

EDUCATIONAL COOPERATION AGREEMENT BETWEEN THE UNIVERSIDADE DE VIGO AND (collaborating entity, company, institution) FOR THE EXECUTION OF STUDENTS EXTERNAL ACADEMIC PLACEMENTS

THE PARTIES UNDER SIGNED:

On the one party, Manuel Joaquín Reigosa Roger, Rector of the Universidade de Vigo, appointed according to the Decree of the autonomous community of Galicia 110/2022, of June 9, published in the Diario Oficial de Galicia (Official Journal of Galicia, or DOG) no. 117, of June 20 of 2022, in accordance with the competences granted under article 20 of the Organic Law 6/2001, of December 21, on universities, and article 29 of the Articles of the Universidade de Vigo, adopted by the Decree 13/2019, of January 24, and published in the DOG no. 38, of February 22, 2019.

And on the other party

, _____, representing and acting on behalf of _____ (collaborating entity, company, institution), located in _____ and ID _____.

Both parties mutually recognise their legal capacity to sign the present agreement and

Therefore, they declare:

- 1- That the interest of both entities is to facilitate the preparation for the professional exercise of university students and their future labour insertion
- 2.- To this end, they agree to establish an educational cooperation agreement subject to the following

CLAUSES

One.- Student reception

While this agreement is in force, _____ (collaborating entity, company or institution) is willing to welcome students from the Universidade de Vigo to carry out external academic placements, without any obligation in this regard. The conditions of each placement will be included in an annex to this agreement which will include at least the data of the student, the duration, the modality and the place where the placements are carried out, as well as the training project object of the placement. If other forms of collaboration are established, they will be specified in the corresponding annex which will be signed by the person responsible for placements at the university faculty/school, the Master's degree or the academic tutor, on behalf of the Universidade de Vigo,

Two. - Relationship between the student and the institution

Given the formative character of the external academic placements to be carried out by the student at the the entity _____ (collaborating entity, company, institution), no obligations regarding a labour relation will be derived and its content will not lead to the replacement of any provisions allocated to job positions. For their part, the student will undertake to maintain professional secrecy with regard to the work covered by the placement and may not, in any case, sign reports, issue expert opinions or any such documents.

Three. Commitments

In the case of a private entity, _____ (collaborating entity, company or institution) it will not accept interns if it was involved in an employment regulation plan on the start date of the placement. In the event that the regulation is temporary or only affects some specific departments, the student can only do placements in areas not affected by the plan. In addition, if requested, the entity will provide the Universidade de Vigo, the reports that it deems appropriate in order to determine the suitability of the collaborating entity, as well as data relating to the size of its staff, as stated in the nominal employee list.

Four. Financial compensation

This agreement does not involve any expenses for the Universidade de Vigo, so no budget allocation is required. The student will be able to receive, if the entity decides so, a consideration in the form of a scholarship or study support, adjusting in any case the complementary one developed by the Universidade de Vigo.

Five. Mentoring

The Universidade de Vigo will designate an academic mentor for each intern. For its part, _____ (collaborating entity, company or institution) will also designate a person with professional experience and the necessary knowledge to carry out effective tutoring. The Universidade de Vigo, through its teaching faculties/schools or the Masters Commissions themselves, will grant this person designated by the entity the certification in which the task performed is recognised.

Six. Insurances

Students are required to have a health insurance policy that guarantees health care in the destination country where they will carry out their placement (European Health Insurance Card or private insurance). However, the benefits of the European Health Insurance Card or private insurance may not be sufficient in the event of repatriation or certain medical interventions, so the Universidade de Vigo will recommend that students take out private supplementary insurance. In any case, the Universidade de Vigo will ask students to prove the processing of the European Health Insurance Card or private insurance before their departure.

Liability insurance. The Universidade de Vigo has a civil liability policy. It is expressly stated that the territorial scope of this policy excludes the USA and Canada, as well as those countries that are sanctioned by the EU, and therefore its insurance would be an act contrary to the law or regulations applicable for this purpose.

Accident insurance. The Universidade de Vigo has a personal accident policy.

Travel assistance insurance. Students doing placements abroad must take out additional travel assistance insurance that covers at least private liability, damage to third parties, personal accidents and repatriation. The Universidade de Vigo will provide students with insurance offers, although they may subscribe to any of their choice with the minimum coverage referred to.

The company / entity will provide the Universidade de Vigo and students with information on the insurance that covers students in placements at its facilities.

Seven. Duration

Curricular placements will have the corresponding duration according to their quantification in credits in the degree verification report. The maximum duration of extracurricular external placements will be in accordance with the complementary regulations developed by the Universidade de Vigo. Except for professional placements, the total duration of placements in the same collaborating entity, whether curricular or extracurricular, may not exceed 30 ECTS credits throughout the degree, whether or not interrupted, and will be quantified for these purposes as 25 hours / credit (750 hours).

Eight. Framework regulations

In any case, the placements will be carried out in accordance with the Regulations approved for processing, managing and disseminating external academic placements and the Royal Decree regulating the external academic placements of university students. Likewise, in carrying out the placements, the rules of the health authorities in force, the preventive requirements for the protection of the student's health and the resolutions of the Rector of the Universidade de Vigo must be respected.

Nine. Decree Law on the revaluation of public pensions

In relation to the obligations set out in the fifth additional provision of Royal Decree-Law 28/2018, of 28 December, for the revaluation of public pensions and other urgent measures in social, labour and employment matters, given that regulatory development has not yet taken place for its effective implementation, both parties undertake to sign an addendum at the time such regulatory development enters into force. It sets out the obligations of the parties to comply with the regulations for the development of the aforementioned Royal Decree-Law; otherwise, the agreement will be deemed terminated.

Ten. Clause in the Cooperation Agreement between countries declared as adequate by the European Commission¹

The parties declare that they understand and agree upon the European legislation on personal data protection and commit to properly using the data obtained as a result of the development of this agreement within the framework of the provisions of EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 and of the Commission decision 2010/625/EU of 19 October 2010 (Andorra).

The parties commit to treating personal data with the exclusive purpose of performing the service.

The parties guarantee that any personal data shall not be subject to any other treatment than those provided by this agreement.

Holders may exercise, where appropriate, the rights of access, rectification, cancellation, objection, limitation and portability according to the stipulated legal terms, by means of communication to the registered office of the respective entity.

The collaborating entity shall take appropriate measures to limit the access of its employees to personal data during the term of this agreement.

Once the validity of the agreement or the association between both parties ends, all personal data must be destroyed or returned, at the discretion of the University of Vigo, in compliance with the requirements agreed or provided by law, without prejudice to the exceptions that the regulation and/or the judicial decisions may establish in relation to a minimum safekeeping of specific data. All storage medium or document containing related personal data will bear the same treatment.

Eleven. Conflict resolution

A joint monitoring committee of this agreement is created, made up of a representative of the Universidade de Vigo and a representative of the collaborating entity. This commission will solve the problems which may arise from this agreement's execution and will guarantee the normal development of the assumed commitments. Disputes arising out of the interpretation, modification, resolution and effects of this Agreement shall be resolved, in the first instance, by the Joint Committee. Disputes that may arise for the parties, and that cannot be resolved in the joint committee, will be submitted to the resolution of the contentious-administrative jurisdiction, given the administrative nature of the agreement.

¹ The countries stated as adequate by the European Commission so far are the following: Andorra, Argentina, Canada, Faroe Islands, Guernsey, Israel, isle of Man, Japan, Jersey, New Zealand, Switzerland and Uruguay.

Twelve. Validity

The present agreement shall enter into effect as of the date on which it is signed and shall continue to be effective for four years. However, before the end of that foreseen date if circumstances make it advisable, the parties may agree unanimously its extension for the period strictly necessary and always within the maximum limit of up to four additional years as it is established in the Spanish Law 40/2015 of 1st October of the legal system of the Spanish public sector.

Thirteen. Causes of resolution

These are causes for resolution:

- The expiration of the term of validity of the agreement without agreeing on its extension.
- The expiry of the maximum period of its validity, including the extension period established therein.
- The unanimous agreement of the signatories.
- Failure to comply with the obligations and commitments assumed by any of the signatories.
- By court decision declaring the agreement null and void.
- For any of the reasons included in the university regulations on external placements (the content of the agreement).

If at the time of termination any student was carrying out their placement, they will continue until the foreseen date of completion.

With the signing of this agreement, any other agreement signed by the parties for the same purpose is repealed.

In witness whereof, the parties sign present Agreement in Vigo, on the date of the last signature.

Rector of the Universidade de Vigo

Representative from the collaborating entity