

**COOPERATION AGREEMENT BETWEEN THE
UNIVERSITY OF HUELVA AND NEW YORK HABITAT VLF, FOR THE WORK
PLACEMENT OF UNDERGRADUATE AND GRADUATE STUDENTS**

En Huelva, 25 de abril de 2024

BETWEEN

Of the first part, Mrs María Peña Guerrero, Chancellor of the University of Huelva, with Fiscal ID Number (C.I.F.) Q 7150008F, appointed by decree 171/2021 of 25 May (B.O.J.A. Official Gazette of the Region of Andalucía, number 101 of 28 May), and acting in accordance with the powers invested in her following article 20 of Organic Law 6/2001, of 21 December of Universities (B.O.E. Official Spanish Gazette, number 307 of 24 December 2001) and article 31.n) of the Statutes of the University of Huelva, approved by decree 232/2011 of 12 July (Official Gazette of the Region of Andalucía number 147 of 28 July 2011), modified by decree 35/2018 of 6 February (Official Gazette of the Region of Andalucía number 30 of 12 February 2018)

Of the second part, Mr/Mrs Marie Jezequel , acting as CEO New York Habitat VLF, Inc, with Fiscal ID Number EXT432777613, hereinafter the Collaborating Entity, and on whose behalf he/she is acting, with registered address at 31 West 34th Street, Suite 8144, New York 10001, NY, USA, 10001, NY, NY.

They act as such and within the scope of their powers of representation, they mutually acknowledge that they have sufficient legal capacity to conclude this agreement, and

STATE

That it is the wish of both parties to cooperate in the practical training of university students, the aim of this being to allow these students to put into practice and complement their academic knowledge, contributing thus to the acquisition of competences that will prepare them for the performance of professional activities, facilitate their employability and enhance their entrepreneurial abilities.

That, according to Royal Decree 592/2014 of 11 July, which regulates external academic work placements of university students, to Royal Decree 822/2021 of 28 September establishes the organization of university education and the procedure for ensuring its quality, and to the Regulations on external academic work placements by the University of Huelva, universities and where appropriate, the entities responsible for work placements linked to these universities will conclude Educational Cooperation Agreements with the collaborating entities provided. Likewise, they will encourage that these entities are accessible for the work placement of students with disabilities, providing the necessary human, material and technological resources that will guarantee equal opportunities. Work placements will take place within the framework established by Royal Decree 1493/2011, of 24 October, which sets out the terms and conditions for the inclusion in the General System of the Social Security of the persons taking part in training programmes. Likewise, it is also applicable the twenty fifth additional provision of Royal Decree Law 8/2014, of 4 July, on the approval of urgent measures for the growth, competitiveness and efficiency (Official Spanish Gazette of 5 July).

Consequently, they have decided to conclude this Cooperation Agreement in accordance with the following

ARTICLES

FIRST. The agreement shall apply to academic work placements external, curricular and extracurricular, at the COLLABORATING ENTITY, of those students enrolled in any studies provided by the University or by the centres attached to the University themselves. It shall apply in the terms included in the internal rules on work placements by the University of Huelva and in the syllabus of the corresponding studies.

SECOND. The strands of work to be performed by university students must state the educational aims and the activities to be carried out. Likewise, the contents of the work placement will be stated so that they guarantee the direct relation of the competences to be acquired with the studies taken.

THIRD. Every year at the beginning of each academic year and in the case of curricular work placements, the COLLABORATING ENTITY shall determine the number of students who will benefit from work placements. This number shall be indicated in the corresponding annex. The placement length and the student's academic profile will be those stated in the syllabus, and will be included in the corresponding annex.

FOURTH. In the case of extracurricular work placements, the number, profile, length, amount and training plan will be expressly determined by the COLLABORATING ENTITY by any means that provides a record of it. This should be stated in the resolution.

Students will be selected taking into account both the training programme subject of the work placement and the profile stated in the offer, from those included in the database created to this effect by the university.

FIFTH. In the case of curricular work placements, the COLLABORATING ENTITY is under no obligation to make any economic contribution as aid package or help for studies or expenses for administration costs. Nonetheless, it may on its own accord, stipulate the granting to the student of a certain amount as aid package or help for his/her studies.

In the case of extracurricular work placements, the COLLABORATING ENTITY offering the work placements will pay the student monthly the amount stipulated in the corresponding offer, as aid package or help for his/her studies, by any means that provides a record of it. The collaborating entity will likewise pay the University of Huelva management, administration and liability insurance fees as sponsorship which will be approved annually by the corresponding Vice Rectorate.

In the case of unpaid curricular training practices, compliance with Social Security obligations, in accordance with the possibility established in the Fifty-Second Additional Provision of the consolidated text of the General Social Security Law, set forth in Royal Legislative Decree 2/2023, of March 16, compliance with Social Security obligations shall be the responsibility of the University of Huelva. For this purpose, the entity must provide full collaboration with the University of Huelva.

SIXTH. The leave policy will have been set out in the Regulations on external academic work placements by the University of Huelva. These policies must include the rules that allow students to fulfil their academic, training and representation and participation activities. Likewise, and when it comes to students with disabilities, to reconcile the performance of their work placement tasks with those personal activities and situations which result from or are linked to their own disability, provided advance notice to the collaborating entity has been given in sufficient time.

Apart from that, the internal regulations and the custom proper to the collaborating entity will apply.



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SEVENTH. The COLLABORATING ENTITY will be subject to those obligations set out in article 21 of the Rules on External Work Placements by the University, and will have those rights stated in article 20 of the said Rules.

EIGHTH. The UNIVERSITY will be subject to those obligations set out in article 22 of the Rules on External Academic Work Placements by the University.

NINTH. In the course of their external academic work placements, STUDENTS will be subject to those obligations set out in article 24 of the Rules on External Academic Work Placements by the University, and will have those rights stated in article 23 of the said Rules.

TENTH. Students will be covered, in the event of an accident, illness or family misfortune by the Student Insurance, in the terms and conditions established the the current legislation. In the case of students over 28 years of age, they must take out an accident insurance the cost of wich should be borne by themselves, and provide a copy of this insurance prior to the begining of the work placement. Also, civil liability towards third parties incurred by students on work placements is covered by the insurance policy the University of Huelva must take out to that effect.

Regarding extracurricular work placements, Royal Decree 1493/2011 of 24 October on the terms and conditions of inclusion in the General Social Security System of those persons taking part in training programmes, shall apply. In the case of paid curricular work placements, Royal Decree Law 8/2014 shall apply.

ELEVENTH. Under no circumstances will those benefiting from work placements have any kind of links or employment relationships, contractual or statutory whatsoever with the UNIVERSITY OF HUELVA or the collaborating entity where the work placements will take place.

TWELFTH. Work placements length will be as follows:

a) The length of external curricular work placements will be indicated by the corresponding syllabus, in the terms set out by article 12.6 of Royal Decree 822/2021 of 28 September.

b) Extracurricular work placements account taken of the possible performance of prior or post curricular work placements, will have a minimum length of 2 months and a maximum length not exceeding fifty per cent of the academic year, the maximum being 6 months. They will ensure the correct development and participation in academic activities of students.

c) The working hours for the work placements will be set out according to each work placement characteristics and the collaborating entity availability, and will be indicated in the corresponding Annex. As a general rule, the work placement will consist of a maximum of 5 hours per day and of 100 hours per month overall. Any exceptions to the length of the work placement different to that set out will require appropriate justification by the company, the agreement by the student and the express authorisation by the corresponding Vice Deanship or Vice Rectorate. In any case, these working hours will be compatible with the academic, training and representation and participation activities in which the student takes part at university.

THIRTEENTH. Subscribing this agreement will not imply any other commitments than those already set out in the agreement itself.



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Por la Universidad

FOURTEENTH. A work placement will never imply the filling of a job vacancy. Except when a contract is drawn up under one of the existing legal modalities upon resignation of the work placement or once the work placement itself has come to an end, in which case the UNIVERSITY OF HUELVA will be notified of this situation.

In case a curricular or extracurricular work placement leads to a job placement, the collaborating entity to the best of its abilities, agrees to undertake this job placement by means of the University of Huelva employment agency.

FIFTEENTH. The UNIVERSITY OF HUELVA will supervise the functioning and development of work placements by means of the proper Vice Rectorate.

SIXTEENTH. In order to contribute to the good development of the training activities and when applicable, to facilitate the solution of any controversies and problems that may arise in the application of this agreement or in the development of the external work placement, an Agreement Monitoring Committee will be set up. This Committee will consist equally of representatives of the company and the University, with a maximum of four members. Its competencies covering the knowledge and solution of any possible conflicts that may arise in the development of this agreement or that of the external work placements that take place under this agreement. The Agreement Monitoring Committee called by the Vice Rectorate, will meet at the request of any of its members. In any case, they must meet to know in advance the reasons for the early termination of the external work placement.

Por la Empresa

SEVENTEENTH. In the course of their external academic work placement, students will have the right to both intellectual and industrial property in the terms set out by the regulatory laws on the matter.

EIGHTEENTH. Any change that substantially modifies which has been set out in this agreement will have to be unanimously agreed upon by the signing parties in order to be valid, and must be attached in writing to this agreement as an annex.

NINETEENTH. In case any of the parties involved in the work placement should believe a breach of the terms of the said work placement has taken place and before the possible termination of the work placement, the party or parties concerned commit themselves to give advance notice in sufficient time so as to be able to provide either a solution or the means of redress for the breach itself, without prejudice to the proper administrative or judicial procedures.

Regardless of the above, in case of breach of the conditions stated in this agreement, in the training programme to be developed by the student, in the obligations and duties of all parties involved set out in the Rules on external academic work placements by the University of Huelva or in the obligations and duties of all parties involved set out in Royal Decree 592/2014, of 11 July, which regulates external academic work placements of university students, this may lead to the termination of the work placement.

TWENTIETH. This agreement is valid for four years from the date it has been subscribed. It may be renewed unanimously for a maximum period of up to four additional years a month prior to the expiry of the agreed period. Either party may withdraw from this Agreement with written notice a month before the date they would like to terminate or to renew it.



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TWENTY FIRST. In accordance with article 50 of Law 40/2015 on the Legal Regime of the Public Administration (LRJSP), of 1 October, this agreement will include an explanatory report justifying the need and convenience, as well as the economic impact and the non contractual nature of the activity.

TWENTY SECOND. The University of Huelva commits itself to ensuring that the person or persons named as academic tutor or tutors of the placement agreed here by the collaborating entity and the university itself, will be acknowledged their activity by means of a document certifying their activity as the tutor of work placement students.

TWENTY THIRD. This agreement has an administrative nature and will be governed in its interpretation and development by the Administrative and Judicial System, with special submission of all parties to the Jurisdiction of the Administrative Courts.

TWENTY FOURTH. The parties undertake to process the personal data necessary for the execution of this agreement in accordance with the provisions of Regulation (EU) 2016/679, of the European Parliament and Council, of April 27th 2016, regarding the protection of individuals with regard to the processing of personal data and free movement of these data (RGPD) and in Organic Law 3/2018, of 5th December, on the Protection of Personal Data and Guarantee of Digital Rights (LOPDGDD).

For these purposes, the signatories of the agreement assume the position of responsible for the treatments that each one carries out within the framework of the execution of this agreement. The transfer of the personal data of the students by the UHU to the collaborating entity will be carried out by means of the communication of the appropriate, pertinent and necessary data for the exclusive purpose of managing the corresponding university practices. The collaborating entity undertakes not to process the data for another purpose without the consent of the interested party and not to transfer it to third parties without such prior consent, unless required by legal obligation.

The parties mutually exonerate each other from any liability that may be generated by the breach of the obligations derived from the personal data protection regulations by one of them.

FOR THE UNIVERSITY OF HUELVA

FOR THE COMPANY

CEO

DATOS PROTEGIDOS

Signed: Isabel M^a. Rodríguez García.

Signed: Marie Jezequel

Vice chancellor for Innovation and Employment

According to Rectoral Resolution No. 5/2024, dated January 31, which establishes the Substitution Regime for the Vice-Rector for Innovation and Employability, the substitution of responsibilities related to student internships and employability is assigned to Ms. Ángela Sierra Robles, ViceRector for Students.

Signed, ÁNGELA SIERRA ROBLES

Vice-Rector for Students

SUPPORTIVE REPORT

FIRST: Necessity and opportunity of the Agreement. This agreement addresses the need for the signatory universities to offer the possibility of carrying out external internships for their students, in accordance with art. 24 of Royal Decree 1791/2010, of December 30, which approves the University Student Statute.

In this sense, this Agreement is opportune so that the University of Huelva can allow the realization of external practices in companies, entities and institutions, in order to achieve a balance between the theoretical and practical training of the student, the acquisition of methodologies for professional development, and facilitate their future employability.

SECOND: Economic impact. No economic considerations are derived from the signing of this agreement, so its economic impact is nil.

THIRD: The signed document has no contractual nature or scope. On the contrary, in accordance with art. 47 of Law 40/2015, of October 1, on the Legal Regime of the Public Sector, is an administrative agreement in the strict sense, in which specific and enforceable legal commitments are formalized.