



**AGREEMENT FOR EDUCATIONAL COOPERATION BETWEEN UNIVERSITY OF MALAGA AND <COMPANY/ INSTITUTION>
FOR EXTERNAL TRAINING PLACEMENTS FOR UNIVERSITY STUDENTS**

In Malaga, on this <30> <JUNE> <2019>

THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN

On the one hand, the Most Excellent Mr Jose Angel Narvaez Bueno, Rector Magnificus of the University of Malaga, pursuant to the provisions in article 20.2 of Organic Law 6/2001, of 21 December, on Universities, for and on behalf of the former, in the exercise of the powers assigned to her by the rules that created the University of Malaga, and Decree 145/2003, of 3 June (Official Gazette of the Government of Andalusia of 9 June) which passed the bylaws of the aforesaid University.

And, on the other hand,

Mr SALVARANI PIERPAOLO, with NUMBER OF IDENTITY CARD: AV5847788, like LEGAL REPRESENTATIVE from AZIENDA SERVIZI ALLA PERSONA (ASP) OPUS CIVIUM for and on behalf of the aforesaid Entity, with Tax Identification Code/Tax Identification Number 80010310359, VAT NUMBER 01486230350 and registered address at VIA CONCILIAZIONE 10, 42024 CASTELNOVO DI SOTTO (RE) ITALY.

The former and the latter act herein as representatives and within the scope of their powers of representation and they mutually acknowledge the necessary legal capacity to enter into this agreement.

RECITALS

FIRST: Whereas the University of Malaga and ASP OPUS CIVIUM, (hereinafter company/institution) agree to declare the high interest that practical training has for university students, which aim is for them to apply and complement the knowledge acquired in their academic training, promoting the acquisition of skills to train them for exercising professional activities, facilitate their possibility of being employed and promote their capacity for entrepreneurship.

SECOND: Whereas both parties intend to enter into this Agreement, which purpose is to establish a framework for educational cooperation for apprenticeships based on the concepts defined in Royal Decree 592/2014, of 11 July, which regulates external training placements for university students.

THIRD: Whereas Royal Decree 1791/2010, of 30 December (Official Gazette of the Spanish State of 31 December), which approves the Statute of University Students, sets forth in Chapter VI, within the framework of teaching programmes of university studies, external academic training, their classes and general characteristics.

FOURTH: Whereas Royal Decree 1493/2011, of 24 October, regulating the terms and conditions for the inclusion in the Social Security General System of participants in training programmes sets forth the terms and conditions for the inclusion in the Social Security General System of participants in training programmes financed by public or private entities or authorities.

FIFTH: Whereas the Governing Council of the University of Malaga, at a meeting held on 13th March 2013, approved the rules for external training placements of the University of Malaga which regulate the management procedure for external training placements.

In consideration of the above, the parties agree to enter into this Educational Cooperation Agreement for the performance of external training placements which shall be governed by the following

CLAUSES

FIRST.- Both institutions shall cooperate in the structuring and performance of external training placements aimed at university students enrolled in any study offered by the University of Malaga or the attached centres thereof, according to the particular conditions in each modality set forth in the appendices attached to this agreement:

MODALITY I: CURRICULAR TRAINING PLACEMENTS: these are academic activities that form part of the relevant



Curriculum.

MODALITY II: EXTRA-CURRICULAR TRAINING PLACEMENTS: in these, students may do this training voluntarily during their training period. Although they have the same aims as curricular training placements, they do not form part of the relevant Curriculum.

SECOND.- The lines of work or tasks to be carried out by trainee students shall be related to their possible professional opportunities aimed at reaching the following purposes:

- a) Contribute to the integral training of students, complementing their theoretical and practical learning.
- b) Help students learn the work methodology suited to the professional environment they will work in, comparing and applying the knowledge they have acquired.
- c) Develop in students technical, methodological, personal and participation skills.
- d) Help students acquire practical experience that facilitates their entrance into the job market.

THIRD.- The company/institution during the training placements shall be under obligation to:

- a) Fulfil current regulations in relation to occupational hazard prevention and inform trainee students thereof.
- b) Fulfil, if appropriate, the obligations derived from Royal Decree 1493/2011, of 24 October, regulating the terms and conditions for the inclusion in the Social Security General System of participants in training programmes.
- c) Undertake the financial commitments, if appropriate, derived from the performance of the training placement, pursuant to the provisions in Rules on External Training Placements of the University of Malaga, pursuant to the particular conditions for each modality.
- d) Appoint a tutor for the trainee, who shall be a company/institution staff professional. The tutor shall choose the tasks to be carried out by the trainee students during their training and shall help them if his/her help is needed. The tutor shall coordinate jointly with the academic tutor from the university the performance of the activities chosen in the student's training plan and shall assess the student's learning.
- e) Respect the incorporation deadlines and notify non-attendance, lack of discipline and any other misconduct which, in the opinion of the tutor, trainee students may have committed during their training, which could lead to the suspension of the training.
- f) Notify any resignation taken place prior to the expiration of the training period and the exact date of the resignation or non-attendance.
- g) Provide each student at the end of their training with a certificate which will contain the number of training hours worked by the student, the tasks carried out and the level of training reached, as well as a satisfaction survey and assessment of the training placement, according to the sample forms of *Servicio de Cooperación Empresarial y Promoción de Empleo* [Corporate Cooperation Service and Employment Promotion].
- h) Notify the number of employment contracts made, if appropriate, for the students before or immediately after having completed the training period.

FOURTH.- The University of Malaga is under obligation to:

- a) Notify the selected person the award of the training placement.
- b) Ensure that the student shall be covered by means of an insurance policy during the training placement as set forth in the Rules on External Training Placements of the University of Malaga and pursuant to the training modality, as set forth in the particular conditions appendix.



- c) Appoint an academic tutor who shall ensure the normal performance of the training project, cooperate with the host company's tutor in all aspects affecting them, as well as the tasks set forth in the rules.
- d) Issue a certificate for the professionals who worked as tutors in the host companies, if thus requested by them.
- e) Issue for the company or institution, at the request thereof, a certificate of participation in sponsorship activities under the terms set forth in Law 49/2002, of 23 December, on the tax system for non-profit entities and tax incentives for sponsorship.

FIFTH.- The students shall be under obligation to:

- a) Fulfil the current rules applicable to external training placements established by the University of Malaga.
- b) Know and fulfil the training project for the training placement following the instructions of the tutor assigned by the collaborating company under the supervision of the academic tutor of the University.
- c) Keep in contact with the tutors and notify his academic tutor from the University of any problem that may arise during the performance of the training placement and submit the follow-up and assessment reports that may be requested.
- d) Start working at the company/institution on the date agreed, work at the hours agreed and fulfil the rules on operation, safety and occupational hazard prevention of the company.
- e) The students shall submit to the general organisational and operational system of the company, undertaking the responsibility to keep the professional secrecy of any information the student may have access to, owing to his/her training placement. Any publication and/or use of the work carried out during the training placement shall be carried out upon the express authorisation of the company/institution.

SIXTH.- The training placement period shall be established for each training modality in their particular conditions. In general, the duration of curricular training placements shall be established in the relevant curriculum. The duration for extra-curricular training placements per degree shall be a minimum of 2 months (unless these are a continuation of the curricular modality, in which case the total duration shall be a minimum of 3 months), and may not exceed fifty per cent of the academic year or 6 months, which duration may be extended for a justified reason upon prior authorisation by the university, up to a maximum duration of 9 months.

SEVENTH.- The trainee student shall fulfil the working times and system determined by the parties. Said working times shall be compatible with the academic, training activity, and, in particular, taking partial and final exams and the student may not re-sit for these exams owing to not taking them initially. The system applicable to any leave or early termination shall be, if appropriate, the one established in the Rules on External Training Placements of the University of Malaga.

EIGHTH.- The selection of students shall be carried out pursuant to the provisions in the appendices for particular conditions in each modality. In any case, they shall respect the principles of transparency, publication and equal opportunities.

NINTH.- Trainee students shall not have any employment or contractual relationship of any kind with the company/institution where they shall carry out their training or with the University of Malaga. The execution of this agreement shall not entail undertaking any commitment apart from those set forth therein.

TENTH.- Both parties may, according to the particular conditions for each training modality, consider any financial contribution as a scholarship or study grant. The amount and payment term shall be determined in the relevant appendices.

ELEVENTH.- During the validity of this agreement the company/institution may make any public recruitment announcements as the parties may agree, filling in Appendix III.

TWELFTH.- The commencement of the training by the student shall be made effective by filling in Appendix II, which document will entail the agreement to the terms of the training by the student.

THIRTEENTH.- All intellectual or industrial rights that may be registered resulting from such training will be owned by the company/institution. However, if thus agreed by the latter, the students may use the results of the training to make and publish their final dissertation, doctoral thesis and publication of scientific articles. If, owing to the training placement in the company, the student



has an important role in the results that may be registered, the student shall be entitled to be mentioned as author or inventor in any registration or publication thereof.

FOURTEENTH.- As regards personal data protection both entities, in the performance of their respective activities derived from this agreement, shall fulfil the mandatory provisions set forth in Organic Law 3/2018, of 5 December, on Personal Data Protection and Digital Rights Guarantee. Your personal data will be integrated in a file property of the university of Malaga (UMA), in order to manage traineeships, and employment, as well as for surveys, studies and promotion activities of the (UMA). You can exercise in any moment your rights following the procedure established in <https://www.uma.es/media/files/Protecciondedatos.pdf>

FIFTEENTH.- This agreement shall be valid for four years from date of execution.

SIXTEENTH.- This is an administrative agreement and shall be governed for its interpretation and fulfilment by the relevant regulations, especially submitting to the contentious-administrative courts in Malaga.

SEVENTEENTH.- The execution of this training placement agreement supersedes any other agreement that may have been previously executed, provided the subject matter thereof is the performance of training in companies.

In witness whereof, the parties sign all pages of this agreement in three copies, in the place and on the date first above written.

For the University of Malaga
THE RECTOR


José Ángel Narváz Bueno
Signed by Vice-Rector for Social Innovation
and Entrepreneurship
Rafael Ventura Fernández
As per delegacion of signing
power Resolution of 29 January 2016

For the company/institution
THE LEGAL REPRESENTATIVE

Signed by:
SALVARANI PIERPAOLO





APPENDIX I: PARTICULAR CONDITIONS

MODALITY I: CURRICULAR TRAINING PLACEMENT

FIRST.- Description

These are regulated and supervised academic activities which form part of the curriculum and may only be offered for graduate or post-graduate degrees provided it is thus established in their curriculum.

SECOND.- Students' requirements

As set forth in the curriculum.

THIRD.- Administrative unit responsible for the management of the training placements

The processing of the execution of the collaboration agreement shall be the responsibility of the Corporate Cooperation Service and Employment Promotion of the University of Malaga. The management of the training will be carried out by the relevant university centres to which the degrees attach or, in case of a Master's or University of Malaga's Own Degree, by the coordinator thereof, relying on the advice provided by the Corporate Cooperation Service and Employment Promotion.

FOURTH.- Selection of the students

The selection will be carried out by the authorities appointed for this purpose, pursuant to the rules of the centre of the degree requested by the company/institution.

FIFTH.- Study grant

This training shall render **no mandatory financial contribution**. However, the students may choose any modality of financial grant that may be compatible with their condition as trainee students. The company/institution may make financial contributions as a scholarship or study grant, which shall be included in the offer.

SIXTH.- Insurance

The students shall be covered in case of accident, illness or family misfortune, by the school insurance under the terms and conditions established in current legislation. Students over 28 years of age shall take out an insurance policy to cover accidents which amount shall be paid by the student and he/she shall submit a copy thereof to the person in charge of training in the centre before the commencement of the training. Furthermore, any civil liability for damage to third parties caused by the trainee student shall be covered by the insurance policy that the University of Malaga has taken out for this purpose.

SEVENTH.- Acknowledgement

This training may be acknowledged by means of credits pursuant to the procedure established by the centre.



MODALITY II: EXTRA-CURRICULAR TRAINING PLACEMENT

FIRST.- Description

These are placements that graduate and post-graduate students may voluntarily take during their training which aim is to promote the acquisition of skills to train them for exercising professional activities, facilitate their possibility of being employed and promote their capacity for entrepreneurship.

SECOND.- Students' requirements

1. To be enrolled in the University of Malaga for the studies for which the placement is offered or the university studies related to the basic, general and/or specific skills to be acquired by the student in the training placement.
2. To have acquired 50% of the credits needed for the degree of the student's studies. For degrees/diplomas involving one academic year, students must be enrolled therein.
3. No to have done training in previous offers for the same degree, unless the number of students is insufficient.
4. To be registered in the computer application available for external training placements.

THIRD.- Administrative unit responsible for the management of the training placements

The processing of the execution of the collaboration agreement shall be the responsibility of the Corporate Cooperation Service and Employment Promotion of the University of Malaga.

FOURTH.- Duration and extension

The duration for extra-curricular placements per degree shall be a minimum of 2 months (unless these are a continuation of the curricular modality, in which case the total duration shall be a minimum of 3 months), and may not exceed fifty per cent of the academic year or 6 months, which duration may be extended for a justified reason upon prior authorisation by the university, up to a maximum duration of 9 months.

FIFTH.- Selection of the students

The Corporate Cooperation Service and Employment Promotion may select the candidates at the petition of the company/institution or make a preliminary selection of the students and the company/institution may carry out the final selection. The criteria for the selection or preliminary selection done by the University shall be governed by the academic record and suitability of the CV of the candidate for the line of work and profile described in the offer. The company may choose other selection criteria that shall be described in the offer, always respecting the principles of transparency, publication and equal opportunities.

FIFTH.- Study grant

The company/institution shall pay the student selected on a monthly basis the amount specified in each training placement offer as study grant or scholarship, which minimum amount shall be EUR 360.

SIXTH.- Insurance

Trainee students who receive a financial contribution, in whatever form, shall be considered to be similar to employees, for the inclusion in the Social Security General System, pursuant to the provisions in Royal Decree 1493/2011, of 24 October, regulating the terms and conditions for the inclusion in the Social Security General System of participants in training programmes.

SEVENTH.- Acknowledgement

This training may be acknowledged by means of credits pursuant to the provisions in the relevant curriculums and the procedure



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established in the regulations of the University.