



## **EXTRACURRICULAR INTERNSHIPS**

### **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] <sup>1</sup> AND THE COMPANY EMBBRITANICA**

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

One party, **D<sup>a</sup>**....., The Vice-rector of students of the UNED, (on behalf of the RECTOR. Resolution of XX \_\_\_\_\_ 2018 - BOE [Official Gazette of the Spanish State] of XX \_\_\_\_\_ 2018).

The other party, \_\_\_\_\_, the legal representative of \_\_\_\_\_ with CIF (Public institution/ NGO / nonprofit organization/organization Identification Code)# \_\_\_\_\_ and \_\_\_\_\_ address in \_\_\_\_\_, sign this Educational Cooperation Agreement.

Both parties submit to the regulations established in Royal Decree 592/2014, of 11<sup>th</sup> July on legislating the external academic scholarship for university students, and in the Royal Decree 1393/2007, of 29<sup>th</sup> October, which establish arrangement of university studies and the Statutes of the University Student approved by Royal Decree 1791/2010, of 30<sup>th</sup> December, the Royal Decree 99/2011, of 28<sup>th</sup> 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 an 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.

<sup>1</sup> Model of *Agreement on Educational Cooperation* approved at the Governing Council meeting on 3<sup>th</sup> July 2018.



## CENTRO DE ORIENTACIÓN Y EMPLEO (COIE) Vicerrectorado de Estudiantes

### **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's<sup>2</sup>.

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 30<sup>th</sup> September). For University's own degrees ending after September 30<sup>rd</sup>, 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, \_\_\_\_\_ 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, \_\_\_\_\_ 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, \_\_\_\_\_ 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 28<sup>th</sup> which modifies de infant and adolescents protection (BOE of the 29<sup>th</sup>), UNED students who are entitled to do apprenticeships implying regular contact with children shall previously authorize UNED to request, to the sexual offenders

---

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



## CENTRO DE ORIENTACIÓN Y EMPLEO (COIE) Vicerrectorado de Estudiantes

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 \_\_\_\_\_ 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 24<sup>th</sup> 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 \_\_\_\_\_ 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**

\_\_\_\_\_ 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



## CENTRO DE ORIENTACIÓN Y EMPLEO (COIE) Vicerrectorado de Estudiantes

extracurricular internship agreement to make the internship period.

### **THIRTEEN: Intermediary and management services**

\_\_\_\_\_ 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 \_\_\_\_\_, SWIFT: ESPBESMM-IBAN: ESXXXXXX-XXXX-XX-XXXXXXXXXX, 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. The direction of the COIE may propose the waiver of this compensation to other entities in exceptional cases and for just cause.

### **FOURTEEN: Data Protection**

In keeping with the EU General Data Protection Regulation 679/2016 (GDPR) and the current legislation, contact personal data provided by both parts will be treated by the UNIVERSIDAD NACIONAL DE EDUCACIÓN A DISTANCIA (UNED) and the Company \_\_\_\_\_, as data controller respectively.

Information is collected and treated with the only purpose of managing the given agreement and maintaining contact between both parts. Personal data will be treated by the legal basis of the agreement.

The parts will not hand over or communicate personal data to third parties, with exception of being legally foreseen or when necessary for proper consideration, development, control and fulfillment of the mentioned purpose, according to the law.

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 GDPR and current legislation, 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 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 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.



**CENTRO DE ORIENTACIÓN Y EMPLEO (COIE)**  
**Vicerrectorado de Estudiantes**

**SEVENTEEN: Students with a disability**

Pursuant to the provisions in Royal Decree 1/2013 of 29<sup>th</sup> 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, \_\_\_\_\_ 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 \_\_\_\_\_ 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 will be valid for four years, coming into force as of the date of its signature, being able to renew its term by signing a new agreement of collaboration for another term of four years, 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.

**TWENTY: 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.



**CENTRO DE ORIENTACIÓN Y EMPLEO (COIE)**  
**Vicerrectorado de Estudiantes**

- 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 2018.**

FOR THE UNIVERSITY  
VICE-RECTOR OF STUDENTS  
(on behalf of the RECTOR. Resolution of xx.xx.xxxx - BOE of xx  
\_\_\_\_\_ 2018)

FOR THE COMPANY \_\_\_\_\_  
LEGAL REPRESENTATIVE  
Seal and Signature

\_\_\_\_\_

\_\_\_\_\_

DOCUMENTO INFORMATIVO