

Educational Cooperation Agreement

by and between

(full name of the entity)

and

Universidad Pontificia Comillas

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, **Universidad Pontificia Comillas**, hereinafter also "Comillas", with registered head office at calle Alberto Aguilera, 23, 28015 Madrid and Tax Identification Number R-2800395-B, represented herein by Dr. Clara Martínez García, Vice-Rector for Students and Alumni by virtue of the capacities stated under Article 16 b) of the General Statutes and in point Eight 8) of Resolution 310/2022, of September 12, of the Rector of Universidad Pontificia Comillas, delegating certain functions and powers to the Vice Rectors and Director for Economic Affairs and Business Relations 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 **Universidad Pontificia Comillas**

(name)
(job title)

Clara Martínez García
Vice-Rector for Students and Alumni

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

1. 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.

2. In the event of any modification to the regulations governing external academic placements for university students, the parties undertake to reach an agreement to modify those clauses of the agreement that may be affected or, where appropriate, to terminate this agreement if they fail to reach an agreement.

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

1. The specific terms and conditions of the internship and the personal identification details of the student who will undertake the internship, as well as the mentor assigned to him/her by the Entity, must be specifically indicated in the corresponding annex, which shall be signed by the person appointed by the University, the student and the person appointed by the Entity.

2. The Parties agree that the electronic signature of the annex to the Educational Cooperation Agreement, in any format supported by the COMILLAS internship platform, shall be considered to have the same validity as a handwritten signature.

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 Students & Alumni.

Thirteen. Data Protection

1. The parties agree to treat the personal data to which they may have access for the purpose indicated in this Educational Cooperation agreement. In accordance with the provisions of Regulation (EU) 2016/679, contained in Organic Law 3/2018, of 5 December 2018, concerning the Protection of Personal Data and Guarantee of Digital Rights and other development regulations, the processing of data of a personal nature that derives from this agreement is subject to the provisions of current legal regulations, obliging the parties to comply with any obligations that may be required, and not to use personal data for purposes other than those provided for in this agreement nor to disseminate this data or provide it to third parties.
2. For these purposes, and in accordance with the provisions of the regulations on data protection, the parties will adopt measures that guarantee the adequate security of personal data in order to avoid unauthorized or illegal treatment, loss, destruction or accidental damage, through the application of appropriate technical and organizational measures.
3. The personal data provided by the Parties referring to the contact persons or signatories shall be processed for the purpose of managing the formalised relationship between them, the legitimate basis for the processing being the execution of this contract. The data provided shall not be passed on to third parties, unless legally obliged to do so. The data subject may exercise his or her rights of access, rectification, erasure, objection, limitation of processing, data portability and, where appropriate, the right not to be subject to automated decisions, by writing to the address of the parties indicated in this agreement.
4. If, as a result of the execution of this agreement, the parties access and process personal data belonging to the other party, they must sign the corresponding contract for the processing of such data.
5. Failure to comply with any of the above obligations shall be sufficient cause for termination of this agreement, without prejudice to any liabilities of any kind that may be incurred for such non-compliance.
6. Each party must hold the other party harmless against all claims, damages, losses, fines, penalties, costs and expenses arising out of legal and/or extrajudicial proceedings due to any breach by that party's personnel of the obligations contained in this clause, not assuming any responsibility as a consequence of the non-compliance with the regulations in force on data protection in which the other party may incur.

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.