



EDUCATIONAL COOPERATION AGREEMENT BETWEEN THE UNIVERSITY OF LAS PALMAS DE GRAN CANARIA AND

NAME OF ENTITY

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

Party of the first part, Mr Rafael Robaina Romero, Honourable Rector of the University of Las Palmas de Gran Canaria (hereinafter, ULPGC), with tax identification number (C.I.F.) Q3518001G and a registered address at Calle Juan de Quesada, number 30, in Las Palmas de Gran Canaria, named by Decree of the Canarian Government Presidency 127/2016, of 16 December, by virtue of the competences outlined in Article 20.1 of the University Act 6/2001, of 21 December, modified by Law 4/2007, of 12 April, and employing the powers granted by articles 78, 81a) and 137 of the University Statutes, approved by Canarian Government Decree 107/2016, of 1 August (BOC no. 153, of 09/08/2016).

(If the representative is representing a company or private entity)

Party of the second part, *Mr/Mrs/Miss/Ms name and role*, acting as duly authorised legal representative, in accordance with *(document and appointment accrediting the legal capacity with which they act)* on behalf of *the company*, (hereinafter, *company initials*), with tax identification number *xxxxxxx* (C.I.F.) and a registered address at *street, number, post code, city*.

(If the representative is representing a public entity)

Party of the second part, *Mr/Mrs/Miss/Ms name and role*, acting in the name and on behalf of *entity name*, with tax identification number *xxxxxxx* (C.I.F.), by virtue of the powers bestowed on them according to *(document and appointment accrediting the legal capacity with which they act)* and with an address for the purpose of notifications at *street, number, post code, city*.

Both parties, who act according to their respective roles, do hereby mutually recognise one another's necessary legal capacity to enter into this agreement.

RECITALS

I. The ULPGC, created by Local Law 5/1989, of 4 May, on Reorganisation of the Canaries' Universities, is governed by the University Act 6/2001, of 21 December, and by its own Statutes, and in accordance with these provisions it enjoys its own legal personality and full capacity to act within its scope of action, with its functions including creation, development, diffusion and critique of science, technique and culture, scientific and technical support of cultural, social, technological and economic development (both nationally and for the Canary Islands in particular), and preparation to develop professional activities that demand application of technical or scientific knowledge and methods or artistic creativity.

Furthermore, planning of official university teaching, introduced with Law 4/2007, of 12 April, modifying the University Act 6/2001, of 21 December, and developed, among others, by Royal Decree 1393/2007, of 29 October and by Decree 168/2008, of 22 July, of the Canarian Government, has placed special emphasis on university students developing external academic internship

In order to undertake this, the ULPGC may develop any actions, establish contacts and formalise agreements it deems appropriate with entities, organisations and institutions, either public or private, national or foreign.

II. *Name of entity* aims to (*reference to the entity's aims*).

III. The parties, within the framework of Royal Decree 592/2014, of 11 July, regulating the external academic internships of university students, and in accordance with the provisions established in the External Academic Internship Ruling, approved by the ULPGC's Governing Board on 2 March 2018 (BOULPGC, 5 March 2018), agree to enter into this agreement, in accordance with the following

CLAUSES

ONE. PURPOSE OF THE AGREEMENT

The purpose of this agreement is to establish the terms and conditions under which ULPGC students will undertake, at *name of entity*, an external academic internship programme and/or will develop a final year project (hereinafter, final project) in any teaching area, whether official or its own, taught by the ULPGC, in accordance to the individual terms and conditions of each modality established in the corresponding educational programme associated with the stay. Furthermore, it will also be developed in accordance with the details outlined in the justifying memorandum attached to this agreement, in compliance with the provisions of article 50.1 of Law 40/2015, of 1 October, on the Public Sector's Legal Framework.

This is also applicable to students of all other Spanish or foreign universities who, by virtue of academic mobility programmes or agreements established between these, are found to be studying at the ULPGC or in its affiliated centres.

TWO. GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

A. OFFER FROM *NAME OF ENTITY*

Name of entity may offer internship spaces at the frequency of its choice, and indicate the specific offer for each space.

B. MODALITIES OF EXTERNAL ACADEMIC INTERNSHIPS

External academic internships may be curricular or extracurricular in nature.

- a) Curricular internships are formed by academic activities that are integral to the Study Plan involved.
- b) Extracurricular internships are those that students may undertake on a voluntary basis during their educational period and which, although they have the same purposes as curricular internships, do not form a part of the corresponding Study Plan. However, and where applicable, they will be considered in the European Diploma Supplement in compliance with current legislation.

Although internships should be preferably developed in person, they may be undertaken in the form of distance or blended learning via online work procedures. This type of internship will require prior authorisation from the Centre's External Internship Committee, in the case of curricular internships, or the Vice-Chancellor's Office with competences in external internships, if they are extracurricular.

C. DURATION OF INTERNSHIPS

- a) External curricular internships will be for the duration established in the corresponding Study Plan, under the terms established by article 12.6 of Royal Decree 1393/2007, of 29 October, outlining planning for official university teaching.
- b) In the case of internships for qualifications run by the ULPGC, the duration of these will be determined in the proposal for the educational activity approved by the corresponding committee.
- c) External extracurricular internships will not have a duration superior to 50% of the academic year's credit. The internship's duration will be established in each offer and may not be less than 200 hours per academic year (unless it involves the continuation of a curricular internship or its specific nature demands a shorter duration). The total amount of hours the student will develop in the course of their qualification in the form of extracurricular internships may not exceed 1,200 hours in total.

D. DEVELOPMENT OF INTERNSHIPS AND THE FINAL PROJECT

1. The hours for undertaking internships for the final project will be established in accordance with each of their characteristics and the collaborating entity's availability. Hours will be compatible with the academic, educational and representative activity and participation developed by the student at the ULPGC.
2. Students must comply with the internal standards of *name of entity* and follow the indications of the person appointed by the entity for mentoring tasks. Students must apply themselves diligently to the tasks entrusted to them, regarding which they will maintain professional secrecy and confidentiality during their stay and once said stay has been finalised. In the event of absence, the ULPGC's responsible Centre must be informed and said absence should be justified. The student's leave policy will be agreed by the tutors/mentors of both parties with respect to the leave students have a right to in accordance with current legislation in any case.
3. Pursuant to the provisions outlined in article 20 of the ULPGC's Ruling on External Academic Internships, either of the parties may terminate the internship period for duly justified reasons. If *name of entity* were to deem it appropriate, the ULPGC will manage the incorporation of a new student who shall start their educational period as soon as possible.
4. If either of the signatory parties or students wishes to use the partial or final results of their activity in the collaborating entity, either partially or fully for publication as an article, conference, thesis, report, etc. the compliance of the other party must be requested in writing and the other party must respond within a maximum of 45 days, communicating their authorisation, reservations or disagreement. Once this deadline has passed and no response has been obtained, silence will be understood to mean tacit approval of their disclosure.
5. Any industrial property rights that may be registered, having arisen from the results of the internship carried out by the student, will correspond to the collaborating entity. With regards to intellectual property, authorship recognition for work completed by the student will always be respected, although an exception to this general principle may be reached directly between the student and the entity.

E. ACCIDENT AND CIVIL LIABILITY INSURANCE

All ULPGC students who are matriculated in any official teaching programme are covered by civil liability insurance for any third-party damage they may cause at the collaborating entity via a policy the ULPGC has taken out for this purpose.

The ULPGC also guarantees coverage of personal accidents students may suffer during external academic internships via a collective policy it has taken out for this purpose.

Academic insurance covers healthcare for individuals under 28 years old who are matriculated in official teaching programmes at the ULPGC's respective centres and who are up-to-date with the corresponding payment. The temporary scope of coverage is limited to the school year. This coverage applies to Spain, in accordance with the principle of territoriality stipulated in the General Social Security Act. In the case of students over 28 years old, or those who are matriculated in the ULPGC's own teaching programmes, they must take out an accident insurance policy, whose amount they will be responsible for paying, and they must provide a copy of this to the Centre's Administration, or the management department, where applicable, before commencing their internships.

With regard to international internships, and regardless of the internship's modality, students must take out an accident insurance policy that includes repatriation and a civil liability insurance policy if the foreign collaborating entity does not guarantee this coverage with the corresponding policies.

F. STUDY GRANTS

1. In curricular internships, *name of entity* may pay a monthly amount to the student as study assistance or a grant.
2. In extracurricular internships, *name of entity* must pay a monthly amount to the selected student as study assistance or a grant, and the ULPGC may set a management or administration fee in addition to a fee for accident insurance per selected student and month. The gross monthly amount for the study grant and management fee, if applicable, will be set for every academic year by the corresponding Vice-Chancellor's Office.

The possibility that undertaking extracurricular internships may be developed without the student receiving study assistance will be considered in exceptional circumstances and provided that the collaborating entity justifies the impossibility of providing this grant, which will require a favourable report from the corresponding Vice-Chancellor's Office. In this case, the student must expressly renounce the right to receive the economic grant from the collaborating entity.

3. The gross amount of study assistance or the grant will be indicated in the student's internship accreditation and, in no case will it be considered remuneration or pay for the activity developed as no contractual relationship will exist.
4. The department managing external internships, appointed by the ULPGC, will be responsible for economic management of the study assistance or grant that the collaborating entity may provide the intern student with, making the corresponding payment and complying with the obligations that, in matters of social security, fiscal issues or any other type of matter, may correspond to the collaborating entity by law or ruling.

G. LABOUR AND LEGAL REGIME

In accordance with Royal Decree 1493/2011 (BOE, 27 October 2011), university students undertaking paid internships will be included in the General Social Security Regime although Royal Decree 8/2014, of 4 July, approving emergency measures for growth, competitiveness and efficiency (BOE, 5 July 2014), establishes a full discount of Social Security payments for students undertaking paid curricular internships (Twenty-fifth Additional Provision).

Name of entity's participation in the internship programme does not imply the acquisition of more obligations than those established in this agreement. Given the educational nature of external academic internships, under no circumstances will their development give rise to obligations inherent to a labour relationship, nor will their content lead to substitution of the labour service inherent to job posts.

Furthermore, and if the student were to join the workforce of the collaborating entity upon completion of their studies, the time spent on the internship will not count for the purposes of seniority nor will it exempt them from the probation period, unless the corresponding collective agreement were to expressly state otherwise.

In the scope of the Public Administrations, Public Law Entities and all other Public Organisations, the undertaking of external academic internships in these may not be considered credit for access to the civil service nor will they be counted for the purposes of seniority or to recognise prior services.

THREE. OBLIGATIONS OF THE ULPGC

1. Prepare for each student undertaking an internship the Student Accreditation detailing the following information: student details, qualification, internship start and end date, organisation where they will undertake the internship, calendar and hours, in addition to the name of the academic tutor and the mentor at the collaborating entity. Furthermore, it must include the educational project which must show the educational aims and competences the student should acquire, in addition to the educational activities they will develop. The body responsible for the qualification will resolve any issues that may arise during development of the internship or final project.
2. Appoint an academic tutor who will monitor the normal development of the educational project, collaborate with the mentor at the collaborating entity in all aspects affecting this, and carry out any functions established in rulings.
3. Recognise the educational cooperation carried out by *name of entity* and by the people it appoints to monitor the student undertaking an internship and the activities developed during it, in accordance with the terms and conditions established by the ULPGC.

FOUR. OBLIGATIONS OF *NAME OF ENTITY*

1. Be legally established and not be in the middle of a downsizing plan on the date the internship is to begin.
2. Facilitate the student's development of the obligatory assessment activities, as established in the subjects in which they are matriculated, whilst the entity is collaborating on a university education programme, in addition to attendance at meetings of the University's appointed governing bodies to which they pertain.
3. Name a mentor who will be responsible for the education of each student and assessment of their stay, providing the academic tutor with the final internship report, detailing the student's degree of achievement and participation, their performance and the competences acquired.
4. In the case of stays in order to develop the final project, the student must have a tutor or mentor at *name of entity* who will act collectively with their University tutor, always with the approval of the corresponding Degree Committee or Master Coordination Committee and in accordance with the general rules of the final project and specific rules approved for their qualification, if applicable. Furthermore, they will be responsible for issuing a reasoned report that will declare the final project complete and which they will send to the Degree Committee or Master Coordination Committee.
5. Have in place the material means and services that guarantee development of the educational activities planned, observing criteria of universal accessibility and inclusive design, according to the provisions of Royal Decree 1/2013, of 29 November, approving the Consolidated Text of the General Law on the rights of people with disabilities and their social

inclusion.

6. Observe health and safety measures established in the assigned internship centre, and inform, train and ensure the student's compliance with these measures.

FIVE. TRANSPARENCY

This agreement is subject to the provisions of Law 19/2013, of 9 December, on transparency, access to public information and good governance.

SIX. DIFFUSION

The ULPGC and *name of entity* mutually authorise one another to use their respective logos as collaborating entities exclusively for the diffusion and publicising of the activities that are subject to this agreement, contingent on the rules and instructions that both entities may provide for this purpose. The collaborating entity may also make use of the distinctive symbol that, if applicable, the ULPGC has to recognise a collaborating entity for external internships.

SEVEN. MONITORING AND CONTROL MECHANISM

For correct coordination and monitoring of actions, as well as their optimal development, those responsible at both entities, along with the internship and/or final project tutor at the corresponding Centre (in the case of the ULPGC) and the external mentor (in the case of *name of entity*), will remain in contact and communicate, when they deem it necessary, and they undertake to resolve by mutual agreement all incidents that may arise during the development of the actions that are the subject of this agreement.

EIGHT. TERM OF THE AGREEMENT

Choose one of the two options below, as applicable:

Option A. (Only for agreements signed with the General State Administration or one of its public organisations or linked/dependent public-sector bodies, in accordance with the provisions established in article 48.8 of Law 40/2015, following this model):

This agreement will be valid for four years and it will come into force once registered in the State Electronic Registry for Cooperation Instruments and Bodies in the State Public Sector and published in the Spanish Official Gazette (*Boletín Oficial del Estado*), in accordance with article 48.8 of Law 40/2015, of 1 October. It may be extended by unanimous agreement reached between the parties for a period of up to four additional years, which must be formalised in writing one month prior to expiry of the agreed term.

Option B. (For regional and local public administrations and private organisations)

This agreement will be valid for four years and it will be effective from the date it is signed. It may be extended by unanimous agreement reached between the parties for a period of up to four additional years, which must be formalised in writing one month prior to expiry of the agreed term.

NINE. MODIFICATION AND TERMINATION OF THE AGREEMENT

This agreement may be modified by unanimous agreement reached between the parties, which should be formalised via the corresponding addendum.

This agreement will be terminated via the fulfilment of the actions that constitute its purpose, or if a cause for termination should arise. The causes for termination are those detailed in article 51.2 of Law 40/2015, of 1 October, on the Public Sector's Legal Framework.

If, at the time of termination, any ULPGC student were found to be developing an internship at *name of entity*, the agreement will continue to be fully effective until full finalisation of the internship.

This agreement voids any internship agreements signed previously between the ULPGC and

name of entity.

The Monitoring Committee will continue its functions and will be responsible for resolving any issues that may arise in relation to the actions in progress or those derived from the agreement and, in addition, if termination of the agreement should occur, until any pending issues are resolved.

TEN. CONSEQUENCES DUE TO NON-COMPLIANCE WITH THE OBLIGATIONS AND COMMITMENTS ASSUMED BY THE PARTIES

In the event of non-compliance with the obligations and commitments assumed by either signatory party, the non-complying party will be notified of a requirement to comply with the unfulfilled obligations and commitments within 30 calendar days. If this indicated time period should pass and non-compliance should persist, the party who issued the notification will inform the other party of its continued non-compliance, resulting in cause for termination, and the agreement may be understood as terminated. Termination of the agreement will not give rise to any form of compensation.

ELEVEN. NATURE AND SETTLEMENT OF DISPUTES

This collaboration agreement is administrative in nature, meaning Law 9/2017, of 8 November, on Public Sector Contracts (BOE, 9 November) will not apply, by virtue of the provisions outlined in article 6.1 and 6.2. It shall be subject to the legal regime of agreements detailed in Chapter VI of the Preliminary Title of Law 40/2015, of 1 October, on the Public Sector's Legal Framework.

Any disputes that may arise regarding the interpretation, development, modification, termination and purposes from application of this agreement will be resolved by mutual agreement reached between the parties or, if an agreement is not reached, litigious matters will fall to the expertise and competence of the contentious-administrative jurisdiction.

In witness whereof, both parties sign this agreement in the place and on the date indicated at the beginning of this document.

**FOR THE UNIVERSITY OF LAS PALMAS
DE GRAN CANARIA**

FOR *name of entity*

Rafael Robaina Romero

name of signatory

Basic information on data protection and processing: Agreements	
Person Responsible	Rector of the University of Las Palmas de Gran Canaria
Aim	Management of agreements
Legitimacy	Compliance with legal obligation; Mission of public interest
Recipients	No data will be ceded to third parties, unless required by law
Rights	Access, rectify and suppress data, in addition to other rights, explained in information
Additional Information	https://ulpgc.es/sobre-esta-web/aviso-legal



MEMORANDUM JUSTIFYING THE INTEREST AND ADVISABILITY OF THE AGREEMENT BETWEEN THE UNIVERSITY OF LAS PALMAS DE GRAN CANARIA AND [NAME OF ENTITY](#) FOR THE DEVELOPMENT OF EXTERNAL ACADEMIC INTERNSHIPS AND/OR FINAL DEGREE OR MASTER PROJECTS BY ULPGC STUDENTS

Rafael Robaina Romero, Honourable Rector of the University of Las Palmas de Gran Canaria,

Expressly declares the ULPGC's interest in entering into the referenced agreement, under the framework of Royal Decree 592/2014, of 11 July, regulating the external academic internships of university students.

The aim of this agreement is for ULPGC students to be able to apply the knowledge acquired during their academic education, favouring the acquisition of competences that will prepare them to exercise professional activities, facilitate their employability and improve their entrepreneurship.

Given the educational nature of the activities that are the subject of this agreement, it must be said that under no circumstances will their development lead to obligations inherent to a labour relationship, nor will it involve an economic commitment for either of the parties.

Furthermore, this agreement does not include services inherent to contracts among its aims, and its nature and legal regime adapt to the provisions outlined in Law 40/2015, of 1 October, on the Public Sector's Legal Framework.

In Las Palmas de Gran Canaria, on [\(date\)](#)

Rafael Robaina Romero