

## **FRAMEWORK AGREEMENT OF EDUCATIONAL COOPERATION FOR ACADEMIC WORK PLACEMENTS BETWEEN THE FUNDACIÓ UNIVERSITAT DE GIRONA: INNOVACIÓ I FORMACIÓ AND THE PLACEMENT**

Girona, date of the electronic signature.

### **BY AND BETWEEN**

And Mr. Joan Martí Bonmatí,, Managing Director/a of the University of Girona Foundation: Innovation and Training (FUdGIF), with address at Carrer Pic de Peguera, 11, Postcode 17003, and with Tax ID number G17318080, on behalf of this body, by virtue of the agreement of the Board of Trustees of the FUdGIF, of 28 March 2025.

Mr/Ms ..... legal\_representative position of ..... with Tax ID number ..... and with address..... at postcode.....; acting on behalf of this organisation.

The parties mutually acknowledge their legal capacity to enter into this agreement, and

### **DECLARE THAT**

I. The FUdGIF offers a number of university disciplines in which the study programme provides students with the possibility of doing a work placement in an institution or entity, either curricular or extracurricular.

II. External work placements undertaken by FUdGIF students are governed by the regulations for external work placements in FUdGIF study courses, in compliance with the Directorate General resolution dated 06/10/2016, defining curricular and extracurricular activities. This resolution includes the Royal Decree 592/2014 of 11<sup>th</sup> July, regulating official university studies. The Statute of the university student, approved by Royal Decree 1791/2010 of 30<sup>th</sup> December, is also applicable as well as all existing applicable regulations.

III. Both parties, with the aim of developing the relationship between academia and the realities of the professional world, want to collaborate in the field of theoretical and practical education; and for this reason, agree that the best way to bring about mutual cooperation is to formalise an academic collaboration agreement. The aim is for the students to develop the practical application of the knowledge acquired in their studies at the FUdGIF and, therefore, the interested parties recognise the mutual capacity to create a partnership to that effect and agree to enact this collaboration agreement with the following:

### **CLAUSES**

#### **1. Aim of the collaboration agreement and commitment of the signatory parties**

The aim of this agreement is to establish the terms of collaboration governing the signatory parties during the period of curricular and extracurricular work placements (from hereon, work placements) for the students enrolled in FUdGIF courses of study which coincide with the activities of the collaborating entity. The collaboration between .....and the FUdGIF is subject to the needs and availability of the collaborating entity placement provider.

## **2. Work placement conditions**

### 2.1. General conditions

2.1.1. The rights and duties of the student are established in article 9 of the Royal Decree 592/2014 of 11<sup>th</sup> July.

2.1.2. During the placement period, the students will be assigned tasks appropriate to the professional ambit of activity with the aim of completing the theoretical and practical learning acquired during their course of study and of acquiring professional and research experience. They will also obtain skills and expertise equivalent to the university studies in which they are enrolled.

2.1.3. The students will work under the supervision of two tutors during the placement period: one from the placement provider, assigned to guide and supervise the work done during the placement; and a tutor from the FUDGIF who will be assigned to coordinate with the placement tutor to monitor the placement, support the student when elaborating the placement report, and oversee the evaluation process.

2.1.4. The students will be subject to the timetable and conditions established by the placement provider. The timetable must guarantee compatibility with the student's class schedule and the flexibility necessary to complement the obligations of the academic activity.

2.1.5. In the case of repeated lateness, absences or inappropriate behaviour by the student, or disruption of the placement provider's normal activity, the provider may immediately suspend the placement on a provisional basis; informing the FUDGIF of this decision.

2.1.6. At the end of the placement, the student must elaborate a placement report for the academic tutor. The report must include, inter alia, the provisions included in article 14 of the Royal Decree 592/2014, as well as those determined by the placement's internal guidelines.

2.1.7. The final evaluation will be made by the academic tutor, following the established evaluation criteria.

2.1.8. Under no circumstances does the undertaking of a work placement imply the existence of an employment relationship between the student and the placement provider. In the case of a student, once the placement period has finished, joining the payroll, then the period of the work placement will not be considered as service, nor will the student be exempt from working the trial period.

In the case of government agencies, public-law entities or other public sector bodies, the undertaking of a work placement will not be taken into consideration for access into public service, counted as service or recognised as previous service.

2.1.9. The placement provider must register the student with the Social Security system whenever a monetary compensation, of whatever form, is paid, as established in the Royal Decree 1493/2011 of 24<sup>th</sup> October, governing the terms and conditions of inclusion in the General Social Security Scheme for persons in work placements.

2.1.10. The placement provider must inform the students in the placement of the regulations governing safety and risk prevention in the workplace. The provider must also have the appropriate means to facilitate access to the workplace for students with disabilities and be able to reconcile workplace activities with the personal circumstances resulting from that disability.

2.1.11. In accordance with the measures established by the Government of Catalonia and the Government of Spain, and in accordance with the instructions of its own occupational health and safety service, the collaborating entity will adopt the necessary actions and measures for the prevention and containment of the COVID-19 virus in the facilities where the practicum is carried out. In this respect, the entity must provide the student carrying out the practicum with the necessary personal protection equipment to ensure their safety, and will adopt the suitable measures to ensure that the practicum tasks can be completed in total safety. The said measures

must adapt to the evolution of the pandemic and at all times must be in line with the instructions and guidelines issued by the health authorities with the goal of safeguarding public health. Furthermore, the collaborating entity will inform both tutors (academic and external) of the adopted measures. The FUdGIF reserves the right to request a report on the implementation and evolution of the said measures.

## 2.2. Special conditions

Each time a placement provider takes on a FUdGIF student, they will sign a complementary document with the points contained in Annex 1.

## 3. FUdGIF academic tutor

The FUdGIF will appoint a teacher affiliated to the corresponding study programme and placement to assume the function of academic tutor. The academic tutor will have all the rights and responsibilities as established in article 12 of the Royal Decree 592/2014 of 11<sup>th</sup> July.

## 4. The placement provider tutor

The placement provider will appoint a professional as tutor. The placement provider tutor will have all the rights and responsibilities as established in article 12 of the Royal Decree 592/2014 of 11<sup>th</sup> July.

## 5. Insurance

5.1. All FUdGIF students in the national work placements object of this agreement will be covered by the FUdGIF accident insurance. Persons not covered by the FUdGIF insurance must take out adequate private insurance to cover relevant eventualities, which must be in effect at the start of the placement. The FUdGIF collective liability insurance covers students for any liability which may occur during a work placement.

5.2. Students with international work placements must take out adequate travel insurance to cover travel assistance, accidents, medical assistance and civil liability.

5.3. If the placement provider requires another type of insurance, this will be the responsibility of the student and included in the supplementary document laid down in article three of this agreement.

## 6. Financing

This agreement does not entail any obligation of financing or monetary compensation from either party.

## 7. Intellectual and industrial property

7.1. The student, as author, owns any intellectual property rights which may arise as a result of their work or placement project. The placement provider may not use or exploit the student's work without their express agreement. This includes reproduction, distribution, public communication or modification of the work.

7.2. If the work placement results in new products or work, and the knowledge acquired during the work placement or the use of means provided by the placement provider, was fundamental, then the intellectual or industrial property rights will be shared between the student and the placement provider. In the event that this new product or work is to be exploited, the student and the placement provider must draw up an agreement, in a separate document, stating the conditions to do so.

## 8. Personal data protection

8.1. Both parties agree to maintain the information, data and documentation resulting from this agreement strictly confidential and not to use it outside of the terms of this agreement.

8.2. Both parties agree that the personal data contained in the present agreement will be used to complement the reciprocal relationship between said parties. Both parties expressly agree to ensure compliance with the EU Regulation 2016/679 of 27<sup>th</sup> April on the protection of individuals when handling personal data, and with relevant state regulations and development. Both parties will therefore adopt the regulatory security measures and will not use the data to which they have access for other purposes without the express consent of the interested or affected person.

8.3. In compliance with the aims of this agreement, the FUDGIF will inform the student that their personal data has been communicated to the placement provider, in compliance with a relationship previously accepted by the student.

8.4. Apart from the general provisions made in this clause, the specific agreement must include the regulatory information relevant to personal data handling which must be made known to and accepted by the student.

## **9. Contract period**

9.1. This collaboration agreement will come into effect at the start of the ..... academic year and will be in effect during academic years. It will be extended successively to each academic year for a maximum of four years, unless notice of termination is given. If one of the parties wants to terminate the agreement, they must give three months' notice.

9.2. The extensions stated in the previous paragraph cannot exceed a maximum of four years (4) as regulated by the legal framework for the public sector.

9.3. Even if the parties give notice of termination, any placements started prior to the agreed end date must be allowed to finalise.

## **10. Grounds for termination**

Grounds for the termination of this educational cooperation agreement are:

- a) The contract period expires and one party wants to terminate, with a minimum of 3 months' notice.
- b) By mutual written agreement of both signatories.
- c) The unexpected legal or material impossibility of achieving the aims of the agreement.
- d) The termination of the academic relationship between the student and the FUDGIF.
- e) By either party notifying the termination of the agreement prematurely, with fifteen days' notice.
- f) The non-compliance of either of the parties with the obligations stated in the agreement.
- g) General causes stipulated by current legislation.

## **11. Contractual good faith**

The signatory parties must comply with and execute this agreement abiding by the principal of contractual good faith in order to accomplish the aims proposed above. Thus, the parties will cooperate in all necessary matters and will abstain from acts that may unjustly harm the interests of the other party.

## **12. Legal framework and resolution of conflicts**

Should any dispute arise from the application, interpretation or execution of this agreement or of Annex 1, it must be resolved by the mutual agreement of both parties. If this is not possible, the parties will waive their jurisdiction and submit to the relevant courts and tribunals of the city of Girona.

In witness whereof, the parties sign this agreement, in duplicate and for a single purpose, in the place and date stated at the top of this document.

Fundació Universitat de Girona: Innovació i Formació

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Joan Martí Bonmatí

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Legal representative