

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

**[date]**

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 acting by delegation of the Rector according to Rectoral Decree 1/2021, of 11 January, regarding the establishment of the UCM Vice-rectorates, the delegation of powers and various organisational issues, and published by the Official Gazette (BOCM) of the Madrid Autonomous Community on January 14, 2021.

And, [NAME], [POSITION], acting in the name of and on behalf of [ENTITY], hereinafter, [ACRONYM], tax identification number [numero] and registered office in [vía].

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.**

**[ENTITY]** aims to **[PURPOSES]**.

**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. SUBJECT MATTER 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 [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 [ENTITY],.**

[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 14.5 of Royal Decree 822/2021, of September 28, regulating official college degrees.

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

c) 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 shall 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 [[ENTITY],] and follow the directions received from the person in charge. The students shall perform the assigned tasks diligently, and for that purpose they shall observe professional secrecy during their stay and once it has concluded. In the event of absence, the student shall be required to provide justification to the corresponding UCM centre. The rules for leaves of absence shall 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 [ENTITY],] deems it appropriate, UCM shall arrange for the admission of a new student who shall 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 shall 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.**

[[ENTITY],] may provide for a monthly stipend or student aid. In no case shall 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 shall 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 [[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. Creating, 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 shall 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 shall complete. The entity responsible for the degree shall resolve any questions that may arise during the completion of the internship or the TFG/TFM.
2. Appointing an academic tutor, who shall monitor the correct development of the education program, and shall work with the tutor at the collaborating entity regarding any related issues or functions established by regulations.
3. Proposing 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 shall 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 [OTRA ENTIDAD].**

1. Allowing students to take their exams, since the entity is collaborating with a university training programme.
2. Appointing a tutor, who shall be responsible for each student's training and stay assessment, and shall 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 [ENTITY], who shall act collegially with his/her tutor at the university, always with the approval of the appropriate Commission's Degree or Master 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 shall issue a reasoned report and forward it to the Commission's Degree or Master's Coordinator.
4. Declaring 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. Must assure a safe and hygienic workplace and shall instruct the students about what measures must be taken.

#### **FIFTH. PERSONAL DATA PROTECTION**

The parties to this Agreement and its annexes, as well as any other third parties related to its execution, shall be bound by the provisions and requirements established by Regulation (EU) 2016/679 of the European Parliament and of the Council, April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and, where appropriate, by Organic Law 3/2018, December 5, Personal Data Protection and Digital Rights Guarantee (LOPDGDD) and/or by the current or future applicable sector legislation

Each of the parties holds the status of responsible for the processing of personal information carried out in the development of the activities deriving from this Agreement. In any case, they are obliged to communicate to the other party, if necessary, their privacy policies and any other relevant information, particularly in terms of security.

In cases of complaint from those affected or from virtue of inspection by the supervisory authority competent, and when not observing the provisions of the data protection regulation, each party shall be solely responsible for the use, processing or improper communication that may be made of the data subjects concerned.

Both parties undertake to hold the other party harmless from any liability that could be declared as a consequence of the breach of the obligations that concern them in relation to the protection of personal data.

Additionally, the parties undertake to maintain confidentiality regarding personal data, and not to transfer them in an unauthorized manner, diligently complying with the duty of care and custody, committing to adopt the necessary technical and organizational measures that guarantee security of the personal data to which access is allowed and to avoid its alteration, processing, loss and unauthorized access.

For the fulfillment of the purposes of this Educational Cooperation Agreement for the development of practices, the UCM may assign to the entity that signed the Agreement the personal data of students interested in carrying out their practices in the entity, in order for it to make the final selection and they are incorporated when the entity decides. If so, only data strictly necessary to achieve the purpose shall be communicated, which are those that appear in the Annex to this Agreement. In particular, the UCM undertakes to inform the students whose personal data it is going to provide to the entity (before the transfer) of the aspects required by article 13 of the GDPR, in particular, about the recipient of these data shall be the entity.

The entity may only process the personal data of the students provided by the UCM for the selection and management of the internships in accordance with the provisions of this Agreement and its annexes. The entity shall keep the personal data of the students who are candidates during the academic year and, once it has ended, for the necessary periods to comply with legal obligations and the necessary time to determine the possible responsibilities that may arise from this purpose and the processing of the data.

Additionally, if the entity wishes to use the received data for different purposes from contemplated in this Agreement, it must comply with the provisions of article 14.4 of the GDPR and previously obtain the corresponding consent from the data subjects concerned.

The breach of the obligations and commitments assumed by any of the signatories in terms of data protection shall be cause for termination of the Agreement. The resolution for this cause shall not give the right to any compensation.

**Signatories data:**

The contact details of the signatories from this Agreement and from the rest of the contact persons who may intervene, shall be processed and included in each processing, for which each of the parties is responsible. The aforementioned data shall be processed based on the execution of the Agreement, as well as compliance with a legal obligation and a mission of public interest, in order to manage the maintenance, compliance, development, control and execution according to this Collaboration Agreement.

The aforementioned personal data shall not be transferred to third parties unless it is necessary in accordance with the Law for compliance with this Agreement or legal obligations.

Each of the parties must respond to the requests it receives, from the interested parties, regarding the exercise of the data protection rights contained in Chapter III of the GDPR and concordant of the LOPDGDD, without the exercise against a controller affecting to the other one.

In a case of the owners of the personal data exercise their rights of erasure or rectification, as well as restriction of the processing against one of the signing parties, this party shall immediately notify the other parties of this exercise, so that they may, where appropriate, make it effective also in their processing.

In addition, the representatives of the signing parties, as data subjects, may exercise, at any time, their rights of access, rectification, erasure, opposition, restriction of processing, and no longer be subject to automated decisions, by contacting the corresponding data protection officer. Where appropriate, the data subject may also lodge a complaint with the competent control authority.

These personal data shall be processed as long as this Agreement remains in force and, subsequently, they shall be kept for no longer than is necessary for the purposes for which the personal data are processed and also in order to determine the possible responsibilities that may arise from these purposes. Afterwards, the storage or, where appropriate, the erasure of personal information shall be carried out in accordance with the article 32 of the LOPDGDD, related to blocking 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 Community of Madrid.

#### **SEVENTH. DISSEMINATION**

The UCM and [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. MONITORING MECHANISMS.**

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 [[ENTITY]], shall be in permanent contact, shall arrange to meet whenever necessary, and shall undertake to solve by mutual agreement any incident that might occur during the completion of the actions included in this Agreement.

#### **NINTH. TERM 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. AMENDMENT AND TERMINATION.**

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

This Agreement shall 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 [ENTITY],, the Agreement shall continue to have full effect until it is terminated.

This Agreement annuls any prior internship agreement signed between UCM and [ENTITY],.

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

The acting Follow-Up Commission shall continue and shall 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 OF BREACH OF 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 shall 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 shall notify the defaulting party of the grounds for termination and the Agreement shall be considered terminated.

#### **TWELFTH. NATURE OF THE AGREEMENT AND DISPUTE RESOLUTION.**

This collaboration agreement has administrative nature, 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 shall 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.

**THE COMPLUTENSE UNIVERSITY OF  
MADRID**

**[ENTITY]**

María Concepción García Gómez

**[Signatory]**



**STUDENT ANNEXE OWN QUALIFICATION/EXTRACURRICULAR/CURRICULAR  
EXTERNAL ACADEMIC INTERNSHIPS**

This Annexe is included in the Internship Agreement signed between the Complutense University of Madrid and ..., signed on ... 202..

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

The student signatory agrees to undertake the internship, under the aegis of the aforementioned Agreement, and to abide by the prevailing legislation. Likewise, said student signatory undertakes to treat as strictly confidential any information to which s/he may have access as a result of performing the internship contained in this Agreement.

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

Person in charge of internships at the centre or in charge of qualifications;

Tutor's/collaborating entity's Student's signature:

Signed:

Signed:

Signed:

## ANNEXE

### 1.- Information about personal data processing related to this Agreement

The parties shall inform the signatories who act on behalf of each of them and the contact person about the personal data that they provide by virtue of this Agreement or those that they provide subsequently shall be processed by each of the parties. in order to manage the maintenance, compliance, development, control and execution of the provisions of this Agreement, where legal relationship is the basis of legitimation.

Without prejudice to the obligations regarding active advertising and the right of access to public information provided by Law 19/2013, December 9, on Transparency, Access to Public Information and Good Governance, and by Law 10/2019, April 10, Transparency and Participation of the Community of Madrid, the parties undertake to respect the confidentiality of the information provided in the execution of this Agreement or any other specific agreement derived from it.

With regard to the processing of personal data that could derive from the execution of this Agreement, the parties expressly undertake to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council, April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and, where appropriate, by Organic Law 3/2018, December 5, Personal Data Protection and Digital Rights Guarantee (LOPDGDD).

The University shall process the personal data of the signatories of this Agreement, contact persons and any others related to its execution in the following terms:

#### a) Controller

Universidad de Complutense de Madrid.

CIF núm. Q2818014I

Avda. de Séneca, 2

28040 Madrid

#### b) Contact details of the Data Protection Officer

Data subjects may contact the Data Protection Officer at this email address [ofi.dpd@ucm.es](mailto:ofi.dpd@ucm.es) or by regular mail to the Vice-Rectorate for Employability and Entrepreneurship of the UCM.

#### c) Purposes of the processing for which the personal data are intended to and legal basis for the processing

Personal data are processed:

For the development of missions of public interest in accordance with article 1 of Organic Law 6/2001, December 21, on Universities, under the provisions of article 6.1.e) of the General Data Protection Regulation.

- To comply with the legal duty of transparency in accordance with Law 19/2013, December 9, on Transparency, Access to Public Information and Good Governance.

#### d) Recipients

The Agreement, indicating the name and surname of the signatories, may be published on the University Transparency Portal, by virtue of the provisions of Law 19/2013, December 9, on Transparency, Access to Information Public and Good Governance, and Law 10/2019, April 10, on Transparency and Participation of the Community of Madrid.

#### e) The controller does not intend to transfer personal data to an international organization

#### f) Storage criteria

Personal data shall be kept during the term of the Agreement. However, they shall be subject to subsequent storage in application of Spanish legislation on historical and documentary heritage.

**g) Exercise of the rights of the data subjects**

Data subjects may exercise their rights of access, rectification, erasure of personal data and restriction of processing of personal data, to object to processing personal data and, where appropriate, not to be subject to a decision based solely on automated processing of the concerning data subject, by requesting from the UCM through the electronic procedure enabled for this purpose and available on the Virtual Branch on the following link:

<https://sede.ucm.es/>

Or, in writing, addressed to:

Vicerrectorado de Empleabilidad y Emprendimiento

Edificio de Estudiantes la UCM

Avda. Complutense s/n

Ciudad Universitaria

28040 Madrid

**h) Supervisory Authority**

Data subjects have the right to lodge a complaint with the Data Protection Authority for Spain, either through its virtual branch or at their address, Calle Jorge Juan nº 6, C.P. 28001, Madrid.

**THE OTHER PARTY** as controller shall process the personal data of the signatories of this Agreement about contact persons and any others related to its execution in the following terms:

**a) Controller**

Business name

Address

Postal Code, City

(Country)

**b) Contact details of the Data Protection Officer**

*(In case Entity has Data Protection Officer)*

Data subjects may contact the Data Protection Officer at this email address [email address](#) or by regular mail addressed to [address, postal code, City \(Country\)](#).

*(In case Entity has no Data Protection Officer)*

[Business name](#) has no Data Protection Officer, since its designation is not necessary according to article 37 of the GRPD.

**c) Purposes of the processing for which the personal data are intended to and legal basis for the processing**

For the fulfillment, realization and execution of the Agreement under the provisions of article 6.1.b) of the General Data Protection Regulation.

**d) Recipients**

Data may be communicated only to the competent Public Administrations in the cases envisaged in the Law and only for the purposes defined therein.

**e) The controller does not intend to transfer personal data to an international organization**

**f) Storage criteria**

Personal data shall be kept during the term of the Agreement.

**g) Exercise of the rights of the data subjects**

Data subjects may exercise their rights of access, rectification, erasure of personal data and restriction of processing of personal data, to object to processing personal data and, where appropriate, not to be subject to a decision based solely on automated processing of the concerning data subject, by requesting from [Business Name](#) through email address [email address](#)

Or, in writing, addressed to [address](#), [postal code](#), [City](#) ([Country](#))

**h) Supervisory Authority**

*(In case Entity is located in Spain)*

Data subjects have the right to lodge a complaint with the Data Protection Authority for Spain, either through its virtual branch or at their address, Calle Jorge Juan nº 6, C.P. 28001, Madrid.

*(In case Entity is located in another EU country)*

[Fulfill with Supervisory Authority data from the country in question](#)