



# YEREVAN STATE MEDICAL UNIVERSITY AFTER MKHITAR HERATSI CLINICAL AND EDUCATIONAL COOPERATION AGREEMENT

Yerevan

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“Yerevan State Medical University after Mkhitar Heratsi” foundation, which in the present Agreement will act as a higher medical educational institution (hereinafter referred to as the University) represented by its Rector Armen Abgar Murdayan *on one side*, and

\_\_\_\_\_ *on the other side*,

(name of the organization)

which in the present Agreement will act as a licensed medical organization and a clinical database (hereinafter referred to as the Clinical Database) for organizing education at the University within the framework of the present Agreement, represented by its Head

\_\_\_\_\_ (Full-name of the Head of the Organization)

## CONCLUDED THE PRESENT AGREEMENT ON THE FOLLOWING TERMS AND CONDITIONS:

### *Main Concepts of the Agreement*

1. The following main concepts shall be defined in the present Agreement:
  - 1) **“Agreement”** – the present civil document concluded between the Parties in accordance with the RA Law, the Charters of the Parties and other legal acts;
  - 2) **“Clinical Database”** – medical organization licensed in the field of healthcare, together with which the University shall operate cooperatively through its educational-scientific division (department);
  - 3) **“Department”** – Educational-Scientific Department of the University whose academic personnel, within the framework of the cooperation of the present Agreement, shall perform their activities based on the Clinical Database without giving rise to the right of lease or free use;
  - 4) **“Student”** – A student studying in a continuous and integrated higher medical educational program in the specialties of "Medicine", "Dentistry" of the University and (or) a student studying in a secondary vocational educational program and (or) a clinical resident studying in a postgraduate educational program;
  - 5) **“Lecturer”** – a Lecturer at the University Department or a Visiting Professor and, as a rule, jointly a physician of the Clinical Database.

### *2. Subject Matter of the Agreement*

1) Upon the present Agreement the Parties shall agree to cooperate in the field of medical education and based on the clinical (medical) experience applied in the Clinical Database, to create conditions aimed at organizing educational process corresponding to the criteria rising from the University educational program (programs) for its students sent to the Clinical Database.

2) The present Agreement shall establish terms and conditions on clinical and educational cooperation in accordance with which no right of lease or free use shall arise between the University and the Clinical Database on the basis of the absence of use of the areas of the Clinical Database applied by the University.

3) Within the framework of the present Agreement, the Parties, based on the format established by the Annex attached to the present Agreement, shall plan an educational system for students sent to the Clinical

Database, capacity management, educational infrastructures to be provided (auditoriums, laboratories, etc.) which are to be reviewed and changed at least 10 days prior to the start of each academic year.

4) The education planned by the present Agreement shall be provided on the basis of the auditoriums, equipment and other logistic database of the Clinical Database.

## ***2. Competences and Obligations of the University***

1) Within the framework of the present Agreement, the University shall carry out its activities in accordance with the RA Law establishing and regulating the activities of education, science and healthcare, with the University Charter, its corresponding licenses and mutual working agreements with the Clinical Database based on the present Agreement.

2) Within the framework of its competences and on the basis of the capacity management policy of educational programs, the University, in accordance with the present Agreement, shall be obliged to organize the educational process putting in labor resources, professional expertise, skills, abilities, educational programs and other necessary means.

3) Based on the present Agreement, the University shall send its students to the Clinical Database and shall monitor the organization of the educational process which shall comply with the educational criteria, programs and timetable set by the University.

4) At the end of each academic year the Department shall submit the University a report on the organization of the educational process, on quality assurance and improvement in education, as well as on final outcomes. The University shall make a conclusion on the report (or shall make a position) which at the end of the Agreement can be substantial for either concluding or not concluding a new agreement with the Clinical Database.

5) The University shall not be responsible for the expenses of the equipment, other logistic means and property of the Clinical Database.

## ***4. Lecturers of the University Department***

1) Within the framework of the present Agreement, the University, represented by its Lecturers, is chiefly responsible for the educational process.

2) The employee/employees of the Clinical Database can be jointly involved as a Lecturer at the University Department or as a Visiting Professor based on the Employment Contract. The one, who is not considered to be a physician (specialist) of the Clinical Database, cannot be engaged in the educational process implemented within the present Agreement, unless an agreement regarding an exception is concluded between the Parties.

3. The University Lecturer:

- a. Shall be obliged to fully perform educational-scientific activities planned and assigned to him/her by the educational program of the University;
- b. Shall be remunerated by the University for teaching;
- c. Shall be obliged to obey the internal disciplinary rules of the University and the Clinical Database as much as the rules are related to the present Agreement and the concluded Employment Contract;
- d. Shall bear material responsibility for the property attached and used by the University and the Clinical Database within the present Agreement.

4) In case of assignments given by the University, the Lecturer, conditioned by the present Agreement, shall be competent and obliged to hold private classes also at the University and University clinics.

5) In terms of educational-methodical issues, the Lecturer shall obey the head of the Department and as a physician (specialist) shall obey the responsible person of the Clinical Database.

## ***5. Competences and Obligations of the Clinical Database***

- 1) Based on its competences, legislation and other legal acts, the Clinical Database shall be obliged to:
  - a. To permit and contribute the Lecturer/Lecturers to teach in the Clinical Database within the framework of the present Agreement;
  - b. To contribute to the organization of the educational process of University students by permitting University Lecturers to use previously agreed equipment, auditoriums, other logistic means and property of the Clinical Database for the purpose of educational activities;
  - c. To permit students sent by the University to participate in the educational process organized in the Clinical Database by the Department, as well as in discussions on medical issues, with the exception of cases when the presence of the Student may disturb and (or) obstruct the regular course of the Clinical Database;
  - d. To permit students sent by the University to participate in ward rounds, as per educational needs, to allow them to participate in patients' surgeries, in the process of other medical interventions and events provided by the educational program, which shall be carried out under the control of senior paramedics, with the exception of cases when the presence of the Student may disturb and (or) obstruct the regular course of the given medical intervention.

2) Based on a separate contract or a legal act, the Clinical Database can allow students to carry out non-independent professional activities (as a Physician Assistant or a Specialist Assistant) along with the educational process either on a paid or on a voluntary basis (unpaid).

3) Upon concluding the present Agreement, the Clinical Database shall be obliged not to conclude with another educational institution a parallel agreement similar to the subject of the present Agreement, unless an agreement on making an exception is concluded between the Parties.

4) During the term of present Agreement the University shall authorize the Clinical Database to use its emblem only within the collaborative framework of the Parties.

## ***6. Rights and Obligations of the Student***

1) The University students, who are sent to the Clinical Database within the framework of the present Agreement, shall be entitled to study in accordance with the educational criteria of the University based on the clinical (medical) practice (experience) applied in the Clinical Database.

2) The University students, who are sent to the Clinical Database within the framework of the present Agreement, shall be entitled to participate in ward rounds, as per educational needs, in patients' surgeries and in the process of other medical interventions and events provided by the educational program under the supervision of a senior paramedic.

3) The University students, who are sent to the Clinical Database within the framework of the present Agreement, shall be obliged to maintain confidentiality of the relevant medical and other secret information (known to him/her) of the RA Law.

4) The duty of notifying students about their rights and obligations defined in the present Clause is the responsibility of the relevant division of the University.

## ***7. Responsibilities of the Parties***

1. The Parties shall bear responsibility for not or improperly implementing the conditions of the present Agreement in accordance with the procedure defined by the present Agreement and the RA Law.

2. The Clinical Database shall be responsible for the safe maintenance of its area and property, including the property belonging to the University Department.

3. During the educational process in case of property damage of the Clinical Database, the Department employee shall compensate for the damage both as a University Lecturer and as a physician (specialist) of the Clinical Database with equal shares.

4. The Parties shall be fully exempt from the responsibilities, if the non-fulfilment of obligations shall be connected with cases of insurmountable force (force majeure).

### ***8. Term and Termination Procedure of the Agreement***

1. The present Agreement shall be open-ended. Either Party may terminate the present Agreement any time by notifying the other Party 2 months in advance.

2. The termination of the present Agreement may result in the termination of the Employment Contracts of Lecturers of the University Department who are employees of the Clinical Database on the basis of the amendments of the conditions of work organization, in accordance with the procedure established by the Labor Code.

### ***9. General Provisions***

1) Within the framework of the present Agreement, there shall be no financial obligation between the Parties.

2) The Parties shall accept the present Agreement as a main and general agreement which can be pursued by other contracts, agreements, working protocols arisen under the present Agreement, unless they contradict the present Agreement. Upon concluding the present Agreement, all the agreements and contracts previously signed by the Parties shall be considered invalid, provided they concern the subject of the present Agreement.

3) Disputes arisen under the present Agreement shall be resolved through negotiations. If the Parties do not reach agreement, the disputes shall be resolved judicially in accordance with the RA Law.

4) Any amendment and supplementation in the present Agreement shall be valid, provided they are in the written form and signed by the Parties.

5) The present Agreement shall be executed in two Armenian copies each of which having the same legal effect. Each Party shall hold one copy of the Agreement.

### **ADDRESSES AND SIGNATURES OF THE PARTIES**

**YEREVAN STATE MEDICAL UNIVERSITY  
AFTER MKHITAR HERATSI**

\_\_\_\_\_  
*(name of the Organization )*

**Rector: Armen Abgar Muradyan**

\_\_\_\_\_  
*(stamp and signature)*

\_\_\_\_\_  
*(full-name of the Head)*

2 Koryun st., 0025, Yerevan, Armenia  
TIN: 01503448

\_\_\_\_\_  
*(stamp and signature)*

Address: \_\_\_\_\_

TIN: \_\_\_\_\_

*Note:*

YSMU Vice-Rector \_\_\_\_\_

Law Department \_\_\_\_\_

