performed by the student in accordance with relevant legislation.
5. In the case of a health institution, inform the student about the fact that all facts concerning the health condition of the patients with which they get acquainted during the tutorials/training are considered sensitive personal data protected by law, and about the way of protecting this data.
6. Provide the students with appropriate equipment, tools and material for the tutorials/training.
7. Allow the student to use the necessary capacity of the changing rooms and hygienic facilities in the workplace, ensure the washing of protective work clothes.
8. Inform all the staff to whom the subject matter of this agreement will apply about the subject matter of this agreement.
9. The traineeship provider’s employee *head nurse of the hospital or a responsible person* is authorized to negotiate with the TUL in order to establish mutual cooperation of both parties.

**IV.**

**Termination of the Agreement**

1. A contractual relationship established by this agreement shall expire upon expiry of the period for which it was concluded.
2. Either party may terminate the agreement only in the case of gross breach of obligations laid down by law or by this Agreement. The notice must be in writing and becomes effective on the day of delivery.
3. If the training is carried out by more than one student at the same time and if one student violates his/her obligations in a way that is seen as a reason for the termination of the agreement, the agreement will not be terminated, but the student violating the obligations will be excluded from training. Other students who have not violated their obligations will be able to complete their training.

**V.**

**Joint and Concluding Provisions**

1. Liability for damage to the property of the traineeship provider which a student could cause in the course of the tutorial/training or in direct connection with it shall be governed by Section 391 of Act No. 262/2006 Coll., The Labor Code, as amended.
2. During the period of traineeship under this agreement, the traineeship provider is not entitled to enter into an employment relationship or other similar relationship with the student.
3. Wages shall not be paid for work done by the student.
4. This agreement becomes effective on the day of signature by both contracting parties.
5. This agreement is governed by Czech law. Legal relationships not governed by this agreement are governed by the provisions of Act. 89/2012 Coll., the Civil Code.
6. In case of doubt, the documents addressed to the traineeship provider shall be considered to have been delivered on the 10th working day after the demonstrable sending of the document by the postal service provider.
7. The rights and obligations of the contracting parties under this agreement shall be transferred to the legal successors of the contracting parties unless the law excludes this.
8. In the event that any provision of this agreement becomes invalid, ineffective or unenforceable, the validity, effectiveness, or feasibility of the remaining provisions of this agreement shall not be affected.
9. The contracting parties both declare that this agreement is the manifestation of their true and free will.
10. The agreement shall be made in ?? identical copies. Each party shall receive  1 copy.
11. Any disputes between the contracting parties arising out of this agreement shall be settled amicably. If amicable solution is not reached, the contracting parties shall negotiate about the local jurisdiction of the competent court determined by the seat of the TUL.
12. Both parties declare that they have carefully read the agreement and, in order to prove their agreement with the provisions above, add their signatures:

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|  Stamp and signature ………………………………………….*person responsible*In *Place* on *date* |  TUL stamp and signature……………………………………………prof. MUDr. Karel Cvachovec, CSc., MBA In Liberec on *date* |