

EDUCATIONAL COOPERATION AGREEMENT BETWEEN THE UNIVERSITAT JAUME I, THE UNIVERSITAT JAUME I-BUSINESS FOUNDATION OF THE VALENCIAN COMMUNITY M.P. AND "NAME OF THE PARTNER ORGANISATION" ON CURRICULAR EXTERNAL ACADEMIC WORK PLACEMENTS IN UJI-SPECIFIC DEGREES

Dossier:

This Agreement is made BETWEEN

The Universitat Jaume I, represented by Ms M. Carmen Pastor Verchili, Vice-Rector for Students and Healthy Living, intervening by virtue of the Resolution of the Rector dated 24 May 2022 (published in the DOGV on 27 May 2022) by which the delegation of powers to the Vice-Rectors, the General Secretary and the Chief Administrative Officer is approved,

"Name of the partner organisation", with its registered office at xxxxx, represented by Mr/ Ms xxxx,

And the Universitat Jaume I-Business Foundation of the Valencian Community M.P. (hereinafter FUE-UJI) with tax code number G-12366993, registered office in the Doctoral School and Board of Trustees' Office Building, Campus Riu Sec s/n, Castelló de la Plana, and represented by Ms Gloria Serra Isierte, acting in her capacity as Chief Administrative Officer.

The parties hereby mutually recognise one another's legal capacity to enter into this agreement and

STATE

1. The Universitat Jaume I is a centre of higher education and research that pursues the social, economic and cultural development of its community through the creation and transmission of knowledge.
2. As an institution linked to the Universitat Jaume I responsible for managing work placements, the FUE-UJI undertakes the management of curricular external academic work placements in UJI-specific degrees covered by this Agreement, in accordance with the regulations in force and within the framework of the Universitat Jaume I's management assignments to the FUE-UJI.
3. "Name of the partner organisation" undertakes the role of cooperating in the practical training of university students so as to enable them to develop their knowledge and experience, and provide them with a comprehensive education that helps them pursue their career.

4. The parties express their will to cooperate in the common task of providing a comprehensive education to Universitat Jaume I students through their active involvement in "name of the partner organisation".

NOW THEREFORE, in consideration of the foregoing, the parties hereby

AGREE AS FOLLOWS:

To subscribe to this educational cooperation Agreement, which shall be governed by the following

CLAUSES

1. This Agreement establishes the educational cooperation between the UJI, the FUE-UJI and the partner organisation, which will accept students from the University pursuing UJI-specific degree courses to carry out curricular external academic work placements.

2. In addition to the specific provisions contained herein, this Agreement is governed by:

- Royal Decree 592/2014, of 11 July, which regulates the external academic work placements of university students.
- Royal Decree 1791/2010, of 30 December, which approves the University Student Statute.
- Regulations on Universitat Jaume I external academic work placements for Universitat Jaume I students, approved by the Governing Council at its meeting 6/2019 held on 20 June 2019 and subsequently amended, and by the provisions governing the legal framework of universities.
- Royal Decree 822/2021, of 28 September, which establishes the organisation of university education and the procedure for quality assurance.
- The Regulations on UJI-Specific and Lifelong Learning Courses of the UJI (consolidated text approved by the Governing Council at its meeting no. 7/2022 held on 15 July 2022 or any legislation replacing them).
- The provisions of Royal Decree-Law 2/2023, of 16 March, on urgent measures for the extension of pensioners' rights, the reduction of the gender gap and the establishment of a new framework for the sustainability of the public pension system which, in its sole Article, amends the revised text of the General Social Security Law, approved by Royal Legislative Decree 8/2015, of 30 October, which incorporates the 52nd Additional Provision by which students who carry out internships or academic work placements that are part of a programmes of study are included in the Social Security System.

- The Protocol for Prevention, Detection and Action In Cases of Violence, Harassment and Discrimination at the UJI approved by the Governing Council at its meeting no. 2/2023 held on 28 February 2023 and subsequent amendments.

3. The UJI, the partner organisation and the FUE-UJI are not bound by any obligations or commitments other than those included in this document.

4. The nature of the relationship established between the partner organisation and the students assigned to it under this Agreement is not an employer-employee relationship, but instead an academic-administrative relationship, and it is governed by the norms stated in the second clause of this document.

Given the formative nature of the external academic work placements, under no circumstances will they give rise to the obligations of an employment contract, nor will their content give rise to the substitution of the employment service of a job.

Likewise, if a student joins the partner organisation as a member of staff after completing their studies, the period of the work placements will not count for seniority purposes and it will not exempt the former student from undergoing a trial period, unless otherwise stipulated by the applicable collective bargaining agreement.

The application procedure for the partner organisation and the process for allocating and undertaking the external curricular work placement are both laid down in Appendix I of the Regulations on External Academic Work Placements of the UJI.

5. The students' placements will be undertaken in accordance with the following provisions:

a) Total duration of the placement. The duration of the curricular work placements will be as established in the corresponding programme of study.

In any case, the total duration of work placements will be stipulated in the training project drawn up for each student and attached hereto. The continuation of the relationship between the partner organisation and the students for a longer period than that stated in the previous paragraph will give rise to a new relationship which will be different from that covered by this Agreement and outside the scope of application of the Regulations on External Academic Work Placements of the UJI.

b) Placement calendar and working hours. Work placements will take place within the academic year and during the organisation's working hours, and observing the minimum and maximum number of hours per week that may be established by the Regulations on External Academic Work Placements of the UJI. The partner organisation will facilitate attendance at meetings of collegiate, representative and participatory bodies of the university, as well as exams, assessment tests and other compulsory activities of the courses students are enrolled in. Without prejudice to this, the work placements' calendar and working hours will be specified in the training project that will be drawn up for each student and appended to the Agreement.

c) Location of the placement. The location of the placement will be specified in the training project appended to the Agreement.

d) Aim of the placement. The aim of the placement is for students to perform the activities of the organisation, which will enable them to acquire practical learning and supplement their academic education. The activities included in the placement must be of a practical nature and linked to the student's degree. The training project must therefore specify the educational objectives and the activities to be undertaken. The objectives must be established considering the basic, generic and/or specific competences that students have to acquire. Likewise, the contents of work placements must be defined in such a way that they ensure a direct relationship between the competences that students must acquire when pursuing their studies. The training project included as an appendix to the Agreement must in any event be drawn up considering the principles of inclusion, equal opportunities, non-discrimination and universal accessibility. Furthermore, efforts will be made to ensure students with disabilities have access to the work placements proposed, and to facilitate the necessary human, material and technological resources.

e) Certification by the partner company, public institution or organisation. After a student finishes the work placement, the partner organisation will issue a certificate for the activity undertaken, together with the level of accomplishment reached. The certificate must follow the model established by the University to that end and will be available on the UJI website.

6. Placements will be monitored by academic tutors (UJI lecturers), with the collaboration of work placement supervisors at the partner organisations:

a) The University will appoint a tutor, who will be responsible for drawing up the training project together with the supervisor and the students, as well as for authorising any amendments to it. The tutor will ensure that the work placement is undertaken correctly and, to that end, will work in coordination with the supervisor on its follow-up and evaluation. For the cooperative work to run smoothly, the partner organisation will grant the tutor access to the premises where the placement takes place when the visit has to do with it.

b) The partner organisation will designate one or more placement supervisors from among its qualified staff who, given their professional expertise, will contribute to teaching and will be responsible for the students' training during the placement by explaining the tasks to be performed to the students. The supervisor will supervise the student at all times. The supervisors' responsibilities include guiding and monitoring the work placement, as well as contributing to its evaluation by completing a final report where the acquisition of the competences listed in the training project will be appraised.

c) Supervisors at the partner organisation will have the following duties:

c.1 Hosting the students and organising the activities they will perform during their placement.

- c.2 Supervising their activities, guiding and ensuring the placement is carried out through a relationship based on mutual respect and commitment to learning.
- c.3 Informing students about the organisation's structure, operation and relevant regulations.
- c.4 Working in coordination with the UJI tutors for the undertaking of activities set out in the educational cooperation agreement and the training project.
- c.5 Providing supplementary training that may be needed by the students in order to undertake the placements, as well as the material resources that are essential for this purpose.
- c.6 Providing and fostering the contribution of proposals for innovation, improvement and entrepreneurship by students.
- c.7 Granting tutors access to the organisation so that they can perform their duties.
- c.8 Maintaining confidentiality as regards any information related to the partner organisation that they may ascertain from students as a consequence of their supervision activity.
- c.9 Cooperating with the FUE-UJI on all aspects related to the work placement, such as any incidents that may arise, suggestions for improvement and information on the students' progress.
- c.10 Issuing a final report on the work undertaken by students at the organisation, in accordance with the provisions set out in these regulations.
- c.11 Filling in the questionnaires provided by the FUE-UJI with the aim of evaluating the external work placements.
- d) The FUE-UJI will recognise the activity carried out by the supervisors and their contribution to making the students' training more comprehensive. If so requested, supervisors will be issued a document in recognition of their work.
- e) The name of the tutor, as well as the name and position of the work placement supervisor, will be specified in the training project to be drawn up for each student and appended to this Agreement.
7. Students must observe the duration, calendar, working hours, location and activity established in this agreement; they must carry out the tasks they are entrusted diligently; they must keep in contact with the work placement supervisor and the tutor; and they must maintain confidentiality about the tasks they undertake during their work placement and after it.
8. Stipends or study grants:
- a) If they wish to do so, the partner organisations can pay students undertaking curricular external academic work placements a stipend.

b) In this case, the training project to be signed for each work placement will detail the type, amount and form of payment of the stipend, which the partner organisation will transfer directly to the student.

c) These stipends must be subject to the provisions established by the general tax and Social Security regulations. In accordance with section 4 of the 52nd additional provision of Royal Decree Law 2/2023, of March 16, on urgent measures for the extension of pensioners' rights, the reduction of the gender gap and the establishment of a new framework for the sustainability of the public pension system, while it remains in force:

c.1) In the case of remunerated work placements, the partner organisation will be responsible for complying with Social Security obligations. Therefore, the partner organisation will be responsible for the cost and management of the work placement students' contributions to the Social Security.

c.2) In the case of non-remunerated work placements, the Universitat Jaume I will be responsible for complying with Social Security obligations in terms of both their cost and their management.

9. In accordance with the provisions of Articles 28 and 29 of Regulation (EU) 2016/679 on data protection (RGPD), the FUE-UJI is responsible for processing personal data of the UJI related to this Agreement and, in turn, will facilitate the access of the partner organisation, also as a data processor, to the personal data of students and teaching staff for the sole purpose of hosting the former to undertake work placements and under the tutoring of the teaching staff.

a) Access to these data, which will be used only for identification purposes and to facilitate contacts, is essential for the object of this Agreement.

b) The organisation in charge of processing the data undertakes to use them for the intended purpose. Consequently, they must not be applied or used for any other purposes or disclosed to third parties.

c) After students have completed their work placements at the organisation, their personal data processed in relation to their work placements must be destroyed or blocked.

d) The data will be facilitated to the partner organisation by email, in print or by electronic means. Upon their receipt, the partner organisation will be responsible for adopting the organisational and technical measures necessary to guarantee their security and prevent their alteration, loss or unauthorised access.

10. The partner organisation must respect the right of students to intellectual property under the terms established by the applicable legislation.

11. In the event that a party fails to comply with any obligations set forth in this agreement, the other party will request in writing the fulfilment of the corresponding obligations and, should this non-compliance persist, will be entitled to terminate the agreement.

12. This agreement supersedes any previous agreements signed within the framework of educational cooperation programmes for the undertaking of external academic work placements included in the programmes of study of UJI-specific degrees. This Agreement will come into force at the time of its signature and its term will be four years, which may be extended for a period of up to four additional years, in accordance with the provisions of Article 49.h of Law 40/2015, of 1 October, on the Legal Framework of the Public Sector.

The training project appended to this agreement is valid for the period agreed upon for the placement in question, and may be terminated before the due date for any of the reasons stipulated in the Regulations on External Work Placements of the UJI.

13. A committee made up of a representative of the partner organisation, a representative of the FUE-UJI and a representative of the UJI will be in charge of the monitoring, surveillance and control of the implementation of the Agreement, as well as resolving any discrepancies that may arise from its interpretation and implementation. Any disputes arising from this Agreement must be reported to and heard by the administrative courts of Castelló.

In witness whereof, the parties sign this Agreement in the place and on the date of its electronic signature, the date of the last signatory being taken as the date this document has been entered into.

M. Carmen Pastor Verchili
Vice-Rector for Research and Healthy Living
Universitat Jaume I

Representative of the organisation
Position
Partner organisation

Gloria Serra Isierte
Chief Administrative Officer
Universitat Jaume I-Business Foundation
of the Valencian Community, M.P.