**STAFF** **TRAINING CONTRACT**

**THIS CONTRACT IS ENTERED INTO BY AND BETWEEN**

The Universitat Jaume I (“UJI”), with tax number Q-6250003-H and registered office at Avda. Vicent Sos Baynat s/n, 12071 Castelló de la Plana, Spain, and acting on its behalf, Professor José David Cabedo Semper, Vice-Rector for Innovation, Transfer and Scientific Dissemination of the said university, in accordance with the powers delegated to him as established in the resolution of the Rector dated May 24th 2022 approving the delegation of powers to the vice-rectors, the general secretary and the general manager (published in the DOGV, Official Journal of the Government of Valencia, on May 27th 2022), and

.............................. (the “Company”) with tax identity document number ....................., and registered offices at ....................................................................., constituted before Mr/Ms ......................., a notary of ………, on ............ , registered in the Mercantile Register of ........................... on ..................., represented by ....................................... , with identity document no. ................ , acting as .............................. , for which his/her powers of attorney were granted in a deed signed before Mr/Ms ........................., a notary of ................................, on … ……………. 2…….

The two representatives recognise each other's sufficient legal capacity, sign this contract on behalf of their respective institutions and, to that end, they

**STATE**

1. That the UJI is legally entitled to provide training outside what is strictly speaking its own institutional setting. To this end, the UJI may appoint any individuals within its organisation that it deems appropriate.

2. That the Company specialises in the .................... sector and is interested in the provision of those services.

3. That this contract is entered unto under the terms of article 60 of the Organic Law 2/2023, of March 22, of the University System, and other applicable legislation.

Now, therefore, both parties agree to the following

**CLAUSES**

**1. Object of the contract**

The object of this contract is the undertaking by the Department/Group/Institute ............................... of the UJI of course “...................................................” for the Company .......................... at the latter's request.

The course will be taught on the premises of ....................... in .................. and by the individuals designated by ...............

**2. Course contents**

The course shall cover the contents described in the Report (Appendix I) enclosed as an annex to this agreement and will be taught by the persons named therein .

**3. Duration and schedule**

The course shall take place from .................. to .................., with a duration of ........ hours and a timetable from ...... to ............... o'clock.

**4. Individuals responsible for execution of the contract**

The person responsible for the execution of the contract by the UJI will be Prof. Dr. ................................. (hereinafter “the Head Researcher”), affiliated to the Department of ......................., whose counterpart in the Company will be Mr/Ms ...........................

All notifications, requests or communications by the parties related to this agreement shall be made in writing to the following addresses:

|  |  |
| --- | --- |
| To the COMPANY | To the UJI |
|  |  |
| **For scientific-technical communications:** | **For scientific-technical communications:** |
| (Insert company name) | UNIVERSITAT JAUME I OF CASTELLÓ |
| Attn. | Department/Institute |
| Address | Attn. |
| Postcode | Address: |
|  | 12071 Castelló, Spain |
| Email: | Email: |
| Tel: | Tel: |
|  |  |
|  |  |
| **For other communications:** | **For other communications:** |
| (Insert company name) | UNIVERSITAT JAUME I OF CASTELLÓ |
|  | OCIT |
| Attn. | Attn. Ismael Rodrigo Martínez |
| Address: | Avenida Vicent Sos Baynat s/n |
|  | 12071 CASTELLÓ |
| Email: | Email: irodrigo@uji.es |
| Tel: | Tel: 964 387485 |
|  |  |
|  |  |
| **For financial issues:** | **For financial issues:** |
| Attn. | Attn. Ismael Rodrigo Martínez |
| Tel: | Tel: +34 964 387485 |
| Email: | Email: [irodrigo@uji.es](mailto:irodrigo@uji.es) |
| **Data Protection Officer:** | **Data Protection Officer:** |
|  | protecciondatos@uji.es |

**5. Certificates of agreement**

Every week, the individuals responsible at the Company and the UJI designated in the fourth clause will sign a certificate of agreement, containing the contents listed in Appendix II of this contract.

**6. Amount and conditions of payment**

In return for the services described, the Company undertakes to pay to the UJI the sum of ..................... euros and ..................... cents and (€ .........), payable as follows:

(Choose according to the term of the contract)

If the term of the contract is less than one year:

* 50% on the signing of the contract and the rest upon completion of the course.

If the term of the contract is one year:

* 40% on signing the contract.
* 30% six months after signing the contract.
* The remainder upon completion of the course.

If the term of the contract is longer than one year:

* 40% on signing of the contract.
* 40% in quarterly instalments of ................euros and ............. cents (€ ……….), payable in advance.
* 20% upon completion of the course.

**7. Method of payment**

The above amounts shall be paid into current account no. 2216091024 at the Banco Santander S.A. (Bank code: 0049, branch code: 4898, control digit: 90), | IBAN ES78 0049 4898 90 2216091024, at the branch at Carrer Major, 29, 12001 Castelló de la Plana, in the name of the UJI, against an invoice addressed to Mr/Ms ......................... of the Company ................................., payable within 30 days from the date of issue of the invoice.

Failure to make the payment within the deadline may be subject to the provisions of Spanish Law 15/2010 of 5 July, amending Law 3/2004 of 29 December, which establishes measures against late payment in commercial transactions, and the compensation for recovery costs stipulated in article 8 of the said Law.

**8. Course ownership**

The scientific and technological information used during the courses shall be considered as belonging to the UJI.

**9. Extension, amendment and termination of the contract**

This contract may be extended by express agreement of the parties, for the period of time and economic considerations that are established by agreement.

The parties may terminate or amend this contract in writing at any time and by mutual agreement.

If the agreed project is not completed for reasons attributable to the UJI, the contract shall be automatically terminated. In this case, the work carried out shall be evaluated and on payment of the amount determined by that evaluation, the Company shall receive a report from the UJI containing the results, which may be used under the conditions established in this contract.

Furthermore, if the Company wishes to unilaterally end the work before its completion, it must pay the UJI the value of the work already completed. In addition, the Company must reimburse the UJI for all the expenses that it has incurred or to which it is committed as a result of the course taking place up to that point, as well as any material purchased or which the UJI has made a commitment to purchase in order to provide the course, for which the Company is obliged to assume the cost. In return, the Company will receive a report from the UJI containing the results obtained until that point, which it will be able to use under the conditions established in this contract.

**10. Jurisdiction**

The Company and the UJI undertake to amicably resolve any disagreement which may arise during the application of this contract.

In case of conflict, both parties agree to accept the jurisdiction of the Courts of Castelló de la Plana, waiving any other jurisdiction to which they may be entitled.

**11. Occupational risk prevention**

Both parties undertake to comply with Royal Decree 171/2004, of 30 January, which implements Article 24 of Spanish Law 31/1995, of 8 November, on occupational risk prevention during the coordination of their business activities

* If the work is carried out at the UJI by UJI staff, it is considered to be a UJI-specific research activity. The following considerations must be taken into consideration:

- If samples of the Company’s materials are used in the research, the company must provide information regarding their toxic properties and the precautions to be taken when handling these materials (e.g. use of individual protection equipment).

- If the company’s equipment or machinery are used in the research, the company must provide information regarding their use and operation, such as instructions and precautions for their use.

* If the work is carried out at the UJI by company staff, the lecturer in charge must inform the Company staff of the risks and on the UJI's emergency measures (see the OPGM’s website) at

<https://www.uji.es/serveis/opgm/base/docum/procediments/inemex.pdf>

* If UJI staff carry out the work on the Company’s premises, the Company must inform these members of the UJI staff regarding the emergency measures set out in the Company’s Emergency Plan.

All the foregoing information must be provided in writing when the risks are considered to be high or very high.

**12. Personal data protection**

Issues concerning personal data protection shall be governed by the terms referred to in annex III.

In witness whereof, the parties sign two copies of this contract.

|  |  |
| --- | --- |
| FOR THE COMPANY | FOR THE UNIVERSITAT JAUME I |

|  |  |
| --- | --- |
| Mr/Ms .........................................  ………..……. ..... …………… 2024 | Mr José David Cabedo Semper  Castelló de la Plana, …… ................. 2024 |

**APPENDIX I**

**TRAINING COURSE REPORT**

**APPENDIX II**

**WEEKLY CERTIFICATE OF AGREEMENT**

Week from ........... to ............

|  |  |  |  |
| --- | --- | --- | --- |
| Lecturer | Subject | Time | Day |
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The training course has been taught at the time specified, pursuant to the provisions of the contract.

For the UJI For the Company

Signed ................ Signed ………………………

In ......................, on ………….. of ……………., …………….

APPENDIX III

The Parties undertake the commitment, in accordance with the relevant and applicable terms, to comply with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and other applicable provisions.

When personal data is processed by a third party on behalf of either of the signing parties/ any signing party, the processing carried out by the processor shall be governed by a contract or other legal act which connects the processor with the controller and includes the content provided by Article 28 (3) of the GDPR.

If the processor engages another processor to carry out certain processing activities on behalf of the controller, this second processor shall be subject to the same obligations, by means of a contract or other legal act, and the controller's prior written authorisation will be required.

When data is transferred to third countries on behalf of either of the signing parties/ any signing party or the processor, this data transfer can be carried out to a third country or an international organisation without the need for any authorisation if there is an adequacy decision which ensures an appropriate level of protection. If an adequacy decision is not made, a suitable safeguard must be provided in accordance with Article 46 of the GDPR, a binding corporate rule must be established following Article 47, or applicable exemptions, from among those defined in Article 49 of the GDPR, shall be considered.

Within the framework of this Agreement, if a third party is provided with personal data, the receiving party shall be responsible for the data processing and shall be authorised by the data subjects before starting the processing. The receiving party shall not disclose the data to third parties, unless it is necessary to fulfil the aims of the Agreement and provisions have been established for this purpose, or it has been required to do so by a competent authority, a judge or a court according to the law in force. In any other case, the receiving party shall be responsible for the new data processing and the request for consent to the data subject, if necessary.

The disclosing party ensures that the data transferred has been obtained legitimately and that the data subjects have been informed and, if necessary, their consent has been requested in order to carry out the communication or communications arising from the implementation of this agreement or contract. Furthermore, the disclosing party undertakes to notify the receiving party about any rectification or deletion of the data that has been requested by the data subjects, while the data is being processed by the receiving party in order to make them effective.