

INDIVIDUAL AGREEMENT FOR ACADEMIC TRAINEESHIPS



/ 26

Between

Valencia, on the date of signature

The **Polytechnic University of Valencia**, hereinafter UPV, with Id Nr. Q4618002B, created with university rank under Decree 495/1971, of March 11 (BOE of March 26, 1971), located in the Camino de Vera, s/n of Valencia (Spain), and in his name and representation Mrs. Elena de la Poza Plaza, Vice-Rector for Employment, Lifelong Learning and Languages, acting in the name and representation of this body, with sufficient powers for the celebration of this act, under the Agreement of the 27th of April 2023, of the Governing Council of the Polytechnic University of Valencia, by which certain competences in terms of agreements are delegated to different unipersonal bodies of the Polytechnic University of Valencia (DOGV núm. 9589 de 05.05.2023), in accordance with the provisions of Articles 9 and 10 of Law 40/2015, of 1 October, Legal System of the Public Sector.

Cooperating Entity —						
Name: Name of the Entity, Co	mpany or Institucio	n				
ld. No:	Economic sector: Economic activity of the Entity					
Address:				Type:		
City:	Region:	Post C	ode:	Country:		
Telephone:	E-mail:					
As representative, on its behalf:						
NIF/NIE:	Position:					
Student ————						
Mr./Mrs.: Name and surname of the student					NIF/NIE:	
Degree: Degree of the student						
Faculty: School or Faculty where	e the student is enroll	led				
Tutors —						
UPV Tutor: Name and surname UPV Department:	e of the academic tu	utor (professor at the Ul	PV)		NIF/NIE:	
Cooperating Entity Tutor: Name E-mail:	and surname of the	e tutor in the Entity Position:			NIF/NIE:	
Particular Conditions. Tra	ining Programme					
Type: Type of traineeship (*) I am enrolled in credits of cu	Start Date:	End Date:	1	otal Hours:		
The student will receive the qua follow the legal framework acco		s/month as studies grant ecurity System.	, paid by coop	erating entity, \	who will be obliged to	
Additionally, the student will rec	eive a co-financing ar	mount of € gross/r	nonth, contribu	ted by the co-fir	nancing entity.	
Educational objectives and actistudies.	vities to be carried o	out. The content of the tra	aineeship shou	ıld be directly re	lated to the student's	
The traineeship will mainly be care (full address):	arried out in the coun	itry:	Region:			
Expected procedure of follow-up	o and monitoring of th	ne student by the coopera	ating entity (If n	ecessary, attach	documentation):	

General Conditions

- 1. Apply to this educational cooperation agreement the Spanish "Real Decreto 592/2014, de 11 de julio, por el que se regulan las prácticas académicas externas de los estudiantes universitarios", and other current Spanish regulations related to academic traineeships as well as those of the country in which the traineeship is carried out, the regulations approved by the Governing Council of the UPV and the specific regulations of the Student's Teaching Center. In terms of Social Security, this agreement is ruled be the Spanish "disposición adicional 52ª del Real Decreto-ley 2/2023, de 16 de marzo, de medidas urgentes para la ampliación de derechos de los pensionistas, la reducción de la brecha de género y el establecimiento de un nuevo marco de sostenibilidad del sistema público de pensiones", where it is stated that the company or institution that makes the economic consideration effective is the only responsible for the procedures and payment for the registration of the Student at the Social Security System, and in the case of unpaid internships, the host entity is responsible for the procedures and payment for the registration of the Student at the Social Security System.
- 2. The student will be subject to set procedures and working hours. The cooperating entity will facilitate the participation of the student in any academic activities and of representation wherby his/her attendance is mandatory, as well as in any necessary medical visit.
- 3. The tutors will ensure that the student's training, the fulfillment of his/her training programme and the applicable regulations on traineeships are fulfilled and followed.
- 4. The academic recognition of the practice will be carried out in accordance with the regulations and procedures established by the UPV.
- 5. This agreement will not generate any employment relationship between the student and the cooperating entity. In the case of being hired by the cooperating entity at the completion of the traineeship, the student cannot claim the duration of the stay for the purpose of seniority, or to exempt themselves from the trial period.
- 6. The parties undertake to elaborate the certificates and reports that stablishes the regulations that governs the present agreement.
- 7. For traineeships carried out in Spain, the UPV subscribes a policy of work accidents and civil liability for the student. For traineeships abroad, the student must submit, together with this agreement, a document certifying that the student is the insured of a policy with the minimum conditions established by the UPV in terms of traineeships.
- 8. The student will be responsible for carrying out all the necessary procedures to obtain the visa and the immigration documents that enable him to legally stay in the country where he/she will carry his/her traineeship.
- 9. The student will request express official authorization from the tutor of the cooperating entity for the use of information of the same. Likewise, it is incumbent upon you to keep professional secrecy to both tutors.
- 10. The student, as intellectual author of the results of activities carried out in traineeships, may transfer them to the cooperating entity under the conditions established in writing between the two parties in accordance with current legislation.
- 11. In terms of health and safety risks, the cooperating entity will provide the student with adequate information, equipment and means of protection.
- 12. At any time during the traineeship, if duly justified, this agreement may be cancelled at the initiative of either party. In regards to this, it will also be of application art. 51 of Law 40/2015, of 1st. October.
- 13. You are informed that the Universitat Politècnica de València will process your data for administrative and academic management, coordination and evaluation of the traineeships. You can exercise your personal rights of access, rectification, erasure, restriction, objection through electronic or physical means specified in the additional information of the treatment. You can see all the information on the treatment through the following link:: https://www.upv.es/entidades/sie/politica-de-privacidad-del-sie/
- 14. In the event that the Bachelor's Degree Final Project (TFG) or Master's Degree Final Project (TFM) is carried out during these internships, the provisions of the Regulations for TFG or TFM of the Universitat Politècnica de València, approved by the Governing Council in a session of July 21, 2022, must be complied with. Therefore, in addition to the aforementioned obligations, the parties must comply with the following:
- i. The authorship of all participants in the different tasks carried out in the preparation of the TFG or TFM will always be respected.
- ii. The student does not acquire any commitment to obtain results in relation to these internships, without prejudice to the completion of the TFG or TFM. If there are any, national legislation regarding the recognition and protection of intellectual property must be taken into account.
- iii. The content of the TFG or TFM must have a specific relationship with the internships' tasks developed, and direct link with the studies completed
- 15. This agreement is of a legal-administrative nature (art. 47.2. a and c of Spanish Law 40/2015, of October 1, on the Legal Regime of the Public Sector). Any litigious issues that may arise between the parties must be resolved by mutual agreement of the parties. If this is not possible, they will be subject to knowledge and jurisdiction of the Spanish contentious-administrative Courts.

In compliance with the foregoing, the parties sign this agreement and for one sole purpose, at the place and date indicated in the heading.

Student

[Name and Surname]

Universitat Politècnica de València

Vice-rector for Employment, Lifelong Learning and Language



Elena de la Poza Plaza (By deleg. Governing Council)

[Name and Surname]

Cooperating Entity

Co-financing Entity

[Name and Surname]

UPV Tutor

[Name and Surname]

The PhD of the UPV, positively values the training plan proposed for the student, which is in accordance with the studies he/she studies and undertakes to follow up and evaluate the practice according to current traineeships regulations.

The tutor of the cooperating entity undertakes to carry out the follow-up and later assessment of the traineeship, according to the proposed training programme and current traineeships regulations.

Cooperating Entity Tutor

[Name and Surname]