



WORK OFFER

Ref. No. ES-2020-7313

Employer Information

Employer:	ODEC	Website:	www.odec.es
	C/Vicent Macip 1	Location of placement:	Gandia (Valencia)
	46701 Gandia (Valencia) Spain	Number of employees:	210
Business or products	Computer data processing services	Working hours per week:	40.0
		Working hours per day:	8.0

Student Required

Field of study:	11-COMPUTER AND INFORMATION SCIENCES	Study level:	
Specialization:	11.0201;11.0202;11.0801;11.0802	Student status requirements:	not required
		Language required:	English Good

Other requirements:

Work Offered

Back-end and front-end programming
Data processing in customer satisfaction studies
Websites for online publication of results
International project for the automotive sector

Number of weeks offered:	8 - 12	Working environment:	Office work
Within the months:	01-MAY-2020 - 30-NOV-2020	Gross pay:	600 EUR / Month
Or within:	-	Deduction to be expected:	0
Company Closed within:	01-AUG-2020 - 31-AUG-2020	Payment method / time of first payment:	Bank Transfer / monthly
Latest possible start date:			

Accommodation

Lodging will be arranged by:	trainee with assistance of LC	Estimated cost of lodging:	300 EUR / Month
		Estimated cost of living incl. lodging:	500 EUR / Month

Additional Information

Nomination Information

Deadline for nomination:	15-MAR-2020
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Date:	20-APR-2020	On behalf of receiving country:	Santiago Rubio
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Dear IAESTE trainee,

We would like to congratulate you on having been accepted for a placement in Spain. We are looking forward to welcoming you to our country and hope you will have an enjoyable and successful stay.

Please find attached:

1. Acceptance note (the official standard acceptance papers of the IAESTE program).
2. Agreement signed by the employer and IAESTE Spain (to submit to the Spanish Consulate in case you need visa)
3. Invitation letter of IAESTE Spain with your address of accommodation- only for visa purposes- (to submit to the Spanish Consulate if visa required)
4. Trainee covenant
5. IAESTE Liability form

Please, complete and return following docs to your National IAESTE Office at the latest two weeks before your arrival to Spain:

- Acceptance note
- Trainee covenant
- IAESTE Liability form
- Copy of your insurance policy valid for the entire period of training
- Copy of your visa (if required) with NIE

Do not forget to register through <http://iaeste.es/trainees/> to get all the info about Events and summer weekends



VISAS

Foreign nationals who wish to travel to Spain must be in possession of a visa, unless they are citizens from European Union, Iceland, Liechtenstein, Norway or Switzerland.

Foreign nationals of the rest of countries should contact through the Spanish Consulate if needed to apply for a National visa

National visa

Long-Term Visas

These visas entitle their holders to reside, work, study or research in Spain. Procedures and conditions for issuing these visas can be found in Organic Law 4/2000 and in its Regulations, approved by Royal Decree 557/2011.

All foreigners wishing to enter Spain to reside, reside and work, or study, need to hold a visa of this kind, unless they are citizens of the European Union, Iceland, Liechtenstein, Norway or Switzerland.

Applications for long-term visas must be submitted through a duly completed application form (original and copy), which may be downloaded for free on <http://www.exteriores.gob.es/Portal/en/ServiciosAlCiudadano/InformacionParaExtranjeros/Paginas/Inicio.aspx> or may also be obtained for free at Spain's Diplomatic Missions or Consular Posts abroad.

Visa applications must be fulfilled in person. However, applications may also be filled by a duly accredited representative if you do not reside in the town or city where the Diplomatic Mission or Consular Office is located and you can demonstrate due cause preventing you from travelling, such as the distance from the Diplomatic Mission or Consular Office in question, transport difficulties that make the journey particularly problematic or accredited reasons related to a sickness or physical condition that significantly reduces your mobility.

When submitting an application for a visa, an established fee must be paid (generally € 60), which shall not be refunded in the event of the application being denied. In certain cases, which should be consulted at Spanish Diplomatic Missions or Consular Posts, current legislation sets forth a reduction or waiver of the fee. Other requirements should be consulted at the Diplomatic Mission or Consular Post where the visa is to be applied for, because they can vary depending on the reason for the trip and the applicant's country of origin.



Persons wishing to reside in Spain must obtain prior information about the procedures from the relevant bodies, mainly from the Ministry of the Interior and the Ministry of Employment and Social Security.

The deadline for processing long-term visa applications is one month after the application has been submitted, except for the case of non-lucrative residence visas, in which the deadline shall be three months. In the event that a visa is issued, it must be collected personally at the relevant Diplomatic Mission or Consular Post within a month after notification of issuance.

In the event that a visa is refused, the applicant shall be notified. In this case, a contentious-administrative appeal may be lodged before the High Court of Justice of Madrid within two months after the notification date, or, optionally, an appeal for reversal before the same Diplomatic Mission or Consular Post within a month after the refusal notification date.

Foreign nationals who hold a valid long term national visa can move freely through other Schengen States for a maximum of three months within any six month period, so long as they meet the following entry conditions:

1. They must be in possession of a valid travel document or documents which allow them to cross the border;
2. They must be in possession of documents that evidence the purpose and conditions of the planned stay and proof of possession of sufficient financial means to cover subsistence costs, both for the duration of the planned stay and the return to their country of origin or transit to a third country in which their admission is guaranteed, or be in a position to legally acquire said means;
3. They must not pose a threat to public order, national security, public health or international relations in any Schengen States or be included on the national list of people banned from entering the Schengen State in question.

FOREIGN NATIONAL IDENTITY NUMBER (NIE) FOR ALL THE TRAINEES

All foreign nationals with an internship in Spain will have to apply for the Foreign National Identity Number (NIE) prior to the starting of the training. We highly recommend you to apply as soon as possible for the NIE through the Spanish Consulate in your country, otherwise should you arrive 4-5 days before the agreed starting date, so that you can get the NIE in time. You cannot start your internship until you get the NIE and be registered through the Spanish National Security.

The correspondent Local Committee will assist you in this matter.



- **DOCUMENTS TO SUBMIT TO GET THE NIE:**

1. Application form on the official (EX-15) in duplicate, duly completed and signed by the alien. Such form may be obtained from http://extranjeros.mitramiss.gob.es/es/ModelosSolicitudes/Mod_solicitudes2/index.html
2. Copy of passport, travel document or registration certificate, or identity if the applicant is a citizen of the European Union. Be displayed the original document at the time of application.
3. Communication from the economic, professional or social reason that justify the request (Agreement signed by the "employer" and IAESTE Spain)

Where to submit above docs:

- Once in Spain: in the Directorate General of Police and the Guardia Civil directly, or through the Foreign Office or Police Station where the province has taken up residence.
- Or through the diplomatic mission or consular Spanish for their area of residence and addressed to the Commissioner General of Immigration and Border.

FOREIGN NATIONAL INDENTITY CARD (TIE) FOR STAYS LONGER THAN SIX MONTHS

All foreign nationals who have been issued with a visa for a period longer than six months will receive a foreign national identity card- TIE- which they must request in person within one month of entering Spain (EX-17 form). This form can be downloaded free of charge from this web page http://extranjeros.mitramiss.gob.es/es/ModelosSolicitudes/Mod_solicitudes2/index.html

- **DOCUMENTS TO SUBMIT TO APPLY FOR THE FOREIGN NATIONAL IDENTITY CARD-TIE:**

- 4 passport-size photos
- 1 copy of the visa
- 1 copy of passport
- Form EX-17 + 1 copy - Application of foreign identity card (filling instructions on the back side)
- Payment of € 15 for processing fee
- Registration certificate (to be asked to the Local Municipality of the residence place)
- 1 copy of the agreement of the internship between IAESTE and the Employer

NOTE: You must submit official documents in original for comparison only.



Where to submit above docs:

- The documents to process the TIE must be delivered to the police station in your area of residence in Spain

Decision deadline: Maximum 40 days from the date of application.

The Local committee will assist you in this matter.

RECEPTION AND ACCOMMODATION

You have been accepted for a traineeship at a company or institute for a certain period of time. This period may not be changed without the agreement of the Company and IAESTE.

Members of our Local committees will arrange your reception and lodging as soon as we receive your arrival details.

INSURANCE

In order to start an IAESTE traineeship in Spain, an adequate health and accident insurance is mandatory. Also, we strongly advise you to get liability insurance before leaving your country.

International Student Insurance Europe (for interns going or coming from Europe)

<https://forms.swisscare.com/#/isie?agent=1004>

International Student Insurance World (for interns in the rest of the world, except going to Canada/USA)

<https://forms.swisscare.com/#/isiw?agent=1004>

PAYMENT

Your subsidy will be paid at the end of each month according to the amount stated in the form "O". It is absolutely necessary for you to have sufficient funds for the first month, approximately 600 €, to cover your expenses until you receive your first subsidy.

WISH YOU A GREAT INTERNSHIP!!!



International Association for the Exchange
Of Students for Technical Experience

ACCEPTANCE NOTE

Student: LEONARDO GAVIOLI OLIVEIRA

Ref. No.: ES-2020-7313

The above mentioned student has been accepted for practical training in: SPAIN

Employer: ODEC, CENTRO DE CÁLCULO Y APLICACIONES INFORMÁTICAS SA

Contact person: Mr. Juan Antonio Fernández

Address: Calle Vicent Macip 1, 46701 Gandía (Valencia)

Phone number: +34 962040172

E-mail: odec@odec.es

For the following period (day/month/year): from 07/09/2020 to 30/11/2020

STUDENT INFORMATION:

Passport Number:

Valid until:

Nationality:

Place of Birth

Date of Birth:

Gender:

Additional Information:

If you need assistance for your accommodation and/or reception, please contact our local committee of IAESTE in Valencia (iaestevalencia@gmail.com). You cannot start the internship until you get the NASS (Registration nr. in Social Security system to get upon arrival to Spain).

Accommodation details:

Expected type of accommodation:

Lodging will be arranged by: LC IAESTE Madrid

Additional information about the accommodation:

Est. cost of lodging:

Est. cost of living including lodging:

Date (day/month/year):

National IAESTE Committee

Signature

20/04/2020

Spain

Santiago Rubio, National Secretary

Student's confirmation

I confirm I will undertake the practical training within the dates as specified above.

I am aware that I am responsible for any financial loss involved if I withdraw or change my start date or cancel any room allocated to me after having completed and signed this form.

I am aware that I am obliged to arrange and cover the insurance against illness, liability, accidents including death and repatriation in case of illness, accidents or death during my traineeship.

Date (day/month/year):

Signature:



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**International Association for the Exchange
Of Students for Technical Experience
CONFIRMATION OF ACCEPTANCE**

Student: LEONARDO GAVIOLI OLIVEIRA

Ref. No: ES-2020-7313

Country of training: SPAIN

Period of training: 07/09/2020 to 30/11/2020

Employer: ODEC

Address: Calle Vicent Macip 1, 46701 Gandía (Valencia)

Person of contact: Mr. Juan Antonio Fernández

Phone No: +34 962040172

Email: odec@odec.es

I shall leave my country on:.....(day/month/year)

Time and date of arrival:(dd/mm/yyyy/hour:min)

Flight/Bus/Train/Ship No..... Place of arrival:(airport/port/railway station, etc.)

I shall require lodging from(day/month/year) to(day/month/year)

Other important information:

I am insured against illness, liability, accidents including death and repatriation in case of illness, accidents or death during my traineeship according to the requirements of the receiving IAESTE Member or Co-operating Institution. I am aware that neither the IAESTE National Committee of the sending country: _____ nor that of the receiving country: __SPAIN__ can be held responsible for any accident that may occur during working hours or in my free time.

Insurance company:

Insurance receipt No.:

Emergency contact:

Name:

Relationship:

Phone number:

I have the consent of the person mentioned above that I can provide their personal information to IAESTE and I have informed the person mentioned above that they can be contacted by IAESTE in cases of emergency.

Date (day/month/year):

Home address:

Email:

Signature:

Phone number:

IT IS IMPORTANT THAT YOU COMPLETE AND RETURN THIS FORM AS SOON AS POSSIBLE BUT NOT LATER THEN TWO WEEKS BEFORE THE START OF YOUR INTERNSHIP TO YOUR IAESTE NATIONAL OFFICE.



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CONVENIO DE COLABORACIÓN PARA LA REALIZACIÓN DE PRÁCTICAS DE FORMACIÓN PARA ESTUDIANTES EXTRANJEROS

COLLABORATION AGREEMENT FOR THE CONDUCT OF TRAINING PRACTICES FOR FOREIGN STUDENTS

**REUNIDOS
JOINED**

De una parte, **Juan Antonio Fernández** con DNI **19985755-C** en nombre y representación de la empresa **ODEC, centro de cálculo y aplicaciones informáticas S.A.** con CIF **A-46063418** y domiciliada a estos efectos en **Gandia, calle Vicent Macip, 1.**

*On the one hand, **Juan Antonio Fernández** with ID **19985755-C** on behalf of the **ODEC, centro de cálculo y aplicaciones informáticas S.A.**, with CIF (fiscal Identification nr) **A-46063418** and domiciled for these purposes in **Gandia, calle Vicent Macip, 1.***

Y de otra parte, **SANTIAGO RUBIO AGUAYO**, con DNI **53294316-G** Secretario General del Comité Español para Intercambio de estudiantes técnicos- **IAESTE España**, asociación domiciliada en **Universidad Politécnica de Valencia, edificio 8K, Camino de Vera s/n, 46022 Valencia** y provista de C.I.F. **V-78838323** en su nombre y representación como representante legal de la misma (en adelante, "IAESTE").

*And on the other hand, **SANTIAGO RUBIO AGUAYO**, with ID **53294316-G** National Secretary of the Spanish Committee for Exchange of technical students - **IAESTE Spain**, association domiciled at the Polytechnic University of Valencia, building **8K**, Camino de Vera s / n, **46022 Valencia** and provided with C.I.F (Fiscal Identification nr) **V-78838323** in his name and representation as legal representative thereof (hereinafter, "IAESTE").*

En adelante, y a los efectos del presente convenio de colaboración a las personas físicas y jurídicas anteriormente mencionadas, se les denominará individualmente como la "Parte" y conjuntamente como las "Partes".

From now on, and for the purposes of this collaboration agreement, the aforementioned individuals and legal entities will be referred to individually as the "Party" and jointly as the "Parties".

**EXPONEN
STATE**

La voluntad mutua de colaborar en la organización de la estancia en prácticas de formación de **LEONARDO GAVIOLI OLIVEIRA** de nacionalidad **BRASILEÑA**, mayor de edad y estudiante de **INFORMATION SCIENCES** en la **UNIVERSIDAD UNISINOS**, (en adelante, el Estudiante"), en base a la capacidad jurídica de ambas instituciones para convenir acuerdos.

*The mutual will to collaborate in the organization of the stay in training practices of **Leonardo Gavíoli Oliveira**, Brazilian nationality and student of Information Sciences at **UNISINOS University** (hereinafter, the Student "), based to the legal capacity of both institutions to agree on agreements.*

Estas prácticas de formación se enmarcan en la voluntad de conseguir un mayor acercamiento de **IAESTE** a las necesidades de la sociedad y un enriquecimiento debido al intercambio de experiencias que se derivan de la movilidad internacional de los estudiantes.



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1. These training practices are framed in the will to achieve a greater approach of IAESTE to the needs of society and an enrichment due to the exchange of experiences that derive from the international mobility of students.

Por tanto, mediante este convenio de colaboración (en adelante, el "Convenio") se regulan las bases de colaboración entre la EMPRESA y IAESTE de conformidad con las siguientes:

Therefore, through this collaboration agreement (hereinafter, the "Agreement") the bases of collaboration between the COMPANY and IAESTE are regulated in accordance with the following:

CLÁUSULAS CLAUSES

PRIMERA. El objeto del presente Convenio consiste en la colaboración entre la EMPRESA y IAESTE para facilitar al estudiante extranjero la realización de prácticas de formación en la EMPRESA, dentro del marco de sus estudios.

FIRST. The purpose of this Agreement is the collaboration between the COMPANY and IAESTE to facilitate foreign students to carry out training practices in the COMPANY, within the framework of their studies.

SEGUNDA. El contenido de la colaboración por parte del Estudiante universitario extranjero en la EMPRESA consistirá en su participación en alguno de los diferentes proyectos en los que participe la EMPRESA, dentro del marco de los estudios que efectivamente realiza.

SECOND. The content of the collaboration by the foreign university student in the COMPANY will consist of his participation in any of the different projects in which the COMPANY participates, within the framework of the studies that it actually carries out

TERCERA. El periodo de prácticas estará comprendido entre el **07/09/2020 y el 30/11/2020**. La dedicación total del estudiante será de **40 horas semanales**. Durante este tiempo, la EMPRESA asignará como tutor a **Antoni Gimeno Bono** que coordinará y supervisará sus progresos y evolución durante su aprendizaje. El estudiante durante su estancia realizará las siguientes tareas relacionadas con sus estudios (análisis de datos, programación web, pruebas y validación de resultados en estudios de satisfacción del cliente).

THIRD. The internship period will be between 07/09/2020 and 30/11/2020. The total dedication of the student will be 40 hours per week. During this time, the COMPANY will assign as tutor to Antoni Gimeno Bono who will coordinate and supervise his progress and evolution during his learning. The intern will develop following tasks within the framework of his studies (data analysis, web programming, testing and validation of results in customer satisfaction studies).

CUARTA. La dotación económica que el Estudiante en prácticas recibirá en concepto de beca se fija en la cantidad de **600 Euros netos al mes**, según los precios establecidos en la oferta de prácticas de formación por parte de la EMPRESA. Los pagos se abonarán directamente al Estudiante.

FOURTH. The student's internship will be set at the amount of 600 Euros net per month, according to the prices established in the offer of training practices by the COMPANY. Payments will be paid directly to the Student.

Que la entidad que finalmente abone el importe de la beca directamente al estudiante, tendrá la condición de empresa a los efectos de la obligación de dar de alta al estudiante en el Régimen General de la Seguridad Social, y realizar la correspondiente cotización, de conformidad con lo dispuesto en el RD 1493/2011, de 24 de octubre.



That the entity that finally pays the amount of the scholarship directly to the student, will have the status of a company for the purposes of the obligation to register the student in the General Social Security Scheme, and make the corresponding contribution, in accordance with the provisions of RD 1493/2011, of October 24.

Que en aplicación de la Ley del Impuesto sobre la Renta de no Residentes, todas las rentas del trabajo obtenidas por una persona no residente, independientemente de su país de Origen y de la existencia de convenio de doble imposición con su país, deben quedar grabadas por dicho impuesto. La entidad que finalmente abone el importe de la beca al estudiante quedará obligada a ingresar dichas retenciones a la Agencia Tributaria.

That in application of the Non-Resident Income Tax Law, all labor income obtained by a non-resident person, regardless of their country of origin and the existence of a double taxation agreement with their country, must be recorded by said tax. The entity that finally pays the amount of the scholarship to the student will be obliged to deposit said withholdings to the Tax Agency.

Los costes derivados de la afiliación del estudiante a la Seguridad Social y el importe de las retenciones practicadas según del Impuesto sobre la Renta de no Residentes, irán a cargo de la empresa, sin que dichos importes disminuyan la cuantía líquida a percibir por el estudiante y anunciada en el primer párrafo del presente punto.

The costs derived from the affiliation of the student to the Social Security and the amount of the deductions made according to the Non-Resident Income Tax, will be charged to the company, without these amounts decreasing the amount to be paid by the student and announced in the first paragraph of this point.

QUINTA. El Estudiante está obligado a cumplir los horarios y las normas fijadas por la EMPRESA y a mantener una buena relación con el tutor acordado.

FIFTH. *The Student is obliged to comply with the schedules and standards set by the COMPANY and to maintain a good relationship with the agreed tutor.*

SEXTA. La EMPRESA se reserva en todo momento el derecho de excluir de este Convenio al Estudiante, si éste no cumpliera con las directrices marcadas, ni mantuviera el grado de aprovechamiento necesario.

SIXTH. *The COMPANY reserves at all times the right to exclude the Student from this Agreement, if he does not comply with the guidelines set, nor maintain the degree of necessary use.*

SÉPTIMA. Al finalizar las prácticas, el Estudiante recibirá por parte de la EMPRESA un certificado acreditativo de las mismas, donde se especificará el periodo de prácticas y las tareas desarrolladas durante dicho periodo.

SEVENTH. *At the end of the internship, the Student will receive from the COMPANY a certificate accrediting him, which will specify the internship period and the tasks developed during said period.*

OCTAVA. La colaboración entre la EMPRESA y IAESTE tendrá carácter exclusivamente docente, excluyéndose explícitamente la creación de cualquier vínculo laboral con el Estudiante en prácticas.

EIGHTH. *The collaboration between COMPANY and IAESTE will be of an exclusively educational nature, explicitly excluding the creation of any employment relationship with the student in practice.*

NOVENA. En relación con los resultados, ya sean parciales o finales, de trabajos, informes, o documentos generados como consecuencia y dentro de ámbito exclusivo de las prácticas profesionales del alumno (en adelante, los "Resultados"), la EMPRESA será considerada como titular de los mismos a efectos de la normativa de propiedad intelectual e industrial.

NINTH. *In relation to the results, whether partial or final, of works, reports, or documents generated as a consequence and within the exclusive scope of the student's professional practices (hereinafter, the*



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"Results"), the COMPANY shall be considered the owner of the same for the purposes of the rules of intellectual and industrial property.

En la medida en que alguno de estos Resultados sea patentables o registrables, la EMPRESA tendrá preferencia para solicitar el registro de las correspondientes patentes a los Registros de Propiedad u Oficinas de Patentes y Marcas, como titular de los mismos, apareciendo como inventor el Estudiante que haya llevado a cabo las investigaciones o desarrollos.

To the extent that any of these Results are patentable or registrable, the COMPANY will have preference to request the registration of the corresponding patents to the Property Registries or Offices of Patents and Trademarks, as owner thereof, appearing as the inventor the Student who has carried out the investigations or developments.

En caso de que la EMPRESA no esté interesada en patentarlos, o de cualquier otra forma protegerlos, a su nombre o a nombre de otras sociedades de su Grupo, IAESTE podrá decidir explotar los referidos resultados, pero solamente con el previo consentimiento escrito de la EMPRESA.

In case that the COMPANY is not interested in patenting them, or in any other way protecting them, on their behalf or on behalf of other companies in their Group, IAESTE may decide to exploit the aforementioned results but only with the prior written consent of the COMPANY.

DÉCIMA. Cada una de las Partes se compromete a no difundir, bajo ningún aspecto, las informaciones que hayan estado identificadas como confidenciales, las científicas o técnicas pertenecientes a la otra Parte a las que haya podido tener acceso en el desarrollo del objeto de este Convenio, mientras esas informaciones no sean de dominio público en el momento de su acceso por las Partes y durante la aplicación del Convenio.

TENTH. *Each of the Parties undertakes not to disseminate, under any aspect, the information that has been identified as confidential, scientific or technical information belonging to the other Party to which it may have had access in the development of the object of this Agreement, while such information is not in the public domain at the time of its access by the Parties and during the application of the Convention.*

Los datos e informes obtenidos durante la realización de las prácticas del Estudiante, así como los Resultados, tendrán carácter confidencial.

The data and reports obtained during the performance of the Student's practices, as well as the Results, will be confidential.

Como principio general de entendimiento se estimará que no podrá ser difundida ni presentada a público conocimiento ninguna información que pudiera menoscabar los derechos de propiedad industrial e intelectual que se deriven del trabajo común. Por ello, aquellos resultados que, no siendo en sí mismos objeto de patente, de derechos de propiedad intelectual e industrial u otra forma de protección, pudieran inhabilitar, por su publicación o difusión, el reconocimiento de propiedad sobre una obra, proceso, producto o modelo de utilidad, deberán ser considerados como materia reservada y de no difusión.

As a general principle of understanding, it will be considered that no information that could undermine industrial and intellectual property rights deriving from common work may be disseminated or presented to the public. Therefore, those results that, not being in themselves the object of a patent, of intellectual and industrial property rights or another form of protection, could disqualify, by their publication or diffusion, the recognition of ownership over a work, process, product or utility model, should be considered as reserved matter and not dissemination.

UNDÉCIMA. Las Partes manifiestan haber cumplido todos los requisitos establecidos en la legislación vigente en materia de protección de datos de carácter personal, y haber obtenido todos los consentimientos, licencias y autorizaciones necesarias para efectuar la recogida, tratamiento, cesión, y transferencia internacional, en su caso, de los datos de carácter personal que se hallen en los ficheros creados bajo su



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responsabilidad. Asimismo, las partes se comprometen a eximir de responsabilidad y mantenerse mutuamente indemnes por las sanciones o indemnizaciones que pudieran ser impuestas por los daños y perjuicios que pueda causar a terceros, en el caso de que se produzca cualquier incumplimiento de la legislación, nacional o internacional, en materia de protección de datos de carácter personal.

ELEVENTH. *The Parties declare that they have complied with all the requirements established in the legislation in force regarding the protection of personal data, and have obtained all the consents, licenses and authorizations necessary to carry out the collection, processing, transfer, and international transfer, where applicable, of the personal data contained in the files created under their responsibility. Likewise, the parties undertake to exempt from liability and keep each other harmless by the sanctions or indemnities that may be imposed for the damages that may be caused to third parties, in the event of any breach of the legislation, national or international, regarding the protection of personal data.*

DUODÉCIMA. El Estudiante en prácticas de formación estará obligado a contratar con el Comité de IAESTE de su país de origen un seguro internacional de accidente, enfermedad y muerte que le cubra, al menos, durante el periodo de realización de las prácticas.

TWELFTH. *The student in training practices will be obliged to contract with the IAESTE Committee of his country of origin an international accident, illness and death insurance that covers him, at least, during the period of completion of the practices.*

Así mismo, previamente al inicio de las prácticas tendrá que firmar una declaración responsable en la que se manifieste de manera expresa e inequívoca que está enterado de los siguientes puntos:

- Que el dinero recibido por parte de la EMPRESA es en concepto de beca.
- Que su relación legal con la EMPRESA es de estudiante en prácticas de formación
- Que su vinculación en prácticas comporta el ser dado de alta en la Seguridad Social, en base al RD 1493/2011 de 24 de octubre, por lo que será requisito indispensable para el desarrollo de las prácticas que se tramite por el estudiante la documentación legalmente exigida para obtener el Número de Identificación de Extranjero y el Número de Afiliación a la Seguridad Social una vez llegue a España.
- Que ha contratado con el Comité de IAESTE de su país de origen un seguro internacional de accidente, enfermedad y muerte que le cubre, al menos, durante el periodo de realización de las prácticas.
- Que se compromete a guardar confidencialidad de la información ya sea científica, técnica o de cualquier otra clase a la que haya tenido acceso durante el desarrollo de sus prácticas en la EMPRESA.

Likewise, prior to the start of the internship you will have to sign a responsible statement in which you expressly and unequivocally state that you are aware of the following points:

- *That the money received by the COMPANY is a scholarship.*
- *That your legal relationship with the COMPANY is as a student in training practices*
- *That their relationship in practice involves being registered in the Social Security, based on RD 1493/2011 of October 24, so it will be an essential requirement for the development of the practices that are processed by the student documentation legally required to obtain the Foreigner Identification Number and the Social Security Affiliation Number once it arrives in Spain.*
- *That he has contracted with the IAESTE Committee of his country of origin an international accident, illness and death insurance that covers him, at least, during the period of practice.*
- *That he undertakes to keep confidentiality of the information whether scientific, technical or any other kind to which he has had access during the development of his practices in the COMPANY.*

DECIMOTERCERA. La vigencia de este convenio tendrá la duración del periodo de práctica desde el momento de su firma.

THIRTEENTH. *The validity of this agreement will have the duration of the practice period from the moment of its signature.*



IAESTE
SPAIN



DÉCIMOCUARTA. Cualesquiera reclamaciones, controversias o disputas que pudieran surgir en relación con la validez, interpretación, cumplimiento o resolución del presente Convenio o cualquiera de los derechos u obligaciones contenidos en el mismo, se procurarán resolver de forma amistosa entre las partes. Si no se resolviera la controversia mediante negociación conforme a lo dispuesto en el párrafo anterior, ambas Partes acuerdan, con renuncia expresa a cualquier otro fuero que pudiera corresponderles, someter la controversia a los Juzgados y Tribunales, siendo la Ley aplicable la española.

FOURTEEN. Any claims, disputes or disputes that may arise in relation to the validity, interpretation, compliance or termination of this Agreement or any of the rights or obligations contained therein, will seek to resolve amicably between the parties.

If the dispute is not settled by negotiation in accordance with the provisions of the preceding paragraph, both Parties agree, expressly waiving any other jurisdiction that may apply, submit the dispute to the Courts and Tribunals, with the Spanish Law applicable.

Y para que así conste, las Partes suscriben el presente documento por cuádruplicado y a un solo efecto, en Gandia, a 10 de marzo de 2020

And for this to be the case, the Parties sign this document in four copies for one single purpose, in Gandia, on March 10, 2020

Por la Empresa

ODEC The Company Informáticas, S.L.
C/ Vicent Macip, 1
Aptdo. 40
Tel. 902 51 90 90 - Fax 96 214 91 64
46701 - GANDIA (Valencia)

Juan Antonio Fernández

Por el estudiante
The student

Leonardo Gavioli Oliveira

Leonardo Gavioli Oliveira

Por IAESTE España
IAESTE Spain

Santiago Rubio Aguayo

INFORMACIÓN EN CUMPLIMIENTO DE LO ESTABLECIDO EN EL ARTÍCULO 13 DEL Reglamento (UE) 2016/679. Los datos de las personas firmantes del presente contrato serán objeto de tratamiento por cada una de las entidades que representan para poder ejecutar el mismo. Dichos datos serán conservados durante los plazos legales de prescripción de las responsabilidades nacidas de la relación de prestación de servicios que vincula a ambas partes. Las personas firmantes tienen derecho a solicitar a cada una de las entidades responsables del tratamiento el acceso a sus datos personales, así como su rectificación o supresión, en las direcciones a efectos de notificaciones indicadas en el encabezamiento del presente contrato. Asimismo, tienen derecho a presentar una reclamación a la autoridad de control competente en el supuesto de que entiendan que su derecho a la protección de datos ha sido vulnerado.



TRAINEE COVENANT FOR THE IAESTE INTERNSHIP PROGRAMME 2020
Compromiso estudiante en prácticas PROGRAMA INTERCAMBIO IAESTE-2020
REF. OFFER-_____

After carefully reading the following statements, please **make check in boxes**, sign and date at the end.
Tras leer detenidamente las siguientes declaraciones, por favor, marque con una X, feche y firme abajo.

To the employer, (Put the name of the employer)

_____, and the National Secretary of
IAESTE Spain.

☐ My entry to Spain is for the participation in the IAESTE Exchange Programme. During my stay in Spain as an IAESTE Trainee, I will not be involved in any other training or labour apart from the IAESTE Programme 2020.

Mi entrada en España tiene como objeto participar en el programa de intercambio IAESTE. Durante mi estancia de prácticas IAESTE, yo no realizaré ningunas otras prácticas o trabajo ajeno al programa IAESTE 2020.

☐ During my training programme I will fully observe the regulations of the Employer. If particular care is required so as not to damage the properties, patents, facilities and equipment, I will follow all the requirements and directions given by the Employer.

Durante mi periodo de prácticas, acataré plenamente las normas de la empresa. Mostrando una especial atención en no descuidar ni romper ninguna propiedad, patente, equipo o información, seguiré así las instrucciones dadas por la persona responsable en la empresa.

☐ I agree to obtain my own insurance and to submit a copy of the Certificate of Insurance Policy, prior to coming to Spain. I will be responsible for any expenses which will not be covered by this insurance.

Estoy de acuerdo en obtener mi propio seguro y en enviar una copia de la póliza antes de mi llegada a España. Seré responsable de los gastos derivados del mismo.

☐ The staying fees will be paid by the Employer for the training period. This payment is considered as a fee in order to cover the expenses of the stay in Spain. In case of shortening the training period in any reason, payment will be done only for the period I engaged.

Los gastos de manutención correrán a cargo de la empresa durante mi periodo de prácticas. Este pago está considerado como un dinero para cubrir los gastos de estancia en España. En caso de acortar el periodo por alguna razón, sólo se me abonará la parte correspondiente.

☐ I hereby certify that I have read and fully agree to be bound by the terms and conditions of this covenant.

Por la presente, certifico que he leído y estoy conforme con todas las condiciones y términos de este acuerdo.

Trainee's First Name and Surname in printed letter: _____

Trainee's Signature and date : _____



IAESTE LIABILITY POLICY

General Arrangements

1. Compliance with the host company/institution directives.

The student will comply with the relevant rules and regulations of the receiving host company/institution while training at the host company/institution.

2. Responsibility for property loss and damage

The student will be responsible for loss of, or damage to the property of his/her receiving company/institution caused by him/herself (malicious intent).

3. Intellectual property rights and confidential information

As a general rule, the receiving company/institution is expected to maintain any intellectual property rights which may result from a particular programme involving the student.

4. Other subjects

The receiving company/institution is expected to agree directly with trainees in writing, on any subjects or specific arrangements other than those listed initially in their offer, if the company/institution considers it necessary.

Waiver of liability

IAESTE (the International Association with its executive bodies, the Members and Co-operating Institutions of the sending and receiving countries) assumes no responsibility or liability for any injury, accident damage, financial losses (for housing reservations....) additional delay or other irregularities suffered by the student, the receiving company./institution or any other party, other than those which may be caused by wilful or negligent acts or omissions on the part of IAESTE, in which case the respective involved party of IAESTE as listed will be solely responsible. IAESTE shall not be responsible or liable for consequences or natural calamities, labour strikes, Acts of God, war and other factors beyond IAESTE's reasonable control.

Insurance

In the light of IAESTE's limitation of liability and responsibility set forth above, the student is obliged to have the necessary arrangements for health and accident coverage for the duration of his/her training, including the time spent travelling and leisure activities. Further coverage must be taken out by the student in relation to his/her property loss and damage.

Ref. No. ES-2020-_____

Date:

Student's name:

Student's signature:

Please return 1 copy of this form along with your Confirmation of Acceptance to your IAESTE sending Country. All information will be treated confidentially and will be held for the duration of your traineeship.