#### ANNEX I

|  |  |  |
| --- | --- | --- |
| **EDUCATIONAL COOPERATION AGREEMENT BETWEEN THE UNIVERSITY OF THE BASQUE COUNTRY (EUSKAL HERRIKO UNIBERTSITATEA) AND THE PARTNER ORGANIZATION……………………………………………. IN ORDER TO CONDUCT EXTERNAL ACADEMIC INTERNSHIPS FOR STUDENTS ON THE ………………………………………………… OFFICIAL DEGREE OR MASTER’S COURSE.**  In……………………… on …… of …………………,…………..  **PRESENT**  On the one hand, Mr/s………………. *(name and surname/s of the people responsible for signing the Agreement, according to Article 31 of the UPV/EHU Regulation governing External Academic Internships for Students),* representing the University of the Basque Country (Euskal Herriko Unibertsitatea; hereinafter the UPV/EHU), in their capacity as…………………………… and by virtue of the provisions in the current Regulation governing External Academic Internships for Students,  And on the other, Mr/s ………………………………………………………… *(name and surname/s of the person representing the partner organization with which this agreement is signed)*, representing ……………………………………………. (hereinafter the partner organization), acting in his/her capacity as……………………………………………………………………………………….  Mutually recognizing the legal capacity necessary to sign this educational cooperation agreement, they hereby  **DECLARE**  **One**. That the purpose of the UPV/EHU includes *“Quality higher education that contributes to the integral education of its students and ensures their professional preparation with a view to joining the labour force.”*  **Two.** That the partner organization is interested in contributing to the abovementioned purpose by providing practical work experience in its facilities for students on the *(name of degree)* course.  **Three**. That these external academic internships constitute an educational activity performed by the student and supervised by the university, the objective being to enable them to apply and complement the knowledge acquired during their academic training, facilitating the acquisition of skills that will prepare them for their professional activities, promote their employability and foster a spirit of entrepreneurship.  **Four.** That, specifically, the internship consists of academic activities that form part of the curriculum in question.  **Five.** That the UPV/EHU runs the degree course/s of ………………………………………………………………… and the partner organization operates in the sector/s of…………………………………………………………………………  **Six.** That Article 7 of Royal Decree 592/2014, of 11 July 2014, regulating external academic internships for university students, states that “*In order to undertake external internships, the universities or, where applicable, the entities responsible for managing the internships associated with them, will sign Educational Cooperation Agreements with the partner organizations*”, a provision that also appears in the UPV/EHU Regulations governing External Academic Internships for Students.  In view of the above, both parties  **AGREE**  **Severally:** To sign this Educational Cooperation Agreement in accordance with the following  **CLAUSES**  **One: Purpose**  The purpose of this Educational Cooperation Agreement is to regulate the terms under which the academic internships of UPV/EHU students will be conducted in the abovementioned partner organization, in accordance with the provisions of Royal Decree 592/2014, of 11 July 2014, regulating external academic internships for university students and the UPV/EHU Regulation governing External Academic Internships for Students.  **Two: Place, execution, development and evaluation of the educational project**  The location where the internship will take place is indicated in Annex II, which forms part of this Agreement.  The duration and the number of hours will be agreed between the University and the Organization, taking into account the characteristics of the subject matter of the external internship and the availability of the organization so that the internship has the lowest possible impact on its regular activities.  The educational project will comprise the following sections at the very least:   * Details of the organization * Details of the degree course * Details of the internship mentor * Details of the academic tutor * Basic, generic and specific skills. * Learning outcomes related to the defined skills. * Activities and tasks to be completed by the student (both at the internship facility and at the university).   **Three: Relationship between the partner organization and the student**  1. Given the educational nature of the academic internship, under no circumstances does it infer any obligations commensurate with an employment relationship, nor may its content give rise to the replacement of an existing job position in the organization in question.  2. Likewise, in the event that at the end of their studies the student joins the staff of the partner organization, the time of the internship will not be calculated for seniority purposes or be used to replace the standard trial period, unless this is specifically stated otherwise in the organization’s collective agreement.  **Four: Internship mentor**  1. The partner organization will assign an internship mentor for each student who will be responsible for organizing the training activities in accordance with the student’s tutor and for informing the tutor about the progress of the internship in compliance with the Educational Project.  2. The internship mentor assigned by the partner organization must be someone who is attached to the organization, with sufficient professional experience and knowledge to mentor the student effectively. This cannot be the same person who performs the functions of tutor at the university.  3. The internship mentor must be approved by the Head of the Internship Programme and will entail recognition of the *Venia Docendi* which will be materialized in accordance with the procedures set forth in the UPV/EHU Regulation governing External Academic Internships for Students.  **Five: Rights and responsibilities of the internship mentor**  1. The internship mentor at the partner organization will have the following rights:   1. To recognition of their collaboration under the terms set forth in point 3 of the previous clause. 2. To be informed about the regulations governing external internships, the educational project and the conditions for its progression. 3. To have access to the university in order to obtain the information and support necessary to fulfil their function.   2. They will also have the following responsibilities:   1. To induct the student and organize the activities to be performed in accordance with the provisions of the educational project. 2. To supervise the student’s activities, guiding and monitoring the internship through a relationship based on mutual respect and commitment to learning. 3. To inform the student about the organization and its operations and any relevant regulations, especially those related to occupational health and safety. 4. To coordinate with the university tutor on the progress of the activities established in the educational project, as well as liaising with them and resolving any possible incidents that may arise during the internship and arrange any leaves of absence to attend examinations. 5. To participate in the established appraisal process as stipulated by the University. 6. To provide any complementary training the student may need to fulfil their internship. 7. To provide the student with the essential material resources to fulfil their internship. 8. To facilitate and stimulate the contribution of proposals for innovation, improvement and entrepreneurship by the student. 9. To provide access to the organization for the UPV/EHU tutor so that they can fulfil the purpose inherent in their position. 10. To keep all the information about the student resulting from their activity as a mentor in the strictest confidence. 11. To provide assistance and guidance to the student during their time at the organization to resolve any issues of a professional nature that they may need while performing their activities there.   **Six: Rights and responsibilities of the student**  1. During their internship, the student will have the following rights:  a) To mentoring during the whole of the internship by their university tutor and by the staff member at the company, institution or entity where the internship is taking place.  b) To appraisals in accordance with the criteria established by the university.  c) To a report issued by the partner organization at which the internship took place, expressly detailing the activities they performed, their duration and, where applicable, their performance, in accordance with the procedures established by the university.  d) To receive, in the cases where this is stipulated, economic remuneration in the form of a student financial aid package.  e) To the intellectual or industrial property rights under the terms established in the regulatory legislation in this respect, unless the student has signed the corresponding document transferring those rights.  f) To receive information from the partner organization on its occupational health and safety regulations.  g) To comply with their academic, educational, representation and participation obligations, subject to sufficient advance notice to the partner organization.  h) To be provided with the necessary resources, in the case of students with disabilities, to mentorship, information, appraisal and the performance of the internship in conditions of equality.  i) To reconcile, in the case of students with disabilities, the performance of the internship with the activities and personal situation commensurate with their functional disability.  j) Any other rights provided for in current legislation and/or the corresponding educational cooperation agreements signed by the university with the organization in question.  2. Likewise, during the internship the student is required to comply with the following responsibilities:  a) To comply with the current regulations on academic internships established by the university.  b) To understand and fulfil the educational project for the internship, following the instructions of the mentor assigned by the partner organization under the supervision of the university tutor.  c) To keep in contact with the university tutor during the internship and notify him/her of any incidents relating to its progress, as well as submitting any documentation that may be required.  d) To join the partner organization on the agreed date; to abide by the timetable established in the educational project; to adhere to the clothing and hygiene regulations according to the specific activity; and to respect the operational and health and safety regulations in place at the organization.  e) To behave in a way that guarantees the health and safety of the people and installations involved in the internship.  f) To perform the educational project and diligently comply with the activities agreed with the partner organization in accordance with their guidelines.  g) To prepare and submit the documents, reports or records stipulated in the educational project.  h) To maintain confidentiality and professional secrecy in relation to the internal information of the partner organization, refraining from disclosing, communicating or informing third parties of any information to which they become cognisant during the internship, either before, during or after this period.  i) To comply with the security measures and instructions provided on the use of computer resources, access to information and safeguarding of documents, as well as the security of the facilities.  j) To demonstrate, at all times, a respectful attitude towards the policies of the partner organization and to uphold the reputation of the university to which they belong.  k) Any other responsibilities envisaged in current legislation and/or the corresponding educational cooperation agreements signed by the university and the partner organization.  3. In the event of a breach of the responsibilities outlined in the above section, the internship may be terminated early. In this case, the UPV/EHU and the partner organization should notify the Monitoring Committee established by the Internship Regulations, which should issue its decision on the early termination of the internship in question within a maximum of ten days.  4. Students may take leave of absence from their internship to sit examinations, duly notifying the internship mentor of this fact at least three days in advance. Any other absences for academic or other reasons must be notified to the mentor and the tutor as soon as possible, and should be authorized, wherever applicable, by the tutor.  **Seven: Facilities and resources**  The partner organization guarantees the use of the necessary facilities and resources for the student to perform their internship and will determine the number of students they can accept.  **Eight: Liability and insurance**  1. The UPV/EHU has taken out a civil liability insurance policy to cover any damage that students may cause in the course of their internship.  2. Neither the university nor the internship student will be responsible for any potential damages caused when these arise from the orders or instructions given by the organization’s internship mentor and which do not form part of the internship activities programme.  3. Students enrolled in formal education under the age of 28, whether Spanish, European or foreign with a residence permit, are covered by student insurance.  Likewise, the UPV/EHU has taken out the *Seguro EHU Ikasle Asegurua* insurance policy to cover accidents and healthcare, which covers all the students enrolled in the UPV/EHU within Spain.  4. In order to carry out external academic internships abroad, it is necessary to take out an *IBILI* policy or one that has similar minimum coverage.  5. Students from foreign universities who attend the UPV/EHU on a mobility or similar programme and engage in external internships must have taken out an *IBILI* insurance policy or one that provides similar minimum coverage, and an additional civil liability policy to cover any damages that the student may cause during the course of their internship.  **Nine: Student financial aid packages and tax and social security obligations**  As a general rule, students will not receive any financial aid packages for doing internships. However, if the internship involves the payment of a financial aid package to support the student, the partner organization is required to comply with its payment and the relevant tax obligations established by current legislation.  If there are any social security obligations, the administration and payment of these contributions will be the responsibility of the partner organization.  **Ten: Protection of personal data**  The signing of this Agreement implies the authorization by the holders for their personal data to be transferred and processed for the exclusive purposes of the Agreement, and in accordance with the provisions of Organic Law 3/2018, of 5 December 2018, on the Protection of Personal Data and the guarantee of digital rights, and with 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, repealing Directive 95/46/EC (General Data Protection Regulation). Under no circumstances may the data be used for any other purpose than those established in this Agreement and, where applicable, the corresponding Annex/es. Personal data will not be transferred or communicated to third parties except where absolutely necessary for the proper support, development, control and fulfilment of the relevant purposes, or in the cases envisaged by current legislation. The owners of the data may exercise their rights of access, rectification, erasure and portability of their data; to limit or oppose their processing; and the right not to be subject to decisions based solely on the automated processing of their data, where applicable, by writing to the University of the Basque Country (Euskal Herriko Unibertsitatea), for the attention of the Data Protection Officer, Barrio de Sarriena s/n, 48940 Leioa (Bizkaia), or to the email address dpd@ehu.eus. Likewise, the parties undertake to adopt the necessary technical and organizational measures to guarantee the security of personal data and prevent its alteration, loss or unauthorized processing or access, taking into account the state of the technology, the nature of the data stored and the risks to which they are exposed, whether these risks stem from human action or the natural physical environment.  **Eleven: Other commitments of the UPV/EHU**  1. Without prejudice to the commitments described above, the UPV/EHU makes the following commitments in relation to participating students:   1. To inform them of all the terms and conditions of this Agreement which affect them. 2. To ensure that students assume the responsibilities arising from this Agreement as well as those inherent in applicable legislation. 3. To ensure that students expressly accept the transfer of their data for the purposes described in the previous clause.   2. The UPV/EHU will provide the partner organization with a copy of the document signed by the student.  **Twelve: Monitoring committee**  1. In order to resolve any incidents that may arise during the course of the internship or in compliance with the Agreement, a Monitoring Committee will be set up comprising two representatives from the University responsible for the degree course and another two people from the partner organization.  2. Once the Committee has been set up, the chair will alternate between the signatory parties, with the UPV/EHU taking the first turn.  **Thirteen: Duration of the Agreement**  1. This Agreement will be valid for four years from the date of its signature and once this period has come to an end it will be tacitly renewed for a further four years unless repealed by one of the signatory parties before the month of March in the academic year prior to the year in which that party no longer wishes to continue the Agreement.  2. The termination of the Agreement must be done in writing and will not affect any internships that are already in effect at the time of its termination, without prejudice to the provisions of clauses Five and Six concerning the early termination of internships.  And as proof of conformity with the foregoing, the intervening parties hereby sign this educational collaboration agreement in duplicate in the place and on the date indicated in the heading.   |  |  | | --- | --- | | On behalf of the UPV/EHU  (signature and stamp) | On behalf of the partner organization  (signature and stamp) | |