



UNIVERSITY OF CADIZ- [.....]

EDUCATIONAL COOPERATION AGREEMENT BETWEEN MS "PARTICI" Schiffahrtsgesellschaft mbH & Co. KG AND THE UNIVERSITY OF CÁDIZ FOR THE PURPOSE OF SEA TRAINING AND WORK PLACEMENT OF UNIVERSITY STUDENTS.

Cádiz, 1st of February, 2014

THIS EDUCATIONAL COOPERATION AGREEMENT IS ENTERED BETWEEN THE PARTIES:

Mr. EDUARDO GONZÁLEZ MAZO, Rector of the University of Cádiz, acting on behalf of and representing this institution, whose business address is C/ Ancha, 16, 11001 Cádiz, named to this post in accordance with the appointment approved by the Presidency of the Regional Government of Andalusia, by Decree 230/2011, dated 5th. of July (Official Gazette of the Andalusian Regional Government, *B.O.J.A.*, number 133 of 8th. of July, 2011), and by virtue of the authority granted by the Statutes of the University of Cádiz approved by Decree 281/2003, dated 7th. of October (*B.O.J.A.*, number 207 of 28th. of October) and amended by Decree 2/2005, dated 11th. of January, and Decree 233/2011, dated 12th. of July.

And

MS "PARTICI" Schiffahrtsgesellschaft mbH & Co. KG, with company tax code 41/672/02999 and whose business address is c/o NSC Shipping GmbH & Cie. KG, Van-der-Smissen-Straße 9, 22767 Hamburg/Germany, hereinafter the collaborating company.

Both parties mutually acknowledge the legal competence of the institutions represented here to draw up this Educational Cooperation Agreement, developed according to current legislation, and to this end.

HEREBY STATE

FIRST.- That both parties undertake to sign the present Educational Cooperation Agreement for both curricular and extra-curricular sea training and work placements.

SECOND.- That the University of Cádiz is an academic institution whose objectives, among many others, are the development, promotion and management of degrees, courses and specialization programmes in the maritime environment.

THIRD.- That MS "PARTICI" Schiffahrtsgesellschaft mbH & Co. KG, is a private company whose main aim is the Maritime Transport in the Merchant Marine field.

Based on all the aforementioned, and in accordance with the provisions stated in the current university studies regulations and in the curricular and extra-curricular work placement regulations for the students of the University of Cádiz, both parties agree the signature of an Educational Cooperation Agreement in the formation and training field, which shall be dealt with under the following

CLAUSES

FIRST : OBJECTIVE

The present educational cooperation agreement is aimed at stating the conditions under which the students' sea training and work placements shall be carried out in the aforementioned collaborating company.

SECOND: TRAINING PROGRAMME (PLACEMENT DETAILS)

The objective of the sea training and work placement is to widen the knowledge obtained by the university students in their academic training, further the acquisition of necessary competencies for their professional activities and gain practical training experience. The organization of sea practical training



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and work placement shall be specified in a *Placement Project* per student proposed by the University of Cádiz that shall include the educational objectives and activities to be fulfilled by the placement student. Both the *Placement Project* and any other additional information or changes related to the development of the practical training shall be contained and detailed in an Annex. This will be added to the present Cooperation agreement and, if necessary, will be given to the students for their knowledge and their procedure.

THIRD: WORK PLACEMENT MONITORING

Regarding the appointed on-site supervisors from MS "PARTICI" Schiffahrtsgesellschaft mbH & Co. KG and the appointed academic tutors from the University of Cádiz for the aforementioned student's sea training and work placement, they shall correspond to both signing parties respectively or their representatives. This agreement is purely intended for instructional purposes and does not involve a contractual commercial, civil or labour relationship.

FOURTH: STUDENT PROFILE FOR WORK PLACEMENT

Regarding the university students following maritime studies, they shall be required by MS "PARTICI" Schiffahrtsgesellschaft mbH & Co. KG to hold the *Basic Seaman's Certificate*, as stated in the provisions of Rule VI/I of the Annex to the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers (STCW 1978/1995). In addition, the student shall be required to take out the appropriate casualty insurance, in compliance with the Article 25 of the Royal Decree 973/2099 dated 12th. of June by which the professional awarded qualifications of the Spanish Merchant Marine are regulated.

FIFTH: ON RIGHTS AND RESPONSIBILITIES OF THE WORK PLACEMENT STUDENT WITH MS "PARTICI" Schiffahrtsgesellschaft mbH & Co. KG

The work placement students shall be engaged in taking full advantage of the learning possibilities and experience offered by the collaborating company and to perform the activities agreed by the on-site supervisor and the academic tutor. Furthermore, the students on placement shall be subject to the rules and regulations of the collaborating company and act according to its code of conduct and maintain strict confidentiality concerning its matters and documents.

SIXTH: REPORT

Upon completion of the work placement, the On-site Supervisor shall provide the Academic tutor with a report that includes the specific activity performed by the student, its duration, and, if possible, its outcome. This shall be done via the telematic procedure established by the University.

SEVENTH: STUDENT'S FINAL REPORT

Upon completion of the work placement, the student shall submit a Final Report to the Academic Tutor via the telematic procedure established by the University.

EIGHTH: TERMINATION OF SEA TRAINING AND WORK PLACEMENTS

If any cause referred to the students' rights and responsibilities may contravene all the provisions stated in the work placement regulations for the students of the University of Cádiz, the agreement can be terminated upon any of the parties' initiative.

NINTH: DURATION

The duration of the present Cooperation agreement comes into force from the date of its signature and shall be automatically renewed for similar periods unless expressly denounced by one of the parties. In the event of it, all the pending activities shall be performed following all the obligations stated under the cooperation agreement.

TENTH: ON THE COLLABORATION BETWEEN THE SIGNED PARTIES



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This Cooperation Agreement is abode by the provisions stated in the article 4.1.d) of the Spanish Royal Legislative Decree 3/2011, dated 14th. of November, by which it is approved the amended text of the Public Contract Law, and by the clauses stated in the present cooperation agreement and other special applicable regulations in force applying the aforementioned Law to solve issues and gaps that may arise, in accordance with the provisions of the Article 4.2.

Contentious issues arising from the interpretation, modification, termination and the effects that might arise from the implementation of the present cooperation agreement shall be resolved by mutual agreement of the parties within the Monitoring Committee. If no agreement is achieved, the issues shall be known and be competence of the Administrative Law Court in accordance with Law 29/1998, dated 13th. of July, which regulates such jurisdiction.

In recognition of the terms set forth herein, both parties hereby sign the present document in duplicate at the place and on the date first above written.

FOR AND ON BEHALF OF THE OWNER
MS "PARTICI" Schiffahrtsgesellschaft mbH & Co. KG

BY THE UNIVERSITY

On behalf of the Rector, The General Director of University-Industrial affairs of the University of Cádiz, Mr. Javier Pérez Fernández, in accordance with the Rector's Resolution of the University of Cádiz on the delegation of powers for signature (UCA/REC1202012/2012, dated 16th. of October, 2012)

Signature:



NSC Shipping
GmbH & Co. KG
Hamburg
For and on behalf of Owners



Signature: Javier Pérez Fernández



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