

**COLLABORATION AGREEMENT SIGNED BY UNIVERSITY CLINICAL HOSPITAL OF VALENCIA,
UNIVERSITAT DE VALÈNCIA AND JOHANNES GUTENBERG UNIVERSITY OF MAINZ
REGARDING ACADEMIC TRAINING PERIODS FOR STUDENTS OF MEDICINE AND DENTISTRY**

Valencia, 2019

On the one hand, Mr. J. Álvaro Bonet Plá, with NIF [redacted]
Clinical Hospital of Valencia, hereinafter UCHV.

Managing Director of the University

On the other hand, Ms. María Vicenta Mestre Escrivá, honourable Rector of the University of Valencia by virtue of appointment made by Decree 41/2018, of April 6, of the Consell (DOGV number 8270, of 10.04.2018), highest authority Academic of the Universitat de València and its representative in accordance with articles 93 and 94.d) of Decree 128/2004, of July 30, of the Consell, by which the Statutes of Universitat de València are approved (DOGV no. 4811, of 03.08.2004), addressed in Avda. Blasco Ibañez, 13, Valencia, hereinafter UV.

And University Medical Center Mainz, represented by its Board of Directors which, in turn, is represented by Univ.-Prof. Dr. Ulrich Förstermann, Chief Scientific Officer, Dean, Langenbeckstr. 1, D-55131 Mainz, Germany, hereinafter UM.

And on the part of the Johannes Gutenberg University of Mainz, Georg Krausch, professor, doctor of Sciences, president of Johannes Gutenberg University of Mainz, with addressed in Saar Street 21, D-55122, Mainz (Germany), on behalf of and representing this university, and legitimised for this act, hereinafter JGU.

The signatories declare they are duly authorised to carry out their duties of representation and, to that effect

DECLARE

I. UV and JGU have collaborated for more than thirty years. Their first Collaboration Agreement dates back to 5 April 1979, and, at the core of this close collaboration are the training periods in centers, healthcare facilities and healthcare services in the cities of Valencia and Mainz for medicine and dentistry students from both universities.

II. All parties express their willingness to maintain cooperative relationships and deem it necessary to provide these training periods with all legal guarantees.

The parties thereby agree to establish this Collaboration Agreement under the following

CLAUSES

1. PURPOSE

The purpose of this Agreement is to regulate the collaboration among the parties regarding training practices in centers, facilities and health services of UCHV and UV for students of Medicine and Dentistry of JGU. In addition, UV students of the UV will carry out training practices in centers, facilities and health services belonging to UM.

2. OBLIGATIONS OF THE UNIVERSITY CLINICAL HOSPITAL OF VALENCIA

The UCHV will provide the JGU with facilities, centers and health services for the fulfillment of the objectives established in this Agreement.

The UCHV will designate a professional who will act as tutor during the training practices and who will evaluate the students.

Likewise, the UCHV must provide academic tutors with access to the training sites, and those that will accompany the tutor or supervisor of the UCHV whenever the visit is related to the training practices.

In accordance with the current regulations, the UCHV must specify the requirements that JGU students must meet in order to access their facilities, centers and health services.

The application of this Agreement, including the effects of all legal issues that are adopted or developed, will not incur financial obligations to UCHV and, in any case, must be addressed by the personnel and equipment of the parties.

3. OBLIGATIONS OF THE UNIVERSITAT DE VALÈNCIA

In accordance with the regulations in force, the UV must specify the requirements that JGU students must meet, and organize the training practices so that the certificates can be issued.

In the same way, UV will have to make available to the JGU its centers, facilities and health services, to fulfill the objectives established in this Agreement.

The UV will carry out the selection of the UV students who will participate in the training practices organized by JGU contemplating, among others, the JGU required criteria. In the selection process, it must be taken into account that the selected students should have the adequate linguistic proficiency of the host country (Level B2, Common European Framework of Reference for Languages).

The UV will assign a total of 10 training practice at the JGU for UV students (8 for Medicine and 2 for Dentistry).

The UV will inform the host institution of the names of the selected students before May 15 of the same year that the training practices are carried out.

Subject to the available budget, the UV must provide:

- Accommodation and food allowance for JGU students of the JGU during their stay in Valencia.
- Travel expenses for UV students.

4. OBLIGATIONS OF JOHANNES GUTENBERG-UNIVERSITY MAINZ AND THE UNIVERSITY MEDICAL CENTER OF THE JOHANNES GUTENBERG UNIVERSITY MAINZ

The JGU and the UM must specify the requirements that UV students must meet and organize training practices so that certificates can be issued.

The JGU and the UM must make its centers, facilities and health services available to UV students, to meet the objectives established in this Agreement.

The JGU will carry out the selection of JGU the students who will participate in the training practices organized by UV, contemplating, among others, the UV and UCHV required criteria. In the selection

process, it must be taken into account that the selected students should have the adequate linguistic proficiency of the host country (Level B2, Common European Framework of Reference for Languages).

The JGU will assign a total of 10 training practices (8 in Medicine and 2 in Dentistry).

The JGU will inform the host institution of the names of the selected students before May 15 of the same year that the training practices are carried out.

Subject to the available budget, the JGU must provide:

- Accommodation and food allowance for UV students during their stay in Mainz.
- Travel expenses for JGU students.

5. LOCATION AND DURATION OF THE TRAINING PERIODS

The extracurricular training practices of JGU students participating in this Agreement must be carried out in centers, facilities and health services of the UCHV that will be designated annually.

The extracurricular training practices of UV students participating in this Agreement must be carried out in centers, facilities and health services of the UM that will be designated annually.

Each training period will last 4 weeks. The parties will schedule the training practices from July to August, unless the parties agree on another period of time.

The activities must be specified in the Annex referred to in the following clause, and must be signed in each training period.

6. REGULATIONS FOR STUDENT PARTICIPATION

Specifications concerning the training period for each student shall be drawn up through this Agreement included in Annex 1, stating, at least, the student, the tutors at each university and the UCHV, the starting and ending date, the training length and a brief description of the proposed training activities.

Students taking part in the Agreement are required to carry their identification card (ID) or university ID card at all times. In accordance with the health centre regulations, provided it is compatible with the established norms.

Students taking part in the Agreement are subject to the regulations of the centers, healthcare facilities and healthcare services and must provide all documents and information required.

The training period may be terminated provided that there is a well-founded reason by any of the parties. Those in charge (appearing in the Clause) shall provide a written notice within ten days from the termination to both universities, the University Medical Center Mainz, and the University Clinical Hospital of Valencia.

7. RISK COVERAGE

UV, JGU, UM, and the UCHV shall not take on other obligations or commitments that are unrelated to this Agreement. In particular, the UCHV shall not be under any obligation related to employment since this condition is not established in this Agreement

Students and tutors shall be informed of the existing risks involved in carrying out their activity in the corresponding health centre. In addition, prevention measures and/or existing protection and an emergency plan shall be fully explained.

Students who participate in the program must have compulsory health insurance, liability to third parties for damages that may cause students, as well as insurance for the damage that students may suffer.

8. RECOGNITION

After the training period has been completed, UV and JGU shall issue an accredited certificate to the student which states the time spent in training, the activities, the location and the assigned tutor.

UV shall issue an accredited certificate for the work carried out by the tutor assigned by the UCHV specified in this Agreement. If requested, it shall also issue a university student ID allowing access to UV facilities and services that shall be determined at all times.

9. MONITORING COMMITTEE

In order to ensure compliance with this Agreement, a joint Monitoring Committee made up of at least one representative from the University Clinical Hospital of Valencia, one representative from the UV and another representative from JGU and another representative from UM.

In carrying out this Agreement, the University Clinical Hospital of Valencia, the UV, the UM, and the JGU shall agree annually on the number of students who will be in training for each centre as well as the programme of activities, duration and time.

The Monitoring Committee may meet annually and whenever requested by one of the parties. It shall be presided alternatively for annual periods of time. The purpose of this committee is to ensure compliance with this Agreement, the evaluation and follow-up of the results. It shall have the function, among others, to propose, follow-up and control the actions to be undertaken.

Prof. Dr. José María Martín Moreno, Academic Coordinator representing the Regional Universal Health Service and Public Health, Mr. Guillermo Sáez, PhD, MD, representing the UV, and Mr. Luis Carlos Escobar Pinzon, PhD, MD, representing JGU, and Mr. Univ.-Prof. Dr. Ulrich Förstermann, representing UM.

10. DATA PROTECTION

For the purposes of Organic Law 15/1999, Protection of Personal Data and supplementary legislation, the signatories commit to carrying out their obligation to protect, keep and maintain confidentiality of personal data used in this Agreement, and take the necessary means to prevent alteration, loss, disclosure or unauthorised access.

11. EFFECTIVE DATE AND DURATION

This Agreement shall come into effect starting in the academic year of 2020/2021 and shall remain in effect automatically for subsequent academic years unless terminated by any of the parties, in which case a written notice is to be sent to the other parties before June 1st of the corresponding academic year.

The duration of this agreement may be extended for equal periods at the initiative of any of the parties, prior written agreement, before the date of its termination.

12. GROUNDS FOR TERMINATION

Grounds for termination of this Agreement are the following:

- a) Failure to comply with the obligations and commitments assumed by each of the parties. When one of the parties considers that another party is not fulfilling the commitments acquired by virtue of this agreement, it will notify it by means of irrefutable communication and will indicate the causes that give rise to said breach. The other party may correct said situation within a period of 30 days, counting from the date of receipt of the notification. After that period without the required correction has been completed, the procedures for the finalization of the Framework Agreement may be initiated.
- b) Mutual agreement by the parties.
- c) Withdrawal of one of the parties, with prior notice, under the terms set out in Clause 11.
- d) Disappearance of the circumstances that gave rise to it.

13. LIABILITY

The liability of the parties as well as liability for their employees shall be limited to intent and gross negligence. No party shall be liable for consequential damages or lost profits. This limitation shall not apply in case of damage to life, body or health and also not in case of breach of major contractual obligations. In case of a breach of a major contractual obligation liability shall, with the exception of intentional behavior, be limited to the foreseeable, typically occurring damage and excluded for consequential damages. A major contractual obligation shall be an obligation whose fulfillment is necessary to attain the contractual purpose.

14. APPLICABLE LEGISLATION



This Agreement shall be regulated, in addition to the clauses, by the provisions governing the legal regime of Universities.

The UV, JGU, the UM, and the UCHV are committed to resolving, amicably in the Monitoring Committee, any disagreement that may arise from this Agreement.

Any changes or additions to this Agreement shall be made in writing. The same is true for a waiver of the requirement of the written form.

In case of conflict, could not be solved amicably within reasonable time, it is agreed that the parties will be subject to the jurisdiction of the defendant.

For the record and in witness whereof, the parties sign this document in quadruplicate, at the location and on the date indicated above.

University Clinical Hospital of Valencia. Managing Director	UV Legal Representative. Rector	UM Legal Representative	JGU Legal Representative
 Signed: J. Alvaro Bonet Plá	 Signed: Maria Vicenta Mestre Escriba	 Signed: Univ.-Prof. Dr. Professor Ulrich Förstermann	 Signed: Professor Georg Krausch, Ph.D.



**ANNEX 1 COLLABORATION AGREEMENT SIGNED BY THE UNIVERSITY CLINICAL HOSPITAL OF VALENCIA, THE
UNIVERSITAT DE VALÈNCIA AND JOHANNES GUTENBERG UNIVERSITY OF MAINZ REGARDING ACADEMIC
TRAINING PERIODS FOR STUDENTS OF MEDICINE AND DENTISTRY**

ALUMNO/A <i>STUDENT</i>			PASAPORTE <i>PASSPORT</i>	
DOMICILIO <i>ADDRESS</i>			TELÉFONO <i>PHONE</i>	
UNIVERSIDAD/FACULTAD <i>UNIVERSITY/ FACULTY</i>				
TITULACIÓN <i>DEGREE</i>				
FECHA DE INCORPORACIÓN <i>STARTING DATE</i>	__ / __ / __ Day/Month/Year	FECHA DE FINALIZACIÓN <i>ENDING DATE</i>	__ / __ / __ Day/Month/Year	
RESUMEN DE ACTIVIDADES <i>SUMMARY OF ACTIVITIES</i>				

All signatories declare their agreement for academic training periods, in accordance with the above, subject to the regulations of this Agreement.

In _____, (day) ____ (month) _____ 20....

UV Representative	JGU Representative	Student
Position Signed:	Position Signed:	Signed:
UCHV Representative	UM Representative	
Position: Signed:	Position Signed:	