

# FRAMEWORK AGREEMENT FOR EDUCATIONAL COOPERATION FOR INTERNSHIPS (CURRICULAR AND EXTRACURRICULAR ACTIVITIES) BEWEEN THE UNIVERSIDAD AUTÓNOMA DE MADRID AND

..... (enterprise or institution).

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# THE PARTIES HERE CONVENED

For the first party, Javier Oubiña Barbolla, Vicerector of Students and Empleability of the Universidad Autónoma de Madrid, as representative and in the name of this University, as delegated by the Honorable Rectora of the Universidad Autónoma de Madrid, Her Excellency Honorable Amaya Mendikoetxea Pelayo, in accordance with the Resolution of June 30, 2021 published in the BOCM on June 1, 2021 (hereinafter referred to as the UAM).

And	for	the	second	party,
Mr./Mrs./Ms			, in his/	her capacity
as		, of the entity		, located at
		, no, Pos		
and in the name of t				•

# **DECLARE:**

- 1) That the Universidad Autónoma de Madrid (UAM), in its endeavour to strengthen relations between the university and enterprise and institutions, will promote the contact between the aforementioned and university students by virtue of internships. In doing so, the University seeks to complete the students' knowledge with regard to their specific vocation and to encourage students to acquire the skills that will prepare them for undertaking their professional activity, thus enabling their employability and respond with efficacy and guarantees to the demands of society, its institutions and its enterprises.
- 2) That the University itself or the collaborating entity, within its fields of activity, wishes to participate in the training of university students in order to contribute to their integral training, to encourage their knowledge of work methodology in order to improve their performance in their professional labor, to favor the students' development of skills in this area, entrepreneurship and employability.
- 3) The aforementioned is developed within the framework established in the University Student Statute approved by the Royal Decree 1791/2010, of December 30, and in the Royal Decree 1707/2011, of November 18, regulating internships for university students.

Both parties hold and are recognized as having sufficient legal capacity to make this commitment and, according to this Agreement and, as a result, agree to the following

#### **STIPULATIONS**

# First: Objective of the agreement

The objective of the current Agreement is to establish an Internship Programme between ........................ (indicate here the collaborating entity name) and the UAM for its students, an activity that is integrated into the student's academic training. The internships will be organized to adapt to the training and skills of the students and, under no circumstances, should obligations characteristic of a labour relation be derived from its execution nor should the content of the internships give rise to the replacement of labour provision characteristic of employment positions.

## Second: Legal Scope

The current Agreement has recourse to the Royal Decree 1791/2010 of December 30, in which the University Student Statute was approved and in the Royal Decree 1707/2011 of November 18, regulating internships for university students. As a consequence of this, neither the UAM nor ............................... (enterprise or institution) will acquire any obligations or commitments other than those contained in the aforementioned norms and in this document. In particular, no obligation whatsoever related to employment or Social Security matters will arise for .............................. (enterprise or institution), given that the services provided by the students in the enterprise or institution will be undertaken as internships for an improved consolidation of their training. Illness and accident contingencies will be covered by the Scholar Insurance and where necessary, by the Accident Insurance and/or Civil Liability undersigned by the UAM for this purpose. Students will not maintain a contractual relationship with the enterprise, institution or public or private enterprise or university where the internship will be undertaken, with the exception of authorisation in accordance with the internal norms of the UAM.

#### Third: Structure of the internships

The place and time for the undertaking of interships and their modalities will be determined in the Appendices to this Agreement. Identification of the students and tutors, the training project, the timetable, the evaluation system and any other issue deemed appropriate will also be included.

# Fourth: Title of Collaborating Entity of the UAM

That as long as this Agreement is in effect, ......(enterprise or institution) will enjoy the title of Collaborating Entity for the internships of the UAM.

#### Fifth: Obligations of the collaborating entity and considerations

The collaborating entity, with regard to internships, assumes the following obligations:

- The designation of a Professional Tutor as a guide and advisor, who will be responsible for the accomplishment of the training project and the practical training needed by the student, together with the evaluation of the performance of the aforementioned. The Professional Tutor will not concur with the same person who carries out the tasks of the Academic Tutor of the University.
- To establish a work plan for each student which is in accordance with the training plan established for the student and with the conditions of development and to issue a report at the end of the internship period, stating: the tasks developed by the student, the total number of hours of internship undertaken, a personal assessment regarding the work of the student and any other issue deemed necessary to be communicated to the Centre.
- To allow the student to take a day's leave, which would not be required to be made up, in order to sit subject exams for the student's studies in the UAM, and to facilitate the student's attendance to the evaluation tests supervised by the Academic Tutor and to give the student permission to attend the appointments arranged by the aforesaid tutor.
- Should the collaborating entity deem it necessary, it could envisage the assignment of a study bursary or aid for the students taking part in internships. Should this be the case, the quantity would be indicated in the appendix.
- Under no circumstances will the undertaking of internships establish a contractual relationship between the student and the enterprise or between the student and the Universidad Autónoma de Madrid.

The collaborating entity will receive the following considerations:

- The professionals assigned to mentor students will be Professional Tutors, as certifiable by the Secretary of the corresponding Centre of the UAM.
- The Professional Tutors will have the right to be informed about the legislation regulating internships and the Training Project and the conditions of its development.
- The Professional Tutors will have access to all of the services of the UAM with the same conditions as members of the General Association of Alumni (discount in the sports activities card, access to the series of concerts, access to cultural activities, etc...). In the same way, the corresponding centre of the UAM will be able to organize, individually or in collaboration with other entities, training activities for the Professional Tutors.
- With a proposal from the aforementioned center and in agreement with the Governing Council of the UAM, taking into account the work undertaken, as from the second year of collaboration as a Professional Tutor, he or she could receive the appointment of Honorary Professor of the Universidad Autónoma de Madrid.

#### Sixth: Obligations of the Universidad Autónoma de Madrid

With regard to internships, the UAM assumes the following obligations:

• To supervise the aforementioned internships, establishing the appropriate mechanisms for monitoring and evaluating these, to appoint an Academic Tutor from the teaching staff of the University to be the methodological and technical advisor of the student. The university will also establish the evaluation process.

- To establish the evaluation systems of both the internships and the students participating in these.
- To inform students participating in this Agreement of the commitments acquired in doing so.

## Seventh: Rights of the interns

Throughout the internships, interns will have the following rights:

- To tutelage provided by a teacher from the university and by a professional who is working at the enterprise, institution or entity where the internship is taking place throughout the internship period.
- To assessment in accordance with the criteria established in the University.
- To receive a report from the collaborating entity where the internship has taken place, with specific mention of the activity undertaken, its duration and, where appropriate, performance.
- To receive the economic contribution from the collaborating entity in the form of a bursary or study grant (NOTE: THIS IS ONLY FOR AGREEMENTS WITH AID).
- To intellectual and industrial property in the terms established in the regulatory legislation regarding this matter.
- To receive information from the collaborating entity regarding occupational health and safety norms.
- To accomplish academic, training, representation and participation activity albeit with sufficient prior communication to the collaborating entity.
- For disabled students to be provided with the necessary resources for access to tutelage, information and assessment and the internship activity under the same conditions.
- For disabled students to able to combine the internship with the activities and personal situations derived from or connected with their disability.
- All other rights foreseen in the current legislation and/or in this Agreement of Educational Cooperation.

# **Eighth: Obligations of the interns**

The participating students in internships will remain subject to the fulfilment of the following obligations:

- To take maximum advantage of the possibilities of practice and training provided by the collaborating entity.
- To know and perform with diligence the Training Project of the internship following the instructions of the assigned tutor of the collaborating entity under the supervision of the academic tutor of the University.
- To comply with the current legislation regarding internships established by the university.
- To maintain contact with the academic tutor of the university throughout the internship, to write a final report regarding the internship and, where necessary, to write to an intermediate report and submit the necessary documents and follow up reports together with the final report to the academic tutor.

- To report to the Academic and to the Professional Tutor, upon their request, and to provide them with the required information.
- To start at the collaborating entity on the agreed dated, to comply with the
  working hours established in the educational project and to respect the rules and
  regulations and occupational health and safety norms of the collaborating entity.
- To maintain confidentiality regarding the data of a personal nature to which the student has access during the undertaking of the internship, as well as the restrictions for its use and transmission under Organic Law 3/2018 of December 5, Protection of Personal Data and Guarantee of Digital Rights; and 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 (General Data Protection Regulation). Likewise, the student who is performing the internship must preserve the confidentiality of any other kind of information of which he or she gains knowledge through the internship and must act in complete agreement with these restrictions.
- To write an activity report on completion of the internship period, stating information regarding the personal details of the student, the collaborating entity where the internship has been carried out and its situation, a precise and detailed description of the tasks and practical work undertaken, making reference to the departments of the entity to which the intern has been assigned, an appraisal of the tasks carried out with reference to the knowledge and skills acquired in relation to the university studies, a list of the problems encountered and the procedure followed for overcoming these, an overview of the contributions that the internship has made as far as learning is concerned, an assessment of the internship and suggestions for improvement together with any other aspects that he or she may deem necessary for the Centre to have knowledge of. Where necessary, the student will write an intermediate follow-up report which will include the training project development.

#### **Ninth: Projects of common interest**

The collaborating entity may develop with the corresponding centre of the UAM, its Departments or professors, research projects within the framework of official calls or tenders or as promoted by the mutual interest of the two parties. Should these projects make use of the infrastructure of the UAM, approval should be sought from those who are responsible for these resources.

# Tenth: Early termination of the internship

If the student's development of learning does not reach the required level due to carelessness, manifest incompetence or failure to comply with the instructions given, the collaborating entity will communicate this circumstance to the UAM and, by mutual agreement, both entities could call for early termination of the internship with the loss of the training rights and, where applicable, the economic rights corresponding to the beneficiary.

## **Eleventh: Validity of the Agreement**

This Agreement will remain in effect for one year from the date on which it is signed and will be automatically extended for periods of one year, unless one of the parties

gives notice of termination in writing no later than three months before the date of the extension of the agreement in question.

Should one of the parties agree to end the Agreement, due to a sufficient or justified cause, before it expires, the internship begun prior to the agreement on this resolution will not be affected by its termnation but will continue until the date initially determined, so that the training opportunities for the student will not be diminished.

# Twelfth: Compliance to Jurisdiction

Any matters for litigation that may arise from the interpretation and application of this Cooperation Agreement will be resolved first by the parties themselves through mutual agreement and, in the absence of mutual agreement, by the Courts and Tribunals for the Judicial Review of Administrative Acts of the capital city, Madrid.

For the Universidad Autónoma de Madrid	For the Collaborating Entity
D. Javier Oubiña Barbosa Vicerector for Students	D
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APPEN	NDIX T	O THE	<b>AGREEMENT</b>	<b>FOR</b>	<b>EDUCATI</b>	ONAL	COOPEI	RATION
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ACTIVITIES) BEWEEN THE UNIVERSIDAD AUTÓNOMA DE MADRID AND								
(enterprise or institution).								
(enterprise or institution).								

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- I. During the academic year ......, the collaborating entity will accept the undersigned student, under the conditions of the Framework Agreement for Educational Cooperation on .......................(date), of which this document forms an inseparable Appendix.
  - II. The parties agree to comply with the requirements of the Royal Decrees 1791/2010, of December 30 and 1707/2011, of November 18, given that the relationship agreed constitutes a situation envisaged in these regulations. With regard to this, the student declares full knowledge of the terms of the agreement for educational cooperation and agrees to assume these in accordance with the agreed wording and contents.
    - III. In particular, the student undertakes:

      - To notify in advance the Enterprise or the collaborating entity regarding absence due to the fulfilment of activities of representation and participation in the University.
      - To notify both the Enterprise and the Academic Tutor in case of absence and/or relevant incidents during the development of the internship at the time when they occur.
      - o Maintain confidentiality regarding the information accessed during the internship and when the internship is terminated.
    - IV. The Professional Tutor undertakes:
      - To receive the student and organize the activity to be carried out in accordance with the Training Project.
      - O To supervise, guide and control the development of the internship in accordance with a relationship based on mutual respect and commitment to learning aims and to aid the student in resolving professional issues that he or she may encounter during the activity undertaken.
      - O To inform the student of the organization and functioning of the entity and the rules and regulations of interest, in particular those pertaining to occupational health and safety.
      - O To coordinate the undertaking of the activities established within the agreement of educational cooperation with the academic tutor of the University.
      - O To draw up a final report and, where necessary, an intermediate follow up report. The final report should indicate the number of hours carried out by the student.
      - O To provide the student with the complementary information that he or she may need for carrying out the internship.

	<ul> <li>To provide the student with the essential material means for undertaking the internship and to encourage the entrepreneurial ability of the intern.</li> <li>To grant the academic tutor of the university access to the entity for the fulfilment of his/her tasks.</li> <li>To maintain confidentiality regarding the information of the student as a consequence of his/her activity as a tutor.</li> </ul>					
V.	The internships will take place in the installations that  (enterprise or institution) has					
VI.	To provide a bursary or study grant for each student, the following quantity of€ will be granted to him/ her on a monthly basis. (working day hours a day, hours a week.					
VII.	Throughout the internship period in (enterprise or institution), the student will be covered by the liability insurance underwritten by the UAM for this purpose.					
VIII.	The Professional Tutor of the collaborating entity will be as follows:  Name and surnames:  Position in the enterprise:  Departament:  Telephone:  Email:					
IX.	The Academic Tutor of the Universidad Autónoma de Madrid will be as follows:  Name and surnames:  Centre:  Departament:  Telephone:  Email:					
X.	The collaborating entity will accept the following student under the conditions of the Collaborative internship programme:  Name and surname:  Identity Card Number:  Degree:  Academic Year of Study:  Telephone:  Address:  Email:					
XI.	Internships will involve the participation and learning of the students in the following Department					

	based will have the following educa skills	tional goal for acquiring the following
XII.		lertaken by the student during the internship I to more than one post, each one of these
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	0	
XIII.	<ul> <li>Periodical monitoring of the develo Academic Tutor, who is the person in</li> <li>Presentation of an Evaluation Questing Tutor, in accordance, where necessar</li> </ul>	pment of the internship carried out by the
	the student.	
	<ul> <li>Any other monitoring action establish</li> </ul>	ned by the coordinating members.
XIV.	undertaking of the internships, this will refor its use and transmission under Organi Personal Data and Guarantee of Digital R European Parliament and of the Council opersons with regard to the processing of such data (General Data Protection R performing the internship must present	to which the student has access during the emain confidential, as well as the restrictions ic Law 3/2018 of December 5, Protection of Eights; and Regulation (EU) 2016/679 of the of 27 April 2016 on the protection of natural personal data and on the free movement of egulation). Likewise, the student who is erve the confidentiality of any kind of owledge through the internship and must act ions.
XV.	arise in the application of this Appendix.	or other to resolve any difficulties which may exally terminate this Appendix at any time use.
	For the Universidad Autónoma de Madrid	For the Collaborating Entity
	Name	Name
	Position	r osition

Student's consent