

EDUCATIONAL COOPERATION AGREEMENT ON THE COMPLETION OF EXTERNAL ACADEMIC WORK PLACEMENTS AT COLLABORATING ENTITIES

This agreement is made by and between:

Of the one part Núria Castell Ariño, Dean of the Facultat d'Informàtica de Barcelona acting for and on behalf of the Universitat Politècnica de Catalunya (UPC), which is the holder of tax identification number (NIF) Q0818003F, and whose registered address is at Jordi Girona, 31, 08034 Barcelona, delegated by the rector under Resolution 140/2012 of 30 January (Official Gazette of the Catalan Government No 6084 of 9 March).

And of the other part, _____, acting as the legal representative of the collaborating entity _____ which is the holder of tax identification number (NIF) _____, whose registered address is _____ whose telephone number is _____, and whose e-mail address is _____

And of the other part, _____, with national identity document N° _____, whose address is _____, whose telephone number is _____, and whose e-mail address is _____. The parties mutually acknowledge that they have sufficient legal capacity to enter into this agreement and state that, within the framework of Royal Decree 1707/2011 of 18 November (Official Gazette of the Spanish Government No 297 of 10 December), regulating external academic work placements for university students, they have signed this document and agree as follows:

1. The purpose of this agreement is to establish the framework that will govern the relationship between the student, the collaborating entity where the external academic work placement is to be completed, and the University. The student shall complete the external work placement in accordance with the training plan specified in Annex 1 of this agreement, which indicates the educational objectives and the activities that must be carried out.

2. The student participating in the placement covered by this agreement has been selected in accordance with, and meets, the requirements established in Royal Decree 1707/2011, in the UPC's regulations for external academic work placements (approved by the Governing Council on 2 May 2012), and in the specific regulations of the school where he/she is enrolled. These documents may be found at the following web page: <http://www.upc.edu/cce>

3. The total time spent on the external work placement shall be _____ hours, as provided in Article 5(2) of Royal Decree 1707/2011. The work placement shall be completed between _____ and _____. Working hours shall be between _____ and _____, and the placement shall be carried out _____.

The student shall be paid an educational grant of _____ euros per hour. Monthly payments of _____ euros, amounting to a total of _____ euros, shall be made directly to the student by the collaborating entity. In accordance with Royal Decree 439/2007 of 30 March, these payments are subject to a minimum income tax withholding rate of 2%.

The rights and obligations of the student are those laid down in Article 9 of Royal Decree 1707/2011.

The student undertakes to start work at the facilities of the collaborating entity on the agreed start date, to follow any rules set by the collaborating entity, and to maintain a good working relationship with his/her tutor in order to successfully complete the work placement. The student also agrees to treat the internal information of the collaborating entity where the work placement is carried out as strictly confidential and to observe professional secrecy with respect to the activities of the collaborating entity, both during the work placement and after it has ended.

The calendar and schedule established for the work placement shall be compatible with the student's academic, training, representative and participatory activities at the University.

The student is entitled to leave in the following cases: 1) For mid-semester and final examinations. The student is entitled to leave for the entire day on which the examination is held. 2) For tutorials. The student is entitled to leave for the minimum time required to attend the tutorial. 3) For submitting academic assignments. The student is entitled to leave for the minimum time required to submit academic assignments. 4) For activities related to representation and participation in the University's representative and governing bodies. The student is entitled leave for the minimum time required to attend meetings of such bodies and participate in related electoral processes. 5) For medical appointments. The student is entitled leave for the minimum time required to attend medical appointments.

The student shall provide the collaborating entity with sufficient advance notice of foreseeable absences and must present supporting documentation.

After completing the work placement, the student must write a final report, which shall be submitted in accordance with the procedures and timetables established by his/her school. As provided in Article 9(1) of Royal Decree 1707/2011, the student is entitled to receive from the collaborating entity where he/she completes the work placement a report specifying the activities carried out, the duration of the work placement, and an assessment of his/her performance.

The student is entitled to intellectual and industrial property rights deriving from the tasks and research carried out or the results obtained, on the terms set out in legislation governing this matter. He/she also has the right to be provided with information on occupational health and safety by the collaborating entity.

4. The collaborating entity shall pay the UPC the sum of _____ euros, equivalent to 15.70% of the total amount of the educational grant paid to the student, to fund the service and cover administrative costs. Applicable VAT shall be added to this amount. The total amount of the corresponding invoice shall be (amount with VAT) _____. If the invoice must include any reference or order number for internal use by the collaborating entity, it must be specified here: _____

5. The collaborating entity designates _____ to act as the student's tutor. The tutor's e-mail address is _____. His/her role shall be to ensure proper delivery of training and adherence to the work plan,

in accordance with the training plan.

The rights and obligations of the tutor designated by the collaborating entity shall be those laid down in Article 11 of Royal Decree 1707/2011. The tutor shall coordinate his/her activity with that of the internal tutor assigned by the University in accordance with the established procedure.

The collaborating entity undertakes to provide the student with information on the organisation and functioning of the entity and on pertinent rules and regulations, particularly those concerning occupational health and safety.

The collaborating entity expressly agrees to process the student's personal data in accordance with regulations governing the processing of personal data, and to provide the student with the information necessary to ensure that he/she is able to exercise his/her right to access or rectify his/her data, to require that it be erased, or to object to its processing.

If the tutor assigned by the University and the tutor designated by the collaborating entity agree on the need for a mid-placement report, the tutor designated by the collaborating identity shall draft this document in accordance with the procedures and timetables established by the student's school.

Pursuant to Article 13 of Royal Decree 1707/2011, when the work placement has been completed, the tutor assigned by the collaborating entity shall prepare a final report and submit it in accordance with the procedures and timetables established by the student's school.

In recognition of the contribution made by tutors assigned by the collaborating entity, the Universitat Politècnica de Catalunya shall offer them certain services and benefits, to be determined by the University, which they shall be entitled to receive on the same terms as other members of the UPC community. To this end, the Universitat Politècnica de Catalunya shall, upon request by the interested party, and in accordance with the established procedure, issue individual certificates to tutors responsible for students participating in external work placements.

The personal data of the tutor assigned by the collaborating entity shall form part of a filing system controlled by the Universitat Politècnica de Catalunya, the purpose of which is to manage the work placement covered by this agreement and monitor the progress of students. In accordance with the legislation in force on the protection of personal data, tutors may exercise their right to access or rectify their data, to require that it be erased, or to object to its processing by submitting a request to the general secretary of the Universitat Politècnica de Catalunya.

6. The Universitat Politècnica de Catalunya designates _____ to act as the student's internal tutor. The tutor's e-mail address is _____. The tutor's role is to ensure that the training plan is properly executed and carry out the assessment process for the work placement of the student he/she is responsible for, as provided in Article 15 of Royal Decree 1707/2011.

The rights and obligations of the tutor designated by the Universitat Politècnica de Catalunya shall be those laid down in Article 12 of Royal Decree 1707/2011. The internal tutor shall coordinate his/her activity with that of the tutor assigned by the collaborating entity in accordance with the established procedure.

When the work placement has been completed, the school shall issue a certificate of completion in accordance with the terms set out in Article 17 of Royal Decree 1707/2011.

7. The completion of the work placement does not imply the assumption of any obligations by the parties beyond those strictly established herein. Nor does it imply the existence of an employment relationship between the student and the collaborating entity, as laid down in Article 2(3) of Royal Decree 1707/2011.

8. The undersigned student is covered by the liability insurance policy taken out by the UPC. In accordance with Article 7(d) of Royal Decree 1707/2011, on the signing date of this agreement the student certifies that he/she is covered by a valid accident insurance policy. UPC student insurance covers these contingencies under the conditions laid down in the legal provisions which regulate them. If the student is not covered by this policy, he/she shall be obliged to take out a policy that provides the necessary coverage.

9. This agreement may be terminated at any time, at the initiative of any of the parties, provide there are justified grounds. In any event, this agreement shall terminate when the student completes his/her studies.

10. Pursuant to Organic Law 15/1999 on the Protection of Personal Data (LOPD) and its implementing provisions, the personal data to which any party has access shall not be applied or used for purposes other than those specified in this agreement, or transferred in any way to other persons or entities, even for its storage.

11. Pursuant to Supplementary Provision No 1 of Royal Decree 1707/2011, the mechanisms for inclusion in the General Social Security Scheme set out in Royal Decree 1493/2011 will not apply.

12. This agreement is concluded pursuant to the provisions of Royal Decree 1707/2011 of 18 November, regulating external academic work placements for university students, to which all of its provisions are subject.

13. Any dispute arising out of the application, interpretation or performance of this agreement shall be settled by mutual agreement between the parties. If agreement cannot be reached, the parties waive their own jurisdiction and accept that of the courts of Barcelona.

14. In order to ensure their validity, all agreements must be signed by the parties and stamped by the University and the collaborating entity.

In witness whereof, the parties have signed this document in three counterparts on the date indicated.

For the Universitat Politècnica de Catalunya
(Signature and stamp)

For the student
(Signature)

For the collaborating entity
(Signature and stamp)

Barcelona.....

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