**In...... (place), on...........(date)**

**AN AGREEMENT FOR EDUCATIONAL COOPERATION BETWEEN THE *UNIVERSIDAD NACIONAL DE EDUCACION A DISTANCIA* (hereinafter the UNED) AND (Council, Delegation, Town or City Hall, Institution, etc.)**

**ENTERED INTO BETWEEN**

**Mr./ Mrs./Ms…........................................,** as ….............................. (Dean, Director of the associated centre, etc.) from … (name of the Faculty if the Dean signs, associated centre if the Director or the President of the board of trustees sign) of the UNED, by virtue of his/her appointment by the Rector on …. acting in UNED’S name and representation, under the 03/16/2018 Rectoral provision on delegation of powers (Official State Bulletin of March 4).

**AND, Mr./Mrs./Ms ….......................................................** as (position held in the collaborating institution) from (name of the institution), ID number …................. and Corporate domicile in …

Both parties have full legal capacity and are duly authorized to exercise their function in the name of the institutions they represent

**WHEREAS**

For the purposes of providing and contributing to the complete training of UNED students; and in accordance with the Royal Decree 592/2014 of July 11 and the current regulations governing the external academic practices of university students ; and for the better fulfilment of the training objectives as set forth in the new regulatory framework for official university studies, envisaged by Royal Decree 1393/2007 (Official State Bulletin of October 30).

**IT IS HEREBY AGREED AS FOLLOWS:**

To enter into this agreement for Educational Co-operation, which shall be governed by the following terms and conditions:

**I: Objective of the agreement**

The objective of this agreement is to establish an educational programme of cooperation under which UNED students, enrolled in official undergraduate programmes (or the equivalent educational programmes or equivalent previous curricula) or for postgraduate students enrolled in a University Masters Programme, whereby such students may have the opportunity to complete their academic education with a period of practical training that is necessary for their future professional activity and the development of the Final Undergraduate Project and Master's Thesis.

**II: Educational project that is the object of the practical training undertaken by the student.**

Annexed to this Agreement will be an educational project agreed to and undersigned by both parties which shall include at least the following elements:

* The place/s where this practical training is to take place
* The number of hours to be fulfilled by the student
* The skills that students are expected to develop
* A scheme of the activities to be carried out for the development of said skills

**III: Obligations of the parties.**

The students’ fulfillment of the practical training periods under this Agreement shall not constitute an employment or contractual relationship of any kind between said students and the undersigned parties, nor does it involve any payment of any kind and thus shall not be governed by the Workers’ Statute.

In the event that a student, after finishing his/her studies, becomes an employee of the institution where the educational training protect was undertaken, then the period of practical training shall not count for seniority purposes nor for a trial period unless the appropriate collective bargaining agreement provides otherwise.

**IV: Insurance coverage**

The risk coverage for students carrying out practical training projects shall be applied under the following scheme:

A) Under this Agreement, no social security obligations will arise for ….......... (the collaborating institution) nor for any institutions under its remit if any. Contingencies shall be covered by Students’ Insurance and by a civil liability insurance, (only countries in the European Union) whose expenses will be covered by the UNED.

B) Students over 28 year of age, who are not covered by Students’ Insurance, shall be covered in the event of contingencies through an Accident Insurance Policy undertaken by UNED.

**V: Student selection**

The selection process of students who will carry out the said practical training period shall be made by UNED, in accordance with its appropriate selection procedure, according to the number of places offered by …....... (the collaborating institution).

**VI: Training and assessment**

Training

The signing institution and, as the case may be, each of the collaborating bodies providing practical training to students will appoint a trainee supervisor (a professional member of the signing institution). In the case of undergraduate students (or students from former curricula), UNED shall provide a supervisor through the appropriate associate centre. If the training project is a part of a Master´s Degree programme, UNED will designate, through its MA Coordination Board, a professor who will be the supervisor for the whole MA programme. In the case of training with the aim of developing the Final Undergraduate Project or Master's Thesis, the UNED will designate a supervisor. The supervisors will be in charge of the monitoring and follow-up processes for the duration of the student’s practical training period. Furthermore, they will also be the first resource to deal with any issues that may arise, always informing those responsible for this programme in each of the signing institutions about any problems or special circumstances that may require their intervention.

UNED shall issue a «Practical Training Supervisor» certificate to the professionals in the collaborating institutions who have carried out this role. UNED may determine any appropriate compensation for the fulfillment of this function. Likewise, Trainee Supervisors (professionals of the collaborating institution) from (name of the entity/organism), are entitled to avail themselves of the benefits provided pursuant to the Government Council Resolution of February 27, 2008.

Assessment

The Supervisor (a professional of the collaborating body) shall issue a report, specifically designed for this purpose, on the activities carried out by the student during the practical training period; this shall be included, in the specified terms and together with all necessary documents, in the assessment process. The final grade will be the sole responsibility of the teaching team responsible for the practical training course.

The Final Undergraduate Project and the Master's Thesis will be regulated according to the guidelines established by the University.

**VII: Requirements for practical training**

The timetable, activities to be carried out, leave of absence regulations and other conditions deemed necessary for the undertaking of the practical training, shall be agreed on by representatives of the collaborating institutions, …...... (corresponding institution/body) and UNED.

The minimal duration of the practical training will correspond to the number of hours considered necessary for the practical training schedule of the programme in which the student is enrolled.

**VIII: Early Cancellation**

UNED shall be entitled to exclude from the programme for justified reasons any students that are not considered suitable throughout the development of the practical training programme.

**IX: Students' duties/responsibilities**

Student’s duties and responsibilities are those established under the legislation in force on the external practical training of university students in addition to those agreed on by the representatives of the collaborating institution (the collaborating institution/body) and UNED.

Given the educational nature of the programme, students shall not be allowed to sign or take responsibility for reports or actions that require a professional qualification.

**X: Nature of the agreement**

In accordance with Article 4.1. of the *Public Sector Contract Act*, as amended by Order-in-Council 3/2011, of 14 November (Official State Bulletin of 16 November), this cooperation agreement is deemed to be administrative in nature and is excluded from the specific terms of the said Act, being governed by this Act, however, subsidiarily for the resolution of doubtful issues or legal gaps that might arise (Article 4.2).

All legal issues that may arise between the parties to this agreement with regard to the effects, performance and termination of this contract shall be subject to the jurisdiction of the administrative courts.

**XI: Personal Data Protection.**

The parties to this agreement are required to comply with the requirements established in the regulations applicable to the subject, that is Spanish Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights and the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, concerning the protection of natural persons with regard to the processing of personal data and the free movement of these data and by which repeals Directive 95/46 / EC.

**XII: Mixed Commission for monitoring the agreement**

By agreement, both parties with create a Mixed Commission whose objectives will be the programming, monitoring, and evaluation of the activities derived from the present Agreement.

The Mixed Commission will be governed, in all matters not covered explicitly in this Agreement, by the provisions of the collegiate bodies in Article 15 and the following articles of Law 40/2015, October 1, of the Legal Regime of the Public Sector.

This collegiate body can receive the assistance of any technicians it deems necessary, who will have a voice but no vote.

Any doubts that may arise regarding the interpretation, modification, resolution, and effects in the application of the present Agreement will be resolved by the Mixed Commission.

**XIII: Duration of the Agreement**

This Agreement shall enter into force on the date of its signature, and will be valid for four years, which could be extended once for a further four years, except in the event that one of the parties opposes such continuation and gives a minimum three-month notice.

With the aim of achieving the broadest collaboration and in witness hereof, the hereto have signed two original copies of this Agreement at the place and on the date in the Heading.

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| THE RECTOR, (delegate signature)Rectorate Resolution of 16 March 2018(Spanish Official Bulletin "Boletin Oficial Del Estado" of 21 March)Director of the Centre, Dean, etc. | (Collaborating institution) |
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ANNEX. INTERNSHIP PLAN

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| THE STUDENT |
| Name:Address: City:Phone: E-mail: |
| THE SENDING INSTITUTION |
| UNED (in Spanish, Universidad Nacional de Educacion a Distancia)Name legally responsible person:Title:Date of the Agreement:Degree/Master programme: Faculty:Student academic supervisor: E-mail:Name: Phone: |
| COLLABORATING INSTITUTION |
| Name of the entity:Address: City: Institution representative:Title:Fields of Activity:Student supervisor: Name: E-mail:Title: Phone: |
| INTERNSHIP OFFER |
| *Description of the host organization and internship position with as much detail as possible.*  |
| COMPETENCIES AND LEARNING OUTCOMES |
| *Reason for the internship, the learning objectives and a concise description of the internship assignment.* |
| INTERNSHIP ACTIVITIES |
| *A substantive description of the activities carried out during the internship, as well as argumentation for why these activities are in keeping with and relevant to the degree/master programme, and in which way they fit in with the learning objectives* |
| PROPOSED TIME SCHEDULE |
| *Duration of the internship, for a continuous period of time or a part-time equivalent**(indicate the weeks, days and number of hours for this latter option);* |