

CIVIL SERVICE PROVISION CONTRACT

GATHERED

On one hand, Mr. Joan Marti Bonmatí, as General Director of the **Fundació Universitat de Girona: Innovació i Formació** (hereinafter, **FUdGIF**) with Tax Identification Number (NIF) G17318080, and registered office in Girona, at the Parc de Recerca i Innovació de la Universitat de Girona (Giroemprèn Building) located at Carrer Pic de Peguera, 11 postal code 17003, acting on behalf and representation of said entity, by virtue of the powers granted by the Board of Trustees agreement dated March 28, 2025, and in accordance with the provisions of Articles 18 and 19 of the Fundació statutes.

And on the other hand, Mr/Ms, _____, (hereinafter, the trainer) with ID/NIE _____ and residing at _____

Both parties mutually acknowledge having the necessary legal capacity to sign this contract and to be bound by it, and also declare the validity of the powers under which they act.

CLAUSES

1. PURPOSE

The purpose of this contract is the provision of professional services by the contracted person, which may include one or more of the following functions within the framework of the continuing education activities of FUdGIF. Acceptance and signing of this contract constitutes a service provision relationship and under no circumstances implies the establishment of an employment relationship.

Code

Name of the activity

Functions to be performed (**please mark the applicable ones**)

Management

Coordination

Teaching

Others

2. OBLIGATIONS

The **trainer** expressly and personally assumes responsibility for complying with all administrative, social, fiscal, and formal obligations of any kind that may legally correspond to them due to the professional activity entrusted, and shall be solely responsible for them.

Depending on the nature of the collaboration, the obligations shall be as follows:
(please mark the applicable situation)

2.1.A) If the trainer is a **self-employed professional**, they must be registered under the Economic Activities Tax (IAE) and contribute to the Special Regime for Self-Employed Workers of the Social

Security. They must possess and submit to FUDGIF either the self-employment payment receipt or the certificate issued by the Tax Agency when sending the invoice for subsequent payment.

2.1.B) If the trainer is a **civil servant or retired**, they must comply with the incompatibility regulations and, if applicable, request the relevant authorization from the corresponding Administration. FUDGIF will tacitly assume that the trainer has carried out the necessary procedures according to their personal situation before the start of the service provision.

2.1.C) If the trainer is a **natural person**, they must comply with the instructions and provide the necessary documentation required by the administration to fulfill the service provision.

- 3) By signing this document, the trainer declares that their activity is secondary, occasional, and sporadic, and does not constitute either their sole or main source of income. Therefore, the provision of services for FUDGIF will not imply any employment relationship. The trainer also undertakes to inform FUDGIF of any change in their personal or professional situation that may contradict the conditions stated in this clause.
- 4) Upon request, the trainer must provide FUDGIF with all necessary information to demonstrate compliance with the established obligations, as well as allow and contribute to audits, including inspections, carried out by FUDGIF or another authorized auditor.
- 5) The trainer declares to be aware of and to accept the aspects related to FUDGIF's Quality regulations, and undertakes to apply them in the provision of their services. Likewise, the trainer agrees to comply with FUDGIF's academic regulations, the criteria adopted by the Foundation regarding the processing of personal data and intellectual property, as well as all relevant instructions and rules. These documents can be consulted at the following address:
<https://www.fundacioudg.org/en/p/teaching-documents.html>
The trainer, in relation to management, coordination, or teaching duties, undertakes the following commitments and responsibilities within the academic framework of FUDGIF:
- 6) Carry out **management, coordination, and/or teaching tasks** in accordance with the continuing education regulations of the University of Girona, available at the following address:
<https://www.fundacioudg.org/en/p/teaching-documents.html>
Communicate to the teaching staff the instructions provided by FUDGIF, including those available at: <https://www.fundacioudg.org/en/p/teaching-documents.html>
 - Inform students, at the beginning of the course, about the planning, content, and evaluation system of the activity.
 - Once student evaluations are completed, submit the grades to FUDGIF within the deadline established in the academic report.
 - Request authorization from FUDGIF before making any decision that may affect students' rights, as well as before introducing changes to the programs or activity planning.
 - Monitor and control the expenses charged to the courses according to the approved budgets. No expenses shall be made without prior authorization from FUDGIF. If any course-related expenses exceed the budgeted amounts, they will be charged to the course management and/or coordination, unless previously authorized by FUDGIF.
 - Handle student and faculty data in accordance with personal data protection regulations. Apply the required security measures. Do not use the data for other purposes or disclose it, except when necessary for the development of the activity.
 - Fulfill any other obligations and tasks derived from the application of FUDGIF's internal regulations and as communicated by FUDGIF.
 - The course director shall ensure that instructors have sufficient information regarding the guidelines to follow in the development of their activity and shall clarify any doubts that may arise. Special attention shall be paid to compliance with personal data protection and intellectual property

regulations. Instructors shall be informed that participation in the course implies acceptance of the conditions and criteria outlined therein.

FUdGIF expressly and personally assumes responsibility for complying with all administrative, social, fiscal, and formal obligations of any kind that may legally correspond to it due to the professional activity it provides. The obligations shall be as follows:

1. Provide the necessary administrative support services for the execution of the continuing education activity.
2. Grant trainers access to a detailed platform containing academic and financial information about the activity carried out, with the aim of ensuring transparency in the management of the activity.
3. Commit to remunerating the service provision in accordance with the amount and deadline agreed upon in this contract.

4. INCOMPATIBILITIES

By signing this contract, the trainer declares under their own responsibility:

1. That they are not affected by any type of incompatibility (civil service status, retirement, disability, etc.) or legal limitation that would prevent them from providing the services covered by this assignment.
2. That they are not subject to any of the circumstances that would prohibit the provision of services as established by applicable regulations, and in particular, that they are up to date with their tax and Social Security obligations.

The trainer undertakes to keep their situation updated throughout the duration of the contract, submitting any necessary supplementary declarations.

5. FREEDOM OF PROFESSIONAL PRACTICE

In all cases, and regardless of the existence of a basic syllabus or predefined program objectives, the trainer shall generally and customarily enjoy freedom of professional practice and discretion regarding the content, development, and method of delivering classes, subjects, or courses, as well as in the selection of texts, readings, or videos they may recommend.

6. PRICE AND PAYMENT METHOD

FUdGIF will make the agreed payment upon completion of the service, once the course director has authorized the payment, and in all cases, upon presentation of the invoice. If applicable, invoices will be subject to VAT and/or the corresponding personal income tax (IRPF) withholding. For master's degrees, specialization diplomas, and expert diplomas lasting more than **5 months**, up to three invoices will be accepted throughout the course. The first, at the beginning of the course, covering only the work carried out in management or coordination; the second, halfway through the course, covering the services provided up to the invoice date; and the final one, upon completion of the service and submission of the final grades.

Unless otherwise agreed, all expenses incurred in relation to the assigned activity, including travel and per diems, shall be borne exclusively by the trainer.

7. DURATION

The service covered by this contract must be carried out during the period between _____ and _____, both dates inclusive.

8. INTELLECTUAL PROPERTY

- 1) Regarding the intellectual property rights of the teaching materials created by the trainer in the execution of the assignment, upon incorporation of the materials into the Foundation's systems and receipt of the agreed payments, the trainer transfers the rights of reproduction, distribution, public communication, and transformation of the materials. This transfer of rights is non-exclusive and not limited in time, meaning the trainer may use these materials simultaneously or subsequently for their own purposes in other activities. The Foundation may include these materials in its own teaching material repositories or in those it agrees to participate in.
- 2) The Fundació may record the trainer's image and voice during the execution of teaching activities, including evaluations. The recording may be used under the terms indicated in the previous point.
- 3) When the conception, design, or content outline of the activity has been developed upon request by FUDGIF, the intellectual property rights shall belong exclusively to the Foundation. No person may use, adapt, or modify such content to organize a training activity without prior written authorization from FUDGIF.
- 4) FUDGIF's academic regulations provide for the preservation of final projects submitted by students, in order to allow consultation by students in future editions or activities, solely for research and personal study purposes. FUDGIF applies this criterion in the case of master's degrees and postgraduate diplomas, and only for projects recommended for preservation by the course director. For this purpose, the director will indicate which projects, due to their quality and relevance, should be preserved.

9. DATA PROTECTION

- 1) The personal data of the trainer will be processed by the University of Girona Foundation: Innovation and Training (FUDGIF), as the data controller, in accordance with Article 4.7 of the General Data Protection Regulation (GDPR), for the purposes of organizing and conducting teaching activities and administrative management. The processing is based on the fulfillment of the assignment formalized by this document. Remuneration details will be shared with banking entities for payment processing and with the Tax Administration. In the case of subsidized training activities, data will be shared with the funding entities and, if applicable, with the companies requesting the training. The trainer's identifying, academic, and image data may be published for informational purposes. To exercise the rights of access, rectification, objection, erasure, data portability, and restriction of processing, the trainer may contact the Foundation's management. Additional information about the Foundation's data processing practices can be found at: <https://www.fundacioudg.org/en/p/personal-data-protection.html>.
- 2) The trainer will have access to data of individuals enrolled in the training activity. In the case of in-person courses, data such as names, surnames, and student signatures will be collected on the attendance sheet. The trainer undertakes to use and process the attendees' data in compliance with the GDPR and Organic Law 3/2018 of December 5, on the protection of personal data and the guarantee of digital rights, and in accordance with the Foundation's internal regulations and instructions. The trainer is considered a data processor under Article 4.7 of the GDPR. The data may only be used for the purposes of the teaching activity being delivered. The trainer shall apply all necessary measures to prevent unauthorized access and shall not retain the data beyond the time necessary for the provision of the service.

- 3) The trainer must comply with the duty of professional secrecy and respect the confidentiality of the data, even after the contractual relationship has ended. They undertake not to disclose, allow access to, communicate, or transfer the data to third parties without prior written authorization. No communication to third parties is permitted.
- 4) The trainer must apply the security measures established in the National Security Framework (Royal Decree 311/2022, ENS) at the basic level. Any incident that may affect data security must be reported immediately, and in any case within 24 hours. Personal data must not be stored on the trainer's devices beyond the time strictly necessary to fulfill this assignment.
- 5) The trainer is not authorized to subcontract any work that involves access to or other processing of personal data.
- 6) If the trainer receives a request to exercise the rights of access, rectification, erasure, restriction, objection, or data portability, they must notify the Fundació immediately, and in any case within 24 hours, so that the request can be considered and addressed.
- 7) The trainer shall handle and use responsibly any devices or IT systems provided to them. They shall preserve the confidentiality of any password(s) communicated to them. They shall not make changes to the configuration of IT systems and shall not use any resources or systems for purposes unrelated to the contracted activity. They shall not remove documents or information accessed from the Foundation's systems, facilities, or equipment. Any incident related to the use of IT systems or the processing of personal data must be reported.
- 8) Once the training activity has ended, the trainer must cease processing the data. If applicable, they shall deliver the data to the Foundation. However, they may retain personal data that has been processed, blocked and inaccessible, only for the period during which liabilities may arise from their relationship with the Fundació.
- 9) The trainer must provide the Foundation with any information requested to demonstrate compliance with and implementation of the required security measures.

10. EFFECTS

If the training activity cannot be carried out due to not reaching the minimum number of enrolled participants, or for any other reason not attributable to FUDGIF, this contract shall cease to have effect without any compensation being due. This circumstance will be communicated as soon as possible.

11. TERMINATION OF CONTRACT

This contract may be terminated by either party through written notification, either by mutual agreement or due to breach of the obligations agreed upon in the contract.

Fundació Universitat de Girona
Innovació i Formació

The trainer

General Director
Joan Martí Bonmatí