

**Model STANDARD CONTRACT**

**PLACEMENT**

***GOYA MUNDUS***

**STANDARD CONTRACT GOYA MUNDUS**

This agreement, drawn up within the framework of the *GOYA MUNDUS programme* (Official Bulletin of the Autonomous Region of Madrid nº 262, 3 November 2008, ORDER 4929/2008, 23 October 2008, from the Council for Education of the Autonomous Region of Madrid.) financed by the Council for Education of the Autonomous Region of Madrid, hereinafter referred to as the “Promoter”, governs the relationship between:

UNIVERSIDAD PONTIFICIA COMILLAS  
Registered office: C/ Alberto Aguilera 23, 28015 Madrid  
Represented by: José Ramón Busto Saiz,  
Hereinafter referred to as the “Coordinator”

**and/or**

(NAME OF THE UNIVERSITY OF ORIGIN OF THE STUDENT)  
Registered office: .....  
Represented by: .....  
Hereinafter referred to as the “Sending organisation”

**and/or**

(NAME OF THE COMPANY)  
Registered office: .....  
Represented by : .....  
Hereinafter referred to as the “Host organisation”

**and/or**

(NAME OF THE STUDENT)  
Hereinafter referred to as the “Beneficiary”

It has been agreed as follows:

## **Article 1: Object**

Acting in accordance with the guidelines and the call for proposal published in the Official Bulletin of the Autonomous Region of Madrid nº 83, 8 April 2009, ORDER 1183/2009, 17 March 2009 from the Council for Education of the Autonomous Region of Madrid, the Coordinator, the Sending Organisation, the Host organisation and the Beneficiary undertake to develop and carry out the placement(s) exchange(s) referred to in this agreement, promoted and financed by the Council for Education of the Autonomous Region of Madrid, and under the terms of the grant managed by the Universities affiliated with the Programme, so that the beneficiary may carry out a period of placement related to his/her university field of studies.

This agreement, which all parties declare to have read and approved, governs the relationship between the parties and defines the respective rights and obligations associated with their participation in the above programme for placement/exchange.

Details of the framework for implementation of the placement/exchange programme are given in detail in the heretofore mentioned guidelines and call for proposal.

## **Article 2: Duration**

The placement will begin on ...../...../..... and will end on ...../...../.....; the duration is for 3 months. This agreement covers the above-mentioned period of time.

## **Article 3: Obligations of the partners**

### **Article 3.1: Obligations of the Coordinator**

The Coordinator undertakes:

- To collect all necessary information to ensure that the participants meet the criteria for eligibility under the *GOYA MUNDUS* programme.
- To adequately inform the beneficiary and the receiving institution concerning the administrative formalities needed to manage the placement and to obtain payment for the grant.
- To watch over and ensure the adequate development of the placement
- To ensure evaluation and validation of the abilities acquired during the placement in cooperation with the Host organisation through the use of the corresponding document for accreditation.
- To take all measures necessary to ensure the financing of a personal insurance policy that covers the beneficiary during the period of placement.

### **Article 3.2: Obligations of the Sending Organisation**

The Sending organisation undertakes:

- To prepare the beneficiary academically and linguistically through the field of studies in which the student is enrolled or through the courses that are considered appropriate.
- To supervise the placement by means of an academic mentor, when appropriate.

- To validate the skills acquired during the placement, through the recognition of credits for the academic transcript of the student, when appropriate.
- To inform the Coordinator as quickly as possible of any incidents which the Sending organisation may observe during the placement.

### **Article 3.3: Obligations of the Host organisation**

The host organisation undertakes:

- To adopt the necessary logistical measures for the preparation, implementation and the correct development of the placement which is the object of this contract.
- To ensure that real use is made of the beneficiary's knowledge and skills and they are assigned tasks and responsibilities commensurate with their qualifications and experience, under the supervision of a designated mentor.
- To submit follow-up reports and evaluations of the placement on the models provided by the Coordinator.

### **Article 3.4: Obligations of the Beneficiary**

The final beneficiary undertakes:

- To be responsible for the veracity of the data presented on the web as well as in the documents which are given to the Coordinator.
- To seek and obtain information to fulfil the necessary requirements for the entry into, and permanence in, the host country.
- To respect the stipulated duration of the placement in the company.
- To inform the Coordinator as quickly as possible of any incidents which may occur during the placement.
- To send the Coordinator all of the documentation required within the deadlines established.
- To respect the discipline imposed by the Host organisation, the working hours, the rules in force and any legal provisions related to professional confidentiality.

### **Article 4: Programme of the placement**

The tasks assigned to the beneficiary, which should be carried out within the framework of the placement referred to in this agreement, are described in detail in Annex 1.

### **Article 5: Financing by the Promoter**

The financial contribution of the Promoter which will be received by the beneficiary for the objective of the placement governed by agreement will be a total amount of .....€, aimed at covering the cost of travel expenses and subsistence allowance.

### **Article 6: Payments**

The Coordinator undertakes to pay for:

1. Payment in full for insurance policy costs which cover the placement.
2. By bank transfer, the grant will be paid in two instalments:
  - 2.1. 80% of the total amount at the beginning of the placement. The deposit will be made within one month after the coordinator has received the documents which serve as proof of beneficiary incorporation into the company or host organisation.
  - 2.2. The remaining 20% of the grant upon return from the placement. The deposit will be made within one month after the Coordinator has received the documents which serve as proof of the placement.

The grant will be paid into the bank account indicated by the beneficiary as follows:  
.....

**Article 7: Reports and proof of the placement**

The beneficiary will answer the on-line intermediary and final questionnaire concerning the placement and stay, for which he/she will be provided with a login and password. The final report, moreover, should be printed, signed and presented or sent to the Coordinator.

The Host organisation, by means of the mentor, should submit an intermediary and final report on-line, which describes the implementation and results of the placement, for which he/she will be provided with a login and password. The final report, moreover, should be printed, signed, stamped and presented or sent to the Coordinator.

The intermediary reports and documents which serve as proof of the outbound travel should be received by the Coordinator, along with this contract, and should be stamped by the company, in case it has not been signed and stamped previously, within one month following the beginning of the placement, as documents which serve as proof of his or her incorporation into the company, which is referred to in section 2.1 of article 6, and the final reports and documents which serve as proof of the return travel, should be received by the Coordinator within one month following the termination of the placement, as documents which serve as proof of the placement, which are referred to in section 2.2 of article 6.

In the event that the reports and receipts which serve as proof are not submitted within the time laid down, the Coordinator reserves the right to apply financial penalties to the beneficiary.

**Article 8: Monitoring and checks**

The Beneficiary, the Host organisation, and the Sending organisation shall supply the Coordinator immediately with any information and documents which he/she may require concerning the execution of placement governed by this Agreement.

In the same way, the reports and documents heretofore mentioned in the preceding article which demonstrate that the placement programme is being carried out or has been completed in accordance with the terms of the agreement, will be made available to the Coordinator.

**Article 9: Termination of the Agreement**

In the event of failure by one of the contracting parties to perform any of the obligations arising from this Agreement, and regardless of the consequences provided for under the applicable law, the Coordinator is legally entitled to terminate or cancel this Agreement.

In the event that the beneficiary rescinds the contract before the termination of the placement or does not execute the contract according to the norms which are provided herein, the Beneficiary should return the total amount of the grant which has been paid.

In the event that the beneficiary rescinds the contract because of “unforeseen circumstances”, that is to say, due to an exceptional and unforeseen situation, or a situation which is beyond the beneficiary’s control and cannot be attributed to an error or negligence by the same, the beneficiary will have the right to receive the amount of the grant corresponding to the real duration of the placement. All remaining funds should be returned.

**Article 10: Jurisdiction Clause**

When no amicable agreement can be reached, the courts of Madrid (Spain) shall have sole jurisdiction in any disputes between the contracting parties concerning this Agreement.

The legislation applicable to this Agreement is the law of the Promoter’s country.

**Annex I. Programme for Placement: Description from the host organisation of the tasks of the beneficiary and the designation of a mentor.**