

## EXTRACURRICULAR INTERNSHIPS

### AGREEMENT ON EDUCATIONAL COOPERATION FOR BACHELOR'S, OFFICIAL MASTER'S, DOCTORATE, AND OTHER CONTINUING EDUCATION POSTGRADUATE DEGREE STUDENTS, BETWEEN THE UNED [SPANISH NATIONAL UNIVERSITY OF DISTANCE EDUCATION]<sup>1</sup> AND THE COMPANY xxxxxxxx

- Private company
- Public institution, NGO, Charity

THIS EDUCATIONAL COOPERATION AGREEMENT IS MADE BY AND BETWEEN Mr/Mrs ....., The Vice-rector of students of the UNED, (on behalf of the RECTOR under Agreement of XX \_\_\_\_\_ 2018 - BOE [Official Gazette of the Spanish State] of XX \_\_\_\_\_ 2019), AND \_\_\_\_\_, legal representative of \_\_\_\_\_ with CIF (Public institution/ NGO / non-profit organization/organization Identification Code) # \_\_\_\_\_ and address in \_\_\_\_\_

WHEREAS the Parties do hereby agree to abide by the regulations established in Royal Decree 592/2014, of 11th July on the regulation of external academic internships for university students, and in Royal Decree 1393/2007, of 29th October, on the organization of university programs and the Statute of University Students approved by Royal Decree 1791/2010, of 30th December, and Royal Decree 99/2011, of 28th January, which regulates Official Doctorate Programs and UNED's Doctorate Studies School Regulation – BICI (Internal Coordination Bulletin) of November 2011.

This Agreement shall include students listed in the Annex hereto, pursuant to the following

#### CLAUSES

##### **FIRST: Purpose**

The purpose of this Agreement is to establish an Educational Cooperation Agreement so that students enrolled on UNED's official degree-courses, namely Bachelor's Degree, Official Master's Degrees, Doctorate, and University's Continuing Education Qualifications, may participate in extracurricular or voluntary internship placements in companies supplementary to the theoretical training of their study programs. In 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)" shall apply.

##### **SECOND: Commitment**

Given the educational nature of the external internship placements, under no circumstance shall employment relationship obligations derive from them, nor shall their content replace the provision of labour inherent to the position.

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<sup>1</sup> This Cooperation Agreement Form was validated by the Governing Council in their meeting of March 5<sup>th</sup>, 2019.

### **THIRD: Requirements for students on internship**

Students on Bachelor studies undertaking an extracurricular internship in companies must have passed 50 % 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 must be enrolled in the current academic year. Finally, UNED's Continuing Education students shall be required to be enrolled as full time students.

### **FOURTH: Duration and academic commitments**

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

For Official Master's Degrees and Continuing Education programs, the duration of the internship period for every academic year shall be calculated multiplying by 25 the number of ECTS of the program in which 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 exceed the final date of the course the student is enrolled on, (until 30th September). For Continuing Education programs ending after September 30th, placement may be extended yearly, until the completion of the corresponding study program.

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/or continuing education courses on which they are enrolled, and the company is obliged to grant them the necessary permission to attend them.

### **FIFTH: 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 withdrawal that occurs in the company.

### **SIXTH: Conditions**

1. Together with the student's registration, \_\_\_\_\_ shall notify the start/end dates 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 to act as the student's tutor. These data shall be stated in the corresponding Annex 1.
2. In accordance with the provisions of art. 13.5 of the Law 26/2015, of July 28th which provides for infant and adolescents' protection (BOE of the 29th), UNED students who are entitled to internships implying regular contact with children shall previously authorize UNED to request from the sexual offenders' Central Registry the individual negative certification that warrants that the student has not been convicted of an offence concerning any crime against sexual liberty and indemnity. This information shall be requested directly

through the Data Intermediation IT Platform managed by the Ministry of Finance and Public Administrations.

In the case of international students or with a non-Spanish nationality, they shall also submit a negative criminal record check certificate issued by the authorities of the country of origin or the country of their citizenship.

**SEVENTH: End of the internship placement**

A work contract may not be entered into between \_\_\_\_\_ and a student unless this Educational Cooperation Agreement is expressly revoked or concluded with regard to said student.

**EIGHTH: Insurance**

As provided by Royal Decree 1493/2011 of October 24th which regulates the requisites for inclusion in the General Social Security Scheme of individuals participating in training programs, as assimilated to employees, including conducting apprenticeship in companies, institutions or entities and involving valuable consideration, notwithstanding the concept or the form in which it is received provided they do not lead to the establishment of an employment relationship, the responsibility to enlist trainees in said Scheme lies in \_\_\_\_\_ and shall conform to the rules and regulations in this respect of the country in which they operate.

If there is no obligation for inclusion of the student in the Social Security General Scheme (if there is no payment) and where the student is not covered by the Student Coverage, the UNED shall pay for his/her accident and civil liability insurance.

**NINTH: Educational grant**

As an educational grant \_\_\_\_\_ shall provide the student participating in the program with a monthly sum, the amount of which may vary depending on the time spent in the company. This grant shall be regulated by the provisions established in Annex 1 hereto.

**TENTH: Certificate**

At the end of the internship period, the company and the UNED shall award the student with a certificate as provided under current law.

**ELEVENTH: 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.

**TWELFTH: Students with previous curricular internship (practicum) in the same company.**

After the curricular internship placement (corresponding to the study plan) has ended, students may ask for an extension of said internship via COIE, that shall process their extracurricular internship agreement for the extended internship term.

**THIRTEENTH: Intermediary and management services**

\_\_\_\_\_ commits to make a single payment of €50 to the University as compensation for the latter's intermediary and management services, before the first start day of the placements of each student stated in Annex 1 hereto. 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 as reference details "COIE-extracurricular internship."

Public institutions, NGO and non-profit organizations are exempt from the obligation of payment for such services. The management of the COIE may propose the waiver of this compensation to other entities in exceptional cases and for a reasonable cause.

In the event of an extension of the term hereof, it is understood that the amounts hereinabove as well as those in clause 9 will be updated as per the CPI at the time of the Agreement.

#### **FOURTEENTH: Data Protection**

In keeping with the EU General Data Protection Regulation 679/2016 (GDPR) and the current law, personal data provided by both Parties shall be treated by the UNIVERSIDAD NACIONAL DE EDUCACIÓN A DISTANCIA (UNED) and the Company \_\_\_\_\_, as data CONTROLLER and data owner respectively.

Information is collected and treated with the only purpose of managing this Agreement and maintaining contact between both Parties. Personal data shall be treated as per the legal purpose of the Agreement.

The Parties shall not hand over or communicate personal data to third Parties, with exception of being lawfully monitored or when necessary for proper consideration, development, control, and fulfilment of the mentioned purpose, according to the law. Each Party shall be responsible for complying with current regulations on Personal Data Protection. For this purpose, the Parties acknowledge the provisions related to personal data protection in the above mentioned GDPR and current legislation, and further compromise to comply with requirements foreseen in the norms about data protection in their custody. Especially, Parties shall not use the data for purposes different from those under this Agreement, nor shall they disclose said data, not even for custody purposes, to other physical or legal persons, except under such circumstances as provided by law. Both Parties commit to adopt such technical and organizational measures as necessary to guarantee personal data security and to avoid 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, whether caused by human, environmental or natural causes.

As established under current Protection of Personal Data laws, we hereby inform you that the data in this document shall be treated by the UNED (COIE Management) in their capacity of Controller.

The purpose is data and collection processing for the management of the Agreement hereunder, as well as for correspondence between the Parties.

The legal basis for the treatment of your data is the execution of the Agreement to which you are a Party. Furthermore, UNED acknowledges that it shall not yield or disclose the stored personal data to third Parties, except when required by law or when necessary for the delivery of the service.

You may exercise the rights of Access, Amendment, Suppression, Limitation of the treatment, Portability of the data or Opposition to the treatment by addressing UNED, Calle

Bravo Murillo 38, Section of Protection of Data, 28015 of Madrid, or in any of the offices listed on the following site, along with additional information and the form: Department of Legal Policy of Security of the Information, ([www.uned.es/dpj](http://www.uned.es/dpj)) or through the electronic administration: (<https://sede.uned.es/procedimientos/portada/idp/40>) of UNED.

## **FIFTEENTH: Commissioning of Personal Data Processing.**

### *1. Purpose*

We hereby qualify the company/organization xxxxxxxx (hereafter, the data PROCESSOR), on behalf of UNED (COIE Management) – hereafter the CONTROLLER, to treat such personal data as are necessary for the following:

“To manage career advice of the students of the University and individuals involved in projects related to work opportunities and internships for students in collaborating companies of the COIE.”

Nature and purpose that justify the treatment of the personal data on behalf of the CONTROLLER shall be as hereinafter provided.

### *2. Data return*

Upon termination of this Agreement, the PROCESSOR shall return all personal data to the CONTROLLER or, as the case may be, destroy such data and, where necessary, the devices where they are stored. Said return shall imply the complete deletion of the existing data in the systems and documents of the PROCESSOR. However, the PROCESSOR may keep a properly protected copy of said data for as long as any liabilities regarding contract execution may arise.

### *3. Obligations of the PROCESSOR*

Purpose: The PROCESSOR shall use personal data exclusively for the purposes of this Agreement. In no case shall the PROCESSOR be able to use the data for its own purposes.

Sub-hiring: The PROCESSOR shall not sub-hire any of the services under this Agreement, as a whole or in part, when they require data processing without previous authorization in writing by the CONTROLLER.

Should it be necessary to sub-hire any data processing services, in whole or in part, this circumstance shall be duly notified in writing to the CONTROLLER in advance, stating the items that are to be subcontracted, and identifying in a clear and unequivocal form the name of the subcontracting company and contact details.

Said sub-hiring must be authorized in writing by the CONTROLLER, always in advance, and shall be governed by article 28.4.de the Spanish Data Protection Law (RGPD).

Instructions by the CONTROLLER: The PROCESSOR shall deal with personal data solely following documented instructions by the CONTROLLER.

International transfer: If the PROCESSOR must transfer personal data to a third country or to an international organization by virtue of applicable EU or member States Laws, then the PROCESSOR shall previously inform the CONTROLLER in writing of that legal requirement unless forbidden by law for reason of public interest.

Confidentiality: The PROCESSOR and all its personnel shall maintain the duty of secrecy with respect to the personal data to which they have had access under this order, even upon termination.

The PROCESSOR shall guarantee that the persons authorized to process personal data shall commit themselves, expressly and in writing, to respect confidentiality and to comply with the corresponding security measures, of which they must be informed accordingly.

Where there is a statutory confidentiality obligation, an express record of the nature and extent of this obligation must be established.

The PROCESSOR shall keep the documentation accrediting compliance with this obligation at the disposal of the CONTROLLER.

Security measures: The PROCESSOR, on a regular basis (and also whenever there are relevant changes in its software and hardware infrastructure), shall carry out a risk assessment on information security, from which the implementation of appropriate mechanisms shall be derived to combat detected risks as described in article 32 of the RGPD and in the National Security Scheme and in particular:

- a) Guarantee the confidentiality, integrity, availability and permanent resilience of the treatment systems and services.
- b) Restore the availability and access to personal data promptly, in case of a physical or technical incident.
- c) To verify, evaluate and assess, on a regular basis, the effectiveness of the technical and organizational measures implemented to guarantee the safety of the treatment.
- d) Pseudonymize and encrypt personal data, if applicable.

The evaluation of information security risks must be included in a report by PROCESSOR, which must be provided to the CONTROLLER. The scope of such evaluation of information security risks shall be the totality of data processed by the CONTROLLER. The security measures shall cover the protection of the information systems, as well as the systems of manual processing and archiving of the documentation.

Registration of treatment activities: The PROCESSOR shall keep a record of all the categories of treatment activities carried out on behalf of the CONTROLLER with the content stipulated in article 30.2 of the RGPD unless covered by any of the exceptions of article 30.5

Non-disclosure: The PROCESSOR shall not disclose the data to third Parties, unless with the express authorization of the CONTROLLER and as required by law.

Training of authorized persons: The PROCESSOR shall guarantee the necessary training regarding the protection of personal data of the persons authorized to process personal data.

Exercise of rights: The PROCESSOR shall assist the CONTROLLER, through appropriate technical and organizational measures, whenever possible, so that the CONTROLLER may comply with its obligation to answer requests from the interested Parties in the exercise of their legal rights. (Data access, amendment, deletion, opposition, limitation, and portability).

Notification of security breaches: The PROCESSOR shall notify the CONTROLLER, without undue delay, and in any case before the maximum period of 24 hours, of any breaches in the security of the personal data that are known to the PROCESSOR, together with all the relevant information as provided in article 33.3. of the Spanish law (RGPD).

Support in carrying out impact evaluations for data protection: The PROCESSOR shall assist the CONTROLLER in carrying out impact evaluations related to data protection, where appropriate.

Compliance with obligations: The PROCESSOR shall make available to the CONTROLLER all the necessary information to demonstrate compliance with its obligations, as well as for the performance of audits or inspections carried out by CONTROLLER or another auditor authorized by him.

Delegate of data protection: The PROCESSOR shall designate, if applicable, a data protection delegate and shall provide his identity and contact information details to the CONTROLLER.

## PURPOSES THAT JUSTIFY THE PROCESSING OF PERSONAL DATA BY THE PROCESSOR OF TREATMENT

### 1. INTRODUCTION

This information is part of the agreement under the treatment contract signed by the Parties and provides details on the aspects and identification of the relevant information that is accessed or treated by the PROCESSOR, the type of data, and the purposes that justify the treatment.

### 2. TREATMENT OF PERSONAL DATA

The Processing of Personal Data shall include the following aspects: Collection, Registration, Structuring, Conservation, and Consultation.

### 3. IDENTIFICATION OF THE RELEVANT INFORMATION

For the execution of the benefits derived from the fulfilment of the object of this assignment, the data CONTROLLER authorizes the data PROCESSOR to process the necessary information, which includes the following categories of data (please delete what does not apply):

Identification data: [Name and Surname, ID, Address, Telephone]

Personal characteristics data: [Sex; Birthdate; Nationality; Place of birth; Language]

Academic and professional data: [Training; Degrees Academic record; Professional experience; Membership of professional associations or associations]

Details of employment detail: [Body / Scale; Category / grade; Job positions; Worker's history]

### 4. PURPOSES THAT JUSTIFY THE ACCESS OR TREATMENT BY THE PROCESSOR

The CONTROLLER authorizes the PROCESSOR to treat personal information of the CONTROLLER, solely and exclusively to manage University students' career advice and people from projects related to employment and internships carried out by said students in companies/entities collaborating with the COIE.

#### **SIXTEENTH- Protecting research results of UNED students during their placement.**

Where the student is conducting a research project in the company, corresponding to his or her Master's or Doctoral Thesis, and generating results that might be transferable to business, he/she may 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 hereto.

#### **SEVENTEENTH: Funding of research projects**

Where an entity is interested in financing the student in a research project within the scope of his/her Master's Thesis or Doctoral Thesis, a contract under Article 83 of the LOU shall be made through the OTRI UNED.

#### **EIGHTEENTH: Non-discrimination of Disabled students**

Pursuant to the provisions in Royal Decree 1/2013 of 29th November that approved the combined text of the Disabled Individuals Rights and Social Integration Act, which establish

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 his/her 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].

**NINETEENTH: Applicable Law**

This cooperation agreement is of an administrative nature so that \_\_\_\_\_ and the University undertake to solve any disagreement that may arise from the implementation of this Agreement amicably.

Any dispute concerning the interpretation and implementation of the Agreement which cannot be amicably resolved by the Parties shall be submitted to the Administrative Courts and Tribunals in accordance with Law 29/1998, of July 13, which regulates said jurisdiction.

**TWENTIETH: Term of the Agreement**

This Agreement shall be in force for four years from the date of its signature by the parties, and may be renewed by signing a new agreement of collaboration for another term of four years, unless earlier termination by one of the Parties, who reserve the right to cancel it unilaterally at any time by 10 days' written notice of termination to the other Party in advance.

Students who on the date of the cancellation are on an internship placement shall continue until the end of their term as established in Annex 1 hereto.

**TWENTY-FIRST: Early termination**

Other than by termination of its term as herein provided, this Agreement may terminate for the following reasons:

- a) By decision to terminate 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 obligations established in this Agreement;
- e) for lawful reasons.

In witness whereof, the Parties have signed this Agreement in duplicate in Madrid, on .....20....

On behalf of THE UNIVERSITY  
(On behalf of the RECTOR, Agreement of  
xx.xx.xxxx - BOE of xx \_\_\_\_\_ )  
VICE-RECTOR OF STUDENTS

On behalf of THE COMPANY \_\_\_\_\_  
LEGAL REPRESENTATIVE  
Seal and Signature \_\_\_\_\_

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