**MEMORANDUM OF UNDERSTANDING**

**UNIVERSIDAD EAN – ABROAD INTERNSHIP PROGRAM**

1. **GENERAL INFORMATION**

|  |  |  |  |
| --- | --- | --- | --- |
| Internship Option | Abroad*[[1]](#footnote-1)* (\_\_) | Academic Term |  |
| Effective Date  |  | Expiration Date |  |
| Internship Modality | On site (\_\_) Online (\_\_) Mixed (\_\_)In case of being on site or mixed, indicate the city in which the practice will take place:  |

|  |  |
| --- | --- |
| Internship Company Name: |  |
| Intern's name: |  |
| ID number: |  |
| Date of birth: |  |
| Academic Program: |  |
| Program Methodology: | On site (\_\_) | Online (\_\_) | N/A (\_\_) |
| Will your internship be remunerated? | Yes (\_\_) | No (\_\_) | N/A (\_\_) |
| Type of contract: |  | N/A (\_\_) |
| Indicate the payment method: |  | N/A (\_\_) |

Information about the corporate MENTOR[[2]](#footnote-2) :

|  |  |
| --- | --- |
| **Full Name:** |  |
| **Position:** |  |
| **Phone Number:** |  |
| **Mobile Number:** |  |
| **E-mail:** |  |

1. DESCRIPTION OF INTERNSHIP PROJECT

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **RESPONSIBILITIES**
2. **THE UNIVERSIDAD EAN IS RESPONSIBLE FOR:**
3. Preselecting the students for the internship according to the profile required by the Company or organization.
4. Initiating the students to the internship process (definition, responsibilities and methodology of the internship).
5. Monitoring and controlling the development of the internship through visits to the internship site, meetings or other mechanisms that are agreed.
6. Selecting the academic tutor to accompany the internship, in conjunction with the corresponding School of the University.
7. Coordinating the internship evaluation process made by the tutor of the student.
8. **THE INTERNSHIP COMPANY IS RESPONSIBLE FOR:**
9. Informing the **UNIVERSIDAD EAN** about the internship activities assigned to the student in the areas and modalities related to his/her professional profile.
10. Allowing the student in the internship program, to perform his/her activities in the site designated for such purpose and facilitating the use of the necessary tools and elements for the total compliance of his/her duties.
11. Assigning a **Mentor** for the internship of the student, who will be in constant communication between the **UNIVERSIDAD EAN** and the internship company during the time the internship takes place.
12. Evaluating, together with the **UNIVERSIDAD EAN,** the level of efficiency and performance of the intern.
13. Informing any disciplinary misconduct or inappropriate behavior of the intern.
14. Accepting the removal of the intern, when the **UNIVERSIDAD EAN** considers that he/she is not fulfilling the academic objective specified in his/her internship program.
15. Participating in meetings programmed with the student and/or directors of the **UNIVERSIDAD EAN**.
16. Complying with the provisions of the World Health Organization (WHO) in each communication regarding protocols, recommendations, advice and tools aimed at preventing the spread of COVID-19, as well as its incorporation in biosafety protocols depending on the sector covered by them, declaring the **UNIVERSIDAD EAN** to be free from any type of liability originated in the breach of any type of protocol or biosafety standard.
17. In case that circumstances of Public Health, or any other nature arise, that prevent the continuity of the development of the internship onsite; the Company will guarantee that the student can culminate his/her internship online.
18. Other responsibilities that may arise in the performance of the internship, as previously agreed between the parties.
19. **THE STUDENT IS RESPONSIBLE FOR:**
20. Performing his/her internship in a responsible, dedicate and professional way.
21. Observing appropriate social behavior in the internship place and in accordance with the circumstances of his/her internship.
22. Accepting and following the internal procedures of the internship company.
23. Complying with the timetable agreed with the internship company.
24. Handing in the reports about the development and execution of the internship to the tutor, in the agreed dates.
25. Not disclosing any information provided by the internship company or by the **UNIVERSIDAD EAN**, that he/she obtains developing his/her internship.
26. Attending the meetings programmed by the **UNIVERSIDAD EAN** and by the internship company.
27. Other responsibilities that arise in the execution of the internship, as previously agreed between the parties.

Misconducts made by the student during the development of his/her internship program are subject to the disciplinary section of the Student Regulations of the **UNIVERSIDAD EAN**.

1. **ADDITIONAL RESPONSIBILITIES**

**Data protection:** fulfilling the requirements provided in Law 1581, 2012, its corresponding regulatory Decrees and other related regulations about handling of data, the **INTERNSHIP COMPANY (\_\_) / CORPORATE MENTOR (\_\_)** freely, voluntarily, and independently and without any type of coercion or vice authorizes the **UNIVERSIDAD EAN**, as responsible for data protection, to conduct the following actions with respect to the personal data that it is provided in this document to: collect, store, organize, consolidate, update, rectify, preserve, circulate, transfer, transmit, use and delete information to achieve the purpose of this agreement. In addition, the **UNIVERSIDAD EAN** will inform on the modifications corresponding to the operations described by instructions or requirements of the Superintendence of Industry and Commerce.

The validity term of the above-described procedures will be the same as the validity term of the purpose or purposes (of the respective protection) of such data, or the validity determined for legal, contractual or jurisprudential purposes.

As owner of the provided personal data, you have the rights to access, consult, claim, correct, suppress, revoke, rectify, update, ask for a proof of the authorization granted, and the information given on the use of your data. The **UNIVERSIDAD EAN** has a data protection policy available at: [www.universidadean.edu.co](http://www.universidadean.edu.co/).

The data owner may be able to exercise any of the rights described in this agreement by writing to the UNIVERSIDAD EAN an e-mail to: habeasdata@universidadean.edu.co, specifying in the heading the right he/she wants to exert. He/she may also send a postal mail to: calle 79 # 11-45 - Bogota Colombia.

The owner is responsible for guaranteeing, in accordance with the principle of truthfulness, the authenticity of data provided, as well as reporting any modification of data. He/she may communicate it in writing to the supervisor of this agreement in a term not exceeding five (5) business days from the day when you became aware of the alteration, *so pena* of not making the **UNIVERSIDAD EAN** responsible for handling them, as they were not enforceable.

**Intellectual property:** the parties agree that all the results and effects that are derived by or as a consequence of the development of the internship, that constitute an original creative work capable of being protected by legal Copyright, will be automatically, fully and totally transferred to the **UNIVERSIDAD EAN** (\_\_)the **INTERNSHIP COMPANY** (\_\_), its proprietary rights, for the maximum legal term and without any restriction, in accordance with article 28 of the Law 1450, 2011 that amended article 20 of Law 23, 1982.

This assignment operates automatically, so no additional document will be required to transfer the corresponding proprietary rights of the work, since it is assumed that they belong to the **UNIVERSIDAD EAN** (\_\_) the **INTERNSHIP COMPANY** (\_\_) pursuant to this document. The **MENTOR** preserves its corresponding moral rights in perpetual, inalienable way, which cannot be waived.

As a consequence the **UNIVERSIDAD EAN** (\_\_) the **INTERNSHIP COMPANY** (\_\_), will be the exclusive holder of the proprietary rights and it will determine, to its total discretion, the destiny as well as the economic exploitation of all the derived creations or that may arise as a result of the provisions of this agreement, including without limitation to any or some form or means of use, enjoyment and disposal, prohibition of any non-authorized use, even if it comes from its authors, unless it is derived from the development of its corresponding moral rights. Pursuant to the foregoing, the **UNIVERSIDAD EAN** (\_\_) the **INTERNSHIP COMPANY** (\_\_) may take appropriate legal action in case any of its proprietary rights is infringed.

This document is signed in Bogotá, DC, on \_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **STUDENT NAME****xxxxxx****ID. XXXXXXX from XXXXX.**  | **INTERNSHIP COMPANY****xxxxxx****ID. XXXXXXX from XXXXX** **(Position)** |

|  |
| --- |
|  |
| **Internship Coordinator****UNIVERSIDAD EAN** |

1. *It is the internship option made in a foreign country, that follows any of the methodologies described in the corresponding situation.* [↑](#footnote-ref-1)
2. *Mentor is interpreted as: boss, director, supervisor, practice leader, coordinator or research professor.* [↑](#footnote-ref-2)