

FRAMEWORK AGREEMENT OF EDUCATIONAL COOPERATION FOR ACADEMIC WORK PLACEMENTS BETWEEN THE FUNDACIÓ UNIVERSITAT DE GIRONA: INNOVACIÓ I FORMACIÓ AND THE PLACEMENT

Girona, a date of electronic sign.

BY AND BETWEEN

And Mr/Ms, Managing Director/a of the University of Girona Foundation: Innovation and Training (FUdGIF), with address at Carrer Pic de Peguera, 11, Postcode 17003, and with Tax ID number G17318080, on behalf of this body, by virtue of the agreement of the Board of Trustees of the FUdGIF, of 18 December 2002, on the delegation of signature authority

Mr/Ms legal representative position of with Tax ID number and with address at postcode.....; acting on behalf of this organisation.

The parties mutually acknowledge their legal capacity to enter into this agreement, and

DECLARE THAT

I. The FUdGIF offers a number of university disciplines in which the study programme provides students with the possibility of doing a work placement in an institution or entity, either curricular or extracurricular.

II. External work placements undertaken by FUdGIF students are governed by the regulations for external work placements in FUdGIF study courses, in compliance with the Directorate General resolution dated 06/10/2016, defining curricular and extracurricular activities. This resolution includes the Royal Decree 592/2014 of 11th July, regulating official university studies. The Statute of the university student, approved by Royal Decree 1791/2010 of 30th December, is also applicable as well as all existing applicable regulations.

III. Both parties, with the aim of developing the relationship between academia and the realities of the professional world, want to collaborate in the field of theoretical and practical education; and for this reason, agree that the best way to bring about mutual cooperation is to formalise an academic collaboration agreement. The aim is for the students to develop the practical application of the knowledge acquired in their studies at the FUdGIF and, therefore, the interested parties recognise the mutual capacity to create a partnership to that effect and agree to enact this collaboration agreement with the following:

CLAUSES

1. Aim of the collaboration agreement and commitment of the signatory parties

The aim of this agreement is to establish the terms of collaboration governing the signatory parties during the period of curricular and extracurricular work placements (from hereon, work placements) for the students enrolled in FUdGIF courses of study which coincide with the activities of the collaborating entity. The collaboration betweenand the FUdGIF is subject to the needs and availability of the collaborating entity placement provider.

2. Work placement conditions

2.1. General conditions

2.1.1. The rights and duties of the student are established in article 9 of the Royal Decree 592/2014 of 11th July.

2.1.2. During the placement period, the students will be assigned tasks appropriate to the professional ambit of activity with the aim of completing the theoretical and practical learning acquired during their course of study and of acquiring professional and research experience. They will also obtain skills and expertise equivalent to the university studies in which they are enrolled.

2.1.3. The students will work under the supervision of two tutors during the placement period: one from the placement provider, assigned to guide and supervise the work done during the placement; and a tutor from the FUDGIF who will be assigned to coordinate with the placement tutor to monitor the placement, support the student when elaborating the placement report, and oversee the evaluation process.

2.1.4. The students will be subject to the timetable and conditions established by the placement provider. The timetable must guarantee compatibility with the student's class schedule and the flexibility necessary to complement the obligations of the academic activity.

2.1.5. In the case of repeated lateness, absences or inappropriate behaviour by the student, or disruption of the placement provider's normal activity, the provider may immediately suspend the placement on a provisional basis; informing the FUDGIF of this decision.

2.1.6. At the end of the placement, the student must elaborate a placement report for the academic tutor. The report must include, inter alia, the provisions included in article 14 of the Royal Decree 592/2014, as well as those determined by the placement's internal guidelines.

2.1.7. The final evaluation will be made by the academic tutor, following the established evaluation criteria.

2.1.8. Under no circumstances does the undertaking of a work placement imply the existence of an employment relationship between the student and the placement provider. In the case of a student, once the placement period has finished, joining the payroll, then the period of the work placement will not be considered as service, nor will the student be exempt from working the trial period.

In the case of government agencies, public-law entities or other public sector bodies, the undertaking of a work placement will not be taken into consideration for access into public service, counted as service or recognised as previous service.

2.1.9. The placement provider must register the student with the Social Security system whenever a monetary compensation, of whatever form, is paid, as established in the Royal Decree 1493/2011 of 24th October, governing the terms and conditions of inclusion in the General Social Security Scheme for persons in work placements.

2.1.10. The placement provider must inform the students in the placement of the regulations governing safety and risk prevention in the workplace. The provider must also have the appropriate means to facilitate access to the workplace for students with disabilities and be able to reconcile workplace activities with the personal circumstances resulting from that disability.

2.1.11. In accordance with the measures established by the Government of Catalonia and the Government of Spain, and in accordance with the instructions of its own occupational health and safety service, the collaborating entity will adopt the necessary actions and measures for the prevention and containment of the COVID-19 virus in the facilities where the practicum is carried out. In this respect, the entity must provide the student carrying out the practicum with the necessary personal protection equipment to ensure their safety, and will adopt the suitable measures to ensure that the practicum tasks can be completed in total safety. The said measures must adapt to the evolution of the pandemic and at all times must be in line with the instructions and guidelines issued by the health authorities with the goal of safeguarding public health.

Furthermore, the collaborating entity will inform both tutors (academic and external) of the adopted measures. The FUDGIF reserves the right to request a report on the implementation and evolution of the said measures.

2.2. Special conditions

Each time a placement provider takes on a FUDGIF student, they will sign a complementary document with the points contained in Annex 1.

3. FUDGIF academic tutor

The FUDGIF will appoint a teacher affiliated to the corresponding study programme and placement to assume the function of academic tutor. The academic tutor will have all the rights and responsibilities as established in article 12 of the Royal Decree 592/2014 of 11th July.

4. The placement provider tutor

The placement provider will appoint a professional as tutor. The placement provider tutor will have all the rights and responsibilities as established in article 12 of the Royal Decree 592/2014 of 11th July.

5. Insurance

5.1. All FUDGIF students in the national work placements object of this agreement will be covered by the FUDGIF accident insurance. Persons not covered by the FUDGIF insurance must take out adequate private insurance to cover relevant eventualities, which must be in effect at the start of the placement. The FUDGIF collective liability insurance covers students for any liability which may occur during a work placement.

5.2. Students with international work placements must take out adequate travel insurance to cover travel assistance, accidents, medical assistance and civil liability.

5.3. If the placement provider requires another type of insurance, this will be the responsibility of the student and included in the supplementary document laid down in article three of this agreement.

6. Financing

This agreement does not entail any obligation of financing or monetary compensation from either party.

7. Intellectual and industrial property

7.1. The student, as author, owns any intellectual property rights which may arise as a result of their work or placement project. The placement provider may not use or exploit the student's work without their express agreement. This includes reproduction, distribution, public communication or modification of the work.

7.2. If the work placement results in new products or work, and the knowledge acquired during the work placement or the use of means provided by the placement provider, was fundamental, then the intellectual or industrial property rights will be shared between the student and the placement provider. In the event that this new product or work is to be exploited, the student and the placement provider must draw up an agreement, in a separate document, stating the conditions to do so.

8. Personal data protection

8.1. Both parties agree to maintain the information, data and documentation resulting from this agreement strictly confidential and not to use it outside of the terms of this agreement.

8.2. Both parties agree that the personal data contained in the present agreement will be used to complement the reciprocal relationship between said parties. Both parties expressly agree to

ensure compliance with the EU Regulation 2016/679 of 27th April on the protection of individuals when handling personal data, and with relevant state regulations and development. Both parties will therefore adopt the regulatory security measures and will not use the data to which they have access for other purposes without the express consent of the interested or affected person.

8.3. In compliance with the aims of this agreement, the FUDGIF will inform the student that their personal data has been communicated to the placement provider, in compliance with a relationship previously accepted by the student.

8.4. Apart from the general provisions made in this clause, the specific agreement must include the regulatory information relevant to personal data handling which must be made known to and accepted by the student.

9. Contract period

9.1. This collaboration agreement will come into effect at the start of the 2022-2023 academic year and will be in effect during academic years. It will be extended successively to each academic year for a maximum of four years, unless notice of termination is given. If one of the parties wants to terminate the agreement, they must give three months' notice.

9.2. The extensions stated in the previous paragraph cannot exceed a maximum of eight years as regulated by the legal framework for the public sector.

9.3. Even if the parties give notice of termination, any placements started prior to the agreed end date must be allowed to finalise.

10. Grounds for termination

Grounds for the termination of this educational cooperation agreement are:

- a) The contract period expires and one party wants to terminate, with a minimum of 3 months' notice.
- b) By mutual written agreement of both signatories.
- c) The unexpected legal or material impossibility of achieving the aims of the agreement.
- d) The termination of the academic relationship between the student and the FUDGIF.
- e) By either party notifying the termination of the agreement prematurely, with fifteen days' notice.
- f) The non-compliance of either of the parties with the obligations stated in the agreement.
- g) General causes stipulated by current legislation.

11. Contractual good faith

The signatory parties must comply with and execute this agreement abiding by the principal of contractual good faith in order to accomplish the aims proposed above. Thus, the parties will cooperate in all necessary matters and will abstain from acts that may unjustly harm the interests of the other party.

12. Legal framework and resolution of conflicts

Should any dispute arise from the application, interpretation or execution of this agreement or of Annex 1, it must be resolved by the mutual agreement of both parties. If this is not possible, the parties will waive their jurisdiction and submit to the relevant courts and tribunals of the city of Girona.

In witness whereof, the parties sign this agreement, in duplicate and for a single purpose, in the place and date stated at the top of this document.

Fundació Universitat de Girona: Innovació i Formació

«Corporate_Name»

Irene Compte Lobera

«Legal_representative_name_and_surnames»

ADDENDUM 1: EXTERNAL ACADEMIC WORK PLACEMENTS BETWEEN FUDGIF STUDENTS AND

1. Fundació Universitat de Girona Information

Name of the study center

Name of tutor

Tutor's email address

2. Placement Provider Information

Name of entity or institution

Location of work placement

Name of tutor

Tutor's email address

3. Student Information

Name and surname(s)

Identification document (DNI, NIE, Passport)

Address

Contact email address

4. Academic information

Code of course

Name of course

Type of placement (curricular or extracurricular)

Start date

End date

Total number of placement hours

Timetable¹

Paid internships

Total gross amount in euros²

Social security number (if applicable)

Aim, content, and skills of training project:

¹ Taking into account that the student is entitled to the corresponding permission

² *The amount will be subject to the corresponding withholding of personal income tax in accordance with Royal Decree 0439/2007, of 30 March, to the provisions of Royal Decree 1493/2011, of 24 October, regulating the conditions for inclusion in the General Social Security System for people who participate in training programmes and at their disposal additional twenty-fifth of Royal Decree 8/2014, of 4 July, approving urgent measures for growth, competitiveness and efficiency.

5. Observations

This training project is verified and signed by those responsible for the student internships of each signatory part of the educational cooperation agreement.

Those responsible for the internship, in addition to the contents of this training project, can add others after an agreement between both parties. The modifications will be formalized in an addendum.

6. Data protection

The personal data that appear in this document are transferred to the collaborating entity for the relevant communications between the parts.

The person responsible for the data processing contained in this form is the Fundació Universitat de Girona: Innovació i formació (FUdGIF). The objective is to formalize cooperative education agreements. The persons to whom the data correspond can exercise their rights of access, rectification, deletion, opposition to the treatment and request for limitation address to the FUdGIF. You can search the additional information of data protection in: <https://www.fundacioudg.org/ca/p/proteccio-de-dades.html>

7. Confidentiality

The student declares that he undertakes to maintain the confidentiality of all the information to which he has access as a result of his collaboration, as well as not revealing, disseminating or transferring the information referred to third parties, and comply with the rest of the obligations that correspond to it, in accordance with current legislation on data protection.

8. Internationals internships and coverage

All FUdGIF students in the national work placements object of this agreement will be covered by the FUdGIF accident insurance. Persons not covered by the FUdGIF insurance must take out adequate private insurance to cover relevant eventualities, which must be in effect at the start of the placement. The FUdGIF collective liability insurance covers students for any liability which may occur during a work placement.

You can consult the additional information in: <https://www.fundacioudg.org/ca/p/asseguranca.html>

Students with international work placements must take out adequate travel insurance to cover travel assistance, accidents, medical assistance, and civil liability.

If the placement provider requires another type of insurance, this will be the responsibility of the student and included in the supplementary document laid down in article three of this agreement. The student reveal that knows and responsible the risk in the case of carrying out external internships in a country other than that recommended by the relevant authorities.

You can consult the additional information in: <https://www.exteriores.gob.es/es/ServiciosAlCiudadano/Paginas/Recomendaciones-de-viaje.aspx>

9. Rights and obligations

The student revealed that know and accept the rights and obligations of RD 592/2014, the rules of FUdGIF and other regulations applicable. The student know that the practice doesn't constitute a Laboral relationship with the institution.

Rights:

- To be tutored during the work placement period by a lecturer of the FUDGIF and by a professional of the partner organisation.
- To be covered by an insurance policy throughout the work placement period.
- To receive, in cases where applicable, a monetary contribution from the partner organisation, payable as agreed by the two parties.
- To receive the work placement documentation sufficiently in advance.
- To receive information from the partner organisation on its occupational health and safety regulations.
- To attend assessment tests and other obligatory activities related to his/her studies, providing the partner organisation with sufficient notice.
- To receive a report from the partner organisation where the work placement has been carried out listing the completed activity, its duration and, if applicable, the student's performance.
- Intellectual and industrial property rights deriving from the completion of the work placement, under the terms of the legislation governing this matter.
- In the case of disabled students, to be provided with the necessary resources to ensure equal access to tutoring, information, assessment and work placement activities.
- In the case of disabled students, to have special arrangements in place to ensure the compatibility of the work placement with personal circumstances derived from or related to the disability.
- Any other rights listed in the rules and regulations of the FUDGIF.

Obligations:

- To know and complete the scheduled training programme in accordance with the instructions of the tutor of the partner organisation, under the supervision of the tutor of the FUDGIF.
- To comply with the regulations in force concerning external academic work placements of the FUDGIF.
- To maintain contact with the academic tutor throughout the work placement period, notifying him/her of any incident that may arise during the placement period.
- Provide the FUDGIF with all the documents and reports that it requests for monitoring and assessment purposes, depending on the type of work placement.
- To begin the placement with the partner organisation on the agreed date.
- To comply with and respect the functioning and policies of the partner organisation.
- To carry out the training project and diligently complete the activities agreed on with the partner organisation, in accordance with the established terms of collaboration.
- To treat with absolute confidentiality the internal information of the partner organisation and not use any of the data obtained during the work placement without the express authorisation of the partner organisation and that of the FUDGIF.
- To show, at all times, a respectful attitude towards the policies of the partner organisation, upholding the good name of the FUDGIF.
- In compliance with the Royal Decree 26/2015, of 28th July, modifying the systems for the protection of minors; the person, in this case, the student who will have contact with minors, must provide a clean (negative) Certificate of Sexual Offences issued by the Ministry of Justice. Without this certificate, the student will not be allowed to start the placement. The date of issue of the aforementioned certificate must be within the previous year. Or, the student will declare that they are aware of the above law, that they have not committed or been convicted of, any offences of a sexual nature and sign this document to that effect. It is the responsibility of the placement provider to check that the student holds this certificate before the placement starts. In the case of the student not being able to provide a copy of this certificate, the placement provider will not allow this person to proceed with the placement.
- In the case of international work placements, the student should recognise that, independently of the level of risk of the placement country, the quality of public services, of medical care and the benefits provided by insurance companies, levels of data protection may not be at the same level and standard of Spanish ones.

The student will be entitled to leave for the following circumstances:

- a. For exams, whether mid-term or final. The student is granted leave for the entire day on which the exam takes place.

- b. For tutorials. The student is granted the leave necessary to attend the tutorial.
- c. For the presentation of academic assignments. The student is granted the leave necessary for the presentation of academic assignments.
- d. For medical appointments. The student is granted the leave necessary to attend the medical appointment.
- e. For other circumstances agreed jointly by the partner organisation and the FUDGIF.

The student must inform to the institution with enough time the absence. This absence should justify with documents.

The validity date of this document will be the one that appears in the last electronic signature.

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| Fundació Universitat de Girona: Innovació I Formació | Company Name | Student |
|---|--------------|---------|

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|-------------------|--------------------------------------|-------------|---|------------|--------------------------|
| FUDGIF surname | Tutor Student Tutor in the FUDGIF | Name and | Agreement Company and surname Student Tutor in the organisation | Tutor Name | Student Name and surname |
|-------------------|--------------------------------------|-------------|---|------------|--------------------------|