

Educational Cooperation Agreement

by and between

(full name of the entity)

and

Comillas Pontifical University

In Madrid, on [date]

Party of the first part, **(full name of the entity)**, hereinafter “the Entity”, with registered head office at **(full registered address)** and Tax Identification Number, represented herein by Mr./Ms. **(name)**, **(job title)** at the Entity.

Party of the second part, Comillas Pontifical University, hereinafter also "Comillas", with registered head office at calle Alberto Aguilera, 23, 28015 Madrid and Tax Identification Number R-2800395-B, represented herein by Mr. Julio L. Martínez Martínez, Rector Magnificus of this university.

Both parties mutually acknowledge their sufficient legal capacity to enter into the following Agreement, and to such end

THEY STATE

As per their mutual interests and objectives, they wish to establish a framework of collaboration for the benefit and development of their teaching resources, methods and activities in order to collaborate in the training of Comillas students, through a range of internship programs especially adapted to this purpose and to provide the best preparation of future professionals.

As such, they agree to enter into this Educational Cooperation Agreement in accordance with the clauses that appear on the reverse side of this document.

And in witness whereof, this document is signed, in duplicate and to single and shared effect, in the place and on the date stated above.

By *(full name of the entity)*

By *Comillas Pontifical University*

(name)
(job title)

Julio L. Martínez Martínez
Rector

CLAUSES

One. Subject-matter of the agreement

The subject-matter of this agreement is to formalize the collaboration between the Entity and Comillas in the training of students of this university, through a program of external academic internships, including completion of the end-of-course project. The aim of these internships is to allow university students to apply and broaden the knowledge acquired from their academic studies, favoring the building of new skills that help prepare them for professional work, boost their employability and nurture their entrepreneurial spirit.

Two. Legal framework

These internships are subject to the applicable provisions of Royal Decree 592/2014, dated July 11, which governs external academic internships for university students, and to any future legislation which may complement or replace said provisions. In the case of internships completed in an Autonomous Community with autonomous legislation on this matter, these regulations will be applicable. In particular, these internships will be subject to the applicable provisions of Royal Decree 1493/2011, dated October 24, governing the terms and conditions of social security contributions made by persons participating in training programs, in application of the provisions of the third supplementary provision of Law 27/2011, dated August 1, regarding the update, adaptation and modernization of the Social Security System, and the twenty-fifth supplementary provision of Royal Decree-Law 8/2014, dated July 4, approving emergency measures for growth, competitiveness and efficiency.

Three. Eligibility

This program is open to any student enrolled on any course taught at Comillas or at Centers attached to the university. Students from other Spanish or foreign universities who, under academic mobility programs or agreements established between Comillas and other universities, are studying at Comillas or at any of the Centers attached to the university are also eligible for this program.

In order to be accepted onto the internship program, students must meet the conditions established by Comillas in application of, or compliance with, legal requirements.

Four. General conditions of the internships offered

1. Internships will be offered by the Entity, without this creating any contractual obligation of any kind, and communicated to Comillas for circulation among its students. The individual nature and specific terms and conditions of each internship will be established and published in each new round of offers.

The internships offered by the entity will guarantee that the student's academic activities are correctly performed and monitored. Therefore, the timetable for the internship will be compatible with the student's academic, representation and participation activities at the University. The Entity, being informed in due time, will grant students the necessary permission to continue these activities.

2. Content:

Internship offers must contain the following information:

- a) Name or trading name of the Entity where the internship will take place.
- b) Center, area and address where the internship will take place.
- c) Start date and end date of the internship and total number of hours.
- d) Number of hours per day of work or participation and timetable.
- e) Training project, activities and skills to be developed.
- f) If there is a scholarship or a study grant for the student and how to apply.

3. Communication and allocation:

Comillas will be responsible for circulation of all internship offers, applications and letters of acceptance, in accordance with its internal regulations, guaranteeing at all times the principles of transparency, disclosure, universal accessibility and equal opportunities.

Five. Specific conditions of the internships offered

The specific conditions of the internship and the identification details of the student and of the tutor assigned to them by the Entity must be clearly stated on the corresponding appendix, which will be signed by the Dean/Head of the Center involved, the student and the person appointed by the Entity.

Six. Monitoring

During the internship, the student's activities will be jointly monitored and assessed by someone at the Entity (tutor) and a lecturer at Comillas (the academic tutor). This will enable the Comillas Center to which the student belongs to assign a grade for the internship and to record this grade on the student's academic record.

Seven. Status, rights and obligations of the tutor

1. The tutor appointed by the Entity will be someone linked to the Entity, with professional experience and the necessary knowledge to effectively guide students through the internship and to monitor their work. They will be named in the Appendix referred to in Clause Five of this agreement.

2. The tutor appointed by the Entity has the right to formal recognition of their role from Comillas; to be informed of the regulations governing external internships, the training project and the terms and conditions of carrying out the project; and to access to Comillas in order to obtain the information and support required to successfully fulfill their role.

3. In turn, the tutor appointed by the collaborating Entity agrees to supervise the intern, guiding and managing their development; to inform the intern about how the Entity is organized and run, and about all relevant regulations, especially those related to health and safety and to risk prevention in the workplace; to work with the academic tutor from Comillas to arrange the activities established in the agreement, including any changes to the training plan that may be required for the internship to run as normal; to inform the academic tutor of any possible incidents; and to ensure students are granted leave to sit exams or perform other academic, participation or representation activities.

In addition, they will provide the student with any complementary training that may be required to complete the internship and the necessary resources for carrying out the designated work.

The tutor also agrees to keep confidential any information they obtain about the student as a result of their role as tutor.

4. In order to assess the internship, the tutor appointed by the Entity will issue a final report which will state the number of hours completed by the student and evaluate their performance according to the following categories:

- Technical skills
- Ability to learn
- Organization of work
- Oral and written communication skills. Students with disabilities who have difficulty with oral expression must indicate their degree of autonomy in this respect and if any type of technical and/or human support is required.
- Sense of responsibility
- Adaptability
- Creativity and initiative
- Personal commitment
- Motivation
- Receptiveness to criticism
- Punctuality
- Relationships in the workplace
- Ability to work as part of a team
- Any other aspects deemed as important

Eight. Status, rights and obligations of the academic tutor

1. The academic tutor appointed by Comillas cannot be the same person as the tutor appointed by the Entity.
2. The academic tutor is responsible for ensuring the normal development of the training project, guaranteeing that the timetable for carrying out the internship is compatible with the student's academic, training and representation or participation obligations.
3. They are also responsible for authorizing, when necessary, any changes to the training project and for assessing and grading the internship in the corresponding assessment report.
4. They must ensure and, when necessary, request that the necessary supporting resources are available to make sure that students with disabilities perform their internships under equal conditions, with equal opportunities, no discrimination and universal accessibility.
5. In order to perform their work, they must have access to the Entity, under strict commitment to respect its internal operating regulations and those regarding confidential aspects of the activities performed by the student.

Nine. Causes of exclusion or suspension of the internship

1. At all times, the Entity and the University reserve the right, upon reliably notifying the other party in advance, to suspend the internships or to exclude any student from this cooperation program who does not complete the activities established in the training project, fails to abide by the operating regulations of the Entity, or who does not maintain due confidentiality and reserve regarding the knowledge and documents to which they are given access by the Entity.
2. In the event of discrepancies relating to the internships, these will be resolved firstly by the tutors from the Entity and from the University and, if no agreement is reached, by the people appointed by both parties to monitor the Agreement.

Ten. Delimitation of the content of the agreement

1. The signing of this agreement by the Entity will not signify the assumption of any obligations other than those stipulated herein and will not, under any circumstance, lead to any obligations relating to an employment relationship, nor will its content lead to the substitution of any positions, and the performance of the work related thereto, within the Entity. The intern will be considered a student of Comillas for all intents and purposes.
2. In the event that the Entity remunerates the student for the internship, the provisions of Royal Decree 1493/2011, dated October 24, which regulates the terms and conditions of Social Security contributions of persons on training programs, or any future legislation that may broaden or replace these provisions, will apply.

Eleven. Insurance

1. Comillas guarantees, in all cases, mandatory accident cover and complementary liability cover for students taking part in internships organized under this agreement, agreeing to take out any insurance policies that may be required.
2. For students who, on the date of completing enrollment, are 28 years old or over and, as a result, are not covered by School Insurance, Comillas will take out, when necessary, the corresponding insurance policies.

Twelve. Monitoring the agreement

This agreement will be monitored by the person appointed by the Entity and the Office of the Vice-Rector for Community Services and Students.

Thirteen.- Data Protection

1. The Parties hereby undertake to process personal data they may have access to for the purposes set out in this educational cooperation agreement, as per the provisions of Organic Act 15/1999, of 13 December, of Personal Data Protection, 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, ("GDPR") and other implementing regulations, as well as any rules that may extend or replace them in the future, the processing of the personal data arising from this agreement shall be subject to the provisions of current legal provisions, and they undertake not to use them for purposes other than those set out in this agreement, not to disseminate them or assign them to third parties.
2. For these purposes, the parties shall adopt all safety, technical and organisational measures set forth in Royal Decree 1720/2007, of 21 December, on the approval of the Regulation for implementation of Organic Act 15/1999, of 13 December, on Personal Data Protection, and from upcoming 25 May 2018, those established in the GDPR, in order to avoid the loss, misuse, alteration, non-authorized access and theft of personal data, on the basis of the state of technology, nature of data stored and the risks to which these are exposed, whether they arise from human actions or the physical or natural environment.

Fourteen. Disclosure

Both parties can make public the existence of this Educational Cooperation Agreement at any time.

Fifteen. Term

This agreement will be valid for one year and will be automatically renewed for additional one-year periods, unless it is cancelled in writing by either party.

Sixteen. Causes of termination of the Agreement

This Agreement can be terminated for the following reasons:

1. Due to breach of the commitments and obligations established in this agreement, informing the other party at least one week in advance.
 2. If it becomes completely impossible to carry out the internship.
- This agreement can be terminated by either party, providing the other party is informed at least two months in advance. In all cases, internships offered and/or started before the agreement is terminated will continue under the terms agreed to herein.

Seventeen. Resolution of disputes and applicable courts

The Entity and Comillas mutually agree to resolve any possible discrepancies that may arise during the implementation of this agreement. If no agreement can be reached, the parties will be subject to the Courts and Tribunals of Madrid.