REGULATIONS FOR CURRICULAR INTERNSHIPS FOR UNDERGRADUATE STUDENTS

ESDI

Version 1.0.

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CHAPTER I - GENERAL PROVISIONS

ARTICLE 1. PURPOSE

The purpose of these regulations is to regulate the curricular internships of undergraduate students at the Escola Superior de Disseny (ESDI), an affiliated centre to the Universitat Ramon Llull (URL), in accordance with Royal Decree 592/2014, of 11 July, and the rest of the applicable state and regional provisions. The aim is to ensure the formative nature of these internships, their coherence with the curriculum and the correct academic recognition in the form of ECTS credits. The provisions of these regulations are directly applicable and will prevail over any individual agreement signed between the student and the collaborating company, unless it has the express authorization of ESDI and is in accordance with current legislation.

ARTICLE 2. NATURE OF THE INTERNSHIP

1. The curricular internships are an academic activity integrated into the curriculum and linked to the subject "Internships in Companies" of 14 ECTS credits.

2. Its development is exclusively formative and, in application of Royal Decree 592/2014 and the Fifty-Second Additional Provision of Royal Legislative Decree 8/2015 and Royal Decree-Law 2/2023, it will not generate an employment relationship, without prejudice to mandatory registration with the Social Security under the terms established by law.

3. Any incident related to the scope or interpretation of the internships will be resolved by ESDI through the Professional Careers service, with a binding nature.

ARTICLE 3. SCOPE OF APPLICATION

This regulation is mandatory for:

a) All students enrolled in the subject "Internships in Companies" of ESDI.

b) All companies, institutions or entities that sign educational cooperation agreements with the ESDI.

c) Teaching staff and staff who act as academic tutors of students in internships.

d) The tutors appointed by the collaborating company, who must comply with the obligations established by the agreement and by these regulations.

CHAPTER II - REQUIREMENTS AND CONDITIONS OF THE INTERNSHIP

ARTICLE 4. STUDENT PREREQUISITES

1. In order to access the curricular internships, it is necessary to:

    a. Be enrolled in the corresponding academic year of the subject "Internships in Companies".

    b. Have passed at least 120 ECTS credits of the degree before the start of the internship.

    c. Be up to date with all academic and administrative obligations with ESDI.

2. Students may not have any current employment relationship with the company where they carry out the internship.

3. The student must have valid legal status in Spain and, in the case of international students, have a valid residence permit and, if applicable, complementary medical insurance that covers the entire internship period.

4. The student must have the Social Security affiliation number (NUSS).

ARTICLE 5. PERIOD AND DURATION

1. The internships will preferably be carried out during the fourth year of the degree.

2. The minimum duration will be 200 hours and the maximum 300 hours, distributed throughout the established academic period.

3. The workday may not be less than 3 hours or more than 4 hours a day during the teaching period. In non-teaching periods, it will have a maximum working day of 6 hours.

4. The internships may not coincide with the student's ordinary teaching schedule, unless expressly authorized by the academic coordination.

5. Any request by the company for overtime, weekend work or working days outside the established agreement must be requested from the Professional Careers Department and, if authorised, will be contemplated in the agreement or in the annex.

ARTICLE 6. PLACE OF REALIZATION

1. The internships must be carried out in legally constituted companies or institutions with activities related to the field of design.

2. Internships may be face-to-face, hybrid or remote. In the case of fully remote internships, the company must submit a written monitoring and evaluation plan before signing the agreement, which must be validated by the ESDI.

3. ESDI reserves the right to carry out periodic audits or follow-ups, both face-to-face and online, to check the adequacy of the internships to the training plan.

4. In the event that, for various reasons, the tasks to be carried out by the student are outside the location indicated in the agreement, they must communicate it in advance to indicate this in an annex to the agreement.

ARTICLE 7. PRIOR AGREEMENT

1. It is an essential requirement that the company, the student and ESDI previously sign the corresponding educational cooperation agreement.

2. Any internship started before the formalisation of the agreement and the corresponding registration in the Social Security will not be recognised.

3. Failure to comply with this article will lead to the non-validation of the hours worked and may lead to academic sanctions, including the grade of Not Passing in the corresponding subject.

CHAPTER III - PROCEDURE FOR ASSIGNING AND MANAGING INTERNSHIPS

ARTICLE 8. ASSIGNMENT PROCEDURE

1. The student can search for and propose companies or institutions where to carry out their internships, provided that they meet the requirements established in these regulations.

2. ESDI, through the Professional Careers Service, will regularly publish internship offers on its intranet and institutional channels, guaranteeing criteria of equality, transparency and non-discrimination in the selection processes.

3. Collaborating companies may carry out prior interviews or selection tests, without this implying any legal link until the agreement is signed.

4. Any external offer proposed directly by the student must be previously validated by the Professional Careers Service, which will verify that it is in accordance with the training and legal requirements.

ARTICLE 9. FORMALIZATION OF THE AGREEMENT

1. Before the start of any internship, the following must be formalised:

    a. The **Educational Cooperation Agreement** between ESDI and the collaborating company.

    b. The **individual Internship Agreement** signed by the student, the company and ESDI, which will include the training plan, the duration, the schedule, the academic tutor and the company tutor.

2. The administrative processing of the agreements corresponds exclusively to ESDI.

3. Hours or tasks carried out prior to the signing of the agreement and registration inthe Social Security will not be recognised.

4. In the case of fully remote internships, the monitoring and evaluation plan must be annexed to the agreement and have the express approval of ESDI.

ARTICLE 10. MANAGEMENT AND MONITORING

1. The Professional Careers Service will be the body responsible for ensuring compliance with these regulations, and will have the power to resolve incidents and interpret its provisions.

2. ESDI may require the collaborating company to provide interim monitoring reports, as well as to carry out face-to-face or telematic audits on the development of the internships.

3. Any modification of the initial conditions (schedule, tasks, tutors, modality, duration) must be communicated and authorized in advance in writing by ESDI, in order to be recorded in an annex.

4. Should any activity require the student performance, linked to the assigned tasks, outside the location indicated in the agreement, you must communicate it in advance to include it in the annex.

ARTICLE 11. EARLY TERMINATION OF THE AGREEMENT

1. The agreement may be terminated in advance by:

    a. Reasoned resignation of the student, for justified cause, with a minimum notice of 15 calendar days, for assessment by the Professional Careers Service.

    b. Resignation of the company, with a minimum notice of 15 calendar days, except for duly accredited serious cause.

    c. Serious breach of obligations by the company or the student, duly accredited by ESDI.

2. In cases of immediate resolution due to company malpractice or serious student conduct, ESDI will assess the academic consequences:

    a. If it is attributable to the company, an alternative will be sought to guarantee the student's educational right.

    b. If it is attributable to the student, the subject "Internships in a Company" will be considered not passed and may entail other academic sanctions according to the disciplinary regulations.

CHAPTER IV - ACADEMIC TUTORS AND COMPANY TUTORS

ARTICLE 12. ACADEMIC TUTOR

1. Each student intern will be assigned an **academic tutor**, appointed by ESDI from among its teaching staff.
2. The main functions of the academic tutor will be:
    a. Guide and advise the student in the development of the training plan.
    b. Carry out regular monitoring of the progress of the internship, through interviews, reports and meetings with the company tutor.
    c. Validate any substantial modification of the conditions of the internship.
    d. Evaluate the student's final internship report and incorporate the company's assessment.
3. The academic tutor will act as a mediator in the event of incidents and will have the power to propose the early termination of the agreement when there are serious causes.

ARTICLE 13. COMPANY TUTOR

1. The collaborating company must appoint a **company tutor** with accredited training or experience in the field of design.
2. Its main functions will be:
    a. Assign tasks to the student according to the approved training plan.
    b. To facilitate progressive learning, ensuring a safe and respectful environment.
    c. Complete the final student assessment, in accordance with the models established by ESDI.
    d. Immediately notify ESDI of any serious incident affecting the development of the internship.
3. The company tutor must dedicate sufficient time and resources to ensure real and effective supervision of the student.

ARTICLE 14. COORDINATION BETWEEN TUTORS

1. The academic tutor and the company tutor will maintain at least one formal contact throughout the internship period, preferably by telematic or face-to-face meeting.

2. ESDI will facilitate agile communication channels (digital platform, institutional email) to ensure coordination and follow-up.

3. In the event of a discrepancy between the tutors' assessments, that of the academic tutor will prevail, without prejudice to the company's right to submit allegations.

CHAPTER V - RIGHTS AND DUTIES OF THE STUDENT IN INTERNSHIP

ARTICLE 15. STUDENT RIGHTS

The internship student will have the right to:

1. Develop the internships in accordance with the **approved training plan**, with tasks consistent with their qualification and academic level.

2. Receive training, guidance and supervision from the company tutor and the academic tutor, with continuous monitoring and objective evaluation.

3. Have a **safe and respectful work environment**, in accordance with current regulations on occupational risk prevention and equal treatment.

4. Access to the information necessary for the correct development of their tasks, with respect for confidentiality and data protection.

5. Receive, where appropriate, the **agreed remuneration or financial aid**, with the corresponding registration in the Social Security when compulsory.

6. Request the early termination of the agreement in the event of serious non-compliance by the company, after giving ESDI a reasoned notification.

7. Have a fair and transparent final evaluation, which includes the assessment of the academic tutor and the company tutor.

ARTICLE 16. STUDENT DUTIES

The internship student will be obliged to:

1. Maintain active **enrolment** in the subject "Internships in Companies" throughout the internship period.
2. Diligently comply with the training plan and carry out the assigned tasks with responsibility and commitment.
3. Respect the **internal rules** of the company (schedules, safety protocols, use of equipment, code of ethics and conduct).
4. Maintain **absolute confidentiality** regarding the information to which they have access during and after the internship, as well as respect data protection regulations.
5. Comply with the obligations in terms of **occupational risk prevention**, using the protective equipment provided and following the instructions of the supervisory staff.
6. Maintain an appropriate professional attitude at all times, ensuring their own training and the image of ESDI.
7. Communicate to ESDI and the company tutor any incident that may affect the correct development of the internship.
8. Fill in the **internship attendance record** and submit the internship report within the established deadline.

ARTICLE 17. NON-COMPLIANCE BY THE STUDENT

1. Failure to comply with the obligations established in these regulations and in the internship agreement may involve:

    a. Early termination of the agreement.

    b. The negative grade of the subject "Internships in Companies".

    c. The impossibility of carrying out new internships during the same academic year.

2. In the event of **serious or repeated conduct** (unjustified absenteeism, breach of confidentiality, disobedience or professional malpractice), ESDI may agree to the immediate termination of the agreement, without the right to any compensation or academic recognition.

CHAPTER VI. RIGHTS AND DUTIES OF THE COLLABORATING COMPANY

ARTICLE 18. RIGHTS OF THE COLLABORATING COMPANY

The collaborating company or entity will have the right to:

1. Participate in the **student selection process**, in accordance with the profiles, requirements and procedure established by ESDI.
2. Request from ESDI relevant academic or administrative information about the student necessary for the management of the internship, always respecting data protection regulations.
3. To have the support and mediation of ESDI in the event of any incident related to the development of the internship.
4. Propose adjustments or modifications to the **training plan**, with due justification and prior approval of the academic tutor.
5. In the case of paid internships, establish the amount of financial aid according to internal criteria, ensuring compliance with applicable labour and Social Security regulations.
6. Request the **early termination of the agreement** for duly justified reasons, in accordance with the provisions of these regulations.

ARTICLE 19. DUTIES OF THE COLLABORATING COMPANY

The collaborating company must:

1. Previously sign the educational cooperation agreement with the ESDI before the start of the internship and manage the **registration in the Social Security** when applicable.
2. Designate a company tutor to supervise and guide the student throughout the internship period, guaranteeing their training and monitoring.
3. To provide students with the material, technical and training means necessary for the correct performance of their functions.
4. Ensure compliance with **occupational risk prevention regulations**, as well as the protection and safety of the student within the company.
5. Immediately notify ESDI of any incident, unjustified absence or inappropriate behavior of the student.
6. Submit, at the end of the period, the internship certificate and the **evaluation report of** the company tutor, in accordance with the model established by ESDI.
7. Maintain confidentiality about any academic or personal information of the student, as well as about ESDI's internal processes.
8. **Do not assign tasks** that involve the substitution of jobs, merely administrative activities or activities unrelated to the training nature of the internship.

9. Ensure that the internships do not involve overtime or longer working hours than those established in the agreement or in these regulations; they will only be accepted if they have been previously communicated and have been reflected in the **annex or agreement**.

ARTICLE 20. NON-COMPLIANCE BY THE COLLABORATING COMPANY

1. Failure to comply with the obligations provided for may entail:
    a. The **early termination** of the agreement by decision of ESDI.
    b. The **temporary or permanent suspension** of the company's collaboration in future internship programmes.
    c. Formal communication of the facts to **FUNDIT** or to the competent authorities if serious irregularities are detected.
2. The following shall be considered malpractice or a serious breach, among others:
    a. Assign tasks outside the training profile.
    b. Not respecting the schedules or exceeding the maximum working day.
    c. Failure to guarantee adequate conditions of safety or treatment.
    d. Do not report incidents or absences of the student.
    e. Preventing the exercise of training or evaluation rights.
3. In these cases, the ESDI may agree to the immediate termination of the agreement, guaranteeing the academic and personal protection of the student at all times.

CHAPTER VII. ACADEMIC EVALUATION AND RECOGNITION PROCEDURE

ARTICLE 21. NATURE OF THE EVALUATION

1. The evaluation of curricular internships will be academic in nature and will be aimed at assessing the degree of achievement of the competencies provided for in the curriculum.

2. This evaluation will be carried out based on the evidence collected throughout the internship period and reflected in the **student's** internship report, the **evaluation report of** the company tutor and the **follow-up of** the academic tutor.

3. The evaluation will be governed by the principles of transparency, objectivity and traceability, guaranteeing coherence with the evaluation system defined in the teaching guide of the subject "Internships in Companies".

ARTICLE 22. ASSESSMENT INSTRUMENTS

To evaluate the student, the following documents will be taken into account:

a) **Evaluation report of the company tutor**, according to the model established by the ESDI, with qualitative and quantitative assessment of the following aspects:

   i) Technical and competence capacity.

   ii) Responsibility, initiative and autonomy.

   iii) Ability to work in a team and communicate.

   iv) Integration into the professional environment and attitude.

b) **Internship report** prepared by the student, which must describe the tasks carried out, skills achieved, difficulties encountered and learning acquired.

c) **Record of attendance and hours worked**, in the event that the registration is by ESDI.

ARTICLE 23. PROCEDURE AND TERMS

1. Completion of the internship

The student must submit the internship report within a maximum period of 15 calendar days after the end of the internship period, or before the presentation of the Final Degree Project.

2. Internship tutor evaluation

The company tutor must send the final certificate to empresa@esdi.edu.es within 15 days prior to the end of the agreement.

3. **Publication of the rating**

   The final grade of the subject "Internships in Companies" will be published through the official academic channels and will be recorded in the student's file.

ARTICLE 24. SCALE AND GRADING CRITERIA

1. The grade of the subject "Internship in Company" will be expressed on a numerical scale from **0 to 10**, with a qualitative correspondence of "Fail", "Pass", "Excellent" or "Outstanding".

ARTICLE 25. FAILURE TO PASS THE INTERNSHIP

1. The student will not pass the subject "Internship in Company" if:
   a. Failure to deliver the internship report or the required documentation within the established deadline.
   b. It does not meet the minimum number of hours required.
   c. Fails to comply with the duties set out in these regulations or in the agreement.
   d. It is the subject of a negative report by the company tutor or the academic tutor.

ARTICLE 26. ACADEMIC RECOGNITION AND CERTIFICATION

1. Passing the internship will entail obtaining **14 ECTS credits** linked to the subject "Internships in Companies".
2. ESDI will issue an **internship certificate** indicating the period, the collaborating company, the hours worked and the grade obtained.
3. This certificate will be part of the academic record.

CHAPTER VIII. REMUNERATION, INSURANCE AND DISCIPLINARY REGIME

ARTICLE 27. NON-WORK NATURE OF THE INTERNSHIP

1. The curricular internships are **exclusively formative** in nature, and do not imply any employment or contractual relationship between the student and the collaborating company or entity.

2. The activity carried out by the student has an academic and training purpose, and may not, in any case, **replace tasks or functions** of the company's hired personnel.

3. Any attempt to turn the internship into a disguised employment relationship will be grounds for **immediate termination** of the agreement and communication to the competent authorities.

ARTICLE 28. REMUNERATION AND REGISTRATION IN THE SOCIAL SECURITY

1. Curricular internships do not necessarily entail financial compensation.

2. In the event that the company offers financial compensation – whether for transport, subsistence allowances, expenses or training incentives – it must formalise the **corresponding registration in the Social Security** as established in the fifty-second Additional Provision of Royal Legislative Decree 8/2015 and Royal Decree-Law 2/2023, of 16 March.

3. The company must notify ESDI of the amount and nature of the compensation before signing the agreement, in order to expressly include it in the internship agreement.

4. ESDI recommends that, where possible, a **minimum training compensation** be offered to promote equal opportunities among students and promote their economic autonomy.

ARTICLE 29. INSURANCE AND COVERAGE

1. All students in curricular internships will be covered by:

    a. **School insurance** (for students under 28 years of age, according to the Royal Decree of 10 November 1947).

    b. **Complementary accident and civil liability insurance**, contracted by ESDI.

2. International students must have private health insurance that covers the entire stay and internship, as well as the European Health Insurance Card (EHIC) if they come from EU countries.

3. When the internship is carried out abroad, the student must prove that they have taken out medical, accident and civil liability insurance that covers the entire period.

4. The company is committed to guaranteeing safety and **occupational risk prevention** conditions, supplying the necessary personal protective equipment and avoiding tasks that involve risk or danger.

ARTICLE 30. DISCIPLINARY REGIME AND EARLY TERMINATION OF THE AGREEMENT

1. **General cause for termination**

   The internship agreement may be terminated early by agreement between the parties, or due to serious breach of the obligations established in these regulations or in the specific agreement.

2. **On the part of the student, the following** will constitute cause for immediate termination:

   a. Unjustified withdrawal from the internship without prior notice.

   b. Seriously failing to comply with the company's rules of behaviour, discipline or confidentiality.

   c. Maintaining a negligent or repeatedly inappropriate attitude.

   d. Carrying out activities or disseminating information contrary to the image or interests of the company or ESDI.

   In these cases:

   a. ESDI may declare **that the subject "Internships in Companies"** has been failed.

   b. The student will not be able to carry out new internships during the same academic year.

   c. The incident will be recorded in your internal academic record.

3. **On the part of the collaborating company or entity**, the following will constitute grounds for termination:

   a. Assign non-training tasks or tasks outside the academic field.

   b. Inadequate treatment or lack of effective protection.

   c. Failure to comply with the training plan or safety conditions.

   d. Ending the internship unilaterally and unjustifiably.

   In these cases:

   a. ESDI may suspend or terminate the agreement and temporarily exclude the company from the internship program.

   b. Whenever possible, a **relocation of the student** to another collaborating entity will be guaranteed to complete the remaining hours.

4. In cases of **urgency or seriousness** (harassment, risk to health, violation of rights), the agreement may be terminated immediately, without the need for prior notice, by formal written notice to all parties.

ARTICLE 31. PROCEDURE FOR COMMUNICATION AND REGISTRATION OF INCIDENTS

1. Any incident during the internship period must be reported immediately to the ESDI Professional Careers Service (empresa@esdi.edu.es).

2. Serious resolutions or incidents will be recorded in the centre's internship file, with a closure report issued and validated by the Academic Directorate.

3. In the event of **an early termination**, the company and the student must issue a brief closing report, which will be incorporated into the internal quality register.

ARTICLE 32. TERMINATION OF ACADEMIC COVERAGE

1. When the student finishes their academic activity or enrolment period, no active internship agreement can be maintained, as it will no longer be covered by university insurance.

2. Exceptions will only be allowed within the framework **of specific mobility programmes** (Erasmus+, international agreements or similar), with coverage insured by the home university and requested during the period of active enrolment.

3. Any internship carried out outside this framework **will not have academic validity** nor can it be recognized later.

ARTICLE 33. INSTITUTIONAL CONTROL AND MONITORING

1. ESDI, through the Professional Careers Service and the Academic Committee, will ensure compliance with these regulations and the agreements signed.

2. Companies and students expressly accept the possibility for the centre to carry out **follow-up visits, interviews or quality audits** during the internship period.

3. Any data, document or report collected will be part of the institutional register of internships, for the exclusive purposes of management and quality improvement, respecting at all times the current legislation on **data protection** (GDPR and LOPDGDD).

CHAPTER IX. FINAL PROVISIONS AND ANNEXES

ARTICLE 34. INTERPRETATION AND APPLICATION

1. The interpretation and application of these regulations corresponds to the **Academic Management** of ESDI, with the support of the Professional Careers Service and, if applicable, of the Legal Area of ESDI.

2. Its resolutions will be binding and will be imposed in the event of any interpretative discrepancy between the collaborating company, the student or the academic tutors.

3. Any situation not provided for in these regulations will be assessed individually by the Academic Management, which will adopt the most appropriate decision in accordance with the principle of **proportionality, equity and educational interest** of the student.

ARTICLE 35. REVIEW AND UPDATE

1. These regulations will be reviewed annually by the **ESDI Academic Committee** and the Professional Careers Service, in order to adapt them to possible legislative changes, to the guidelines of the **Agency for the Quality of the University System of Catalonia (AQU)** and to the evolution of the professional design market.

2. Any substantial modification must be approved by the General Management of ESDI and officially communicated to the entire academic community.

3. ESDI may issue supplementary instructions or internal procedural guides to facilitate the correct application of these regulations.

ARTICLE 36. COMMUNICATION AND ADVERTISING

1. These regulations will be published in their entirety on the institutional website of ESDI and Classlife, in the corresponding section, and will be available in Catalan, Spanish and English.

2. All students will be informed of its compulsory nature in the subject "Internships in Company".

3. Collaborating companies will be able to access the updated version of these regulations at the time of signing or renewing educational cooperation agreements.

ARTICLE 37. VALIDITY AND EFFECTS

1. These regulations will be applicable to all curricular internship agreements from the **2025-2026 academic year**.

2. Any other provision or previous instruction that contradicts the content of these regulations is repealed.

3. Students and companies that sign internship agreements with ESDI expressly accept the conditions and obligations established herein.

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ANNEX I - APPLICABLE REGULATORY FRAMEWORK

- **Royal Decree 592/2014**, of 11 July, which regulates external academic internships for university students.
- **Royal Legislative Decree 8/2015**, of 30 October, approving the revised text of the General Social Security Law (Fifty-second Additional Provision).
- **Royal Decree-Law 2/2023**, of 16 March, on urgent measures for the revaluation of pensions and other matters in the field of Social Security.
- **Royal Decree 1497/1981**, of 19 June, on university internships.
- **Regulation (EU) 2016/679** of the European Parliament and of the Council of 27 April 2016 (GDPR) on the protection of personal data.
- **Organic Law 3/2018**, of 5 December, on the protection of personal data and guarantee of digital rights (LOPDGDD).
- **Decree 212/2015**, of 29 September, on the organisation of official university education in Catalonia.
- AQU Catalunya's **guidelines and guides to good practice** in the field of external internships and quality assurance.