



Ref.:

FRAMEWORK AGREEMENT ON EDUCATIONAL COOPERATION FOR THE STUDENTS OF DIPLOMAS, LICENTIATES, TECHNICAL ENGINEERING, ENGINEERING, BACHELOR'S AND MASTER'S DEGREES, AND POSTGRADUATE STUDIES BETWEEN THE PUBLIC INSTITUTION, NGO OR NON-PROFIT ORGANISATION: NAME OF THE INSTITUTION AND THE UNED [SPANISH NATIONAL UNIVERSITY OF DISTANCE EDUCATION].

One party, **MR ÁLVARO JARILLO ALDEANUEVA**, THE VICE-RECTOR OF STUDENTS, EMPLOYMENT AND CULTURE of the UNED, (on behalf of the RECTOR. Resolution of 22 November 2010 - BOE [Official Gazette of the Spanish State] of 6 December 2010).

The other party, **MR/MS NAME AND SURNAMES**, the legal representative of **NAME OF THE INSTITUTION**, sign this Educational Cooperation Agreement.

Both parties submit to the regulations established in Royal Decree 1707/2011, of 18 November.

This Agreement shall affect the students who shall be listed in the respective attached Annexes, 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 Diploma, Licentiate, Technical Engineering, Engineering, Bachelor's and Master's Degrees, and Postgraduate Studies, can participate in voluntary work placements in companies with the aim of pursuing them alongside the theoretical training of their studies.

TWO: Commitment

Given the educational nature of the external academic placements, under no circumstances shall the obligations of an employment relationship be derived from



them, neither may their content replace the provision of labour inherent in the post.

THREE: Requirements of students on work placements

Students on extracurricular external work placements in companies must have passed fifty percent of the course load in their study plan, except the Master's and Postgraduate students, who shall only be required to be enrolled on the complete course. For students enrolled in University Specific Qualifications, but not holding a university degree, the program's director should submit a Summary Report about the apprenticeship to take place and the student's profile suitability (see attached model). The admission to the program should be approved by the Vicerector of Students, Employment and Culture.

FOUR: Duration and academic commitments

The work placement period shall last a maximum per academic year of 700 hours for the students of Diplomas, Licentiate, Technical Engineering, and Engineering Degrees, 825 hours for Postgraduate Studies, and 1,500 hours for Bachelor's and Master's Degrees. In all the aforementioned cases, the maximum duration of the work placements shall be until the date of completion of the corresponding studies.

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

Furthermore, [NAME OF THE INSTITUTION] shall facilitate appropriate compliance with the academic commitments of the students on work placements. In particular, students have the right to sit examinations that are part of the official courses 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, [NAME OF THE INSTITUTION] shall notify COIE [Centre for Careers Guidance and Information] of any registration or deregistration that occurs.

SIX: Conditions

Together with the student's registration, [NAME OF THE INSTITUTION] shall notify the start and end date of the work placements, 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 Annexes.



SEVEN: 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 a work placement shall continue until the end established in the corresponding Annexes.

EIGHT: End of the work placements

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

NINE: Insurance

Work placements in companies undertaken by students by virtue of Royal Decree 1707/2011, of 18 November, shall be covered by the Student Coverage as long as they have been organised or authorised according to the provisions in this Royal Decree, and the student has matriculated and the payment of this Student Coverage is up-to-date.

The UNED shall pay for the relevant insurance for those students who do not have Student Coverage.

TEN: Certificate

At the end of the work placement period, the companies and the UNED shall give the student a certificate in keeping with the provisions in Royal Decree 1707/2011, of 18 November.

ELEVEN: Validation/recognition criteria

Student work placements 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: Continuity of curricular placements

After the curricular work placements have ended, students may ask for them to be continued via COIE, which shall process their credential as extracurricular placements.



THIRTEEN: Data Protection

NAME OF THE INSTITUTION undertakes to handle Personal Data (hereinafter referred to as Data) for the exclusive purpose of providing the service, and after it has been provided, it must destroy the data provided by the University, or otherwise return the media containing this information to the UNED.

The Data may not be subjected to any process that differs from those provided for in this Agreement. The aforementioned **NAME OF THE INSTITUTION** shall be liable to third parties and the University for any processing that does not adhere to these provisions, and for any direct or indirect damages that it may cause to them.

Furthermore, **NAME OF THE INSTITUTION** states that it complies with current regulations on Personal Data Protection, and, in particular, with security measures for their files, as well as those provided for in Article 9 of Organic Law 15/1999 of 13 December, on Personal Data Protection, the provisions in Royal Decree 1720/2007, of 21 December, which approves the Regulations implementing the aforementioned Organic Law, and, at all times, current provisions in this regard.

Non-compliance with this commitment shall be the exclusive liability of **NAME OF THE INSTITUTION**, which shall be liable to third parties and the UNED for any direct and indirect damages that may arise.

In addition, it undertakes not to transfer any data, unless this was essential for the effective provision of the service, in which case, it shall be obliged to request prior authorisation from the University, which may grant it or discharge the contract.

FOURTEEN: Students with a disability

Pursuant to the provisions in Law 51/2003, of 2 December, on equal opportunities, non-discrimination and universal access for people with disabilities, which establishes measures to guarantee and make effective the right to equal opportunities, **[NAME OF THE INSTITUTION]** 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].

FIFTEEN: Applicable Jurisdiction

[NAME OF THE INSTITUTION] and the University undertake to resolve any disagreement that may arise from the implementation of this Agreement amicably.

Any disputes that may arise in connection with the interpretation of and compliance with this Agreement, and which have not been resolved by both parties, once the



administrative process has ended, shall be resolved by the Court of Appeal against Administrative Decisions, pursuant to Law 29/1998, of 13 July, which regulates this jurisdiction.

SIXTEEN: Conditions of early cancellation

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

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

As both the parties agree, they sign this Agreement in triplicate in **Madrid, on of 20 .**

FOR THE UNIVERSITY

FOR THE COMPANY/ORGANISATION

THE VICE-RECTOR OF STUDENTS,
EMPLOYMENT AND CULTURE

MR
LEGAL REPRESENTATIVE

(by delegation. Resolution of 22 November 2010 - BOE of 6 December).

