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III. OTHER PROVISIONS

MINISTRY OF JUSTICE

4011 *Resolution of April 15, 2016, of the Secretary of State for Justice, publishing the Collaboration Agreement with the General Council of the Judiciary, the Community of Madrid and the San Pablo-CEU University for external internships in courts and tribunals.*

On April 5, 2016, a collaboration agreement was signed between the General Council of the Judiciary, the Ministry of Justice, the Community of Madrid and the San Pablo-CEU University for external internships in courts and tribunals.

In compliance with the provisions of Article 8.2 of Law 30/1992, of November 26, 1992, on the Legal Regime of the Public Administrations and Common Administrative Procedure, and the Agreement of the Council of Ministers of March 2, 1990, the aforementioned Agreement, which is attached to this Resolution, is published in the "Official State Gazette".

Madrid, April 15, 2016-The Secretary of State for Justice, Carmen Sánchez-Cortés Martín.

ANNEX

Collaboration agreement between the General Council of the Judiciary, the Ministry of Justice, the Community of Madrid and the San Pablo-CEU University for external internships in courts and tribunals.

In Madrid, on April 5, 2016.

MEETING

The President of the Supreme Court and of the General Council of the Judiciary, Mr. Carlos Lesmes Serrano, according to Agreement (no. 2) of the Plenary of the General Council of the Judiciary of December 9, 2013, Royal Decree 979/2013, of December 10 ("BOE" of December 11, 2013). In exercise of the powers conferred by Article 585 of Organic Law 6/1985, of July 1, 1985, of the Judiciary, as amended by Organic Law 4/2013, of June 28, 2013, on the reform of the General Council of the Judiciary.

The Minister of Justice, Mr. Rafael Catalá Polo, in accordance with Royal Decree 829/2014, of September 28, and in use of the powers vested in him by virtue of the thirteenth additional provision introduced by Law 4/1999, of January 13, amending Law 30/1992, of November 26, on the Legal Regime of the Public Administrations and Common Administrative Procedure.

The Regional Minister of Presidency, Justice and Spokesperson of the Government of the Community of Madrid, Mr. Ángel Garrido García, acting by delegation of the President of the Community of Madrid, Ms. Cristina Cifuentes Cuencas (Decree 3/2016, of January 19) in the exercise of the powers attributed in Article 4.1 of Law 8/1999, on the adaptation of the regulations of the Community of Madrid to State Law 4/1999, of January 13, amending Law 30/1992, of November 26, on the Legal Regime of the Public Administrations and Common Administrative Procedure and Article 16.1 of the aforementioned Law 30/1992, of November 26, on the Legal Regime of the Public Administrations and Common Administrative Procedure.

Mr. Antonio Calvo Bernardino, Rector Magnificent of CEU San Pablo University, acting in the name and on behalf of the University, in the exercise of his faculties

provided for in Article 37.1-c of the Rules of Organization and Operation of the University (Decree 31/2011, of June 2, of the Governing Council of the Community of Madrid-BOCM no. 136) and domiciled for the purposes of this agreement at number 58, Calle Isaac Peral, Madrid, 28040, CIF G-28423275.

The parties mutually recognize each other's full capacity to act in the legal representation they hold to sign this collaboration agreement and, to this end,

MANIFEST

First.

The State has exclusive competence in matters of Administration of Justice in accordance with Article 149 1.5.^a of the Spanish Constitution.

Second.

The General Council of the Judiciary is the governing body of the Judiciary, according to Article 122.2 of the Spanish Constitution, whose powers are regulated in Articles 558 to 565 of Organic Law 6/1985, of July 1, 1985, on the Judiciary, as amended by Organic Law 4/2013, of June 28, 2013, on the reform of the General Council of the Judiciary.

Third.

In addition, the Organic Law of the Judiciary determines that the Judicial Office is the instrumental organization that supports the jurisdictional activity of courts and tribunals, and the management of the new Common Procedural Services corresponds to the Corps of Lawyers of the Administration of Justice, public officials that constitute a single, national, Superior Legal Corps at the service of the Administration of Justice, dependent on the Ministry of Justice and that exercise their functions with the character of authority, holding the management of the Judicial Office.

Fourth.

Royal Decree 600/2002, of July 1, 2002, on the transfer of functions and services from the State Administration to the Community of Madrid regarding the provision of material and economic resources for the operation of the Administration of Justice establishes in its Annex B)1.b) that the acquisition and management of movable and immovable property, real estate and fixtures for the judicial bodies located in the Community of Madrid, corresponds to the aforementioned Community. In addition, section C)1 of the aforementioned Annex establishes that the assets, rights and obligations related to the exercise of the functions assumed by the Community of Madrid are transferred to the Community of Madrid.

Fifth.

In turn, Article 4.ñ) of Regulation 1/2000, of July 26, of the Governing Bodies of the Courts, stipulates that activities unrelated to the judicial function in judicial buildings or on their premises may not be carried out without the agreement of the Governing Chamber, the Administration to which the ownership of the property corresponds and that of the other Administrations with concurrent powers, if any.

Sixth.

Article 49.1 of the Statute of Autonomy of the Community of Madrid establishes that, in relation to the Administration of Justice, the Autonomous Community is responsible for exercising the powers that the Organic Law of the Judiciary recognizes or attributes to the

Government of the Nation and as many competences as are attributed to it by Title IV of the aforementioned Statute of Autonomy. Likewise, pursuant to Decree 25/2015, of June 26, of the President of the Region of Madrid and Decree 192/2015, of August 4, of the Governing Council, the Department of the Presidency, Justice and Spokesperson of the Government is responsible for the exercise of the competences in matters of Administration of Justice, including the direction, management and inspection in matters of provision of material, economic and personal means for the operation of the Administration of Justice.

Seventh.

One of the purposes of the Universidad San Pablo-CEU is the academic and professional preparation of its students in different fields and disciplines, and in order to fulfill this objective, it is of interest to organize external internships to complement the knowledge acquired in the classroom.

Eighth.

On June 11, 2004, the General Council of the Judiciary and the San Pablo-CEU University signed a collaboration agreement for external internships in courts and tribunals.

Taking into account the good result of the same and seeing the need to extend the object of the agreement to external curricular internships and the publication of Royal Decree 592/2014, of July 11, regulating external academic internships for university students, it is considered necessary to sign a new collaboration agreement in which these issues are included.

The signatory institutions express their broadest agreement on various goals of common interest, one of them being the comprehensive training of university students, through an education that combines theory and practice.

Ninth.

Royal Decree 592/2014, of July 11, which regulates external academic internships for university students, develops aspects such as the objectives of internships, collaborating entities and recipients, requirements, tutorials and contents of educational cooperation agreements. Furthermore, such regulation must promote the incorporation of students in internships in the field of public administrations, boosting the employability of future professionals, fostering their capacity for entrepreneurship, creativity and innovation and responding to the commitment with the economic transformation based on the knowledge society.

Tenth.

This Agreement is in accordance with the Model Practicum Agreement approved by the Standing Committee of the General Council of the Judiciary (Agreement V.8.º, dated June 29, 2014).

Eleventh.

It is the wish of the signatory institutions to organize external internships in courts and tribunals in the manner detailed in the operative part of this agreement, considering that this activity may be of great interest for the training of professionals who in the future may collaborate or provide services to the Administration of Justice, which will result in a higher quality of the same.

This collaboration means that students studying at the Universidad San Pablo-CEU can carry out external internships in courts and tribunals of the Community of Madrid in accordance with the following,

CLAUSES

One. *Purpose and commitments of the parties.*

The purpose of this agreement is the realization of external curricular and extracurricular internships (hereinafter, external internships) by students enrolled in the academic internship subject, of official undergraduate and/or master's degree studies taught by the Universidad San Pablo-CEU and always of degrees related to professionals of the Administration of Justice, in the courts and tribunals of the Community of Madrid.

On the other hand, the San Pablo-CEU University undertakes to ensure that the person or persons tutoring the internship at the judicial body may enjoy the following rights, within the framework of the applicable regulations of the San Pablo-CEU University:

- a) Recognition of their collaborative activity by means of a document issued by the Universidad San Pablo-CEU certifying their activity as a tutor for internship students.
- b) To be informed about the regulations governing external internships as well as the training project and the conditions for its development.
- c) To have access to the University to obtain the necessary information and support in the fulfillment of the purposes of its function.
- d) Enjoy the same advantages as University staff in terms of access to libraries, sports facilities, cultural activities, among others.

The collaboration provided by the General Council of the Judiciary, the Ministry of Justice and the Community of Madrid will always be subject to the needs and availability of the court or tribunal where the external internships are carried out, so that if such need or lack of availability arises, if any, the agreement will be suspended, while these situations persist or, if necessary, terminated without prior complaint in this regard and without the right to any claim by the University San Pablo-CEU or granting compensation or indemnification in its favor.

Second. *General conditions and requirements of the internship.*

External internships shall in all cases comply with current regulations, and in particular with the provisions of Royal Decree 592/2014, of July 11, which regulates external academic internships for university students.

The specific conditions and requirements of the training included in the object of the agreement will be detailed in the corresponding qualification annexes that will be incorporated into the agreement once they have been agreed upon by the monitoring and control committee and signed by the parties.

Two types of external internships are established, which may be concurrent:

- a) Curricular internships. These are the internships that originate in the different curricula, which are mandatory to obtain the required degree.
- b) Extracurricular internships. These are those that students carry out on a voluntary basis during their training period and which, although they have the same purposes, are not included in the syllabus without prejudice to their subsequent mention in the European Diploma Supplement.

The student body will be proposed by the person in charge of external internships at Universidad San Pablo-CEU.

The external internships of the selected students will be adjusted to the organizational needs established by the person or persons who exercise their tutoring where the internships are carried out, in such a way that the normal performance of their duties is not hindered.

The access of the students to the judicial proceedings will take place to the extent permitted by the situation of the procedure, its declaration or not of secrecy and safeguarding the duty of reserve or secrecy and preserving, in any case, the identity of the persons involved or parties.

The external practices will have the duration determined by the Universidad San Pablo- CEU, being carried out in the morning hours in the courts or tribunals, in both cases to be established by the person responsible for them depending on the best functioning of the court.

In the event of repeated lack of punctuality, attendance, improper behavior of students or disruption of the normal functioning of the court or tribunal where the external internship is performed, the General Council of the Judiciary, the Ministry of Justice, the Community of Madrid or the courts and tribunals affected, may immediately suspend the internship as a precautionary measure, informing the University, so that it may adopt the measures it deems appropriate.

The General Council of the Judiciary, the Ministry of Justice and the Community of Madrid are exempt from any liability with respect to the students of the course, whose external internships are strictly academic in nature. Under no circumstances shall it be understood that contractual relations of a mercantile, civil or labor nature are established between the parties, nor may their content give rise to the substitution of the labor provision of jobs, thus covering the ordinary needs of the Administration of Justice to the detriment of public personnel who would have to occupy the positions assigned to the performance of these functions, instead of receiving adequate practical training, all this not meeting the requirements demanded by law. As a consequence, the General Council of the Judiciary, the Ministry of Justice and the Community of Madrid are not obliged to make any economic consideration.

Three. *Coverage of risks.*

The contingency of accidents suffered or caused by students during the external practices referred to in this agreement will be assumed, exclusively, by the Universidad San Pablo-CEU.

The University shall be obliged to take out an insurance policy to cover damages of any kind that may be caused by students participating in external internships, as well as those that they may suffer in the event of an accident, for the entire duration of the internship.

Fourth. *Specific conditions for external internships.*

The student body will be obliged to:

- Comply with the schedules and follow the rules set by the court or tribunal where the externship is performed.
- Adopt an active attitude in the tasks entrusted to them, inherent to the lines of training for which they have been selected.
- Maintain contact with the person or persons exercising the mentorship and with the person exercising the Direction of the externship, if appointed, in the manner to be established.
- Comply with occupational risk prevention regulations.
- Maintain the duty of secrecy and confidentiality regarding the means, processes or those judicial or administrative actions of which they may have knowledge due to the external internships carried out during their stay in the court or tribunal where they are carried out, including once these have been completed, for which purpose they must sign the Annex to this agreement.
- In case it is established, submit the final report to the person in charge of the academic tutoring within the established deadline, in order to be able to pass the external curricular internship and the corresponding favorable mention in the external extracurricular internship.

The students who carry out the internship will not perform any of the functions attributed in articles 476, 477 and 478 of the Organic Law of the Judiciary to the General Corps at the service of the Administration of Justice.

The student body has the right to:

- Carry out the activity in which the internship consists and at the stipulated time.
- Obtain a final certification of the development of their activity and the level of achievement reached.
- Obtain permission to attend the evaluation meetings that affect him/her.

The court or tribunal where the external internships are carried out will appoint the person or persons who will be in charge of tutoring the internships, which may be a Magistrate, Judge or Lawyer of the Administration of Justice. The mission of these persons will be:

- Set the student's work plan.
- To guide them in their doubts and difficulties.
- Evaluate the student's activity by means of a report.

A mixed guardianship by a Judge or Magistrate and a Lawyer of the Administration of Justice may be established.

Students who complete the established period of external internships will receive a certificate issued by the court or tribunal, stating the hours completed, the nature of the activities carried out and the level achieved according to the person or persons tutoring them.

The Universidad San Pablo-CEU will issue a document accrediting the collaboration provided in the external internship program to the person or persons exercising the mentorship upon request.

Fifth. *Data Protection.*

All those affected by this agreement shall be bound by the provisions and requirements of the regulations governing the Protection of Personal Data. Specifically by the Organic Law 15/1999, of December 13, 1999, on the Protection of Personal Data and other implementing regulations.

Sixth. *Financing.*

This agreement does not entail any financial obligation or economic consideration for any of the parties.

Seventh. *Dissemination.*

The San Pablo-CEU University undertakes to highlight in its Annual Report and in all actions carried out to disseminate the activities covered by this agreement, the collaboration provided by the General Council of the Judiciary, the Ministry of Justice, the Community of Madrid and the courts and tribunals concerned.

Eighth. *Monitoring and Control Committee.*

For the adequate monitoring, coordination, control and interpretation of the provisions of this agreement, a joint monitoring committee is created, made up of two members appointed by each of the signatory institutions and a representative of the Government Delegation in the Community of Madrid, who is part of the representation of the Ministry of Justice in the aforementioned committee. The commission will meet at least once a year and whenever determined by the parties.

Within the monitoring committee, the incorporation of new degree annexes will be assessed, from among those taught by the Universidad San Pablo-CEU in development of the Bologna Plan and as established in the object of the agreement, which, once agreed upon by the committee and signed by the parties, will be incorporated into the agreement.

The committee shall be governed, as regards its operation, frequency of meetings and the binding nature of its resolutions, by the provisions of Chapter II of Title II of Law 30/1992, of November 26, 1992, on the Legal Regime of the Public Administrations and Common Administrative Procedure, which regulates the operation of collegiate bodies.

Ninth. *Effects of the agreement.*

This collaboration agreement shall have effect for one calendar year as from the date of its signature, and shall be extendable upon its termination by express agreement for the same period, which must be formalized one month prior to the expiration of the agreement.

Likewise, any of the signatory parties may expressly denounce it at least three months prior to the date on which it is intended to expire.

As of the signing of this agreement, the agreement signed on June 11, 2004, between the General Council of the Judiciary and the Universidad San Pablo-CEU for internships in courts and tribunals shall cease to have effect.

Tenth. *Causes for termination.*

This agreement shall be terminated for any of the following reasons:

- a) Expiration of its effects.
- b) Mutual agreement of the parties.
- c) Failure to comply with its purposes.
- d) Denunciation, as established in the ninth clause.
- e) Supervening impossibility of the object of the agreement.

From the date of the agreement to terminate the agreement or of the notification of the will to terminate, under the terms of this clause, the collaboration shall be maintained, in any case, and shall continue until its termination, the internship activities initiated prior to the reference date, always subject to the provisions of the last paragraph of the first clause of this agreement.

Eleventh. *Nature of the collaboration agreement and resolution of controversies.*

This collaboration agreement is of an administrative nature, being excluded from the scope of application of Royal Legislative Decree 3/2011, of November 14, which approves the Consolidated Text of the Public Sector Contracts Act under the provisions of Article 4.1 C). However, the principles of said text shall be applicable to resolve any doubts and gaps that may arise and are not resolved by the monitoring committee referred to in clause eight, as established in article 4.2 of the same legal text.

Being of an administrative nature, the Contentious-Administrative Jurisdiction shall be competent to resolve any litigious issues that may arise between the parties, all in accordance with the provisions of Articles 1 and 2 of Law 29/1998, of July 13, 1998, regulating said jurisdiction.

And, in accordance with the foregoing, in the exercise of the powers that legally correspond to each of the signatories, thereby binding the Institutions they represent, sign this agreement in quadruplicate at the place and on the date indicated at the beginning.

The President of the Supreme Court and of the General Council of the Judiciary, Carlos Lesmes Serrano.-The Minister of Justice, Rafael Catalá Polo.-The Regional Minister of Presidency, Justice and Spokesperson of the Government of the Community of Madrid (P. D. F. Decree 3/2016, of January 19, of the President of the Community of Madrid), Ángel Garrido García.-The Rector of the Universidad San Pablo-CEU, Antonio Calvo Bernardino.

ANNEX

In. On

SELECTED STUDENT DATA		
Name and Surname:		DNI:
Degree:	Center:	
Address:	Province:	Cod Postcard:
	Municipality:	e-mail:
Cell phone:	Landline phone:	
DETAILS OF THE COURT OR TRIBUNAL WHERE THE PRACTICE WILL TAKE PLACE		
Name:		
Address of the Court or Tribunal where the practice will take place:		
Municipality:	Province:	
DESCRIPTION OF THE PRACTICE		
Ref. Call for applications:	Internship modality:	Managing Center:
Start date:	End date:	Total hours:
months:	Schedule:	Total
(The schedules, in any case, will be compatible with the academic, formative and representation and participation activity developed by the student in the university).		
Guardian of the Court or Tribunal:	email:	Phone:
University Tutor:	email:	Phone:
Training course (tasks to be developed):		
DECLARES:		
The student declares to know and accept the conditions and commitments established in the agreement and agrees to perform the aforementioned external practices assuming the commitment of the duty of secrecy and confidentiality regarding the data of persons, processes and legal proceedings of which he/she may have knowledge, maintaining the secrecy during and once the period of external practices has ended; as well as knowing that in case of breach he/she would incur in the responsibilities to which he/she may be entitled.		
By the Court or Tribunal where SE performs the practice	On the student's side	On behalf of the Universidad San Pablo-CEU
Fdo.	Fdo.	Fdo.