

**EDUCATIONAL COOPERATION AGREEMENT BETWEEN THE
UNIVERSITY OF JAÉN AND _____ FOR EXTERNAL ACADEMIC
PRACTICES**

In Jaén, _____

APPEARING

On the one hand, Mr. PEDRO PÉREZ HIGUERAS, Vice Rector for Knowledge Transfer, Employability and Entrepreneurship of the University of Jaén, (By delegation of powers through Resolution of the University of Jaén, of May 7, 2019, BOJA No. 125 of 2 of July).

And on the other hand, Mr. _____, legally responsible for _____ with Tax Identification Card (CIF): _____, hereinafter the collaborating entity, on behalf of the same, with registered office at _____.

They intervene as such and in the representation they hold, they recognize each other the necessary legal capacity to sign this agreement and

RECITALS

That it is the will of the parties to collaborate in the practical training of university students, whose objective is to allow them to apply and complement the knowledge acquired in their academic training, favoring the acquisition of skills that prepare them for the exercise of professional activities, facilitate their employability and promote their entrepreneurial skills.

In order to carry out external internships, the universities and, where appropriate, the internship management entities linked to them, will sign Educational Cooperation Agreements with the collaborating entities and will encourage them to be accessible for the internship of students with disabilities, ensuring provision of the human, material and technological resources necessary to ensure equal opportunities.

Therefore, they decide to enter into this Agreement, in accordance with the following

CLAUSES

ONE. – Scope of Application

The agreement will be applicable for the realization of external academic, curricular and extracurricular practices, in the collaborating entity, of the students enrolled in any education given by the University of Jaén or by the Centers attached to it, in the terms collected in the Regulations of External Academic Practices of the University of Jaén (Regulations of Practices-UJA) and the study plans of the corresponding degree for each of the following modalities:

MODALITY I: CURRICULAR PRACTICES: they are configured as academic activities that are part of the Study Plan in question, including, where appropriate, the End-of-Degree Project or the Master's Thesis.

MODALITY II: EXTRACURRICULAR PRACTICES: these are those that the students may carry out on a voluntary basis, during their training period and that, even

having the same purposes as the curricular internships, are not part of the corresponding Study Plan.

TWO. – Training project

The training project to be carried out by the university students must set the educational objectives and the activities to be carried out and will appear in the annex to this Agreement in each of the internship modalities. Likewise, the contents of the practice will be defined in such a way as to ensure the direct relationship of the competences to be acquired with the studies completed.

THREE. - Offer and demand

The specific characteristics of the internship offer will be determined by the offeror collaborating entity and will appear in the corresponding annex, depending on whether it is curricular internships (annex I), or extracurricular practices (annex II).

The students in the curricular internships will be selected as provided by the Centers responsible for such subjects. The students in the extracurricular practices will be selected from those registered in the ICARO database.

FOUR. – Financial obligations of the collaborating entity

In the case of curricular internships, the collaborating entity that offers the internships may stipulate the contribution to the student of an amount as a bag or study aid.

In the case of extracurricular practices, the collaborating entity that offers the internships must pay the student the amount stipulated in each internship offer monthly as a study grant and transfer to the University of Jaén an amount per student and month, in concept of donation for patronage activity, in order to stimulate and support the labor insertion of university students. The minimum amount to be paid as a study grant, as well as the donation, will be established for each academic year by means of a Resolution of the Vice-Rector's Office for Knowledge Transfer, Employability and Entrepreneurship.

FIVE. - Obligations of the collaborating entity

The entity will be obliged to:

- * Not to fill any job with the internship students nor have any type of employment relationship, contractual or statutory.
- * Comply with current regulations in all matters relating to safety and prevention of occupational hazards and inform students in internships about them.
- * Appoint an internship tutor, who must be a person linked to the company / entity, with professional experience and with the necessary knowledge to carry out effective tutelage. This will assign the functions to be carried out by the students during their development, assisting them in what is necessary and evaluating their use.
- * Communicate absences of attendance, discipline and any others that, at the discretion of the entity's internship tutor, the students may commit during the time they are being carried out, which could lead to the suspension or cancellation of the practice.
- * Communicate the resignations that may occur indicating the exact date of such resignation or non-appearance.
- * Facilitate the academic tutor access to the entity, for the fulfillment of the purposes of their function.
- * Issue the final report referred to in article 26 of the Practice Regulations-UJA, according to the model provided by the University of Jaén.

* Only for extracurricular internships, inform the Office of the Vice Rector for Knowledge Transfer, Employability and Entrepreneurship, prior to the incorporation of the internship students, the location in the different departments of the entity and the hours of permanence in it, so that the University of Jaén can inform the competent labor authority of the start and duration of the practice.

SIX.- Permit regime

The permission and early rescission regime will be the one reflected in the Internship-UJA Regulations, which must allow students to carry out their academic, training and representation and participation activities, previous communication with sufficient advance to the collaborating entity.

In the case of students with disabilities, the realization of the practices must be reconciled with those personal situations derived from or connected with the disability situation.

SEVEN. - Obligations of the University of Jaén

The University of Jaén, through the Office of the Vice Rector for Knowledge Transfer, Employability and Entrepreneurship for extracurricular practices, and the University Centers in the case of curricular ones, will be obliged to:

* Appoint the academic tutor, who will act in coordination with the tutor of the collaborating entity and who will have the rights and duties set forth in articles 27 and 28 of the Internship-UJA Regulations.

* Inform the selected person of the internship concession so that they can sign the acceptance document.

* Ensure that all selected students are covered, at least, by compulsory school insurance, or one with similar coverage for those older than 28 years old.

* Issue, in favor of the tutors of the collaborating entity who take part in the practices, a document of recognition of their activity with the hours devoted to the students.

* In the case of extracurricular practices, issue a certificate of participation in patronage activities to the collaborating company or institution.

* In the case of extracurricular practices, send the data of the beneficiaries of this type of external academic internship to the competent employment authority.

EIGHT. – Competence

The recruitment, management, development and supervision of external academic practices at the University of Jaén, corresponds according to their nature to:

Curricular practices: to the University Centers

Extracurricular practices: to the Office of the Vice Rector for Knowledge Transfer, Employability and Entrepreneurship.

NINE. – Duration

The duration of the practices will be as follows:

a) Curricular external academic practices will have the duration established by the corresponding study plan in the terms established by article 12.6 of Royal Decree 1393/2007, of October 29.

b) Extracurricular external academic internships will have a maximum duration of 6 months or 600 hours overall. Only in exceptional cases and always for the sake of better use by the student, an extension may be made, of a maximum of three months, after

a reasoned request from the company and authorized by the Vice-Rector's Office for Knowledge Transfer, Employability and Entrepreneurship.

The timetables for carrying out the internships will be established in accordance with their characteristics and the availabilities of the collaborating entity, and will be reflected in the corresponding annexes. The schedules, in any case, will be compatible with the academic, training and representation and participation activities developed by the student at the University of Jaén. The maximum daily hours in practices will be five, 600 hours in global computation during the period of 6 months.

TEN. - Rights and duties of the students

Internship students will have the rights and duties established in articles 23 and 24 of the Internship Regulations-UJA.

ELEVEN. - Absence of linkage

Beneficiaries of external academic practices, curricular or extracurricular will not have, under any circumstances, employment relationship, contractual or statutory of any kind with the University of Jaén nor with the collaborating entity in which they will develop training practices.

TWELVE. - Nature and jurisdiction

This agreement has an administrative nature and its interpretation and development will be governed by the Administrative Legal System, with special submission of the parties to the Administrative Law Jurisdiction. The signing of this agreement will not entail the acquisition of more commitments than those stipulated therein.

THIRTEEN. – Modification

Any modification that substantially alters the provisions of this agreement must be agreed to be valid, and will be attached in writing to this agreement as an annex.

FOURTEEN. - Validity

This Agreement will enter into force at the time of its signature, and will have a duration of 4 years, expressly extendable by the parties for a period of 4 additional years, unless denounced by any of the parties, with a minimum notice of three months.

FIFTEEN. - Repeal

The signing of this agreement repeals those previously signed, provided that they are covered by the development of the Practice-UJA Regulations.

SIXTEEN. - Personal data protection

The University of Jaén ensures the legal origin of the data of students applying for external academic practices that will be communicated to _____ guarantees that they have been informed of the purpose of the treatment and communication of their data to the collaborating companies, previously obtaining the appropriate consents, as to what is established in the current legislation regarding the protection of personal data (European Regulation 2016/679, Organic Law 3/2018, on the Protection of personal data and guarantee of digital rights and any other applicable regulation).

Likewise, the University of Jaén declares that, as of the date of this Agreement, the data of the internship applicants that are the object of communication are accurate and

up-to-date in such a way that they respond truthfully to the current situation of the holders. thereof in accordance with the provisions of article 5 of European Regulation 2016/679.

_____, as the assignee of such information, declares to have implemented the technical and organizational security measures applicable to the type of data to which the file is linked or the treatment thereof, guaranteeing the security of personal data in order to avoid any alteration, loss, treatment or unauthorized access to them, based on the provisions of article 32 of European Regulation 2016/679. Likewise, both parties undertake to comply with all other obligations arising from compliance with current regulations on the protection of personal data.

The collaborating entity, the University of Jaén and the students will be responsible for the duty of secrecy towards the other party, ensuring in any case the integrity of the information being processed.

In case of not observing the provisions of the data protection regulations, each party will be solely responsible for the use, treatment or improper communication that may be made of the aforementioned data, to any claim by the affected people, or under inspection by the competent control authority.

Transparency

In accordance with the provisions of Law 19/2013, of December 9, on transparency, access to public information and good governance, this agreement and the data collected here may be published and accessible on the website of the University of Jaén . All this for the sake of the public interest in the dissemination of information and because it is necessary for the correct provision of the service.

Treatment of the data of the parties involved in this Agreement.

Main purpose. The personal data provided by both Parties, such as those related to the legal representatives involved in the granting of this Agreement, as well as the corporate emails related to the contact people who will intervene in the management of the contracted services, will be treated with the purpose of complying with the obligations and commitments acquired, commercial management and to maintain the subscribed relationship.

The Parties ensure that the contact people have been previously informed of their intervention in this Agreement for the procedures related to its proper execution.

Legitimation of the treatment. The processing of their data is legitimized based on the execution of the relationship established by the parties in the agreement formalized by them, both parties must provide the data required in this agreement (identification and contact data), without which the execution of such relationship would be impossible. The information processed is adequate, pertinent and not excessive, limited only to the management of the different contracted services.

Data retention. Likewise, the Parties will cancel or rectify the data when they are inaccurate, incomplete or no longer necessary or relevant for their purpose, in accordance with the provisions of the RGPD. By virtue of the foregoing, the data will be kept for

processing as long as such relationship is maintained and after its termination for any reason, during the applicable legal prescription periods. In this case, they will be treated for the sole purpose of proving compliance with the legal obligations of the parties. Once these limitation periods have ended, the data will be deleted or, alternatively, anonymized.

Data communications. Both Parties are informed that the referenced personal data may be communicated only for legal purposes to any Public Body that may require them to comply with legal obligations.

International transfers of data will not be made, except that either Party may engage the services of providers located in third countries, subject to compliance with all requirements established by the rules of data protection and applying the guarantees and safeguards necessary to preserve the privacy of the data.

Rights. In any case, those affected may exercise their rights of access, rectification, deletion, opposition, limiting treatment, data portability and not to be the subject of individualized decisions before the person responsible for the treatment by means of communication addressed to those responsible for the treatment through the email dpo@ujaen.es, duly identifying themselves and clearly indicating the specific right that is exercised.

They also may withdraw consents that they had provided expressly throughout the relationship, indicating it in the request to be addressed to the corresponding Party, as responsible for the treatment.

Claims. If you consider that the processing of your personal data violates the regulations or the provisions of this document, you can file a claim with the competent Control Authority (Spanish Agency for Data Protection or Andalusian Council for Transparency and Data Protection), through its electronic headquarters or from its postal address that you can consult on the web www.agpd.es and www.ctpdand.es

SEVENTEEN. - Monitoring Committee

The monitoring, surveillance and control of the execution of this Agreement will be carried out by a Monitoring Committee, of equal composition, made up of a representative of the Secretariat for Employability and Entrepreneurship of the University of Jaén Students and by a representative of the managing entity. The Commission will resolve any interpretation and compliance problems that may arise with respect to this Agreement.

EIGHTEEN. - Resolution of agreements

In Law 40/2015, of October 1, on the Legal Regime of the Public Sector, the following causes of Resolution are defined:

- The unanimous agreement of all the signatories.
- Failure to comply with the obligations and commitments assumed by any of the signatories
- By judicial decision declaring the nullity of the agreement.
- For any other cause other than the previous ones provided for in the agreement or in other laws.

The representatives of both parties, in proof of conformity, sign this Agreement.

**IN THE NAME OF
THE UNIVERSIDAD OF JAÉN**

IN THE NAME OF _____

PEDRO PÉREZ HIGUERAS

JUSTIFYING MEMOIR

The University of Jaen and _____ share common priority objectives in terms of carrying out curricular and extracurricular external academic practices, included in the End-of-Degree Project and Master's Thesis, the improvement of their training, education and job placement, and economic and social promotion.

_____ has the human resources necessary to develop this collaboration and this, together with the services provided by the University of Jaén in the field of the aforementioned subjects, will complement the training offer and services currently received by students and graduates of the Jaen University.

The experience of students in companies is of great value for their insertion into the world of work, and whose objective is to allow, apply and complement the knowledge acquired in their academic training favoring the acquisition of skills that prepare them for the exercise of professional activities, facilitate their employability and promote their entrepreneurial skills.

This Agreement complies with External Academic Practice at the University of Jaen.

This agreement has been signed in accordance with Law 40/2015, of October 1, on the Legal Regime of the Public Sector.