



UNIVERSIDAD  
DE MÁLAGA



## Memorandum of understanding for developing an Internship Programme

between

Universidad de Málaga  
Av. de Cervantes, 2  
29016 Málaga  
Spain

- hereinafter also referred to as "Universidad de Málaga" -

and

EDAG Production Solutions GmbH & Co. KG  
Reesbergstraße 1  
36039 Fulda  
Germany

- hereinafter also referred to as "EDAG PS" –

- hereinafter to be referred to jointly as "the parties" -

The parties do hereby agree as follows:

### 1. Object

This Agreement, which all parties declare they have read and approved, governs the relationship between the parties and establishes the terms and conditions under which the placement of students shall take place. This document defines the rights and obligations associated with their participation in the above Internship programme.

The purpose of this agreement is to encourage the incorporation of students from the Universidad de Málaga to participate in internships at EDAG PS, as well as to increase the sharing of knowledge between both institutions.

This Agreement replaces the "Memorandum of understanding for developing an Internship Programme" concluded by the parties on Feb. 11<sup>th</sup> 2015.

### 2. Period of Agreement

This Agreement will come into force on the date of its signature by both parties. The duration of this Agreement will be valid for the period of three years. It may be extended tacitly for another year provided that none of the parties gives notice of its termination in writing at least six months before the date of renewal.



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### **3. Initiation of exchange**

Each placement under the terms of this Agreement will be initiated with the signature of a customised Training Agreement between the Universidad de Málaga and the University of Fulda (including the programme of the placement and the recognition arrangements for each student involved in the placement) and the signature of a training contract between the student and EDAG PS.

### **4. Duration of the placement**

The training placement will last a minimum of a year and a half (or as long as may be mutually agreed by the parties in the "Training Agreement").

Students will be expected to work on the placement tasks for the number of hours established for training placements in the national legislation.

EDAG PS will notify the Universidad de Málaga of the timetable, objectives and duration of internships and the department or service where student interns will develop their activities.

The Universidad de Málaga will give full recognition to the students for satisfactorily completed activities specified in the Training Agreement.

### **5. Conditions of placement**

The internships contemplated in this Agreement will be regarded as an academic activity. Students chosen within the framework of this programme will have a tutor both at the Universidad de Málaga and at EDAG PS. Both tutors will assign to students tasks that they should carry out during their internship, helping them to the best of their abilities and assessing their work. The Universidad de Málaga and EDAG PS will designate the aforementioned tutors at the beginning of the placement.

There will be close communication by e-mail or web meeting between both tutors and the selected student/s.

### **6. General Requirements**

Students of the Universidad de Málaga that meet each and every one of the following requirements can participate in this programme:

- Be enrolled at the Universidad de Málaga, both at the time of application, and for the duration of the training contract with EDAG PS, leading to a university Bachelor's degree in
  - o Software Engineering,
  - o Computer Science,
  - o Electronic, Robotic and Mechatronic Engineering
  
- Have completed a minimum of sixty credits (or a course, in the case of unstructured curriculum credits, or the number of credits equal to that for the



first year of the degree course, if that consists of less than 60 credits) for one the degrees referred to in the previous section.

- Documentary proof of knowledge of the language at a minimum level of A2 in English and German according to the Common European Framework at the point of time when the training contract between EDAG PS and the student is signed. The aforementioned language skills can be verified by a certificate of a language school acknowledged by the Universidad de Málaga.
- Commitment to participate in practices duly completed and signed by EDAG PS, and with the approval of the Coordinator of the "Higher Technical School of Computer Engineering" or the " Faculty of Industrial Engineering" at the Universidad de Málaga at which the student is enrolled.

The Universidad de Málaga will pre-select the candidates on the basis of their transcript of records, language ability and profiles, according to the offers published. EDAG PS will participate in the final selection of candidates through interviews by representatives of the Specialized Department of Business and Human Resources. EDAG PS has the final right of decision if and which student is offered a training contract.

## **7. Specific requirements**

EDAG PS should draw up a contract or equivalent document for the placement in accordance with the requirements of the national legislation (training contract).

## **8. Obligations of the Universidad de Málaga**

The Universidad de Málaga will:

- Recruit, select and offer a pre-programme orientation to the students.
- Take the measures necessary for the preparation, implementation and efficient operation of the placement referred to in this MoU.
- Ensure that all measures have been taken to cover the student for insurance/assistance and civil responsibility and finance this insurance/assistance cover during the placement.
- Appoint a mentor to supervise and monitor the training progress.
- Guarantee with the appropriate insurance the full cover during the travel and stay of the student.
- Inform EDAG PS about the publication of the selection process.
- Give academic recognition in accordance with the training agreement and commitment to quality for student placements signed by the respective coordinator of the "Higher Technical School of Computer Engineering" or the "Faculty of Industrial Engineering" of the Universidad de Málaga, the EDAG PS tutor and the student.



## 9. Obligations of EDAG PS

For the avoidance of doubt, the parties agree that, due to this memorandum of understanding, EDAG PS is not obliged to sign contracts with specific students.

If EDAG PS has selected a student, the following points will be applied:

- Sign the Training Contract for each student before the training placement begins.
- Take the measures necessary for the preparation, implementation and efficient operation of the placement referred to in this MoU.
- Monitor, mentor & counsel students during their internships.
- Ensure that employer's and – if provided for by statute – employee's contribution to the following insurances is paid in accordance with national legislation: occupational accident insurance, health insurance, pension insurance, nursing care insurance and unemployment insurance. EDAG PS is not obliged to cover or finance any further insurances not provided for by statute in favour of the student.
- Evaluate students' achievements & collaborate in the dissemination of the final thesis.
- Ensure that the tasks carried out by students during the established duration of their internships are related to their subjects and academic qualifications.
- Issue the final certification for each student.
- Pay a financial remuneration to the student: 12,85 monthly payments as agreed upon in the training contract throughout the duration of the training contract.
- Provide the student with free accommodation in EDAG Gästehaus or a grant of €150/month with presentation of the rental agreement. In this case they will be supported in finding accommodation by the EDAG Facility Management.
- Provide the student with the departure flight at the beginning of the validity of the training contract, and the return flight at the end of the training contract.
- Pay for the student's enrolment at the University of Fulda.
- Take on the student with a contract of indefinite duration, with a minimum requirement of two years, at the end of the training contract. If the student does not work for EDAG PS for a minimum of two years, the financial remuneration, the rent allowance as well as enrolment fees born by EDAG PS will have to be refunded by the student.

EDAG PS will draw up two reports during the placement period to provide academic recognition to students, and send these reports to the Universidad de Málaga as follows:

- The first report should be sent at the end of the second month of the placement.
- A final report shall be sent one month after the end of the placement, together with the certificate of placement.

Each report shall include the duration of the placement, the tasks performed by the student, any incidents or comments regarding the student.



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### 10. Termination of the MoU

In the event of failure by one of the contracting parties to perform any of the obligations arising from this MoU, and regardless of the consequences provided for under the applicable law, the other party is legally entitled to terminate or cancel this MoU without any further legal formality where no action is taken by the parties within one month of receiving notification by registered letter.

### 11. Amendments or additions to the MoU

Amendments to this Agreement may be made only by codicil signed on behalf of each of the parties by the signatories to this Agreement.

### 12. Jurisdiction clause

Where no amicable agreement can be reached, the defendant's court shall have sole jurisdiction in any disputes between the contracting parties concerning this Agreement.

The applicable law to this MoU is the law of the defendant.

This agreement comprises two copies for each institution signed by the legal representative of both institutions.

### 13. Clause on preference of English language

The present agreement is extended in two copies and to a single effect, duly translated, each one of those in the respective languages: English and Spanish. In the case of any doubt in the translation and literal interpretation of the texts, the English language will be preferred in its diction or linguistic construction.

05 Dic. 2018

Málaga, \_\_\_\_\_ 2018

Universidad de Málaga  
El Vicefactor de Política Institucional  
Juan Antonio García Galindo  
Resolución de 07/03/2018  
BOJA nº 65 (07/04/2016)

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José Ángel Narvárez Bueno  
Rector

05. NOV. 2018

Fulda, \_\_\_\_\_ 2018

EDAG Production Solutions  
GmbH & Co. KG

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Rainer Wittich  
Vorsitzender der Geschäftsführung

\_\_\_\_\_  
ppa. Andreas Friedrich  
Bereichsleiter Realisierungsengineering