

**AGREEMENT FOR THE COOPERATION IN EDUCATION BETWEEN
THE COMPLUTENSE UNIVERSITY OF MADRID
AND
(COMPANY/ENTITY NAME)**

In Madrid, on the (day) of (month) of (year).

By and between:

Ms María Concepción García Gómez, Vice-Rector of On-Going Formation, Employability and Entrepreneurship at the Complutense University of Madrid (hereinafter, UCM), named by Rector's Office Decree 37/2023, on June 28, and the authority that has been delegated to her by Rector's Office Decree 28/2023, on June 28, establishing the Offices of the Vice-Rectors of the Complutense University of Madrid, delegating authority and setting various organizational issues, published in the Official Gazette of the Community of Madrid on July 10, 2023.

(Company or private institution)

And Mr/Ms Full name, Position, as accredited legal representative of Company Name, (hereinafter, company initials, if applicable), with Tax ID number and registered address at street, number, post code, city.

(Public entity)

And Mr/Ms Full name, Position, in the name of and representing entity name, with Tax ID number, under the responsibilities assigned to them according to (document and appointment that accredits the legal capacity with which he/she acts) and address for notification purposes at street, number, post code, city.

The parties mutually recognize their sufficient legal capacity to enter into this Agreement, and therefore they

DECLARE

I.

That the functions of the UCM, according to its Bylaws approved by Decree 32/2017, of 21 March, of the Government Council of the Community of Madrid (BOCM of 24 March 2017), include the creation, development, transmission and critique of science, technology and culture; the dissemination, evaluation and transfer of knowledge in the service of culture, quality of life and economic development; the dissemination of knowledge and culture through university extension and ongoing training.

Additionally, the UCM assumes its commitment to bring university education closer to the social and professional reality of our environment, by establishing relations with other entities, which allow the completion of the training process with the implementation of the theoretical knowledge acquired.

II.

The purpose of company/entity is...

III.

Whereas the parties, under the Royal Decree 592/2014, of 11 July, regulating the external academic internships of university students, and pursuant to the provisions of the Regulation of External Academic Internships, approved by the Government Council of the UCM on the 31 of October of 2017 (BOUC of 3 November 2017), agree to sign this Agreement in accordance with the following

CLAUSES

FIRST. SUBJECT MATTER OF THE AGREEMENT.

The subject matter of this Agreement is to establish the conditions under which the UCM students will carry out an external internship program of any higher education which takes place at the UCM, both official and unofficial, according to the particular conditions of each modality established in the corresponding training program at [Company/Entity name](#).

SECOND. GENERAL CONDITIONS OF THE AGREEMENT.

A. OFFER FROM [COMPANY/ENTITY NAME](#).

[Company/Entity name](#) may offer internship positions in the frequency and quantity that it wishes, and also describe the specific conditions offered for each position.

B. MODALITIES OF EXTERNAL INTERNSHIPS.

The external internships may be either part of the curricular or extracurricular.

- a) Curricular internships are established as academic activities that are part of the curriculum.
- b) Extracurricular internships are those that students may carry out on a voluntary basis during their training period and are not part of the official curriculum, even though they share the same purposes as the curricular internships. Nevertheless, when applicable, they shall be included in the European Diploma Supplement, pursuant to the applicable legislation.

C. INTERNSHIPS DURATION.

- a) External curricular internships shall have the duration established by the corresponding curriculum, in accordance with article 14.5 of Royal Decree 822/2021, of 28 September, which establishes the organization of official university education.
- b) If the internships are for unofficial degrees, their duration shall be determined in the proposal for the training activity approved by the corresponding Commission.
- c) External extracurricular internships shall preferably have a duration not exceeding 50% of the credits of the academic year. The duration of each internship shall be established in each offer and may not be less than 200 hours (unless it involves the continuation of a curricular internship or its specific nature requires a shorter duration), nor more than 900 effective hours.

D. DEVELOPMENT OF THE INTERNSHIP.

- 1. Timetables for carrying out the internships shall be established in accordance with their characteristics and the availability of the collaborating entity. They shall be compatible with

the academic, training and representation activities and participation by the student at the UCM.

2. Students must comply with the internal rules of [Company/Entity name](#) and follow the instructions from the tutor appointed by the entity. They must be diligently applied to the tasks entrusted to them, of which they will keep professional secrecy and a duty of confidentiality during their stay and once it is finished. In case of absence, it will be necessary to notify and justify it to the responsible centre from the UCM. The student permit regime will be agreed upon by the tutors of both parties with respect in any case to the permits which the student is entitled to in accordance with current regulations.
3. For duly justified reasons, in accordance with the provisions of article 20 of the UCM External Academic Internship Regulations, any party may terminate the internship period. If [Company/Entity name](#) considers it appropriate, the UCM shall manage the incorporation of a new student who shall begin their training period as soon as possible.
4. If any signatory party to this Agreement or the students wish to use the partial or final results from their activity in the collaborating entity, partially or entirely, for publication as an article, conference, thesis, report, etc. they must request the agreement of the other party in writing, who must respond within a maximum period of 45 days, communicating its authorization, reservations or disagreement. When the deadline has passed without obtaining a response, it shall be understood that silence is the tacit authorization for its dissemination.
5. The registrable industrial property rights that may arise from the results of the internship carried out by the student shall correspond to the collaborating entity. With regard to intellectual property, the recognition of the authorship of the work by the student shall always be respected, and an exception to this general principle may be agreed directly between the student and the entity.

E. SOCIAL SECURITY AND INSURANCE REGIME.

1. All the UCM students who are enrolled in any higher education, official or unofficial, are covered by civil liability insurance.
2. The School Insurance covers those under 28, enrolled in official degrees at the respective centres of the UCM and up-to-date with the corresponding fee. The temporal scope of coverage is the school year. The framework of application is the national territory, in accordance with the principle of territoriality pursuant to the General Social Security Law.
3. In case of students over 28 or those enrolled in unofficial degrees from the UCM, the Internship Coordination shall ensure that the student is covered by the corresponding accident insurance as well as any other insurance required.
4. If the internship take place outside the Spanish territory, the UCM, through the corresponding centre, shall ensure that the student has a health care and repatriation insurance.

(in case Company/Entity is located in Spain)

5. UCM students who carry out external academic internships will be included in the Social Security system, in the terms established in the Fifty-Second Additional Provision of Royal Legislative Decree 8/2015, of 30 October, which approves the consolidated text of the General Law of Social Security, introduced by RD Law 2/2023, of 16 March, on urgent measures to expand the rights of pensioners, reduce the gender gap and establish a new framework of the sustainability of the public pension system.

F. STUDY AIDS.

Company/Entity name may assign a monthly amount as a scholarship or study aid. In no case this aid shall be considered as pay or salary for the activity carried out since there is no contractual relationship.

The participation of **Company/Entity name** in the internship program does not imply the acquisition of more commitments than those stipulated in this Agreement. As the external academic internships are formative, in no case, obligations of an employment relationship shall arise from the internship. Also, it shall not be substituted for a regular job position.

In addition, when the internship ends, if the student is hired by the entity, the internship duration shall not be computed for seniority purposes or exempt from the trial period, unless an entity collective agreement expressly stipulates otherwise.

With regard to the Public Administrations, Public Entities and other Public Organisms, the realization of external academic internships in them shall not be considered merit for access to the civil service nor will it be computed for the purposes of seniority or recognition of previous services.

THIRD. THE UCM'S COMMITMENTS (THROUGH THE CORRESPONDING CENTER OR BODY RESPONSIBLE FOR THE DEGREE).

1. Preparing an Annexe to this Agreement for each internship student where the following information is recorded: student data, degree, date of incorporation and completion of the internship, entity where the internship shall be carried out, calendar and schedule, as well as the name of the academic tutor and the tutor of the collaborating entity. In addition, the Student Annexe must incorporate the training project in which the educational objectives and the skills that the student must acquire, as well as the training activities that the student shall develop. The body responsible for the degree shall resolve any doubts that may arise during the development of the internships.
2. Appointing an academic tutor who shall ensure the normal development of the training project, collaborate with the tutor of the collaborating entity in all those aspects that affect him/her, as well as those functions that are established by regulation.
3. The possibility of proposing that internship tutors designated by the collaborating entity receive the honorary appointment of "External Internship Tutor", in accordance with the conditions established by the Government Council of the UCM. The necessary procedures to obtain recognition shall be carried out by the person in charge of the UCM centre, who shall submit the appointment proposal to the corresponding Vice-Rectorate.

(in case Company/Entity is located in Spain and the UCM assumes the Social Security expenses)

4. Complying with Social Security obligations and including students who are carrying out external academic internships in the Social Security system in accordance with the fifty-second additional provision of Royal Legislative Decree 8/2015, of 30 October, which approves the consolidated text of the General Law of Social Security. introduced by RD Law 2/2023, of 16 March, on urgent measures to expand the rights of pensioners, reduce the gender gap and establish a new framework for the sustainability of the public pension system.

FOURTH. COMPANY/ENTITY NAME'S COMMITMENTS.

1. While collaborating in a university training program, facilitating the student to take their exams.

2. Appointing a tutor who shall be responsible for the training of each student and the assessment of their stay, providing the person in charge or academic tutor of the UCM centre where the student is enrolled the report on the progress of the internship upon completion, in which the internship time carried out shall be included, the total hours, their content, the level of achievement and participation, the student efficiency and the acquired skills.
3. [Company/Entity name](#) states that it has the material means and services available that allow it to guarantee the development of the planned training activities, observing the criteria of universal accessibility and design for all, according to the provisions of Royal Legislative Decree 1/2013, of 29 November, which approves the Consolidated Text of the General Law on the rights of people with disabilities and their social inclusion.
4. Observing and enforcing the Safety and Hygiene measures established in the assigned work centre and informing, training and enforcing to the students to comply with and be bound by these measures.

(in case Company/Entity is located in Spain and the Company/Entity assumes the Social Security expenses)

5. Complying with Social Security obligations and including students who are carrying out external academic internships in the Social Security system in accordance with the fifty-second additional provision of Royal Legislative Decree 8/2015, of 30 October, which approves the consolidated text of the General Law of Social Security. introduced by RD Law 2/2023, of 16 March, on urgent measures to expand the rights of pensioners, reduce the gender gap and establish a new framework for the sustainability of the public pension system.

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, of 27 April 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, of 5 December, 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 case 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 fulfilment of the purposes of this Educational Cooperation Agreement for the development of internships, the UCM may assign to the entity that signed the Agreement the personal data of students interested in carrying out their internships 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 Annexe 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 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 9 December, on Transparency, Access to Public Information and Good Governance, and of Law 10/2019, of 10 April, on Transparency and Participation of the Community of Madrid.

SEVENTH. DISSEMINATION.

The UCM and [Company/Entity name](#) mutually authorize each other to use of their respective logos as partner entities, exclusively to disseminate and advertise the activities that are part of this Agreement, subject to the rules and instructions that each institution may provide the other for such a purpose.

EIGHTH. FOLLOW-UP, MONITORING AND CONTROL.

In order to get good coordination and monitoring of the actions and their optimal development, those responsible for both entities together with the tutor of the internship of the corresponding Centre, in case of the UCM, and the external tutor, in case of [Company/Entity name](#), shall be in permanent contact and communication, meeting whenever they deem it appropriate, committing to resolve, by mutual agreement, all incidents that may arise throughout the development of the actions object of this Agreement.

NINTH. TERM OF THE AGREEMENT.

The term of this Agreement shall be four years and it shall enter into effect from the day of the signature by the last signatory. It may be renewed by unanimous agreement of the parties for up to four additional years, which must be formalized in writing, one month before the original term expires.

TENTH. AMENDMENT AND TERMINATION.

This Agreement may be amended by unanimous agreement of the parties, which shall be formalized through the corresponding addendum.

This Agreement shall be terminated once the actions that constitute its purpose are complete, or if there is cause for termination. Causes for termination are set forth in article 51.2 of Law 40/2015, of 1 October, on the Legal Framework for the Public Sector.

If at the time of the Agreement is terminated a UCM student is doing an internship at [Company/Entity name](#), the Agreement shall continue to have full effect until the internship is completed.

This Agreement shall supersede all prior internship agreements between the UCM and [Company/Entity name](#).

The Monitoring Committee shall continue to operate and shall be responsible for resolving any issues that may arise regarding the activities underway or arising from the Agreement and, furthermore, in case of its termination, until any matters are resolved.

ELEVENTH. CONSEQUENCES OF BREACH OF OBLIGATIONS AND COMMITMENTS ASSUMED BY THE PARTIES.

If there is a breach of the obligations and commitments assumed by one of the signatories of the Agreement, the breaching party shall be notified and asked to comply with their obligations or commitments within 30 calendar days. If after the period indicated in the notification the breach persists, the party making the request for compliance shall notify the other party of the continuance of the cause for termination and the Agreement may be understood to be terminated.

If the Agreement is terminated, the necessary decisions shall be made to appropriately settle the Agreement, including any possible compensation by the breaching party.

TWELFTH. NATURE OF THE AGREEMENT AND DISPUTE RESOLUTION.

This collaboration Agreement is of an administrative nature and is subject to the legal framework for agreements set forth in Chapter VI of the Preliminary Title of Law 40/2015, of 1 October, on the Legal Framework for the Public Sector.

Any disputes regarding the interpretation, implementation, amendment, termination and effects of this Agreement must be resolved by agreement between parties. If it cannot reach an agreement, any litigation shall be subject to the jurisdiction of the Contentious-Administrative Courts.

In witness whereof, and to duly record the agreements made herein, both parties sign this Agreement, either with a validated electronic signature or in two counterparts and on all pages, in the place and on the date indicated above.

**FOR THE COMPLUTENSE
UNIVERSITY OF MADRID**

FOR COMPANY/ENTITY NAME

María Concepción García Gómez

Company/Entity representative

STUDENT ANNEXE
EXTRACURRICULAR/CURRICULAR
EXTERNAL ACADEMIC INTERNSHIPS / UNOFFICIAL DEGREE

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

STUDENT:			
DEGREE:			
ECTS CREDITS:		TOTAL NUMBER OF HOURS:	
EMAIL:		ID CARD NUMBER:	
DATE OF INCORPORATION:		DATE OF TERMINATION:	
INTERNSHIP DAY: (hours per day)		DAYS OF THE WEEK:	
COMPANY OR INSTITUTION WHERE THE INTERNSHIPS ARE PERFORMED:			
STUDY AIDS (euros per month):			
TUTOR OF THE COLLABORATING ENTITY:			
ACADEMIC TUTOR:			
TRAINING PROJECT: EDUCATIONAL OBJECTIVES: ACTIVITIES TO DEVELOP:			

The undersigned student declares his agreement to carry out the internship, under the protection of the above-mentioned Agreement and in compliance with current regulations. Likewise, the student undertakes to maintain the strictest obligation of confidentiality regarding all information to which s/he may have access, as a consequence of carrying out the practices object of this Agreement.

And, as proof of conformity, this document is signed, in triplicate, in Madrid, on... of... of 202... by:

Person in charge of the internship Tutor of the collaborating entity: Student:
at the centre or in charge of the
degree:

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 n. 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 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 2 of Organic Law 2/2023, March 22, on the University System (BOE of 23 March 2023), 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 Formación Permanente, 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

Company/Entity name

Tax ID number

Address

Postal Code, City

(Country)

b) Contact details of the Data Protection Officer

(In case Company/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 Company/Entity has no Data Protection Officer)

[Company/Entity 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 [Company/Entity 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](#)