**EDUCATIONAL COOPERATION AGREEMENT BETWEEN THE UNIVERSITY OF LEÓN AND [THE CORPORATE NAME OF THE COLLABORATING ORGANISATION] FOR THE COMPLETION OF EXTERNAL PLACEMENTS BY STUDENTS OF THE UNIVERSITY OF LEÓN**

## GATHERED

On one hand, **Dña. Ana Isabel García Pérez**, the Vice-rector for Students and Employment, a post to which she was appointed by the Rector through the Resolution passed on 10th September 2020 and whose powers have been allocated for this purpose by virtue of the Resolution of the Rector of the University of León passed on 13th March 2023 (BOCyL 20-03-2023), acting on behalf of the University of León by virtue of the authority conferred by article 50 of the Organic Law 2/2023 of 22nd March concerning the University System, and article 78 of the Statutes of the University of León approved by the Council of Castilla y León in agreement 243/2003 of 23rd October, ofregistered address Facultad de Veterinaria Avenue No 25, León, and C.I.F No Q2432001B.

On the other D/Dª. , with NIF , legal representative ,

on behalf of , CIF

with a registered office in

Both parties, as represented, acknowledge one another’s legal capacity to sign this agreement and

## PROPOSE

**ONE:** That it is the will of the parties to collaborate in the practical training of students through external academic placements with the objective of contributing to the comprehensive training of the students of the University of León, complementing the knowledge acquired in their academic training and fostering the acquisition of skills that will prepare them for their professional careers, by learning about how a business or institution functions day-to-day, their methods of working and their organisational structures.

**TWO:** That in accordance with Royal Decree 592/2014, of 11th July, 2014, which regulates external academic placements for university students, Universities and, where appropriate, the organisations managing the placements to which they are linked, will sign Educational Cooperation Agreements with the organisations they plan to collaborate with and will, furthermore, ensure that these are accessible to students with disabilities by providing the necessary human resources, materials, and technologies to guarantee equality of opportunities.

**THREE**: That the applicable law is Law 40/2015, of 1st October, concerning the Legal Regime of the Public Sector. Published in: BOE no. 236 of 2nd October 2015, General provisions, principles of action and functioning of the public sector, in Chapter VI concerning agreements.

Also applicable are the University of León’s regulations governing external academic placements, agreed by the Governing Council in its session of October 2014.

## CLAUSES

1. **PURPOSE:** The purpose of this agreement is to regulate the conditions under which students at the University of León complete academic placements as part of their education provided by the University of León, both in its proprietary courses and those with state recognition. This agreement covers all the placements that students at the University of León may undertake in any of the centres, services, subsidiaries etc. directly dependent on the signatory Collaborating Organisation whether or not they have the same legal identity.

The specific conditions of each placement covered by this agreement are set out in Annex I, which appears at the end of this agreement.

1. **DURATION OF PLACEMENTS:** The duration of curricular external placements will be established in the corresponding study plan while the duration of extracurricular external placements will be determined in the University of León's regulations governing external academic placements.
2. **TRAINING PROGRAMME (PLACEMENT DETAILS):** The collaboration provided for in this agreement will take the form of one training placement per student and will be formalised as per Annex I at the end of this agreement which will be signed by the designated person from the academic centre responsible for the relevant degree, the student involved and the designated person from the Collaborating Organisation. Annexe I will detail the specific conditions of the placement (Start and end dates, schedule, placement and the specific content of the placement), the student's personal identification data, as well as the tasks, activities and educational objectives that will be established considering the general and/or specific skills that the student must develop.
3. **PLACEMENT SUPERVISION:** Both the Collaborating Organisation and the University of León will each appoint a tutor responsible for the student on placement to act, respectively, as the student’s professional tutor and their academic tutor.
4. **RIGHTS OF STUDENTS ON PLACEMENT:** During their external academic placements, the student will be accorded the rights and must comply with the duties established in Royal Decree 592/2014. The student’s relationship with the Collaborating Organisation will be exclusively educational, and it will not under any circumstances lead to any legal or employment relationship nor should students enter into any commitments with the Collaborating Organisation other than those stipulated in the present agreement.

In the absence of an employment relationship, the student will not benefit from the rights or obligations of an employment contract, such as the right to holidays.

1. **FINANCIAL SUPPORT OR STUDY GRANT:** Given the exclusively educational nature of these external placements, it would be in violation of existing laws were any commercial, civil, or employment contracts to be established between the Collaborating Organisation and the student. As a result, the Collaborating Organisation is not obliged to provide any financial compensation.

Where a placement involves a financial endowment in the form of a scholarship or study grant, the payment of the same will correspond, in general, to the Collaborating Organisation, unless otherwise agreed in the relevant grant scheme or placement program.

The training programme will include details of the amount paid, form of payment, and the source of payment in accordance with the terms and conditions of the placement application of training programme.

1. **DATA PROTECTION:** All parties undertake to use the personal data derived from the execution of the present agreement with confidentiality and to process them in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016, concerning the protection of natural persons with respect to the processing of personal data and on the circulation of such data, repealing Directive 95/46/EC (General Data Protection Regulation); Organic Law 3/2018 of 5th December on the Protection of Personal Data and Guarantee of Digital Rights; as well as the protections provided in the rest of the current regulations concerning the protection of personal data.

Likewise, all parties undertake to adopt the necessary technical and organisational measures to guarantee the security of personal data and prevent their alteration, loss and unauthorised access or processing.

Persons whose data is subject to processing may exercise the rights set out in the General Data Protection Regulations before the following bodies:

- Data Protection Officer of the ULE: contact via e-mail address dpd@unileon.es

- (Person responsible for the processing of personal data or, where applicable, Data Protection Officer of the other party, or in their absence, the person who signs the present agreement, and email address)

1. **INTELLECTUAL PROPERTY:** Where the placement completed results in a product subject to intellectual property rights, unless specifically agreed between the different parties (University, Student and the Collaborating Organisation), the provisions of current legislation will apply.
2. **CONFIDENTIALITY:** The placement student is under the obligation to maintain professional secrecy regarding any internal information belonging to the Collaborating Organisation to which s/he has access during her/his stay and after said placement has concluded. The Collaborating Organisation may request that the placement student sign a non-disclosure agreement.

### **THE COLLABORATING ENTITY UNDERTAKES TO:**

* + Submit to the University of León or any of its Centres, when it deems it convenient and without this implying a contractual obligation, any placement offers considered appropriate, specifying the number and duration of placements available, the qualifications required, the nature of the placement to be completed and, if applicable, the financial support that participating students will receive.
  + Provide students with the necessary tools to carry out the tasks entrusted to them as part of their placement.
  + Appoint a professional tutor responsible for the placement who, together with the academic tutor appointed by the University of León, will supervise and monitor student progress throughout the placement.
  + Issue, and forward to the academic tutor, a final report, and where appropriate, intermediate supervision reports, with explicit mention of the activity carried out, its duration and, where appropriate, an assessment of the student’s performance.
  + Ensure that the placement student is informed of, trained in, and complies fully with the health and safety measures established for the placement by the Collaborating Organisation.
  + The Collaborating Organisation will be responsible for registering the placement student in the General Social Security Scheme and paying the corresponding contributions in accordance with the provisions of the Revised Text of the General Social Law as amended by Royal Decree-Law 2/2023, of 16th March and/or other regulations that may be applicable at any given time.

For the purposes of verification, \_\_\_\_\_\_\_\_\_\_\_\_ (Organisation, company or institution) is obliged to inform the University of León that such registration and deregistration has taken place.

### **THE UNIVERSITY OF LEÓN UNDERTAKES TO:**

* + Make a prior selection of the candidates to be put forward for external placements.
  + Appoint an academic tutor responsible for the placement, who will coordinate said placement together with the professional tutor appointed by the Collaborating Organisation.
  + Take out the proper insurance policies covering civil liability for the protection of students completing external placements under this agreement.
  + Issue an accrediting document at the end of the students' placement period.
  + To recognize the work carried out by the Collaborating Organisation’s professional tutors, in accordance with the University of León’s regulations governing external academic placements.

1. **ACCEPTANCE OF THE REGULATIONS:** The signing of an external placement agreement implies acceptance of the content of the University of León's regulations governing external academic placements.
2. **DURATION OF THE AGREEMENT:** The present cooperation agreement shall take effect from the date of its signature and shall have a duration of four years, with the possibility of an express extension, before the expiry of the term, for a further four years.

The extension shall be formalized in writing by means of an addendum to the present agreement, made three months before the end of its term of validity. The total duration of the present agreement, including any extension, shall in no case exceed eight years. This agreement cancels any others that have been signed for the same or similar purposes as the present agreement. On the date of signing the present agreement, should there be any placement program currently running under agreements cancelled by the present agreement, the commitments undertaken prior to cancellation will be maintained until the end of these placements.

1. **CAUSES OF RESOLUTION.**

This agreement shall be terminated:

* + By mutual agreement between parties
  + Due to expiry of the term of the agreement or its extension, if applicable.
  + In any case, 8 years after the date of its signature.
  + At the request of one of the parties, where notice of termination must be submitted explicitly and reliably a minimum of three months in advance.
  + Due to the supervening impossibility of fulfilling the aims of the agreement.
  + Due to a serious breach of the obligations established in this agreement by one of the parties.

Notwithstanding, and to whatever extent possible, both parties, in the event of a resolution, undertake that activities in progress will be completed within the agreed period of the placement.

1. **SUPERVISION OF THE AGREEMENT:** A Supervisory Committee will be set up, comprising representatives from each of the signatory entities, to ensure the proper execution of the activities provided for in this agreement and to resolve any issues that may arise as a result thereof.

**16. LIQUIDATION**

Completion of and, indeed, the termination of the agreement will lead to its liquidation to determine the obligations and commitments of each of the parties as stipulated in Article 52 of Law 40/2015. Should circumstances arise leading to the termination of the agreement, if activities are in progress, at the discretion of those responsible for supervising the agreement, the parties may agree on the continuation and completion of said activities, as they consider appropriate and establishing a non-extendable period for their completion, after which they must be liquidated.

**17**. **NATURE OF THE AGREEMENT**

This agreement is excluded from the Public Sector Contracts Act, in accordance with the provisions of article 6 of Law 9/2017, of 8th November, and is administrative in nature, the resolution of questions of litigation arising from it coming under the remit of Contentious-Administrative Jurisdiction.

Both parties being in agreement with the content of this document, and for the record and as proof of its approval, both parties sign this agreement, it being understood that the day of its formal commencement is that on which it is signed by the last of the signatories.

**18. SIGNING THE ANNEXE**

The parties agree that the electronic signature found in Annexe I of the Educational Cooperation Agreement will be considered to have the same validity as the handwritten or digital signature when used on any of the modalities permitted on the University of León’s external placements platform.

Signed:

And the parties being in agreement, sign this document in duplicate in León on the date of electronic signature

By the **UNIVERSITY OF LEÓN**

By

Signed: Ana I. García Pérez

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