

“Enforcement of Labour standards in multinationals companies in Spain:  
the role of public policies, social dialogue and CSR”

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# “Enforcement of Labour standards in multinationals companies in Spain: the role of public policies, social dialogue and CSR”

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Currently there is an important debate, perhaps accentuated by the international economic crisis, on the role of corporations in society and their social responsibility. But, what do we mean when we talk about corporate social responsibility? The ILO offers the following definition: “is a way in which enterprises give consideration to the impact of their operations on society and affirm their principles and values both in their own internal methods and processes and in their interaction with other actors. CSR is a voluntary, enterprise-driven initiative and refers to activities that are considered to exceed compliance with the law”<sup>1</sup>.

There are many voluntary ways in which companies can cooperate in the social area. One is collaboration with university institutions in order to give professional support to youth, who are heavily affected by the consequences of the financial crisis. That is to say, companies offer work placements for under-graduates and graduates which will simplify their passage from the world of education to that of labour. However, although this is a feature of CSR, it has sometimes caused problems because of infringement of applicable labour laws. This study proposes to make a hierarchy of laws analysis: firstly we will discuss the international framework, both that set out by the United Nations and the OECD and that of the EU, and then we will deal with Spanish law and the most relevant cases on internship placements in the Spanish courts.

## **I. The international framework**

Within the CSR international frame of reference, the ILO *Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy* (henceforth, MNE Declaration, 1977), OECD *Guidelines for Multinational enterprises* (OECD *Guidelines*, 1976)<sup>2</sup>; and UN Global Compact (1999) which consider the principles expressed in the ILO Declaration on Fundamental Principles and Rights at Work (adopted in 1998), are significant. We will now deal with each of them.

Firstly, the *MNE Declaration* is the main ILO tool for the promotion of labour norms in the business world and the most detailed for the promotion of the labour dimension in the CSR. The Declaration was produced by representatives of workers, employers and governments, and generated intense discussion in the 60’s and 70’s on the activities of multinational enterprises<sup>3</sup>.

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<sup>1</sup> *InFocus Initiative on Corporate Social Responsibility*, ILO, 2006, pg. 1.

<sup>2</sup> The Organisation for Economic Cooperation and Development (OECD).

<sup>3</sup> ILO, *The labour Principles of the United Nations Global Compact – A Guide for Business*, 2010, pgs. 11-12; ILO, *Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy*, 2006, pgs. 1-2, 5.

Thus, the *1977 MNE Declaration*, which was later revised in 2000 and 2006, although emphasising the positive contribution of multinationals to economic and social progress, also warns that they may cause an excessive concentration of financial power and conflicts with national policies and the interest of the workers. Therefore the MNE Declaration contains a series of principles on employment, training, conditions of work and life, and industrial relations, which are to be applied voluntarily. From the text we must highlight that, on the subject of training, the obligation of MNE's to ensure proper training for workers in their host country, which will favour their professional promotion, in collaboration with the country's government, its institutions and its employer and worker organizations. Moreover, the MNE Declaration states that the salaries, benefits and labour conditions offered by these companies must not be inferior to those offered by other comparable corporations in the same country.

On the other hand, the OECD *Guidelines* which have been updated on several occasions, include principles and norms for good practice not only on labour issues, but also on other important aspects of entrepreneurial conduct, such as the environment, the struggle against corruption or consumer interests. Thus, the Directives reflect the articles of the MNE Declaration and the 1998 Declaration on the Fundamental Principles and Rights at Work<sup>4</sup>. Then, the OECD promotes the commitment adopted in 1998 by the ILO to bring about the right to freedom of association and to organise unions, together with the effective recognition of the right to collective bargaining, the elimination of forced labour, the abolition of child labour and work discrimination. The principles of the ILO 1998 Declaration are also considered in the 1999 United Nations Global Compact as a political platform for corporations that are committed to responsible business practices. The Global Compact is a strategic policy initiative for businesses that are committed to aligning their operations and business strategies with ten universally accepted principles in the areas of human rights, labour, environment and anti-corruption<sup>5</sup>.

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In the European area, the European Commission has pledged to actively support the OECD Directives and the basic norms of the ILO, which are a special component of CSR. The Lisbon European Council in the year 2000 was an important milestone which mandated corporate social responsibility regarding proper practice on matters of lifelong learning, labour organization, equal opportunities, social inclusion and sustainable development. This should contribute to the achievement of the ambitious strategic goal of the EU becoming “the most competitive and dynamic knowledge-based economy in the world capable of sustainable economic growth with more and better jobs and greater social cohesion”. Later, the European Social Agenda, passed by the European Council of Nice (7-10 December 2000), also highlighted the role of the CSR on matters of employment and the adapting of labour conditions to the new economy<sup>6</sup>. Specifically, it established, as one of the governing principles, the strengthening of the role of social policy as a productive factor; (that is, the new Agenda was designed to

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<sup>4</sup> OECD, *Guidelines for Multinational Enterprises*, 2011, pgs. 30, 35.

<sup>5</sup> ILO, *The labour Principles of the United Nations Global Compact – A Guide for Business*, 2010, pg. 3, 49. Thus it aims to achieve the Millennium Development Goals (DMG), which include strategies to offer young people the real possibility of finding a decent, productive job (*United Nations Millennium Declaration*, 2000 [A/Res/55/2]).

<sup>6</sup> *GREEN PAPER: Promoting a European framework for Corporate Social Responsibility*, COM (2001) 366 final, 18.7.2001.

contribute to the interactive dynamics between economic and social policies and employment. On this latter point, its aim was the achievement of full, quality employment, which is to the benefit of the general public, the economy and society)<sup>7</sup>.

The following year, the Gothenburg European Council (15-16 June 2001) agreed a strategy for sustainable development which completed the Union's political commitment to economic and social renewal, adding an environmental dimension to the Lisbon strategy<sup>8</sup>. Also in 2001, the European Commission published a Green Paper, to promote a European frame of reference for the CSR, taken as “a concept whereby companies integrate social and environmental concerns in their business operations and in their interaction with their stakeholders on a voluntary basis” (num. 20). The Green Paper adds that “being socially responsible means not only fulfilling legal expectations, but also going beyond compliance and investing “more” into human capital, the environment and the relations with stakeholders” (num. 21). Among its objectives were responsible contracting practices in order to reduce unemployment and the struggle against social exclusion as part of the European Employment Strategy. In the area of lifelong learning, the companies should contribute to this learning through association with local entities in charge of education and training programmes, and promote the passage of young people from school to professional life<sup>9</sup>. Little by little, the Commission introduced the idea that the main function of businesses was to create value<sup>10</sup>. For this reason, it supported the creation of the European Alliance for CSR, in order to give political cover to the different initiatives in this area<sup>11</sup>.

In this way CSR, as promoted by the Lisbon European Council in the year 2000 is, currently, part of the ambitious Europe 2020 strategy for intelligent, sustainable and integral growth, and may help to shape the competitiveness that Europe needs<sup>12</sup>. That is to say, the EU has set out a series of goals for the next few years in order to successfully come out of the crisis with new strengths. On the one hand, on the issue of integrating growth, that is, the promotion of an economy with a high level of employment and social and territorial cohesion, the policies on employment, education and training will need modernization, together with the promotion of the social responsibility of the companies in this area. This will be aided by the European initiative entitled: “Agenda for new skills and jobs”. On the other hand, on matters of intelligent growth, that is, the development of an economy based on knowledge and innovation, the EU has set up the emblematic initiative called “Youth on the move”, in order to improve the systems of education and facilitate the incorporation of young people into the labour market. This is to be implemented by means of an integrated action including guidance, advice and placement work<sup>13</sup>.

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<sup>7</sup> *Social Policy Agenda*, COM (2000) 379 final, 28.6.2000, pgs. 5, 13-14.

<sup>8</sup> *Presidency Conclusions Göteborg European Council 15 and 16 June 2001* (num. 20).

<sup>9</sup> *GREEN PAPER: Promoting a European framework for Corporate Social Responsibility*, COM (2001) 366 final, 18.7.2001, pgs. 6-8.

<sup>10</sup> *Corporate Social Responsibility: A business contribution to Sustainable Development*, COM (2002) 347 final, 2.7.2002, pg. 5.

<sup>11</sup> *Implementing the partnership for growth and jobs: making Europe a pole of excellence on corporate social responsibility*, COM (2006) 136 final, 22.3.2006.

<sup>12</sup> [http://ec.europa.eu/enterprise/policies/sustainable-business/corporate-social-responsibility/index\\_en.htm](http://ec.europa.eu/enterprise/policies/sustainable-business/corporate-social-responsibility/index_en.htm) (accessed February 14, 2012).

<sup>13</sup> *EUROPE 2020: A strategy for smart, sustainable and inclusive growth* (COM [2010] 2020, 3.3.2010). Specifically, the document emphasises the need “to renew the EU strategy to promote Corporate Social Responsibility as a key element in ensuring long term employee and consumer trust”, pg. 15.

We will now deal with “Youth on the move” in greater detail, as it is closely connected with the topic of this paper.

“Youth on the move” is a European framework programme adopted in the context of the “International Year of Youth: Dialogue and Mutual Understanding”, from 12 August 2010 to 11 August 2011, promoted by the United Nations<sup>14</sup>. This organization has also warned about the worldwide lack of decent job opportunities for young people, which has been aggravated by the world financial crisis and may result in a “lost generation”<sup>15</sup>. Therefore, in the International Year of Youth, the ILO has demanded the development of policies for employment growth which will contribute to the opening of the labour market to young people, mainly through good education, professional training and preliminary work experience<sup>16</sup>. In the context described, the establishment by the European Commission of the “Youth on the move” initiative in September 2010, as an integral part of the “Europe 2020” strategy, is comprehensible for the development of actions designed for the acquisition of the necessary knowledge, skills and experience to allow young people to have better access to the labour market<sup>17</sup>. With this aim, we can forecast the modernization of education and training, and increased mobility for learning, which is clearly linked to the Bologna higher education process<sup>18</sup>. And so, the modernization of the universities proposed by the European Commission is based on closer cooperation with the world of business<sup>19</sup>.

It is precisely within this context that intern programs for students gain greater prominence, as they give that prior professional experience considered ever more necessary in order to obtain employment. For years the Commission has insisted on the need to improve the transition of young people to the world of labour, by means of early links between the labour market and education, but it has also warned of the need for clear definition of what an internship means, so that they shall be of educational value and to avoid their being badly paid or un-paid. On the occasion of the framework programme “Youth on the Move”, it advises that these programmes should be accessible to all, that they should have clear learning goals, and that they must not replace normal jobs<sup>20</sup>. This obligation not to replace regular work positions has been emphasised in the *Report on promoting youth access to the labour market* produced by the Committee on Employment and Social Affairs of the European Parliament<sup>21</sup>.

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<sup>14</sup> *International Year of Youth: Dialogue and Mutual Understanding* (A/Res/ 64/134).

<sup>15</sup> ILO, *Global Employment Trends for Youth*, 2010, pgs. 1, 28-29; ILO-IMF, *Challenges of Growth, Employment and Social Cohesion*, pg. 7, 2010.

<sup>16</sup> *Facts on youth employment*, ILO, 11 august 2010.

<sup>17</sup> *Youth on the Move – An initiative to unleash the potential of young people to achieve smart, sustainable and inclusive growth in the European Union* (COM [2010] 477 final, 15.9.2010), pg. 2.

<sup>18</sup> *Youth on the Move – An initiative to unleash the potential of young people to achieve smart, sustainable and inclusive growth in the European Union* (COM [2010] 477 final, 15.9.2010), pgs. 3-4, 6-7; *Youth on the move – promoting the learning mobility of young people* (COM [2010] 478 final, 15.9.2010), pgs. 3-4. Within the framework of professional training, the *Leonardo da Vinci* programmes have had a great effect on mobility.

<sup>19</sup> *A new partnership for the modernisation of universities: the EU Forum for University Business Dialogue* (COM [2009] 158 final, 2.4.2009).

<sup>20</sup> *Youth on the Move – An initiative to unleash the potential of young people to achieve smart, sustainable and inclusive growth in the European Union* (COM [2010] 477 final, 15.9.2010), pg. 5.

<sup>21</sup> *Report on promoting youth access to the labour market, strengthening trainee, internship and apprenticeship status* (A7-0197/2010), 14.6.2010.

## II. Spain

Having identified the main objectives of the UN and the EU on CSR and support for youth employment, we must now analyse these principles on the issue of placement programmes, of different types, carried out by under-graduates and graduates. In particular, we will deal with the subject from the perspective of placements in multinational corporations.

However, we must say that many of these internships in companies over the last few years have been organized by University-Corporate Foundations and the professional guidance services of the universities, which have gained importance within the framework of the Bologna Process. Thus, Spanish students can carry out work placement programmes in companies thanks to agreements, that is, under the protection of Educational Cooperation Programmes, which were regulated by Royal Decrees 1497/1981, 19 June, and 1845/1994, 9 September (modifying the earlier version)<sup>22</sup>. This Royal Decree has recently been amended by Royal Decree 1707/2011, 18 November. In order to benefit from these programmes, the student must have passed half of the credits needed for his/her degree, and the placement must not last longer than 50% of the total academic course. The student is also subject to the rules and timetable fixed by the programme, under the supervision of a tutor who will be responsible for his/her training. The agreement may also provide some financial assistance or a grant, but under no circumstances will there be the obligations proper to a labour contract.

Despite the defined normative framework, in this system the dividing line between legality and abuse is not always clear; that is to say, if this is real training or, on the contrary, it circumvents the labour laws. This question has traditionally been posed on the subject of “becarios”, which is the title given in Spain to those who receive financial assistance for work placements, the result of an agreement between a university and a company, or those who may receive such assistance from grant programmes offered directly by companies or public institutions, in which case they are regulated by the conditions laid down in the corresponding offer.

Royal Decree 1791/2010, 30 December is an important legal landmark in Spain for the European Higher Education Area (Bologna Process), which approved the University Student Statute<sup>23</sup>, and deals in some detail with placement programmes, as a right for degree and master students. In accordance with the 2010 regulations, these students have the right to: “f) the possibility of doing placement work, either curricular or extra-curricular, which may be carried out in external bodies or in university centres, structures or services, depending on the type planned which shall guarantee the training objective of the placements”. Ultimately, this training objective must be guaranteed as the above legal text states: this is the main concern when deciding if what we are dealing whether it is legal or a fraud, that is, if it is a training period or a real job, in which case the employee has a series of rights.

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<sup>22</sup> Royal Decree 1497/1981, 19 June, on Education Cooperation Programmes; Royal Decree 1845/1994, 9 September, which updated Royal Decree 1497/1981, 19 June, on Education Cooperation Programmes.

<sup>23</sup> Royal Decree 1791/2010, 30 December, which approved the University Student Statute.

Having analysed the jurisprudence (case law) on this issue, it must be pointed out, when referring to multinational corporations in Spain, that many of the university agreements have been signed by banks (in this case considered multinational companies) within the framework of collaboration with universities for the training and later professional employment of the students. However, the not always clearly-defined position of the student doing placement work or the graduate grant-holder has been the object of formal complaints by the Labour Inspectorate and has given rise to lawsuits in the Spanish courts. These, over time, have defined the criteria that identify this position.

In the case of a multinational bank<sup>24</sup>, for example, during the holiday period the bank used student interns who carried out the tasks of workers, thus covering up the shortage of staff in a small office (whose manager was indeed on holiday), instead of improving their training in the various sections of the entity, which would have been possible at the offices of a large branch. Moreover, the fact of having exceeded the number of hours of work under the agreement for educational cooperation between the university and the bank is a breach of this agreement, as it created a relationship other than that provided therein. In short, the reality of the facts and circumstances (regardless of what the parties called them) proves the existence of the concepts of dependence and service, which are characteristic of the employment relationship, in that the true objective of the relationship was not training, but rather the incorporation of the results of the labour into the company (decision of the Superior Justice Court of Valencia, 11<sup>th</sup> April 2006).

On this same point, referring also to the banks, the court decided that there was a labour relationship because the grant had no formative aims: on the one hand, the decision of the Superior Justice Court of Valencia, 24<sup>th</sup> October 2006, also with reference to a bank: from the proven evidence it can be seen that the plaintiffs, who worked as tellers, had scarcely any contact with their University tutors, that in many cases they had never met them, and that the tutors assigned by the company were on vacation. Therefore, the initial decision states, the relationship “did not aim to improve the training of the plaintiffs in order to prepare them for future employment, but, to be more precise, they were considered by the banking company as low-cost labour and were outside the labour market regulations, and were used to defray the needs caused by a shortage of employees at the branch where the plaintiffs were appointed”. Moreover, the placements were not carried out during the academic year, but during the holiday.

On the other hand, we have the decision of the Superior Justice Court of the Basque Country, 8<sup>th</sup> July 2008: in this case it was a bank, where, after a visit from the Labour Inspectorate, it was clear that a student was working habitually as a teller during the summer period. Besides, according to the banking collective agreement, no academic degree is demanded for this kind of work, which goes to show that they had no interest in the academic future of the student and her activity was part of the productive circle of the banking company being sued.

To the contrary, this fact is countered by the fact that placement workers, instead of covering work positions, are in the company simultaneously with other workers; that their activity fits in with the objectives of the education grant, that is, with the training plan set up in the agreement on educational cooperation; and that the work they carry out is truly to the advantage of the students, that is, that they obtain the corresponding academic credits (decision

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<sup>24</sup> Please, note that the names of banks involved in internships learning-related litigation have been omitted.

of the Superior Justice Court of Valencia, 20<sup>th</sup> July 2010). This latter case corresponds to another bank, but, although it is not a multinational, the legal criteria established are very illustrative.

These criteria are contained in the University Student Statute, passed in December 2010, which, in Article 24, refers specifically to external academic placements. It defines these as “a *training activity* carried out by students and *supervised by universities*, with the aim of permitting students to apply and complete the knowledge gained in their academic studies, *helping them to acquire the skills* which will prepare them for professional employment and *foster their employability*” (the Italics are ours). There are two types of placement: curricular (part of the Study Syllabus) and extra-curricular (voluntary work, which may appear in the European Diploma Supplement<sup>25</sup>). In the former case, the students will have an academic tutor from the university and another from the collaborating business, who will decide on and follow up the training programme. In the latter case, the protection by the university and the collaborating body will be carried out as established in the agreement. Moreover, the university will have procedures which guarantee the quality of this external practice, which will be formative in nature and will never replace the labour performance proper to a true work appointment.

For the operation of external placement work, the Student Statute states that the universities shall promote the establishment of agreements with companies and other institutions. These agreements may include monetary grants. Likewise, the placement programmes shall detail the skills the students shall acquire, the calendar and timetable, their value in ECTS credits, the training activities and the assessment system. Thus, the Student Statute insists on the formative character of external placements and with this aim stresses a series of criteria, many of which laid down by the courts of law.

On this point, the decision of the Basque Country High Court on 20<sup>th</sup> July 2004, in reference to another bank, found that fraud had been committed, in that the figure of the intern, in accordance with what is established in the Royal Decrees of 1981 and 1994 “implies a basic element of incorporation of knowledge by the intern, but under no circumstances can this be confused with simple labour activity” which awards the results of such labour to the employer. As the decision later states, “this would be the same as allowing the performance of subordinate work, with none of the protections afforded by our legislation, specifically training or intern contracts”. The trade unions come to the same conclusions when they warn about the ambiguity of the rules governing educational cooperation programs, in that the reference to “student” can be extended to those enrolled in a post-graduate programmes, that is, those who are already graduates. In these cases, as in those of grants offered unilaterally by private companies, (which were not legally regulated), the use of a formal training contract is preferable, as its goal is the specific practical-theoretical training of young people and the promotion of their integration into the workforce<sup>26</sup>.

The decision of the Appeals Court of A Coruña on 16<sup>th</sup> April 2008, deals with the appeal lodged by a bank against the decision that annulled a clause in a 2001 contract, the result of a

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<sup>25</sup> Royal Decree 1044/2003, 1 august.

<sup>26</sup> CONFEDERACIÓN SINDICAL DE COMISIONES OBRERAS, *Jóvenes y prácticas en los centros de trabajo: ¿estancias formativas o relaciones de trabajo encubiertas?*, Madrid, 2007, pgs. 28, 32, 37-38, 40.



selection process regarding young undergraduates for the Bank School of Finance. As a result of this trial, the person now under accusation was admitted to and received funding for the Financial Analysis and Asset Management course. To do so, he signed a loan with the bank with a credit limit of up to 57,000 Euro and two-year maturity date. The interest rate was 5.5% and the moratorium interest rate was 29%. The sum granted should have been credited to a current account opened by the bank in the name of the beneficiary. However, in March 2003 the beneficiary joined the staff of the bank but left voluntarily in July of the same year. In accordance with the controversial clause, if the beneficiary left the Group, after joining the staff, he had to pay the outstanding balance of the credit contract up on leaving.

The defendant did not pay back said sum, and pleaded that the court lacked jurisdiction, and thus brought a claim in the labour courts. On the issue, he requested that the 2001 and 2003 contracts be declared one single labour contract for a non-defined period and that they were null and void because of a violation of Article 21.4 of the Workers Statute, on the issue of the permanency pact, and therefore there was no obligation to return the sum so demanded. That is, he pleaded that the conditions agreed in the contract stated that after a 23-month training period, the worker with an indefinite contract committed himself to remain in the company for a total of five years. However, the Spanish labour legislation, of which the bank had knowledge, expressly prohibits retaining an employee for over 2 years after a training period, and states that the employee cannot be charged for this training. Therefore, the bank had set-up a legal subterfuge in order to give the relationship between the parties the appearance of a non-labour one (one of the private documents, apart from granting the credit for study for the same period, consisted in awarding a supposed grant, which, in fact, covered the worker's salary for the first 23 months of the contract). Despite all this, the work relationship was evident, according to the defendant: there was a salary, a timetable, obligations which had not varied and which also overlapped with the work requirements for an employee, dependent on the bank. He also pleaded that the intended period for training did not last the planned 23-month period, nor did the work position correspond to what was originally promised. For all of these reasons, the labour court decided that the 2001 contract clause was null and void, and thus the worker was under no obligation to return the sum demanded. However, this decision was annulled by the High Court of Madrid, which declared the labour court lacked jurisdiction. This was because the grant contract and the credit policy were signed before any labour relationship was agreed, as this was begun on 1 March 2003.

Once in the civil courts, the appeal by the bank was permitted, in as far as the awarding of a loan to the plaintiff to finance a training course did not imply a permanency clause of Art. 21.4 of the Workers Statute, as the object of this case "only affected the loan that the banking company granted in relation to the labour itself and did not involve any figure within the labour area". In other words, the court declared that the defendant (who had signed a contract of standard terms) was obliged to repay the cost of the course and the sum loaned him by the bank, but it reduced the moratorium interest rate from 29% to 7%, as it considered this clause to be excessive.

Finally, it must be said that the current situation of economic crisis and the juvenile unemployment (the highest in the EU)<sup>27</sup> led the Spanish government to publish the Royal Decree

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<sup>27</sup> Eurostat, January 2012.

1543/2011, 31 October 2011, in which not labour training period in companies is regulated. In the preamble it points out that enterprise social responsibility is growing in importance not only as a means to reinforcement of company competitiveness but also as a stimulus to a good corporate government of the same ones, which turns into an instrument of the economic, social and environmental sustainability. For it, it is urgent and necessary to articulate measures that increase the opportunities of employment of the young persons, so that it helps to facilitate their access to the labour market. In this respect, the Decree indicates that it is a responsibility of the government and of the companies to design and to collaborate in the encouragement of actions that facilitate youth's possibilities of being employed. Such it is the aim of the Decree, which regulates not labour practices for young persons with problems of access to the labour market, in the companies that have previously celebrated agreements with the Public Services of Employment. The Decree benefits unemployed persons, registered in the office of employment, which have between 18 and 25 years of age and possess university or vocational training official qualifications. The practices will develop under the supervision of a tutor, and will last between 3 and 9 months, during which a scholarship of support will be perceived. The internships made by university students, analyzed before, are excluded from this regulation.

### **III. Conclusion**

Throughout this analysis, we have seen that most of cases considered relate to banks, in this case multinational banks, which signed agreements with universities for the development of internship programmes. The result of a visit by the Labour Inspectorate, which controls the quality of compliance of labour conditions in Spain, may be a fine, the payment of the taxes owed to Social Security and, not infrequently, litigation in court. In other words, the problems arise from a voluntary collaboration with the institutions of a country, Spain in this case, where the multinational has a headquarters, and these problems are frequently caused by the lack of clarity in the legal framework. At the same time, some of the problems are due to the flawed application of the formula on which they were originally based.

The Student Statute has made an important contribution generally, as the collaboration agreements did previously. The contribution to training of multinational corporations is included in the EMN Declaration, and respect for workers' rights is to be found in all the international texts analysed. The investment in human capital has been highlighted in the EU Green Paper in order to foster CSR. Specifically, it states that corporations must contribute to training through association with local agents in charge of education and training programmes, simultaneously with promoting the transition of young people from school to professional life. CSR is an important part of the Europe 2020 strategy, and one of its projects, entitled Youth on the Move, specifically facilitates access for young people into the labour market, thanks to educational work experience, in line with the Bologna Process. Therefore, we need a clear definition of the legal framework for practical training internships, which will not discourage companies from providing them, but will in fact foster their collaboration in the training and practical learning of young people, so that they (in this case, the multinationals) will, as socially responsible bodies, contribute to the creation of value from their business activities.

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