



EXTRACURRICULAR INTERNSHIPS

FRAMEWORK AGREEMENT ON EDUCATIONAL COOPERATION FOR STUDENTS OF BACHELOR'S, OFFICIAL MASTER'S, DOCTORATE DEGREES AND UNIVERSITY'S OWN DEGREES, BETWEEN THE UNED [SPANISH NATIONAL UNIVERSITY OF DISTANCE EDUCATION] ¹ AND THE COMPANY EMBBRITANICA

- ☐ Private company
- ☐ Public institution, NGO or non profit organization.

One party, **D^a CONSUELO VÉLAZ DE MEDRANO URETA**, The Vice-rector of students of the UNED, (on behalf of the RECTOR. Resolution of 2 February 2016 - BOE [Official Gazette of the Spanish State] of 4 February 2016).

The other party, **HELEN MARIE CASSIDY**, the legal representative of **EMBBRITANICA** with CIF (Public institution/ NGO / nonprofit organization/organization Identification Code)# **N0061533F** and address in **TORRE ESPACIO, PASEO DE LA CASTELLANA 259D - 28046 (MADRID)**, sign this Educational Cooperation Agreement.

Both parties submit to the regulations established in Royal Decree 592/2014, of 11th July on legislating the external academic scholarship for university students, and in the Royal Decree 1393/2007, of 29th October, which establish arrangement of university studies and the Statutes of the University Student approved by Royal Decree 1791/2010, of 30th December, the Royal Decree 99/2011, of 28th January, which regulates Doctorate Official Studies and the UNED Doctorate Studies School Regulation – BICI (Internal Coordination Bulletin) of November 2011.

This Agreement shall affect the students who shall be listed in the respective attached Annexe, pursuant to the following

CLAUSES

ONE: Agreement Purpose

The purpose is to conclude an Educational Cooperation Agreement so that students enrolled on courses, which result in obtaining an official qualification, namely Bachelor's Degree, Official Master's Degrees, Doctorate, and University's own Degrees, can participate in extracurricular or voluntary internship placements in companies with the aim of pursuing them alongside the theoretical training of their studies. Giving the case of internships attached to a specific research or innovation field, the clause from Annex 2 "Protection of research and/or innovation results of students in extracurricular internships UNED (OTRI)"

TWO: Commitment

Given the educational nature of the external internship placements, under no circumstances shall be obligations for an employment relationship be derived from them, neither may their content replace the provision of labor inherent in the post.

¹ Model of *Framework Agreement on Educational Cooperation* approved by the Governing Council on 4th October 2016.



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THREE: Requirements of students on internship

Students on Bachelor studies undertaking extracurricular internship in companies must have passed fifty percent of the course load in their study plan. Official Master's students shall be required to be enrolled at least on 50% of the course and Doctorate students in the current academic year. Finally, University's own Degrees students, shall be required to be enrolled on the complete course.

FOUR: Duration and academic commitments

The internship period shall last no more than 50% of the academic year. Specifically, the period will be, preferably, 750 hours per academic year for the students of Bachelor's².

For Official Master's and Own University Degrees, the duration of the internship period for every academic year will be calculated by multiplying by 25 the ECTS of the course the student is enrolled, with a maximum duration of 60 ECTS per academic year.

For Doctoral Studies, the duration of the internship period for every academic year shall last no more than 1500 hours.

In all cases, the placement shall not last longer than the final date of the course the student is enrolled on, (until 30th September). For University's own degrees ending after September 30rd, placement could be extended yearly until the completion of the corresponding studies.

In all cases, the Educational Cooperation Programs shall have to be devised in a manner that ensures correct implementation and monitoring of the student's academic activities.

Furthermore, **EMBBRITANICA** shall facilitate appropriate compliance with the academic commitments of the students on internship. In particular, students have the right to sit examinations that are part of the official and own courses and they have enrolled on, and the company is obliged to grant them the necessary permission to attend them.

FIVE: Register

With the aim of having a register of the students participating in this Agreement at all times, **EMBBRITANICA** shall notify COIE [Centre for Careers Guidance] of any registration or deregistration that occurs in the company.

SIX: Conditions

1. Together with the student's registration, **EMBBRITANICA** shall notify the start and end date of the internship, the holiday period, if there is one, as well as the timetable, the location where they are to take place, and their content, and it shall appoint a person who shall act as the student's tutor. These data shall be stated in the corresponding Annexe 1.
2. In accordance with the provisions of the art. 13.5 of the Law 26/2015, of July 28th which modifies de infant and adolescents protection (BOE of the 29th), UNED students who are entitled to do apprenticeships implying regular contact with children shall previously authorize UNED to request, to the sexual offenders

² In this case, the maximum duration of the internship placement shall be 900 hours per academic year.



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Central Registration, the individual negative certification that assures that the student has not been convicted of an offence concerning any crime against sexual liberty and immunity by a final judgement. This information will be requested directly through the will be Data Intermediation IT Platform managed by the Ministry of Finance and Public Administrations.

Provided students of foreign origin or holding a different nationality, they shall submit also negative certification of previous criminal convictions issued by the authorities of the country of origin or the country of their citizenship.

SEVEN: End of the internship placement

A work contract may not be entered into between **EMBBRITANICA** and the student unless this Educational Cooperation Agreement is expressly revoked or concluded with regard to the affected student.

EIGHT: Insurance

In accordance with the provisions of the Royal Decree 1493/2011, of October 24th which regulates the terms and conditions for including in the General Social Security Plan to persons participating in training programs, as assimilated to employees, including conducting apprenticeship in companies, institutions or entities, involving a monetary compensation for those affected, whatever the concept or the way it is perceived, provided they do not lead to the establishment of an employment relationship, the obligation to enlist in this Plan to the trainees corresponds to **EMBBRITANICA** and shall conform to what makes the rules in this respect of the country in which they carry out practices.

If there is no obligation for including the student in the Social Security General Scheme (if there is no payment) and given the case of not being the student covered by the Student Coverage, the UNED shall pay for the accident and civil liability insurance.

NINE: Educational grant

EMBBRITANICA shall provide the student participating in the program with a monthly sum, whose amount shall depend on the time spent in the company, as an educational grant. This grant shall be regulated by the provisions established in the associated Annex 1..

TEN: Certificate

At the end of the internship period, the company and the UNED shall give the student a certificate in keeping with the provisions in current legislation.

ELEVEN: Validation/recognition criteria

Student internship shall not involve the validation or recognition of credits and/or a practicum, unless this is stated in the associated study plan and is in line with its criteria.

TWELVE: Students who previously enjoyed curricular internship (practicum) in the same company.

After the curricular internship placement (corresponding to the study plan) has ended, students may ask for them to be continued via COIE, which shall process their



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extracurricular internship agreement to make the internship period.

THIRTEEN: Intermediary and management services

EMBRITANICA is obliged to pay the University a single payment of €50 to compensate for the latter's intermediary and management services, before the first start day of the placements of each student stated in the associated Annex 1. This payment must be made into the account which the UNED has in the Banco de España, SWIFT: ESPBESMM-IBAN: ES86-9000-0001-20-0250129929, and proof of payment must be sent to the COIE adding in details "COIE-extracurricular internship"

Public institutions, NGO and non profit organization are exempt from the obligation of payment such services.

FOURTEEN: Data Protection

In keeping with the provision in Organic Law 15/1999 of 13 December, on Personal Data Protection, (hereinafter referred to as LOPD) contact personal data provided by both parts will be incorporated to a file owned by the (UNED) and the company **EMBRITANICA**.

Information is collected and treated with the only purpose of managing the given agreement and maintaining contact between both parts.

Furthermore, the parts will not hand over or communicate personal data stored in their files to third parties, with exception of being legally foreseeing or when necessary for providing the service.

Each part will be responsible for complying with current regulations on Personal Data Protection. For this purpose, the parts declare to know the provisions related to personal data protection in the above mentioned LOPD, and in the Royal Decree 1720/2007, of 21st December, which approves the Regulations for the development of the Organic Law 15/1999, December 13th, of personal data protection (RDLOPD), and compromise to comply with requirements foreseen in the norms about data protection they possess.

Specially, parts will not use the data for purposes different than those subscribed in this agreement, nor will communicate, not even for its conservation, to other physical or juridical persons, except those foreseen in current legislation.

Both parts promise to adopt all necessary security measures in regard to the nature of the personal data information, in keeping with the provision with articles 89 to 114 of the RDLOPD, adopting those technical and organizational measures necessary to guarantee personal data security and avoid their alteration, loss, and non-authorized treatment or access, considering the state of technology, the nature of the storage data and the risks to which they are exposed, coming those from human, environmental or natural action..

FIFTEENTH: Protecting research results of UNED students during their placement. When the student is conducting a research project in the company, corresponding to his or her Master or Doctoral Thesis, and generating results that might be transferable to business, he or she can request support from the Results



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Research Transfer Office (OTRI UNED) for the protection and commercialization of their intellectual and industrial property in the terms set out in Annex 2.

SIXTEEN: Funding research projects

When an entity is interested in financing the student in a research project within their Master's Thesis or Doctoral Thesis, a contract under Article 83 of the LOU will be formalized through the OTRI UNED.

SEVENTEEN: Students with a disability

Pursuant to the provisions in Royal Decree 1/2013 of 29th November, on the combined legal text of people with disabilities rights and his social integration approval, which establishes measures to guarantee and make effective the right to equal opportunities, **EMBBRITANICA** undertakes to adopt the necessary positive measures to establish selection processes that do not discriminate against people with disabilities.

In the event that the student selected does have a disability, the company undertakes to facilitate their taking up of the position, by making any required adaptations with the necessary support and technical resources.

To comply with this clause, the company may request the advice of the UNIDIS [Assistance Centre for University Students with a Disability].

EIGHTEEN: Applicable Jurisdiction

This cooperation agreement holds an administrative nature **EMBBRITANICA** and the University undertakes to solve any disagreement that may arise from the implementation of this Agreement amicably.

This Convention holds an administrative nature and is expressly excluded from the scope of the revised text of the Law on Public Sector Contracts, RDL 3/2011 of 14 November (BOE of November 16, 2011), as indicated in its art. 4.1.d.

Any dispute concerning the interpretation and application shall be submitted to the Courts and Tribunals in accordance with the applicable national laws in its location - rule locus regit actum- (3.2.j articles of the Organic Law of Universities 6 / 2001 and applicable provisions of the LCSP, which revised text has been approved by Royal Legislative Decree 3/2011 of 14 November), except in the control of subsidies obtained under the cooperation programs funded by Spanish institutions, in which case they must be subject to judicial review of the administrative jurisdiction. Similarly everything related to the issue of certificates / academic diplomas who have to produce effects in Spanish territory shall be subject to that jurisdiction.

NINETEEN: Period of validity

This Agreement shall be valid for one year, and shall come into effect from the date it is signed. It shall be deemed extended for periods equal to one year, unless one of the undersigned parties, who reserve the right to cancel it unilaterally at any time, provides notice of termination in writing to the other party ten days in advance.

Students who on the date of cancellation are on an internship placement shall continue until the end established in the corresponding AnnexE 1.



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EIGHTEEN: Conditions of early cancellation

Besides the expiry of its validity period, this Agreement shall end for the following reasons:

- a) By report of any of the parties
- b) By mutual agreement of those signing this Agreement.
- c) If circumstances occur that make it impossible to perform the actions provided for in this Agreement.
- d) Due to non-compliance with the commitments and the obligations established in this Agreement.
- e) By legal imperative occurred.

As both the parties agree, they sign this Agreement in duplicate in
Madrid, at 11 november 2016.

FOR THE UNIVERSITY
VICE-RECTOR OF STUDENTS
(on behalf of the RECTOR. Resolution of 02.02.2016 - BOE of 4
february 2016)

FOR THE COMPANY EMBBRITANICA
LEGAL REPRESENTATIVE
Seal and Signature

Consuelo Vélaz de Medrano Ureta

Helen Marie Cassidy