

Regulatory implementation of internship agreements (Royal Decree 1065/2025)

The Government approves royal decree that implements important aspects of internship agreements, such as the maximum number of internship agreements per workplace, the content of individual training plans, details on mentoring processes, and limits on their use.

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1. In its day, Royal Decree-law 32/2021 of 28 December amended Article 11 of the Workers' Statute Act (LET) to insert two types of internship agreement: one, the work-study agreement that would ensure compatibility of paid work with the relevant education and training in the field of vocational education and training, university studies or studies from among the National Employment System's Catalogue of specializations, and the other, the agreement to gain work experience appropriate to the level of studies corresponding to the relevant qualification. Now, Royal Decree 1065/2025 of 26 November has been approved precisely to implement the regime for the two types of internship agreement set out in Article 11 LET, which will come into force twenty days after publication.

The regulation sets out specific rules for each type of internship agreement, but also includes a series of general measures. Thus, it establishes that the *maximum number of internship agreements* in force at the same time in each workplace of the same company shall be adjusted to the company's actual capacities in order to guarantee intern rights, especially with regard to mentoring obligations, and shall in any case respect the following scale: a) workplaces with up to ten workers: three agreements; b) workplaces with between eleven and thirty workers: seven agreements; c) workplaces with between thirty-one and fifty workers: ten agreements; d) workplaces with more than fifty workers: 20% of the total workforce. However, sector-specific collective bargaining may re-

In companies with more than 50 employees, 20% of the workforce may be interns, unless collective bargaining reduces this limit

duce the limits as to internship agreements depending, among other factors, on the number of permanent contracts existing in the workplace or in the company as a whole, and may establish commitments to convert internship agreements into permanent contracts. Collective bargaining shall establish criteria and procedures aimed at achieving a balanced presence of men and women linked to the company through internship agreements.

The company may request in writing from the competent public employment service

information on whether the persons it intends to hire have previously entered into internship agreements and the length of those agreements. The competent public employment service shall provide the relevant information within ten working days of the date of the request. If the aforementioned information is not provided within this period, the company shall be exempt from liability for entering into the agreement in breach of the maximum term requirements, unless it had been apprised of the relevant information by the intern.

All internship agreements *must be formalised in writing*, expressly indicating their term and the duties discharged, and must include the individual training plan as an annex. The work-study agreement must also include, as an annex, the cooperation agreement signed between the company and the education provider where the intern is a student. For its part, the agreement to gain work experience must expressly state the intern's qualifications. The company must inform the public employment services of the content of the agreements and their extensions within ten working days of their conclusion. Similarly, the company must notify the public employment services of the termination of these agreements within ten working days. The statutory body of worker representatives within the company has the right to a basic copy of the internship agreement in accordance with the provisions of Article 8(4) LET, as well as a copy of the individual training plan.

With regard to contractual performance, the regulation includes the provisions already in place on situations of temporary

incapacity, birth, adoption, guardianship for the purposes of adoption, foster care, risk during pregnancy, risk during breastfeeding, gender-based violence and sexual violence, which shall have a *suspensive effect on the agreement, interrupting the term of the internship agreement from running*. It should be noted that the social security protection for persons who sign an internship agreement shall cover all contingencies eligible for protection and benefits, including unemployment and coverage by the Insolvency Payments Service.

With regard to *contractual termination*, in addition to the grounds set out in Article 49 LET, the work-study agreement adds to cases: one, that the intern already has the professional qualifications required to

ment shall be deemed to be automatically extended until its maximum term. If the maximum term of the internship agreement has expired or the requirements thereof have not been met, but there is no notice of termination and the work continues, the agreement shall be deemed tacitly extended without term, unless there is evidence to the contrary proving the temporary nature of the work. In any case, internship agreements entered into in fraud of the law or those in respect of which the company fails to comply with its training obligations shall be deemed to have been entered into without term.

2. In the *work-study agreement*, the most salient aspects of this regulatory implementation for the purposes of this analysis are set out in the section on the elements and regime of the agreement (arts. 5 et seq.). It specifies how the work to be carried out must complement and be integrated into the theoretical and practical training established through an individual and accessible education-and-training-for-work programme, drawn up within the framework of cooperation agreements signed between companies and educational institutions. In any case, *the paid work in the company must align with the training purpose of the agreement*, the duties discharged must allow for the complementary training provided for in the relevant individual training plan, and the person hired must have a tutor appointed by the company to monitor the individual training plan.

This agreement may be entered into with persons taking part in education and train-

Internship agreements that violate the law or fail to comply with training obligations shall be deemed to have been entered into on a permanent basis

enter into an agreement to gain work experience, and, another, non-enrolment in a valid programme. When the agreement is terminated due to the expiry of the agreed term or its extensions, no compensation shall be payable, though prior notice of termination must be given by either party, with the other party being notified of the termination of the agreement at least fifteen days in advance. Where there is no express notice or extension and the intern continues to provide services, the agree-

ing provided that they meet a series of requirements, namely that they lack the professional qualification recognised by the degree, that the agreement is signed within the framework of an education-and-training-for-work programme, and that they are enrolled in and attending a programme that justifies them being hired. *No more than one work-study agreement may be entered into for the same education and training*, and it may not be entered into when the job has been previously done by the same person in the same company for more than six months, under any type of contract, including temporary staffing provided by a temporary-work agency (i.e., an employment business), and it may not be signed if another internship agreement has been previously signed for similar training, at the same training level and in the same productive sector.

The total length of all agreements linked to the same education and training may not exceed the established *maximum term*, which, in general, for this type of agreement, *is not less than three months and not more than two years*. If the agreement has been concluded for a term shorter than the legal maximum and the relevant qualification has not been obtained, it may be extended one or more times, by agreement between the parties, until the qualification is obtained, without ever exceeding the maximum term of two years. This maximum term may be carried out under a single agreement on a non-continuous basis over several annual periods coinciding with the training periods, provided that this is provided for in the training plan or programme. *No probationary period may be provided in the work-study agreement*.

The working hours under these agreements, which shall include both actual working time and time devoted to training, shall be those established in the individual agreement, subject to the applicable legal and contractual limits and in accordance with the relevant training plan or programme. Their duration and distribution must ensure compatibility between actual work and the proper performance of strictly training activities. In any case, the determination of actual working time must comply with the following rules: a) it shall include both productive activity and practical training provided by the company; b) it must be sufficient to complement the learning acquired through theoretical training; c) the duration and distribution of actual working time must be compatible with the time devoted to theoretical training; d) *under no circumstances may the effective working time exceed 65% during the first year, or 85% during the second*, of the maximum working hours provided for in the collective agreement applicable to the company or, failing that, the maximum legal working hours. Persons hired under this type of agreement *may not work additional hours or overtime and may not perform night work or shift work*, except in the cases provided for by law.

Their *remuneration* must be that established for these agreements in the applicable collective agreement and, as a minimum, *it may not be less than 60 % in the first year or 75 % in the second year, with respect to that established in the collective agreement for the professional category and remuneration level corresponding to the duties performed, in proportion to the actual working time*. *Under no circumstances may it be less than the national*

minimum wage in proportion to the actual time worked. Companies may benefit from relief as an incentive for this type of employment.

3. In addition to the specific features of the education and training within the scope of the National Employment System's Catalogue of specializations, this regulatory implementation stipulates that the company must verify that, for the specific work to be performed, there is a training activity that corresponds to education and training that may be the subject of the work-study agreement, which will constitute the *training activity inherent to the agreement*.

To this end, companies shall sign *cooperation or collaboration agreements* for the conclusion of these agreements with the competent educational institutions. These agreements shall define the basic skills and knowledge to be acquired throughout training. A single cooperation or collaboration agreement may cover both the various training activities and the different work-study agreements entered into by the company. In turn, companies that enter into work-study agreements must sign an individual training plan to accompany the employment contract. This plan shall be drawn up jointly by the company and the education provider. *The company shall inform the statutory body of worker representatives of the cooperation or collaboration agreements that are concluded, as well as the number and identity of persons hired under work-study agreements, their individual training plan, the job performed and the content of the training activity.*

Finally, the *mentoring process* is detailed in the agreement, as the person hired must

be mentored by a person designated by the education provider and another designated by the company. The latter must have the appropriate experience and training and must supervise and guide the work performed, being responsible for monitoring the training-work itinerary, supervising the intern and evaluating the work carried out. To this end, they must prepare a report on the performance of the job at the end of the intern's work. Each person may simultaneously mentor a maximum of five interns in the company, or three in workplaces with fewer than thirty workers. There shall be coordination between the mentoring provided by the education provider and that provided by the company.

4. With regard to the *agreement to gain work experience*, the aim shall be to obtain work experience appropriate to the level of studies or training, through the acquisition of the skills and abilities necessary for the performance of the work corresponding to the qualification held by the worker. Article 21 of the royal decree lists the professional qualifications that support this type of agreement. It is important to note that Bachelor's, Master's and Doctorate degrees corresponding to university studies will not be considered the same qualification, unless the worker already holds the higher degree in question when they are hired for the first time under an agreement to gain work experience.

It also stipulates that this agreement must be *concluded within three years of the completion of studies* or certificates from the vocational education and training system. It may not be concluded with persons who have already gained work experience

or training in the same activity within the same company for a period exceeding three months, without taking into account for these purposes the periods of training or placements that form part of the curriculum required to obtain the credentials for this agreement. No person may be hired by the same or a different company for a period exceeding the maximum duration provided for under the same qualification.

The term of this type of agreement may not be less than six months or exceed one year. If the agreement has been concluded for

Each person may mentor a maximum of five interns at the same time in the company, or three in companies with fewer than thirty employees

a period shorter than the maximum established, the parties may agree to an extension, unless otherwise provided for in the collective agreement, up to the maximum duration by law or collective agreement. For its part, the remuneration for the actual working time shall be that established in the collective agreement applicable in the company for these agreements or, failing that, that of the professional category and remuneration level corresponding to the duties performed. Under no circumstances may the remuneration be less than the minimum remuneration established for the work-study agreement or the national minimum wage in proportion to the actual working time. *The working hours of persons hired under an agreement to gain work experience shall be governed by the*

provisions applicable to other workers in the applicable collective agreement, and they may not work overtime except in the cases provided for by law. The agreement may establish a trial period not exceeding one month, unless a shorter period is established by collective agreement.

As in the previous case, this agreement must include an *individual training plan* that must be accessible and incorporate, as a minimum, the contents set out in Article 25 of the royal decree, which are as follows: a) a training and work plan, specifying the contents of the work in the company throughout the agreement, until the totality of the functions or knowledge necessary for the comprehensive discharge of the duties or tasks is achieved; b) mentoring and evaluation systems for the work carried

out; and c) identification of the assigned mentor. It may also include the development of specific training activities, which must be related to the qualification and the work carried out. These activities shall be voluntary, shall count as effective working time and shall not entail any cost to the worker. The company shall inform the statutory body of worker representatives of the individual training plan, the job performed and the content of the main tasks to be carried out.

And, as indicated above, the company must appoint a *mentor*, who shall have the appropriate experience and training and shall be responsible for monitoring the training and work itinerary set out in the individual training plan, supervising the

intern and evaluating the work carried out. Each person may simultaneously mentor a maximum of five interns in the company, or three in workplaces with fewer than thirty workers. In this case too, at the end of the agreement to gain work experience, the company must provide the intern with a certificate, without academic effect, stating the duration of the training, the job performed and the content of the main tasks carried out.

Consequently, this regulatory implementation adds nothing new - it could not do so - but does include some necessary clarifications such as the maximum number of internship agreements, the content of individual training plans, details on men-

toring processes and limits on their use. It still includes some restrictions that are difficult to understand, such as the prohibition on signing an agreement to gain work experience with someone who has already gained work experience or carried out training in the same activity within the company for more than three months - it should be noted that the minimum term of this agreement is six months - without taking into account for these purposes the training or placement periods that form part of the curriculum required to obtain the credentials for this hiring - and, therefore, including other placements that is not part of the curriculum and that has probably not been sufficient in three months to achieve the desired work experience.