COOPERATION AGREEMENT OF EXTERNAL ACADEMIC PRACTICES (INTERNSHIP) BETWEEN
THE UNIVERSITY OF SALAMANCA
AND
NONAME INVENTED CORPORATION LLC

In Salamanca, on June 14, 2024

GATHERED

On the one hand, Ms. **Berta María Gutiérrez Rodilla**, Vice Chancellor of Undergraduate Studies and Quality, for and on behalf of the **University of Salamanca**, with company tax code **Q3718001E** and address Patio de Escuelas s/n, 37008, Salamanca, in accordance with the delegation of powers by the Rector of the University, published through resolution of June 5, 2024 of the University of Salamanca (BOCYL June 13, 2024), in use of the powers conferred in article 50 of the Law Organic 2/2023, of March 22 of the University System, as well as the powers attributedin art. 66 of the Statutes of the University, approved by Agreement 19/2003 of January 30, and modified by Agreement 38/2011 of May 5, of the Junta de Castilla y León.

And on the other, Mr./Ms. **Jane Smith**, CEO, for and on behalf of **NONAME INVENTED CORPORATION LLC**, with company code tax **000000000**, with registered office at 123 Main Street, Toronto, Ontario M5J 2S1 Canada

Both parties, in their capacity for representation and in mutual recognition of their legal capacity to enter into this agreement,

SET FORTH

ONE: that it is the will of the parties to collaborate in the training of students through external academic practices (internships) whose aim is to contribute to the integral training of students of the University of Salamanca, complementing the knowledge acquired in their academic training and promoting the acquisition of skills that prepare them for the performance of professional activities, through the knowledge of the functioning of a company or institution, and its methods of work and organization.

TWO: That in accordance with Royal Decree 592/2014, of 11 July, which regulates the external academic practices (internship) of university students, the universities and, where appropriate, the managing organizations of the internships connected with them, shall enter into Educational Cooperation Agreements with the expected collaborating organizations and encourage them to be accessible for the practical training of students with disabilities by ensuring the provision of the human resources, material and technological resources needed to ensure equality of opportunity.

THREE: The applicable legislation shall be Act 40/2015, of 1 October, on the Legal Regime of the Public Sector, published in the Official State Bulletin No. 236, of 2 October 2015, general provisions, principles and functioning of the public sector, in chapter VI, which refers to Agreements.
In addition, the Regulation of External Academic Practices (Internships) of the University of Salamanca, agreed upon by the Governing Council at its meeting of May 2013, shall also be applicable.

CLAUSES

1. PURPOSE: This agreement is to regulate the conditions under which students of the University of Salamanca shall carry out external academic practices (internships) in any area of knowledge provided by the University of Salamanca, both from official teaching and courses specific to the University of Salamanca. This agreement will cover all internships that students of the University of Salamanca carry out in any of the centres, services, delegations etc. depending organically on the signatory collaborating organization, whether or not they have the same legal personality.
The particular conditions of each internship covered by this Agreement are set out in Appendix I, a sample of which appears at the end of this agreement.

2. INTERNSHIP DURATION: Internships will have the duration established by the corresponding curriculum and shall not exceed more than fifty per cent of the academic year.

3. TRAINING PROGRAMME (DETAILS OF THE INTERNSHIP): The collaboration described in this Agreement shall be implemented in one training project per student, which shall be included as an appendix, and shall be signed by the person designated by the Academic Centre responsible for the degree involved, the student and the person designated by the organization. This appendix shall reflect the particular conditions of the internship (start and finish dates, time and place of

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development and specific content of the practices), student information, as well as the tasks, activities and educational objectives to be established considering the generic and/or specific competences to be developed by the student.

4. FOLLOW-UP OF THE INTERNSHIP: both the collaborating organization and the University of Salamanca shall appoint one supervisor each to be included in the project as the organizational supervisor and academic supervisor, respectively.

5. RIGHTS OF STUDENTS IN PRACTICE: During the time of the external academic practices, students will have the rights and shall attend to the fulfilment of the duties established in Royal Decree 592/2014.
The relationship students shall have with the receiving organization is exclusively for training, and will in no case lead to a legal relationship or an employment relationship or any commitments other than those set forth in this Agreement.
In the absence of an employment relationship, the student does not enjoy either the rights or the duties of a labour contract, such as the right to vacation time.

6. FINANCIAL CONTRIBUTION OR AID PACKAGE FOR STUDY: Given the purely training nature of the external academic practices, no contractual relationship, be it commercial, civil or labourrelated, can be established between the organization and the student, as the legal requirements are not met. Therefore, the organization is not required to pay any economic compensation.
In the event that the practice has an endowment in the form of a scholarship or study aid, the payment of the same will, in general, correspond to the organization, unless otherwise agreed in the corresponding internship call or program.
The amount, method of payment and the payer shall be included in the training project according to what is established in the internship call or program.
The payer of the scholarship or study aid is responsible for meeting any obligations in matters concerning the social security or tax legislation in force.
When applicable according to current Spanish regulations, the University of Salamanca assumes compliance with Social Security obligations, in the case of unpaid curricular external academic internships (mandatory and optional), included in curricula aimed at obtaining official bachelor's, master's and doctoral degrees, as well as those aimed at obtaining a university-specific degree.

7. DATA PROTECTION: The parties undertake to comply with what is established in the provisions on data protection and especially as stipulated by Basic Act 03/2018 on the Personal Data and Digital Rights Protection and the regulations deriving from it and by the 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.

8. INTELLECTUAL PROPERTY: In those cases in which the practice carried out generates a product susceptible of constituting intellectual property, unless otherwise agreed between the different parties (University, Student and the Receiving Organization), it shall be subject to the provisions of the prevailing legislation.

9. CONFIDENTIALITY: The student intern will undertake the obligation of professional secrecy concerning any internal information of the organization to which he or she has access during the stay and beyond. The Organization may ask the intern to sign a confidentiality agreement.

10. THE RECEIVING ORGANIZATION UNDERTAKES TO:

- Submit to the University of Salamanca or any of its centres, when it deems it advisable and without any contractual obligation, the offers of internships that are deemed appropriate, specifying the number of internship positions offered, as well as the duration of the training, the educational requirements, the characteristics of the practice to be carried out and, if any, the amount of study aid that each of the participating students shall receive.
- Provide the student with the tools necessary to do the training tasks entrusted to her/him.
- Appoint a professional supervisor responsible for the internship which, together with the academic supervisor of the University of Salamanca, will monitor the internship.
- Issue and send to the academic supervisor the final report, and if applicable intermediate follow-up reports, with express mention of the activity, its duration, and, where appropriate, the intern’s performance.
- Inform, train and enforce the occupational safety and health measures set out by the organization, while respecting the intern.

11. THE UNIVERSITY OF SALAMANCA UNDERTAKES TO:

- Make a pre-selection of the candidates who are to do the internship.

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- Appoint an academic supervisor responsible for the intern, to coordinate the development of the internship together with the professional supervisor of the collaborating organization.
- Have insurance policies (civil liability and accidents) for the students in the internships carried out under this Agreement.
- Issue an accrediting document at the end of the period of the internship.
- Acknowledge the work carried out by the supervisors of the receiving organization, in accordance with the regulations of external academic practices (internships) of the University of Salamanca.

12. ACCEPTANCE OF REGULATIONS: The signing of the internship agreement implies the acceptance of the content of the Regulations for External Practices (Internships) of the University of Salamanca.

13. DURATION OF THE AGREEMENT: This cooperation agreement shall take effect as from the date of its signature and its duration shall be four years, with the possibility of an express extension prior to the expiration of the term, for four more years.
The extension shall be made in writing through an addendum to the agreement, three months before the expiry of the period of validity. The total duration of the Agreement, including the extension, shall in no event exceed eight years.
This agreement cancels any other agreements that have been undertaken for the same or similar purpose.
If on the date of signing of this Agreement an internship programme is being carried out that is covered in any of the Agreements that are cancelled, the commitments will be maintained until the end of these internships.

14. CAUSES OF TERMINATION. The present Agreement shall be terminated by:

- Mutual agreement of the parties
- At the end of the term of the Agreement or of the extension if appropriate.
- In any case, after 8 years from the date of its signature.
- A desire to terminate this Agreement by either of the parties, which shall be made expressly and with a minimum of three months' notice.
- Sudden inability to fulfil the purpose of the Agreement.
- Serious breach accredited by one of the parties of the obligations laid down in this Agreement.

However, to the extent possible, both parties, in the face of a possible termination, are committed to completing the activities that were in progress within the prescribed period.

15. FOLLOW-UP OF THE AGREEMENT: A Monitoring Commission shall be set up, composed of one representative of each of the signatories, to ensure the proper implementation of the activities provided for in this Agreement and to resolve any incidents that may arise in their development.

16. NATURE AND JURISDICTION:
The purpose of this Agreement is of an administrative nature.
This Agreement and the consequences resulting therefrom shall be interpreted in accordance with Spanish legislation, as well as any controversy relative to it (with the express exclusion of the rules of private international law). The parties undertake to settle amicably any disputes that may arise in the implementation of the cooperation agreement, and failing this, will submit to the Courts of the contentious-administrative jurisdiction of the City of Salamanca with express waiver by the parties to their own jurisdiction and domain if different.

And having agreed, the parties sign this Agreement in duplicate in Salamanca on June 14, 2024.

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MODEL EXAMPLE OF THE TRAINING PROJECT DOCUMENT (APPENDIX I TO THE AGREEMENT) to be formalized for eachpractice carried out, before the start of the same:

The document Appendix I to formalize the training projects is available for download on the website of SIPPE/USAL [https://empleo.usal.es/practicas/]: anexo1pf_eng.docx

Ref. Proyecto

INTERNSHIP TRAINING PROGRAMME [Ref: #Training Programme]

APPENDIX 1 to Agreement USAL/0000, Signed on 01/01/2024
Educational Cooperation Agreement for External Academic Practice (Internship) for students of the University of Salamanca and NONAME INVENTED CORPORATION LLC

[Name and surnames of student] with Fiscal ID No **[fiscal ID Number]**, a student of [degree course] in the academic centre [Faculty, College, School,, etc.], will carry out External Academic Practice (Internship) corresponding to the subject or term [subject or term] in the Receiving Organization [Name of Receiving Organization where the student will carry out his/her internship], with Company or Personal fiscal ID No. [Company or Personal fiscal ID No.].

Description of the internship position

Place:
[Name of Department, Section, Office, etc.]
[Address: (Street, Postal Code, Town, Province]
Dates of the internship: from [DD/MM/YYYY] to [DD/MM/YYYY], inclusive.
ANTICIPATED TERMINATION OF THE PRACTICES: in case of breach of its terms by one of the parties, the practices may be suspended in advance.
Duration: [number] days/hours/months
As specified in the Regulation of external academic practices of the University of Salamanca, a student may not take more than 900 hours of stay in the same academic year. The same limitation is established for the practices that a student can take in the same collaborating entity throughout his degree.
In the absence of an employment relationship, the student will not have rights or obligations of an employment contract, such as the right to enjoy vacations.
Academic modality: Extracurricular / Curricular (Subject called Internship: code, name and ECTS credits assigned)
Study Aid: NO / [Amount] [per month/ total] to be paid by the Receiving Organization / text explaining the form of payment when it comes from a third party according to the rules of the call for aid.
When applicable according to current Spanish regulations, the University of Salamanca assumes compliance with Social Security obligations, in the case of unpaid curricular external academic internships (mandatory and optional), included in curricula aimed at obtaining official bachelor's, master's and doctoral degrees, as well as those aimed at obtaining a university-specific degree.

Supervisors of the internship

- **Supervisor at the Receiving Organization:**
  Name and surnames
  Phone and email
- **Academic Supervisor:**
  Name and surnames
  Phone and email

Tasks

List of tasks the intern is expected to perform

- task 1
- task 2
- ...

Professional Competences

List of the (generic and specific) professional competences the intern will acquire or perform:

- Generic: Technical capacity; Learning capacity; Work administration; Oral and written comunications habilities; Sense of responsibility; Ease of adaptation; Creativity and initiative; Personal involvement; Motivation; Critical receptivity; Puntuality; Relations with your work environment; Ability to work in a team.
- Specific: ...

Non-disclosure agreement: The student intern undertakes the obligation to maintain professional confidentiality in regard to any information internal to the Receiving organization that he or she has access to during the internship and subsequently.
ACCIDENT AND CIVIL LIABILITY INSURANCE: Certificate of current accident and civil liability policies signed by the University of Salamanca available at https://www.usal.es/contratacion-de-seguros.

The individuals whose signatures appear below declare their agreement with and acceptance of the training programme and the details of the internship, under the Agreement USAL/0000 signed between the University of Salamanca and NONAME INVENTED CORPORATION LLC in order to complete this student's training, according to the prevailing legislation.

In Salamanca, on dd/mm/aaaa

The Academic Supervisor	The Student	The Supervisor at the Receiving Organization
[Name and Surnames]	[Name and Surnames]	[Name and Surnames]

MODEL APPENDIX I

And having agreed, the parties sign this Agreement in duplicate in Salamanca on June 14, 2024.

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