

**AGREEMENT FOR THE COOPERATION IN EDUCATION BETWEEN
THE COMPLUTENSE UNIVERSITY OF MADRID
AND
*COLLABORATING ENTITY***

In Madrid, on, 20..

This Cooperation Agreement is made by and between Ms. María Concepción García Gómez, Vice Chancellor for Employability and Entrepreneurship, acting in the name of and on behalf of the Complutense University of Madrid (hereinafter UCM), pursuant to the authority granted by the Rector in the Rectoral Resolution of June 14, 2019 and published by the Official Gazette (BOCM) of the Madrid Autonomous Community on June 19, 2019.

And, Mr./Ms....., acting in the name of and on behalf of *COLLABORATING ENTITY* (hereinafter, company initials), with tax identification number and registered office in street, number, post code, city.

Both parties to this Agreement recognize herein the legal capacity of all those intervening as representatives and represented individuals, companies and entities, as explained above, to execute this Agreement and hereby state as follows:

WHEREAS

I.

The UCM, in accordance with the statutes approved by Royal Decree 32/2017, of March 21, on the Government of the Community of Madrid (BOCM, of March 24, 2017), aims to bring academic training closer to the surrounding social and professional reality by creating relationships with external institutions so that students can complete their education through a period of practical training, in which they can put into practice the theoretical knowledge acquired.

II.

COLLABORATING ENTITY aims to .

III.

Both parties, under the Royal Decree no. 592/2014, of July 11, regulating external internships to be fulfilled by college students. (Official State Gazette, BOE, July 30) and in accordance with the stipulations of the Regulation of External Academic Internships, approved by the Governing Council of the UCM on October 31, 2017 (Official Gazette of the UCM, BOUC, of November 3, 2017), agree to sign this Agreement in accordance with the following

CLAUSES

FIRST. PURPOSE OF THE AGREEMENT.

The purpose of this Agreement is to regulate the conditions for UCM students doing external internship programmes or the completion of a Final Project for their Degree/Master's (hereinafter TFG/TFM), with regards to any education programme offered by UCM, whether official or non-official, according to the specific conditions relevant for each category, as established by their curriculum, in *COLLABORATING*

ENTITY, and in accordance with the final report attached to this Agreement, in compliance with the provisions of article 50.1 of Law 40/2015, of October 1, on the Legal System of the Public Sector.

SECOND. GENERAL CONDITIONS OF THE AGREEMENT.

A. OFFER FROM *COLLABORATING ENTITY*,

COLLABORATING ENTITY, shall offer internship positions in the frequency and quantity as it shall deem appropriate, and shall describe the specific conditions offered for each position.

B. CATEGORIES OF EXTERNAL INTERNSHIPS.

The external internships shall be either part of the curriculum or extracurricular.

a) Curriculum internships are established as the academic activities that are part of the relevant curriculum.

b) Extracurricular internships are those that students may do on a voluntary basis during their studies and are not part of the official curriculum, even though they share the same goals as the curriculum internships. Notwithstanding, when applicable, they shall be included in the European Diploma Supplement, pursuant to the applicable legislation.

C. DURATION OF INTERNSHIPS.

a) External curricular internships shall have the duration established by their curriculum, pursuant to the terms established by provision 12.6 of Royal Decree 1393/2007, of October 29, regulating official college degrees.

In the case of Non-official degree internships, their duration shall be determined by the training activity proposal approved by the corresponding commission.

b) The external extracurricular internships shall preferably have a duration of not more than 50% of the credits of the academic year. The duration of each internship shall be established in each offer and shall not be less than 200 hours (unless it is the continuation of a curricular internship or unless the specific nature of the internship requires a shorter duration), nor more than 900 effective hours.

D. FULFILLMENT AND COMPLETION OF THE INTERNSHIPS AND TFG/TFM.

1. The timetable for the internships or the TFG/TFM will be established according to their characteristics and the availability of the collaborating entity. The timetables shall be compatible with the academic, educational, representation and participation activities of the student at UCM.
2. Students shall abide by the internal rules of the *COLLABORATING ENTITY* and follow the directions received from the person in charge. The students shall perform the assigned tasks diligently, and for that purpose they will observe professional secrecy during their stay and once it has concluded. In the event of absence, the student will be required to provide justification to the corresponding UCM centre. The rules for leaves of absence will be agreed on by the tutors of both parties, in all cases with regard to the permits to which the student is entitled, in accordance with the prevailing legislation.
3. For duly justified causes, in accordance with article 20 of the Regulation of External Academic Internships of UCM, either party can terminate the internship period. If the *COLLABORATING ENTITY* deems it appropriate, UCM will arrange for the admission of a new student who will start his/her internship as soon as possible.

4. In the event that any of the signatory parties to this Agreement, or the students, wish to use the partial or final results of their activity at the collaborating entity, either partially or totally, in an article, conference, thesis, memoir, etc., they shall request in writing the approval of the other party, who shall respond with authorization, reservations or disapproval in less than 45 days. If no reply is received in this period, it shall be understood that a tacit authorization for dissemination has been granted.
5. The recordable industrial property rights that may arise from the results of the internship undertaken by the student shall correspond to the collaborating entity. Concerning intellectual property, the authorship of the student's work shall always be acknowledged and respected, and any exception to this general rule may be directly agreed between the student and the entity.

E. THIRD PARTY CIVIL LIABILITY AND ACCIDENTS INSURANCE.

Every UCM student registered for any of the official or non-official degrees is covered by third party civil liability insurance.

This School Insurance will cover students under 28, who are registered for the official studies of each of the UCM centres and are up-to-date in their tuition payment. The coverage period shall be the academic year. The coverage is valid for Spanish territory, according to the principle of territoriality established in the General Social Security Act.

For students over 28 or those registered for UCM non-official degrees, the Entity Responsible for the internships shall ensure that the student is covered by an accident insurance policy and any other policies that may be required by law.

In the event that the internship is completed outside Spanish territory, the UCM, through the applicable entity, shall ensure that the student is covered by medical and repatriation insurance.

F. STUDENT FINANCIAL AID.

COLLABORATING ENTITY may provide for a monthly stipend or student aid. In no case will such aid be considered a salary or remuneration for the activity, since no contractual relationship exists.

G. APPLICABLE LABOUR LAW.

In accordance with Royal Decree 1493/2011, university students who perform paid internships will be included in the General Social Security Scheme (BOE of October 27, 2011), although Royal Decree Law 8/2014, of July 4, on approval of urgent measures for growth, competitiveness and efficiency (BOE of July 5, 2014) establishes a one hundred percent bonus of Social Security contributions for students who perform paid curricular internships (Additional Provision Twenty-Fifth).

The participation of the *COLLABORATING ENTITY* in the internship programme shall not imply any other obligations beyond those stipulated in this Agreement. Given the educational status of the external academic internship, the performance of the internship shall in no case whatsoever give rise to any obligations related to an employment contract, and the programme cannot be used as a substitute for regular job positions.

In addition, and in the event that the student joins the staff of the collaborating entity at the end of his/her studies, the internship period shall not be counted for the purposes of seniority within the company, nor shall it serve as the trial period, except when the applicable collective agreement expressly stipulates otherwise.

When the internship takes place in Public Agencies, Public Entities and any other Public Institution, it shall not be considered for merit points when opting for public employment, nor shall it count toward seniority or be considered a recognition of previous services.

THIRD. OBLIGATIONS OF UCM (THROUGH THE RELEVANT UCM CENTRE OR ENTITY IN CHARGE OF THE ACADEMIC DEGREE).

1. Create, for each intern, an Addendum to this Agreement (based on the template attached hereto) including the following information: student personal data, degree, start and finish dates of the internship, entity where the internship will take place, calendar and timetable, as well as the name of the academic tutor and the tutor at the collaborating entity. In addition, the Student Addendum shall include the education programme, which shall include the explanation of the education goals and competences to be attained by the student, and the training activities that he/she will complete. The entity responsible for the degree will resolve any questions that may arise during the completion of the internship or the TFG/TFM.
2. Appoint an academic tutor, who will monitor the correct development of the education program, and will work with the tutor at the collaborating entity regarding any related issues or functions established by regulations.
3. May propose the appointment of the designated internship tutor from the Collaborating entity to be recognized as honorary "External Internship Collaborator", pursuant to the conditions established by UCM Governing Council. The person in charge at the corresponding UCM centre will be responsible for handling the administrative aspects of this recognition. The centre shall then communicate the proposal to the Office of the relevant Vice Chancellor.

FOURTH. OBLIGATIONS OF *COLLABORATING ENTITY*.

1. Allow students to take their exams, since the entity is collaborating with a university training programme.
2. Appoint a tutor, who shall be responsible for each student's training and stay assessment, and will provide the academic tutor or person in charge of the internship at the corresponding UCM centre where the student is registered with the final report on the student's internship performance. Said report must state the amount of time spent at the internship, the total hours and work performed, the extent of use and participation, student performance and skills acquired.
3. In the event of stays for the completion of the TFG/TFM, the student must have a responsible person or tutor in *COLLABORATING ENTITY* who will act collegially with his/her tutor at the university, always with the approval of the appropriate Commission's Degree or Master's Coordinator and in accordance with the general rules of the TFG/TFM and the specific regulations adopted for the degree. At the end of the TFG/TFM, the tutor will issue a reasoned report and forward it to the Commission's Degree or Master's Coordinator.
4. Declares that it is able to provide the resources and services required to ensure completion of the planned training activities, in observance of all criteria relating to universal access and design for all people, as established by Royal Decree 1/2013, of November 29, which approves the Consolidated Text of the General Law on rights of persons with disabilities and their social inclusion.
5. Comply with and enforce compliance of the corresponding health and safety rules established by the selected work centre, and inform and train students to ensure their compliance with and respect for those rules.

FIFTH. TRANSPARENCY

The parties agree to process the personal data necessary for the execution of this agreement in accordance with the provisions of Regulation (EU) 2016/679, of the European Parliament and of the Council, of April 27, 2016, regarding the protection of natural persons with regard to the processing of personal data and the free circulation of these data (RGPD) and in Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights (LOPDGDD).

For these purposes, the signatory entities of the agreement assume the position of those responsible for the treatments that each one performs in the framework of the execution of this agreement. The transfer by the UCM of the personal data of the students to the collaborating entity will be carried out by means of the communication of the appropriate, pertinent and necessary data for the exclusive purpose of managing the corresponding university practices. The collaborating entity undertakes not to process the data for any other purpose without the consent of the interested party and not to transfer it to third parties without such consent, unless a legal obligation requires it.

The parties mutually exonerate themselves from any liability that may be generated by the breach by one of them of the obligations derived from the personal data protection regulations.

SIXTH. TRANSPARENCY

This agreement is subject to the provisions of Law 19/2013, of December 9, on Transparency, Access to Public Information and Good Governance, as well as Law 10/2019, of April 10, on Transparency and Participation of the Madrid Autonomous Community.

SEVENTH. DISSEMINATION

The UCM and *COLLABORATING ENTITY* mutually authorize the use of their respective logos as collaborating entities solely for disseminating and publicizing the activities included in this Agreement, pursuant to the rules and instructions that both entities may mutually provide for that purpose.

EIGHTH. FOLLOW-UP, MONITORING AND CONTROL

For good coordination, follow-up and optimum development of the actions, the persons in charge of both collaborating entities, along with the internship tutor and/or the TFG/TGM of the corresponding centre, in the case of UCM, and the external tutor, in the case of *COLLABORATING ENTITY*, will be in permanent contact, will arrange to meet whenever necessary, and will undertake to solve by mutual agreement any incident that might occur during the completion of the actions included in this Agreement.

NINTH. DURATION OF THE AGREEMENT

The duration of this Agreement shall be four years and shall come into effect on the day of the signature. It may be extended with the unanimous agreement of the parties, which agreement shall be executed in writing, one month prior to the expiration of the agreed period, for a maximum period of up to a further four years.

TENTH. MODIFICATION AND TERMINATION OF THE AGREEMENT

This Agreement may be modified by unanimous agreement of the parties; any modification will be formalized in a corresponding addendum.

This Agreement will terminate on completion of the actions included herein, or if there are grounds for termination. Grounds for termination are contained in article 51.2 of Law 40/2015, of October 1, on the Legal System of the Public Sector.

If at the moment of resolution a UCM student is performing an internship at *COLLABORATING ENTITY*, the Agreement will continue to have full effect until it is terminated.

This Agreement annuls any prior internship agreement signed between UCM and *COLLABORATING ENTITY*.

In the event of termination of the Agreement, the decisions required to ensure appropriate settlement will be adopted, including any compensation from the defaulting party.

The acting Follow-Up Commission will continue and will be responsible for resolving any issue that might arise in relation to the actions underway or resulting from the Agreement and also, in the event of termination, until all pending matters have been resolved.

ELEVENTH. CONSEQUENCES ARISING FROM FAILURE TO COMPLY WITH THE OBLIGATIONS AND COMMITMENTS ASSUMED BY THE PARTIES.

In the event of one of the signatories of the Agreement failing to comply with the obligations and commitments, the defaulting party will be sent a written request to comply with said obligations or commitments within a period of 30 calendar days. If the defaulting party fails to comply within the stated period, the other party will notify the defaulting party of the grounds for termination and the Agreement will be considered terminated.

TWELFTH. NATURE AND RESOLUTION OF DISPUTES.

This collaboration agreement has administrative nature, not being applicable to Law 9/2017, from November 8, on Public Sector Contracts (BOE of November 9, 2017), in accordance with articles 6.1 and 6.2., being subject to the legal system of agreements provided for in Chapter VI of the Preliminary Title of Law 40/2015, of October 1, on the Legal System of the Public Sector.

Any discrepancies in relation to the interpretation, development, modification, resolution and effects that might arise from the application of this Agreement shall be resolved by agreement of the parties. If no such agreement is reached, litigious matters will be heard by the courts of the corresponding jurisdictional order.

And as proof of compliance with what has been agreed, both parties sign all the pages of the contract, in duplicate, at the place and on the date stipulated in the heading of this contract.

**FOR THE COMPLUTENSE
UNIVERSITY OF MADRID**

BY *COLLABORATING ENTITY*

María Concepción García Gómez

Name of signatory

Basic information on data protection processing: Agreements	
<i>Person in charge</i>	Vice Chancellor for Employability and Entrepreneurship
<i>Purpose</i>	Management of agreements
<i>Legitimation</i>	Compliance of legal obligation; public service mission
<i>End users</i>	Data will not be shared with third parties, except in cases of legal obligation
<i>Rights</i>	Access, rectify and delete data, along with other rights, set out in the additional information
<i>Additional information</i>	Click here for further information: https://www.ucm.es/data/cont/docs/3-2019-06-21-InfoAdicOpe-21-6.pdf

FINAL REPORT OF THE INTEREST AND OPPORTUNITY OF THE AGREEMENT BETWEEN THE COMPLUTENSE UNIVERSITY OF MADRID AND *COLLABORATING ENTITY* FOR THE UNDERTAKING OF EXTERNAL ACADEMIC INTERNSHIPS AND/OR FINAL PROJECTS OF THE DEGREE OR MASTER'S DEGREE BY STUDENTS AT UCM

María Concepción García Gómez, Vice Chancellor for Employability and Entrepreneurship at the UCM, expressly declares UCM's interest in signing the benchmark agreement, under the aegis of Royal Decree 592/2014, July 11, which governs the external academic internships of university students.

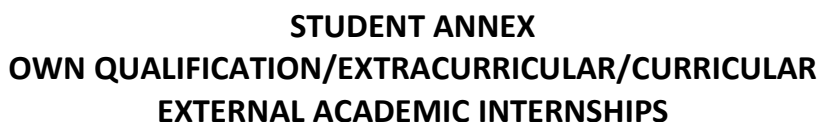
The purpose of this Agreement is to enable UCM students to apply the knowledge acquired in their academic training, thereby promoting the acquisition of skills that will prepare them to perform professional activities, enhance their employability and foster their entrepreneurial ability.

Given the educational nature of the activities contemplated in this Agreement, under no circumstance will there be obligations of labour relations or financial commitment by either party.

Likewise, this Agreement contains no benefits attributable to a contract, and the nature and legal system are subject to the provisions of Law 40/2015, of October 1, on the Legal System of the Public Sector.

In Madrid on *(date)*

María Concepción García Gómez



STUDENT:			
DEGREE:			
ECTS CREDITS:		TOTAL NUMBER OF HOURS:	
EMAIL:		FISCAL/TAX ID OR FOREIGN NATIONAL ID:	
DATE OF INCORPORATION:		DATE OF TERMINATION:	
INTERNSHIP DAY: (hours per day)		DAYS OF THE WEEK:	
COMPANY OR INSTITUTION WHERE THE INTERNSHIPS ARE PERFORMED:			
STUDY GRANTS (euros per month):			
TUTOR OF THE COLLABORATING ENTITY:			
ACADEMIC TUTOR:			
<div>TRAINING PROJECT:</div> <div>EDUCATIONAL OBJECTIVES:</div> <div>ACTIVITIES TO BE UNDERTAKEN:</div>			

And as proof of compliance, the parties sign this document, in triplicate, in Madrid, on ... 202...

Student's signature:

Signed: