



AGREEMENT BETWEEN

THE UNIVERSITY MIGUEL HERNÁNDEZ OF
ELCHE
&
\$NAME_ENTITY

C-_____

TO ESTABLISH THE PARTICIPATION OF BOTH PARTIES WITH REGARD TO
EDUCATION-EMPLOYMENT THROUGH EDUCATION COOPERATION
PROGRAMMES

F-5/12-2019/XX-CL



In Elche, on ____

BY AND BETWEEN

ON THE ONE PART, the University Miguel Hernández of Elche (hereinafter UMH), with Tax ID Number (NIF) Q-5350015-C, and address at Avda. de la Universidad S/N, CP 03202 in Elche, and in its name and representation, Mr. José Juan López Espín, Vice Rector of Students and Coordination, acting by delegation of the legal representative of the University, the Rector, by reason of the Resolution of his appointment as Vice Rector, RR 1080/2019, dated 3 June, and the delegation of attributions granted by RR 1145/2019, on the 4 June (DOGV no. 8569, of 13/06/2019).

AND ON THE OTHER PART \$name entity, with Tax ID Number (NIF) \$NIF_ENT, with address \$Address_ent, Postal Code (CP) \$CP_ENT \$Town_ENT (\$PROV_ENT), and in his name and representation \$APE1_REP \$APE2_REP, \$NOM_REP, in his status as \$Office_rep,

Both parties acknowledging one another's sufficient legal standing and power, now therefore they complete the present document in the name of the respective entities and to that effect,

RECITALS

-Whereas in consideration of the University's special interest in implementing actions in questions of employment-education foreseen in articles 1, 2 d) and 116.3 of its Statutes, regulated in Decree 208/2004, of 8 October, of the Consell de la Generalitat, whereby the Statutes of the University Miguel Hernández of Elche are approved (DOGV no.4861, of 13.10.2004), drafted in accordance with Decree 105/2012, of 29 June, of the Consell, whereby the modification is approved in the Statutes of the University Miguel Hernández of Elche (DOGV no. 6808).

-Whereas the external academic practices of university students are regulated by Royal Decree 592/2014, of 11 July, which regulate external academic practices of university students, without prejudice of the regulations that substitute and/or complement this.

-Whereas in consideration of the mutual interest of both institutions for the implementation of an education cooperation programme which permits external academic practices to be carried out.

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Now therefore they agree to establish the present **Agreement** and with the following

CONDITIONS

1. PURPOSE

An Education Cooperation Agreement (hereinafter, the Agreement) is established between the University Miguel Hernández of Elche (hereinafter, UMH) and \$NOMBRE_ENTIDAD (hereinafter, Entity) for the implementation of external academic practices of the students of the UMH, for the purpose of permitting them to apply and complement the skills acquired in their academic training, favouring the acquisition of competencies that will prepare them to exercise professional activities, facilitate their employability and foster their entrepreneurship.

2. CONDITIONS AND OBLIGATIONS

- a) The UMH, the Entity and the student undertake to comply with the rights and obligations that correspond to them in terms of the valid rules that regulate the education cooperation programmes for university students and rules arising from these which substitute or complement them, as well as the specific agreements that are reflected in the different training programmes included as an annex to this agreement.
- b) The external academic practices which pursuant to this agreement are implemented will contribute to the following ends:
 - a. Contribute in the comprehensive training of students complementing their theoretical and practical learning.
 - b. Facilitate the knowledge of the work methodology adapted to the professional reality in which the students will have to work, comparing and applying the acquired skills.
 - c. Favour the implementation of technical, methodological, personal and participative competencies.
 - d. Obtain a practical experience which facilitates their insertion in the labour market and improves their future employability.
 - e. Favour the values of innovation, creativity and entrepreneurship.

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- c) The training practice modalities which the University students perform under this agreement may, in all events, be curricular practices or extra-curricular practices.
- d) Previous to the university students performing practices at the entity, a document will be completed attached to this agreement which will contain the information about the participant students, as well as the training project to be implemented specifically mentioning the tasks and competencies to be implemented.

The training programme and other contents of the annexes that are completed under this agreement will adjust to the following:

- They will be prepared following the principles of inclusion, equal opportunities, non discrimination and universal accessibility.
- They will ensure the compatibility between the studies and activities at the Entity, guaranteeing the right to attend the assessment tests and other compulsory training activities, as well as the meetings of the University's representation bodies, upon previous notification being given sufficiently in advance and its subsequent justification.
- The training project will have the following duration:
 - In Curricular Practices: the duration foreseen in the syllabus corresponding to the participating students.
 - In Extra-Curricular Practices: this will not exceed 50% of the complete time that forms the academic year.
- The students enrolled in the project will be subject to the system and schedule that are determined in the annex hereto, under the supervision and tutorship of the Tutor of the Entity who, in coordination with the University's Academic Tutor, will supervise their training.
- The figures of academic tutor and professional tutor shall not fall upon the same person.
- The Tutor appointed by the Entity shall be a person who is entailed to that Entity, with professional experience and the necessary skills to perform an effective tutelage.
- Voluntarily, the entity may establish a study aid package for the students,

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which will be paid in the form determined by both parties (student and Entity); this contribution will be ruled by valid tax and fiscal regulations. In the obligations that may arise in questions of Social Security, the provisions set out in the valid rules and regulations will apply.

- e) The participating students will comply with the following requirements:
- Be registered in the teaching to which the basic, generic and/or specific competencies are entailed to be acquired by the student in performing the practice.
 - In the case of external curricular practices, be registered in the related subject, in accordance with the respective Syllabus.
- f) The Business University Relations Commission of the UMH coordinated by the person responsible for the Occupational Observatory, will resolve all the questions arising in the implementation of the Programme, particularly in cases of breach in its terms, in which it will fix the conditions for early termination of the practice.
- g) The Entity's participation in the Project does not imply the acquisition of more commitments than those stipulated in this Agreement and, given its training nature, in no event will specific obligations of a labour contract be derived, nor will its contents give rise to substituting the labour benefits of the work posts. Both the Entity, upon completing this agreement, and the students, upon signing the annex, specifically waive any link or labour relation being established whilst the agreement is in force for the parties.
- h) During the effectiveness of this agreement, the student who takes part in the practices shall not occupy any work post in the Entity, not even temporarily, unless this circumstance is set out in the annex and is specifically authorised by the University.
- i) If so provided in the Rules on Execution and Functioning of the Budget and its annexes of the UMH for the respective year, the Entity will pay the University an amount which will be specified in each annex, calculated by the student and month, by reason of management expenses, and may be subsidised in those cases which these determine. These management expenses include the administrative expenses and cost of the Public Liability and accident insurance. In the event that the amount of the management expenses is

applicable, it will be expressly indicated in each student's Project, as well as the manner in which the economic charge is paid, if any.

- j) At the end of the Project, the student will have the right to be issued a report in which the activity implemented is specifically described, its duration and in which the following aspects will be assessed, relating, if applicable, to the generic competencies as well as the specific ones foreseen in the respective training project. For its part, the Entity's tutor may ask the UMH to issue a certificate of the tutorship performed.
- k) If at the end of the studies, the student joins the Entity's workforce, the time the student has been in practices will not count for the purpose of seniority, nor will it excuse the student from complying with the trial period. Nor may it be considered merit to access the public service, or be counted for the purpose of seniority or recognition of previous services.
- l) In the event of an accident that could affect the student when performing the practices, this will be covered by the student's school insurance and by an additional policy which the UMH will contract to that effect. In addition, the UMH will contract a policy to cover the public liability which may be derived against third parties by reason of performing those practices.
- m) The Entity will provide the student suitable training and information, as well as the necessary protection means and devices with regard to occupational risk prevention. In addition, if the practices are performed by students who have disabilities, they will be provided the necessary technological, material and human resources to ensure they have equal opportunities in performing those practices. Without prejudice of the support measures which the UMH may directly provide or through collaborator entities to achieve effective equal opportunities.

3. DATA PROTECTION

Both parties undertake to comply with the provisions and obligations contained in the EU Regulation 2016/679, of the European Parliament and Council, of 27 April 2016, concerning the protection of natural persons with regard to the processing of personal data and the free circulation of that data, and Organic Law 3/2018, of 5 December, on Personal Data Protection and guarantee of digital rights.



In addition, they mutually inform one another that, with regard to the processing of the data of the parties who complete the agreement, they will process the data respectively as Persons Responsible for the Processing for the purposes that are described and defined in this agreement. The legal basis is the enforcement of this agreement. With regard to the term for preserving the data, it will be kept for as long as and for the time that is needed in which responsibilities may arise as consequence of the processing. The data shall not be assigned to third parties, except when there is a legal requirement.

The parties that complete the agreement may exercise their rights of access, rectification, objection, suppression, portability and limitation of the processing, by sending a letter to the respective address set out in the heading of this Agreement. The parties that complete this agreement have the right to submit a claim at the Spanish Data Protection Agency. (www.aepd.es).

Given the purpose of the agreement, the data of the students are assigned between the parties.

With regard to the foregoing, the sufficient guarantees should be established between both organisations in order to implement suitable technical and organisational policies, as well as to protect the rights of the persons concerned, for which, both parties shall adhere to the following:

1. Obligations and rights:

a. The UMH guarantees:

- That it will inform the students about the purpose of the assignment: job management, business practices and training for the job, as well as for performing surveys, studies, etc.

b. The ENTITY guarantees:

- That it has obtained the respective unambiguous consent from each of the holders of the personal data, in order to be able to communicate the data to the UMH, to carry out the correct implementation of any of the lines of action described in the purpose of the agreement, and has informed them, in an easily understanding manner, about each and every one of the circumstances listed in article 13 of the Data Process General Regulation (DPGR).

- That the students in business practise will complete a confidentiality commitment in which

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they undertake to comply with all the provisions concerning the policy of the entity where the practice is performed.

c. The ENTITY and the UMH guarantee:

That the personnel who are authorised to perform the processing will undertake to respect the confidentiality of the data or be subject to a legal obligation of confidentiality of a statutory nature.

They declare that they are up to date regarding the obligations arising from the data protection regulations as Persons Responsible for the Processing, *inter alia*, to perform the Record of processing activities, risk analysis and implementation of the safety measures that guarantee the confidentiality, availability, integrity and resilience of that data, that avoid its alteration, loss, unauthorised access or processing, in accordance with the said Regulation.

Both parties will communicate the requests they have received regarding the rights to rectify and suppress data and on limitation or objection to the processing of the persons concerned in a term of not more than five days, in order to assist and jointly proceed to reply to these.

UMH e-mail: dpd@umh.es

ENTITY e-mail: xxxxx

2.- Both parties, as parties responsible for the processing, will independently respond for any damages and harm caused to the persons concerned or to third parties, including administrative penalties that arise from judicial or extra-judicial claims or from penalising proceedings of the respective control authority that are the consequence of failing to observe the responsibilities assumed by it under this agreement.

3.- Term of preservation: At the end of the effectiveness of this agreement, both parties will proceed to comply with the respective terms of preservation established by Law, blocking the data, if applicable, and limiting their processing, when responsibilities could derive from this.

4. TRANSPARENCY

In accordance with the provisions set out in Law 19/2013, of 9 December on Transparency, Access to Public Information and Good Governance, and also the Law of the Generalitat 2/2015, of 2 April, on Transparency, Good Governance and Citizenry Participation of the

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Comunitat Valenciana and for a suitable compliance of the requirements of publicity activity, with regard to publication of agreements, this agreement will be object of publication on the transparency portal of the UMH: <http://transparencia.umh.es>.

5. EFFECTIVENESS AND TERMINATION

This agreement will be effective, without exceeding the term of 4 years, from the \$date_start_effectiveness until dd.mm of XXXX. At any time however before the end of the above term, the parties may unanimously agree to extend it for up to 4 additional years to the above term of effectiveness.

The following will be reasons for termination of this agreement:

- a) The lapsing of the term of effectiveness of the agreement without any agreement to extend it.
- b) The unanimous agreement of the parties that sign it.
- c) Breach in the obligations and commitments assumed by any of the parties that sign it.
- d) By court decision declaring the nullity of the agreement.

The possibility of early termination of this agreement, with one month advance notice, is established at the initiative of either of the parties. In all events, the parties undertake to finish all the curricular academic practices they have started.

6. MODIFICATION

This agreement constitutes the specific declaration of the wishes of the parties with regard to its purpose and contents. Any modification in it shall be made in writing and be signed by both parties.

Any modification in this agreement shall be included in the form of an addendum or by means of completing a new agreement, consented between both entities, determining the circumstances of the modification and agreements reached between the parties.

7. MONITORING

For the purpose set out in paragraph f) of article 49 of Law 40/15, of 1 October, on Legal System of the Public Sector, in which it establishes the mechanism for the monitoring, supervision and control of the execution of the agreement and of the commitments acquired by the parties

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hereto, it is agreed that these duties will fall to the Business University Relations Commission, coordinated by the Occupational Observatory. The duties of this commission will be to resolve the problems of interpretation and compliance that may arise with regard to this agreement. Following its discussions and agreements, the Commission will process the hearing of the parties concerned, so they may defend their interests.

8. JURISDICTION AND RESOLUTION OF DISPUTES

Both the University and the collaborator entity undertake to amicably resolve any disagreement that may arise in the implementation of this collaboration agreement.

In the event of dispute for disagreements over the interpretation or execution of this agreement, both parties agree to submit to the specifically applicable procedural regulation.

For the Entity \$Name_entity
The \$OFFICE_SIGNATURE

For the University Miguel Hernández of Elche
The Vice Rector of Students and Coordination

Signed: Name and Surnames

Signed: José Juan López Espín
(By Delegation RR 1145/2019, of 4 June)

This Agreement follows the standard model favourably informed by the Legal Service of the University Miguel Hernández of Elche on 31 July 2019 and approved by the General Secretariat of the University Miguel Hernández of Elche on 15 January 2020.

Don Juan Amor Fernández, Traductor-Intérprete Jurado de inglés, nombrado por el Ministerio de Asuntos Exteriores, Unión Europea y Cooperación, certifica que la que antecede es traducción fiel y completa al inglés de un documento redactado en español.

I the undersigned Juan Amor Fernández, sworn translator for the English Language, duly appointed by the Ministry for Foreign Affairs, European Union and Cooperation, do hereby certify that the foregoing is a true and faithful translation of the original Spanish document hereunto attached.

Águilas (Murcia) Spain, 3rd February 2020