

# IN-WORK

## Template for agreements

2022-1-IT02-KA220-HED-000087184



## **What will you find in this document?**

This document provides tools you are free to use and adapt to the needs of your projects.

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Enjoy the reading and enjoy the learning!

## Template for agreements

Below you can find an example of an educational cooperation agreement.

### **Adapt the template to your needs**

#### **Educational cooperation agreement between [insert educational centre name], [insert host organization name], and [insert student name] for the implementation of an educational project. Parties present**

On the one hand, Mr /Mrs. [insert the name of the person responsible for the educational institution].

On the other hand, Mr./Mrs. [insert the name of the person responsible for the external entity] and the student [insert student name], a student of [insert student's degree program], hereinafter referred to as "the student."

#### DECLARE

1. This agreement is governed by [insert references to the legal framework in your geographical area], which regulates the terms and conditions for the inclusion of individuals participating in training programs.
2. The collaborating entity is interested in cooperating with [insert the name of the educational institution] and recognizes the need for students to gain practical experience in the workforce. Therefore, they consider mutual collaboration to be in the best interest.

#### AGREEMENT

1. The purpose of this agreement is to establish the terms of collaboration for the student [insert the student's name] to carry out curricular or extracurricular internships at the facilities of the collaborating entity.
2. The completion of these internships does not establish any employment relationship between the collaborating entity and the student. Students who have an existing contractual relationship with the collaborating entity are not eligible to undertake internships with them.
3. The collaborating entity may provide the student with financial assistance in the form of a stipend or scholarship. In the event of such an agreement, the amount and payment method shall be specified in the training project.

If the student receives compensation in the form of a stipend or scholarship, the company shall comply with the applicable regulations [include, if applicable, references to the legal framework in your geographical area].

4. The collaboration under this agreement is outlined in an educational project, which must be attached as a separate document. The educational project must be verified and signed by the responsible parties for student internships from each side, as well as by the student.

The educational project, which has the same duration as the internship period, should include provisions for the protection of the student's personal data, a confidentiality agreement between the collaborating entity and the student, the student's insurance coverage, and information regarding the collaborating entity's safety and occupational risk prevention regulations.

5. Academic Tutoring. The student will have as their academic tutor at [insert the name of the university tutor], responsible for effective supervision of the educational project, providing support to the student in preparing the report, and conducting the assessment process of the internship.
6. Tutoring at the Collaborating Entity. The collaborating entity will appoint, from among its professionals, a tutor who will be responsible for guiding and supervising the student's work, providing information on the organization and functioning of the collaborating entity, establishing the work plan, and issuing the final evaluation report of the internship in accordance with the university's model.
7. Monitoring Plan and Evaluation Criteria. Academic grading will be the exclusive responsibility of the academic tutor. However, upon completion of the educational project, and in accordance with the model provided by the University, the tutor from the collaborating entity will issue a final evaluation report on the generic and specific competencies outlined in the educational project. Evaluation criteria will be specified in the educational project, taking into account the nature of the educational project.
8. Early Termination. The student agrees to notify the collaborating entity, with a minimum of 15 days' notice, of their intention to terminate the educational project before the scheduled end date.
9. Student Leave Policy. The student may be absent for the necessary time due to academic obligations or participation in university governance and representation bodies, health reasons, or other cases agreed upon with the collaborating entity and the university.

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10. Termination Causes. The possible causes for the termination of this agreement are as follows:
  - i. Expiration of the end date.
  - ii. Termination of the academic relationship between the student and [insert the name of the educational institution].
  - iii. Mutual agreement of the parties.
  - iv. Non-compliance with the obligations assumed by the parties in this agreement.
  - v. General causes established by applicable legislation.
11. Student Expulsion Causes. The grounds for student expulsion shall include:
  - i. Serious breach of the obligations established in clause seven of this agreement.
  - ii. Improper conduct by the student.
12. Discrimination or Harassment Situations. Educational projects must be carried out based on principles of equality, non-discrimination, and a zero-tolerance approach to harassment.
13. Intellectual and Industrial Property Rights. The student has rights to the intellectual and industrial property of the tasks, research conducted, or results obtained, in accordance with the relevant legislation.
14. Agreement Duration. This agreement shall take effect on the day of its signing and shall have a duration of [insert the duration of the educational project]. However, before its expiration, the parties may expressly agree to its extension under the conditions they consider appropriate and within the framework of applicable legislation.
15. Legal Framework and Conflict Resolution. Any differences and disagreements that may arise in the interpretation and application of this agreement, as well as any other aspect of the relationship initiated between both institutions not provided for in this agreement, shall be resolved jointly by the parties. If this is not possible, it shall be submitted to the jurisdiction of administrative litigation.

The interested parties sign this agreement at the location and on the date mentioned below.

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