



# COLLABORATION AGREEMENT BETWEEN THE UNIVERSITY OF CADIZ AND FUNDACIÓN ACCIÓN INTERNA

## COLLABORATION AGREEMENT ON EDUCATIONAL COOPERATION

THIS AGREEMENT is made in Cádiz on 10 of May 2024

between

By the university

Mrs. **Nuria Campos Carrasco**, Vice-Rector for Students Affairs and Employment of the University of Cadiz, whose VAT Identification Number<sup>1</sup> is Q1132001G, domiciled at Calle Ancha, 16, 11007, Cádiz (Spain), acts on behalf and representation of the University of Cadiz. He has been empowered for the purposes of this agreement by Order of the Rector of the University of Ca diz [Order UCA/R84REC/2019, of 29th de July (BOUCA 292)].

and


By the company

Mr. Iohana Bahamon Gómez, acting as legal representative with general power of attorney on behalf of FUNDACIÓN ACCIÓN INTERNA, with VAT Identification Number<sup>2</sup> 900636976 and domiciled at CARRERA 13 A #86A-57, hereinafter the collaborating institution.

Both parties take part according to their respective positions and mutually acknowledge the necessary legal capacity to subscribe this *Collaboration Agreement on Educational Cooperation*, in the exercise with which they have been empowered,

**First** The University of Cádiz is an official university according to national regulations, and within these norms and the European framework of higher education, conducting internships is promoted as a fundamental part of the training of university students, with the content

<sup>1</sup> Spanish: *C.I.F.*

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and procedure specifically provided by the relevant curricula. In this sense, internships are a learning activity of the university students, from which no actions or relations derive, nor rights or obligations, of a labour nature.

### **Second**

It is the will of the parties to this agreement to collaborate in the practical training of university students, which aims to contribute to the comprehensive training of students, enable them to implement and supplement the knowledge acquired in their education, promoting the acquisition of technical, methodological, personal and participatory competences which will prepare students for professional activities, facilitate their employability, access and integration to the labour market and encourage their entrepreneurial capacity.

By the university


### **Third**

In accordance with the Real Decreto<sup>3</sup> 592/2014 of 11<sup>th</sup> of July, by which the external academic internships of students are regulated, the universities and, where appropriate, the managing bodies bound to the internships, shall sign *Collaboration Agreements on Educational Cooperation* with the aforementioned collaborating institutions, promoting the accessibility to external internships particularly among students with disabilities, for which all participating institutions in external internships should aim to provide human resources, material means and technological resources, to ensure equal opportunities for all the university students.

By the company

**Now therefore** and in accordance with the provisions of the Real Decreto 1393/2007 of 29<sup>th</sup> October, which establishes the set of regulations by which the official university studies are guided, by other special regulations -in particular, the Real Decreto 592/2014 of 11<sup>th</sup> of July- and according to the current regulations of the University of Cádiz –which regulates the external internships of its students-, the parties agree to sign a *Collaboration Agreement on Educational Cooperation*.

<sup>3</sup> similar to an *Order in Council*. Hereinafter “Real Decreto” will not be translated.

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## IT IS AGREED AS FOLLOWS:

**FIRST.-** This *Collaboration Agreement on Educational Cooperation* (hereinafter the Agreement) shall regulate the regime of external academic internships, either curricular or extracurricular, held at the collaborating institution, of the students enrolled in any degree of the University of Cádiz either in their own colleges or, as appropriate, in the ones assigned to it, as provided in the corresponding curricula of the degree and according to what the applicable regulations of existing internships stipulate.

By the university

**SECOND.-** The arrangement of external academic internships is specified in a *Training Project*, which shall gather educational objectives to be reached and activities to be done by the students. The University of Cádiz shall especially ensure that the contents of the internships are defined sufficiently and properly in the training project, in such a way as to directly relate the skills acquired during the internships to their studies and to the provisions established therein.

Both the training project and any other change which affects the development of the external internships must be documented in an annex. This shall be incorporated into this agreement and, if necessary, it shall be given to the students in order for them to know it and follow it up.

By the company

**THIRD.-** For curricular internships, the collaborating institution shall determine the number of students of the different degree programmes which shall be able to do an internship in the beginning of every academic year. Each annual offer of internships shall be recorded in the corresponding addendum to this agreement, indicating the periods in which internships can be done.

**FOURTH.-** For the extracurricular internships the number, profile, duration, endowment and the training plan shall be determined by the collaborating institution at the time of the offer. Students shall be selected from those enrolled in the database provided by the University of Cádiz, in accordance with the applicable procedure.

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If the collaborating institution, when offering the extracurricular internship, has undertaken to give financial assistance to the beneficiary of this internship, then the amount stipulated in the offer shall be paid to the student each month, specified as a study assistance package. This payment shall be justified and documented under the terms provided by the regulations of the University of Cadiz. The agreement signed shall be automatically terminated in the case that the collaborating institution does not comply with the payment of this financial assistance at any time, which has been voluntarily offered to the student.

By the university


Where appropriate, the University of Cádiz shall send the certificate provided in article 24 of the law 49/2002 of 23<sup>rd</sup> December, on the taxation of non-profit entities and tax incentives for patronage, to the collaborating institution.

**FIFTH.-** The collaborating institution, either directly or through the duties entrusted to the *internship supervisor*, shall:

By the company

1. Welcome the selected student, ensure the development of their internship, provide the facilities required for the development of their activity, encourage them to accomplish the best development of the internship, support the learning process and assist to resolve professional issues that might arise.
2. In coordination with the *academic supervisor*, ensure the student, the permission to comply with required exams or other academic activities of the student, in order to adapt the timetables, calendar day and schedule of the internship.
3. Do not replace a job with a student and do not establish with them any sort of affiliation or employment relationship – either contractual or statutory- during the internship.
4. Meet current standards in all matters relating to safety and job-related hazards and inform the students about these.
5. Inform the university before the incorporation of the students, in which department of the institution the student will work and the time they will spend there. The University of Cádiz shall be informed about the supervisor, their function and duration of the practice period.
6. Appoint an *internship supervisor*, who shall be a person related to the collaborating institution, with professional experience and

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By the university

By the company

- the required knowledge for an effective supervision. The practical supervisor shall coordinate with the academic tutor and assign those duties performed by the students during the internship, and assist in the evaluation of the student achievements.
7. Ensure that the practical supervisor meets the duties listed in article 11.2 of the Real Decreto 592/2014 of 11<sup>th</sup> of July, which regulates external academic internships of students.
  8. Report absences and/or any other faults, which, according to the *internship supervisor*, the student might commit during the time of the internship.
  9. Report disclaimers that may occur before the student has completed the contractual period of the internship and the exact date of the disclaimer or, when appropriate, the absence of the student.
  10. Comply with the access to the *academic supervisor* in order to comply with the duties bound to their function.
  11. Report the University of Cádiz on the number of working contracts performed, when the students have completed the internship period.
  12. Send a supporting document to the student with a description of the internship by specifying its duration, completion dates and activities.
  13. Send the final report referred to article 13 of the Real Decreto 592/2014, according to the template provided by the University of Cádiz.
  14. Respect the privacy policy of personal data of the University of Cádiz, on the part concerning the latter.

**SIXTH.-** The permissions regime from which the student can benefit shall be established by current regulations and shall be communicated to each student at the time of the beginning of their activity in the collaborating institutions. This regime may meet the need of the student to attend exams or other academic activities, coordinated together by the *academic supervisor* and the *internship supervisor*.

When, for reasons of an organisational nature of the collaborating institution, special permits are required, it would be necessary to include these into a separate document attached to this agreement and shall be

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signed by the representatives; by the University of Cádiz and the collaborating institution and the student.

**SEVENTH.-** The collaborating institution may decide on an early termination of the internship when the student breaches their duties seriously or repeatedly according to the terms provided in article 9.2 of the Real Decreto 592/2014 of 11<sup>th</sup> of July, which regulates the external academic internship of students. Termination can also be decided if the student disregards the instructions and rules of behaviour which have been explicitly explain by the cooperating institution.


By the university

The alleged breaches and the will for an early termination of the internship must be previously reported to the University of Cádiz, through the Monitoring Committee of the Agreement, with sufficient support for the reasons for that decision.

**EIGHTH.-** The University of Cádiz, either directly through the responsible person for the external internship, or though the *academic supervisor*, must undertake the following duties:

By the company

- 1.- When necessary, provide the collaborating institution with an elaboration of a corresponding training project, coordinate its adaptation and monitoring.
- 2.- Select students who will do the external internship and report about it to the company.
- 3.- Specify to the *academic supervisor*, who shall act in a coordinated fashion with the professionals of the collaborating institution though the *internship supervisor*.
- 4.- Inform the selected student about the granting of the internship, managing the signing of the document of acceptance and inform them about the undertaken obligations and their rights.
- 5.-Ensure that all selected students are covered during their internships by an accident insurance and, where necessary, civil liability insurance under the terms agreed with the collaborating institution and required for the internship.
- 6.- Submit to the corresponding institution information on the students who are doing an internship.

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By the university

7.- Ensure that the academic tutor meets the duties listed in article 12.2 of the Real Decreto 592/2014 of 11<sup>th</sup> of July, which regulates external academic internships of the students.

8.- Sufficiently inform the students about the regime of external internships, emphasizing in particular on its duties established in articles 9.2 and 14 of the Real Decreto 592/2014 of 11<sup>th</sup> of July, which regulates the external academic internship of students.

9.- Respect the privacy policy of personal data of the collaborating institution, on those issues that might affect it.

10.- Recognize specifically the work of the supervisors of the collaborating institution, under the terms provided in its internal rules.

**NINTH.-** The University of Cádiz shall monitor the functioning, management and development of the external internship through the Vicerrectorado de Estudiantes y Empleo<sup>4</sup>.

**TENTH.-** The duration of the internship will be established in accordance with the following provisions:

a) The external curricular internships shall have the duration according to the corresponding curriculum under the terms provided in article 12.6 of the Real Decreto 1393/2007 of 29<sup>th</sup> October.


b) The external internships have a maximum overall duration of 6 months or 600 hours. Only in exceptional cases and in order to redound to the best possible achievements of the students, once may agree to extend for a further maximum period of three months, after a justified request by the company.

By the company

The schedule of the internship is in accordance with its characteristics and availability of the collaborating institution, and shall be reflected in the corresponding document. The schedule, in any case, shall be compatible with the academic activity, training and representation and participation of the student.

**ELEVENTH.-** The recipient of the educational internship can not be linked, during the internship period, to any contractual or employment

<sup>4</sup> Vice-Rector for Students Affairs and Employment

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relationship with the student, nor the University of Cádiz and nor the associated organization, which have developed the educational internship. The requirements which must be met by the students in order to do external internships at the collaborating institution, are provided in article 8 of UCA regulation/CG08/2012 on external academic internships for the students of the University of Cádiz (BOUCA<sup>5</sup> 148 of 27<sup>th</sup> July 2012).

By the university

**TWELFTH.-** A Monitoring Committee of the agreement shall be implemented to contribute to a normal development of the educational activities and, where appropriate, to give facilities to solve problems that could arise during the implementation of this agreement or during the development of this internship. This committee must have an equal representation and shall be composed of a maximum of four members. Their function shall be to solve the potential conflicts that may appear during the development of this agreement or during the internship carried out within its framework.

By the company

Members shall be appointed by the corresponding Vice-Rector on behalf of the University of Cádiz. On Behalf of the collaborating institution the appointed members shall be the ones shown in the corresponding annex.

The Monitoring Committee of the Agreement, convened by the Vice-Rector shall meet if they are requested by any member. In any case, the committee must meet to get to know in advance under which circumstances the internship might be terminated on an early date.

<sup>5</sup> Boletín Oficial de la Universidad de Cádiz (*Official Gazette of the University of Cádiz*).

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**THIRTEENTH.-** This Agreement refers to those in article 4.1.d) of the consolidated text of the Ley de Contratos del Sector Público<sup>6</sup>, enacted by the Real Decreto 3/2011 of 14<sup>th</sup> November. It shall cover those mentioned in the clauses of this agreement and other special rules in accordance with the provisions of article 4.2, the principles of the cited law to resolve the doubts and gaps that may arise.

Contentious issues arising from the interpretation, modification, termination and the effects that might arise from the implementation of this agreement shall be resolved by a mutual agreement of the parties provided by the commission as mentioned in the twelfth section. If no agreement can be achieved, the issues shall be known and the competence of the administrative order shall be applied in accordance with the law 29/1998 of 13<sup>th</sup> of July, which regulates such jurisdiction.

**FOURTEENTH.-** This agreement will be valid during four years from the date of its signature and, before the deadline established, the signatories of this agreement may agree unanimously its extension for a period up to four additional years or its extinction, as established in article 49 h) of Law 40/2015, of the Legal Regime of the Spanish Public Sector.

**FIFTEENTH.-** The parties agree to comply with the mentioned terms, as given in the Law 15/1999 of 13<sup>th</sup> of December on the Protection of Personal Data, and implementing provisions and to inform the other party about what might be relevant of its own privacy policy and the associated security documents.

<sup>6</sup> Public Contracts Act.

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In accordance with the Law 3/2007, of the 22<sup>nd</sup> of March, on effective equality for women and men, and the Law 12/2007, of the 26<sup>th</sup> of November, on *the promotion of gender equality in Andalusia*, any reference to people or collectives mentioned in this Agreement, has been made referring to neutral gender, including therefore, the possibility of referring to both men and women.

Having read this document, the parties consider that it agrees with their interests and aims, and therefore they sign it with location and date as above.

By the University of Cádiz  
*Vice-Rector for Students Affairs*


By FUNDACIÓN ACCIÓN INTERNA

By the university

Signature: Nuria Campos Carrasco

Signature.: Iohana Bahamon Gómez

By the company

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