# EDUCATIONAL COOPERATION AGREEMENT BETWEEN THE UNIVERSITY OF LAS PALMAS DE GRAN CANARIA AND [NAME OF THE ENTITY]

**In Las Palmas de Gran Canaria, on the (day) of (month) of (year).**

On one side, Mr. Luis Serra Majem, Rector of the UNIVERSITY OF LAS PALMAS DE GRAN CANARIA, with tax ID Q 3518001 G and registered office at Calle Juan de Quesada, 30 of this City, appointed by Decree of the Presidency of the Government of the Canary Islands 11/2021, dated March 9, 2021, published on March 11, 2021, in the Official Gazette of the Canary Islands, by virtue of the powers provided by Article 50.2 of Organic Law 2/2023, of March 22, on the University System, and exercising the authority granted by Articles 78, 81 a), and 137 of the Statutes of the University, approved by Decree 107/2016, of August 1, by the Government of the Canary Islands (Official Gazette of the Canary Islands no. 153, of 09.08.2016) and by Decree 138/2016, of November 10, amending the Statutes of the ULPGC (Official Gazette of the Canary Islands no. 224, of November 18, 2016).

(In case the representative is representing a company or a private entity)

And on the other side, Mr./Ms. [name and position], in his/her capacity of duly accredited legal representative, in accordance with (document and appointment that accredits the legal capacity with which he/she is acting) of [name of the company], (hereinafter, referred to as [company acronym]), with tax ID number and registered office at [street, number, postal code, city].

(In case the representative is representing a public entity)

And on the other side, Mr./Ms. [name, position], in the name and representation of [name of the entity], with tax ID number, by virtue of the powers conferred according to (document and appointment that accredits the legal capacity with which he/she is acting) and address for notification purposes at [street, number, postal code, city].

Both parties, acting in accordance with their respective positions, mutually and reciprocally recognize each other's necessary legal capacity for the formalization of this agreement and, in recognition of this, acknowledge full legal capacity to subscribe to this agreement.

# WHEREAS

I.- The ULPGC is established by Territorial Law 5/1989, of May 4, on the Reorganization of Universities in the Canary Islands, and governed by Organic Law 2/2023, of March 22, on the University System, and by its own Statutes. In accordance with these provisions, the ULPGC has its own legal entity and full capacity to act within its scope of operation, having among its functions the creation, development, transmission, and critique of science, technology, and culture; scientific and technical support for cultural, social, technological, and economic development, both nationally and particularly in the Canary Islands; as well as the preparation for the exercise of professional activities requiring the application of technical and scientific knowledge or artistic creation.

Likewise, the organization of official university education, developed by Organic Law 2/2023, of March 22, on the University System and, among others, by Royal Decree 822/2021, of September 28, which establishes the organization of university education and the procedure for ensuring its quality, and by Decree 168/2008, of July 22, by the Government of the Canary Islands, which regulates the procedure, requirements, and evaluation criteria for the authorization of the implementation of university education leading to the attainment of official Bachelor's, Master's, and Doctorate degrees in the Self-governing Region of the Canary Islands, has placed special emphasis on the performance of external academic internships by university students.

To achieve such aims, the ULPGC may carry out actions, establish contacts, and formalise agreements deemed appropriate with entities, organizations, and institutions, both public and private, national and international.

**II.-** [Name of the entity] has as its objectives [reference to the entity's objectives].

**III.-** The Parties, under Royal Decree 592/2014, of July 11, which regulates the external academic internships of university students, and in accordance with the current Regulations on External Academic Internships of the ULPGC, hereby agree on the following

# TERMS AND CONDITIONS

**FIRST.- OBJECT OF THE AGREEMENT**

This agreement aims to establish the conditions under which students from the ULPGC will undertake an external academic internship program and/or develop a Bachelor's/Master's Thesis (hereinafter referred to as TFG/TFM) for any Degree, whether official or own, taught by the ULPGC, according to the particular conditions of each modality established in the corresponding training program associated with the stay. Additionally, this will be carried out in accordance with the justification report attached to this agreement, in compliance with the provisions of Article 50.1 of Law 40/2015, of October 1, on the Legal Regime of the Public Sector.

This agreement also applies to students from other Spanish or foreign universities who, by virtue of academic mobility programs or agreements established between them, are studying at the ULPGC or its affiliated Centers.

**SECOND.- GENERAL CONDITIONS OF THE AGREEMENT**

## OFFER FROM [NAME OF THE ENTITY]

*[Name of the entity] may offer internship positions as often as it wishes and specify the specific offer for each position.*

## MODALITIES OF EXTERNAL ACADEMIC INTERNSHIPS

External academic internships may be curricular or extracurricular.

* 1. Curricular internships are configured as academic activities integral to the Curriculum concerned.
	2. Extracurricular internships are those that students may voluntarily undertake during their training period and, while having the same purposes as curricular internships, are not part of the corresponding Curriculum. However, when appropriate, they will be included in the European Diploma Supplement as determined by current regulations.

Although internships should preferably be carried out in person, it is also possible for them to be conducted in a hybrid or remote format through online work procedures. This type of internship will require prior authorization from the External Internship Commission of the Centre, in the case of curricular internships, or from the Vice-Rectorate with competencies in external internships, if they are extracurricular.

## DURATION OF THE INTERNSHIPS

1. Curricular external internships will have the duration established by the corresponding Curriculum, under the terms established by Royal Decree 822/2021, of September 28, which establishes the organization of university education and the procedure for ensuring its quality, and by Decree 168/2008, of July 22, by the Government of the Canary Islands, which regulates the procedure, requirements, and evaluation criteria for the authorization of the implementation of university education leading to the attainment of official Bachelor's, Master's, and Doctorate degrees in the Self-governing Region of the Canary Islands.
2. In the case of the ULPGC own degree internships, their duration will be determined in the proposal of the training activity approved by the corresponding Commission.
3. Extracurricular external internships will have a duration not exceeding 50% of the academic year's credits. The duration of the internship will be established in each offer and cannot be less than 200 hours per academic year (unless it is a continuation of a curricular internship, or its specific nature requires a shorter duration). The total number of hours a student completes during his/her degree as extracurricular internships cannot exceed 1,200 hours in total.

## DEVELOPMENT OF INTERNSHIPS AND TFG/TFM

1. The schedules for the internships or TFG/TFM will be established according to their characteristics and the availability of the collaborating entity. The schedules will be compatible with the academic, training, and representation and participation activities carried out by the student at the ULPGC.
2. Students must comply with the internal regulations of [name of the entity] and follow the instructions of the person designated by the entity for tutoring functions. They must diligently apply themselves to the tasks assigned, maintaining professional secrecy and confidentiality during and after their stay. In case of absence, it is necessary to communicate and justify it to the corresponding Centre at the ULPGC. The student's leave regime will be agreed upon by the tutors of both parties, respecting in all cases the leaves to which the student is entitled under current regulations.
3. In case of duly justified absence, in accordance with Article 20 of the ULPGC's External Academic Internship Regulations, either party may terminate the internship period. If [name of the entity] deems it appropriate, the ULPGC will arrange for the incorporation of a new student who will start his/her training period as soon as possible.
4. If any of the signatories of this agreement or the students wish to use the partial or final results of their activity at the collaborating entity, in whole or in part, for publication as an article, conference, thesis, report, etc., they must request the written consent of the other party, who must respond within a maximum period of 45 days, communicating their authorization, reservations, or disagreement. If no response is received within this period, it will be understood that silence constitutes tacit authorization for dissemination.
5. Royal Decree 592/2014, of July 11, which regulates external academic internships for university students (Article 9.e), and the regulations of the University of Las Palmas De Gran Canaria concerning External Academic Internships (Article 16.g) recognize the intellectual and industrial property rights of students undertaking internships, as established in the relevant legislation. Therefore, regarding intellectual property, the authorship of the work by the student will always be respected. Concerning registrable industrial property rights that may arise from the results of the practice carried out by the student, these will be communicated in writing in a timely manner to the university’s Knowledge Transfer Office, which will analyse the degree of involvement of the authors, inventors, and origin to determine the ownership of each party.
6. In the case of TFG/TFM, the rights to the results will belong to the authors who generate such results. When it comes to a final project carried out by the student with the support, collaboration, and tutoring of the ULPGC, under the provisions of Royal Decree 1791/2010, of December 30, which approves the Statute of University Students, the authorship and intellectual and industrial property rights of the student author of the respective works will be respected first. Notwithstanding the above, the student and/or tutor will approach the university’s Knowledge Transfer Office, which, while always respecting authorship, will study the various possibilities for the exploitation rights of the aforementioned intangible properties through specific agreements with the university and the entity. These agreements will determine the degrees of involvement of each party (student, university, and entity) in the results of the activity carried out by the student.

## CIVIL LIABILITY AND ACCIDENT INSURANCE

All ULPGC students enrolled in any of its official or own programs are covered by liability insurance for damages to third parties that the student may cause at the collaborating entity, through a policy subscribed by the ULPGC for such purposes.

The ULPGC also guarantees personal accident coverage for students during external academic internships through a collective policy subscribed for this purpose.

The school insurance covers health care for students under 28 years old enrolled in official programs at the respective ULPGC Centres and up-to-date with the corresponding fee. The coverage period is the academic year. The application framework is the national territory, according to the principle of territoriality set out in the General Social Security Law. For students over 28 years old or those enrolled in own programs at the ULPGC, the Coordination of Internships of the Degree will ensure that the student is covered by the appropriate accident insurance and any other mandatory insurances when undertaking external academic internships.

In the case of international internships, regardless of the type of internship, students must subscribe to accident insurance that includes repatriation and civil liability insurance if the foreign collaborating entity does not guarantee such coverages with the corresponding policies.

## STUDY GRANTS

1. In curricular internships, [Name of the entity] may pay the student a monthly amount as a grant or study aid.
2. In extracurricular internships, [Name of the entity] must pay the selected student a monthly amount as a grant or study aid, and the ULPGC may set a fee for management, administration, and accident insurance per selected student and month. The gross monthly amount of the study aid and the management fee, if applicable, will be set each academic year by the competent Vice-Rectorate.

The possibility of conducting extracurricular internships without the student receiving a study grant will be considered exceptionally and only if the collaborating entity justifies the impossibility of providing such aid, requiring the favourable report of the competent Vice-Rectorate. In this case, the student must expressly renounce the receipt of financial aid from the collaborating entity.

1. The gross amount of the grant or study aid will be indicated on the student internship credential and, under no circumstances, will be considered remuneration or salary for the activity performed, as there is no contractual relationship.
2. The external internship managing unit designated by the ULPGC will assume the financial management of the grant or study aid that the collaborating entity may grant to the intern, making the corresponding payment and fulfilling any obligations in terms of social security, tax, or any other type that may correspond to the collaborating entity by legal or regulatory obligation.

## LABOUR LEGAL FRAMEWORK

In accordance with Royal Decree-Law 2/2023, of March 16, on urgent measures for expanding pensioners' rights, reducing the gender gap, and establishing a new sustainability framework for the public pension system, its 52nd additional provision determines the inclusion and terms of this inclusion in the Social Security system for persons undertaking training internships in companies, institutions, or entities included in training programs and for conducting external academic internships under the respective legal and regulatory framework. These internships pertain to those undertaken by university students aimed at obtaining official bachelor's, master's, and doctoral degrees, as well as those aimed at obtaining a university own degree, whether a permanent training master's, a specialization diploma, or an expert diploma.

For remunerated training internships, fulfilling Social Security obligations will correspond to the [Name of the entity] or the organization financing the training program.

For non-remunerated training internships, fulfilling Social Security obligations will correspond to the [Name of the entity]/ULPGC.

Additionally, the 52nd additional provision establishes that for Social Security contributions, both in remunerated and non-remunerated training internships, the final contribution for the Intergenerational Equity Mechanism is expressly excluded, and the quotas for common contingencies will be subject to a 95 percent reduction, without applying other benefits in the contribution aside from this reduction.

The participation of [Name of the entity] in the internship program does not entail any commitments beyond those stipulated in this agreement. Given the training nature of external academic internships, no obligations typical of a labour relationship will arise from their implementation, nor can their content lead to the replacement of labour duties of job positions.

Furthermore, should the student join the collaborating entity's workforce upon completing their studies, the internship period will not count towards seniority or exempt from the probationary period unless expressly stipulated otherwise in the applicable collective agreement.

In the realm of Public Administrations, Public Law Entities, and other Public Bodies, conducting external academic internships cannot be considered a merit for access to public service nor will it be counted towards seniority or recognition of prior services.

# THIRD.– OBLIGATIONS OF THE ULPGC

1. To prepare a Student Credential for each intern, which will include the following information: student’s data, degree program, start and end date of the internship, entity where the internship will be carried out, calendar and schedule, as well as the name of the academic tutor and the tutor from the collaborating entity. Additionally, the training project will be incorporated, stating the educational objectives and competencies to be acquired by the student, as well as the training activities to be undertaken. The body responsible for the degree program will resolve any issues that may arise during the internship or the TFG/TFM.
2. To appoint an academic tutor who will ensure the normal development of the training project, collaborate with the tutor from the collaborating entity in all aspects that affect it, and perform other functions as established by regulations.
3. To recognize the educational cooperation work carried out by [Name of the entity] and the persons designated for tutoring the internships and activities developed therein, according to the conditions established by the ULPGC.

**FOURTH.– OBLIGATIONS OF [NAME OF THE ENTITY]**

1. To be legally constituted and not have an ongoing redundancy process at the start date of the internships.
2. To facilitate the student’s completion of mandatory evaluation activities established in the courses he/she is enrolled in, as the entity is collaborating in a university training program, as well as attendance at meetings of the university's collegiate governing bodies he/she belongs to.
3. To appoint a tutor responsible for the training of each student and the assessment of his/her stay, providing the academic tutor with the final internship report, which will detail the student’s level of utilization and participation, his/her performance, and the competencies acquired.
4. In the case of stays for the development of TFG/TFM, the student must have a person in charge or tutor at [Name of the entity] who will act jointly with their tutor at the university, always with the approval of the Degree Commission or the corresponding Master's Coordination and in accordance with the general TFG/TFM regulations and the specific regulations approved for their degree, if applicable. Additionally, the entity will issue a reasoned report concluding the TFG/TFM, which will be sent to the Degree Commission or Master's Coordination.
5. To provide the necessary material resources and services to ensure the development of the planned training activities, observing the criteria of universal accessibility and design for all, as stipulated in Royal Legislative Decree 1/2013, of November 29, approving the Revised Text of the General Law on the rights of persons with disabilities and their social inclusion.
6. To observe and enforce the Safety and Hygiene measures established at the assigned internship centre, and to inform, train, and ensure compliance with these measures by the students.

# FIFTH.- TRANSPARENCY

This agreement is subject to the provisions of Law 19/2013, of December 9, on Transparency, Access to Public Information, and Good Governance.

# SIXTH.- DISSEMINATION

ULPGC and [Name of the entity] mutually authorize each other to use their respective logos as collaborating entities exclusively in the dissemination and publicity of the activities covered by this agreement, subject to the rules and instructions that both entities may provide to each other for this purpose. Additionally, the collaborating entity may use the distinctive mark that ULPGC may have for recognizing entities collaborating in external internships.

## SEVENTH. CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA

ULPGC and [Name of the entity], both acting as joint data controllers, will adhere to the national and European Union regulations on data protection in force, specifically Organic Law 3/2018, of December 5, on the Protection of Personal Data and Guarantee of Digital Rights (LOPDGDD), as well as Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of individuals concerning the processing of personal data and the free movement of such data, which repeals Directive 95/46/EC (General Data Protection Regulation, GDPR), and any future legislation that may replace it. Additionally, the international data transfer risk map will be considered, establishing specific clauses for this purpose (https://www.aepd.es/es/derechos-y-deberes/cumple-tus-deberes/medidas-de-cumplimiento/transferencias-internacionales).

The purpose of collecting and processing information under this agreement will be to manage collaboration agreements, expenses, formalization, development, and execution thereof. The legality of processing such data will be in accordance with Article 6.1.b), c), and e) of the GDPR, as well as the consent given by signing this agreement.

Data will be retained for the time necessary to fulfil the purpose for which they were collected and to determine any potential liabilities that may arise from said purpose and data processing, according to Law 58/2003, of December 17, General Tax Law, in addition to the periods established in archival regulations.

Data processed under this agreement may be communicated to third-party service providers of both controllers when necessary for the correct execution of the agreement. Personal data will be communicated to financial entities, the competent Tax Administration Agency, the Court of Auditors, and other legally obligated bodies.

At any time, data subjects may exercise their rights to access, rectification, deletion, and portability of their data, limitation, and opposition to their processing, as well as the right not to be subject to decisions based solely on automated processing of their data, and revoke the consent given. They may also contact the Data Protection Officer of ULPGC at the following email address: dpd@ulpgc.es.

If the right to personal data protection is considered violated, a complaint may be filed with the competent Supervisory Authority (Spanish Data Protection Agency) when considering the rights recognized by data protection regulations to have been violated (www.aepd.es).

Moreover, joint controllers have certain obligations that must be met when processing personal data. These obligations and/or stipulations are set out in Articles 26 and 27 of the GDPR, as well as Article 28 of the LOPDGDD. Any breach of these stipulations will entail liability before the data subjects, the other joint controller, and the Supervisory Authority.

Data subjects may request more information on data protection at the following email address: dpd@ulpgc.es, or through the corresponding procedure on our Electronic Office.

# EIGHTH.- MONITORING, SURVEILLANCE, AND CONTROL MECHANISM

To ensure good coordination and monitoring of actions and their optimal development, the responsible parties from both entities, together with the practice and/or TFG/TFM tutor from the corresponding Centre in the case of the ULPGC, and the external tutor in the case of [Name of the entity], will maintain permanent contact and communication, meeting whenever deemed convenient, committing to mutually resolve any issues that may arise during the development of the actions covered by this agreement.

# NINTH.– DURATION OF THE AGREEMENT

*Choose one of the two options, as appropriate:*

*Option A.- (Only for agreements signed with the State General Administration or any of its public bodies and public law entities linked or dependent, in accordance with the provisions of Article 48.8 of Law 40/2015):*

The duration of this agreement will be four years and will become effective once registered in the State Register of cooperation bodies and instruments of the State public sector and published in the Official State Gazette, in accordance with Article 48.8 of Law 40/2015, of October 1. It may be extended by unanimous agreement of the parties for a period of up to four additional years, which must be formalised in writing one month before the agreed term expires.

*Option B.- (For agreements with regional and local public administrations and private entities)*

The duration of this agreement will be four years and will take effect from the date of its signature. It may be extended by unanimous agreement of the parties for a period of up to four additional years, which must be formalised in writing one month before the agreed term expires.

# TENTH.- AMENDMENT AND TERMINATION OF THE AGREEMENT

This agreement may be amended by unanimous agreement of the parties, which will be formalised through the corresponding addendum.

This agreement will be terminated upon the completion of the actions that constitute its object, or upon incurring a cause for resolution. The causes for resolution are those described in Article 51.2 of Law 40/2015, of October 1, on the Legal Regime of the Public Sector.

If at the time of resolution any the ULPGC student is conducting internships at [Name of the entity], the agreement will continue to produce all its effects until the completion of said internships.

This agreement nullifies previous internship agreements signed between the ULPGC and [Name of the entity].

The Monitoring Committee will remain functional and will be responsible for resolving issues that may arise concerning ongoing or derived actions from the agreement and, in the event of termination, until pending issues are resolved.

# ELEVENTH.- CONSEQUENCES OF NON-COMPLIANCE WITH OBLIGATIONS AND COMMITMENTS ASSUMED BY THE PARTIES

In the event of non-compliance with the obligations and commitments assumed by any of the signatories to the agreement, the non-compliant party will be notified with a requirement to comply within 30 calendar days with the unfulfilled obligations or commitments. If the non-compliance persists after the indicated period, the party that issued the requirement will notify the other party of the occurrence of the cause for termination, and the agreement may be considered terminated. The termination of the agreement will not give rise to any compensation.

# TWELVETH.- NATURE AND RESOLUTION OF DISPUTES

This collaboration agreement has an administrative nature and is not subject to the Law 9/2017, of November 8, on Public Sector Contracts (Official Spanish Gazette of November 9), by virtue of the provisions of Articles 6.1 and 6.2, being subject to the legal regime of agreements provided for in Chapter VI of the Preliminary Title of Law 40/2015, of October 1, on the Legal Regime of the Public Sector.

Discrepancies arising from the interpretation, development, modification, resolution, and effects that may derive from the application of this agreement must be resolved by mutual agreement of the parties. If no agreement is reached, the contentious-administrative jurisdiction will have the knowledge and competence to resolve the litigious matters.

In witness whereof, and for the due record of all the agreed terms, both parties sign this agreement, at the place and date indicated at the beginning.

## FOR THE UNIVERSITY OF LAS PALMAS DE GRAN CANARIA

Luis Serra Majem

**FOR** [Name of the entity],

[Name of the signatory],

|  |
| --- |
| **Basic information on data protection for the processing: Agreements** |
| ***Controller*** | Rector of the University of Las Palmas de Gran Canaria |
| ***Purpose*** | Management of agreements  |
| ***Legal Basis*** | Compliance with a legal obligation; Mission in the public interest. |
| ***Recipients***  | No data will be transferred to third parties, except under legal obligation. |
| ***Rights*** | Access, rectify, and delete data, as well as other rights explained in the information. |
| ***Further information*** | https://ulpgc.es/sobre-esta-web/aviso-legal |

**JUSTIFICATION REPORT ON THE INTEREST AND OPPORTUNITY OF THE AGREEMENT BETWEEN THE UNIVERSITY OF LAS PALMAS DE GRAN CANARIA AND [NAME OF THE ENTITY] FOR EXTERNAL ACADEMIC INTERNSHIPS AND/OR BACHELOR’S/MASTER’S THESES BY STUDENTS OF THE ULPGC**

**Luis Serra Majem**, Rector of the University of Las Palmas de Gran Canaria,

**Hereby expresses** the ULPGC's interest in signing the referenced agreement, under the provisions of Royal Decree 592/2014, of July 11, which regulates external academic internships for university students.

The purpose of the agreement is for the ULPGC students to apply the knowledge acquired in their academic training, promoting the acquisition of competences that could prepare them for professional activities, enhance their employability, and foster their entrepreneurial capacity.

Given the training nature of the activities covered by the agreement, it is stated that their implementation will not entail, under any circumstances, obligations inherent to an employment relationship, nor does it imply any financial commitment for any of the parties.

Likewise, it is noted that this agreement does not aim at benefits typical of contracts, and that its nature and legal regime comply with the provisions of Law 40/2015, of October 1, on the Legal Regime of the Public Sector.

In Las Palmas de Gran Canaria, on [date]

Luis Serra Majem