**CÓDIGO**



# FRAMEWORK COLLABORATION AGREEMENT BETWEEN THE UNIVERSITY OF LEON AND ......................... ON WORK EXPERIENCE AND/OR FINAL YEAR PROJECTS CARRIED OUT BY UNDERGRADUATE, MASTER OR DOCTORATE STUDENTS OF THE UNIVERSITY OF LEON

**In Leon, on the...................of...................., 201...**

**THIS CONTRACT IS ENTERED INTO:**

Between Ana I. Garcia Perez, Pro-Vice Chancellor of the University of Leon, a position to which she was appointed by the Vice Chancellor under the Resolution of the 28th April, 2016, to whom powers have been delegated for this purpose under the Resolution of the Vice Chancellor of the University of Leon of the 11th May, 2016, acting on behalf of the University of Leon under the powers conferred by Article 20 of the Organic Law 6/2001 of the 21st December, on Universities, and Article 78 of the Statutes of the University of Leon, adopted under Resolution 243/2003 of the 23rd October, of the Regional Government of Castile and Leon, domiciled in Leon, Avda. Facultad de Veterinaria No. 25 and with CIF No. Q2432001B.

And .........................................................................., acting on behalf of [1](#_bookmark0)

............................................................................ with Company Registration Number ………………. and address

in[2](#_bookmark1)…………………………….. (hereinafter known as the partner institution) in his/her capacity as [3](#_bookmark2)

................................................................. of this entity, and with sufficient authority to sign this

Agreement, as is shown by [4](#_bookmark3) ...................................................................

# STATE

That one of the functions of the University of Leon is to promote work experience and placements in companies and organisations that contribute to the training of students in conjunction with their academic work.

That the partner institution considers it beneficial to its institutional purposes to establish a partnership enabling temporary incorporation of University of Leon students into its organisation in order to undertake work experience.

Consequently, the signatory parties, pursuant to the Regulation regulating University of Leon undergraduate, Master and Doctorate's degree work experience placements, approved by the Governing Council at its meeting on the 02-10-2014 (hereinafter, the Regulation), Royal Decree 592/2014 of the 11th of July, Royal Decree 1393/2007 of the 29th October and other general or internal rules of application, hereby formalise the Framework Collaboration Agreement in accordance with the following

# PROVISIONS

**One**. - **Purpose of Framework Agreement**

By this Agreement, a partnership programme is established between the University of Leon and the partner institution for work experience and/or undergraduate or Master's degree final year projects carried out by students of the University of Leon.

Prior to the commencement of each work experience placement, a work experience Specific Agreement shall be signed for each student. This agreement shall be deemed an annex to the present document and, as a minimum, it shall contain the student's personal details, details of the training project, the educational objectives of the same and the activities which will be carried out, the location where the work experience placement shall take place, the duration of the placement and the name of the University of Leon tutor and the tutor/co-tutor of the partner institution. These annexes shall be signed by an official

1 Indicate the name of the entity, and the registration number in the corresponding registry.

2 Address for the purposes of correspondence arising from the Convention (street/square, locality, postcode)

3 Indicate the position that the signatory holds in the entity.

4 Indicate the document that confers sufficient powers on the signatory to act on behalf of his/her entity: this can be a power of attorney, an agreement of the General Assembly or similar body of the entity or a rule specifying said authorisation.

of the University of Leon[5](#_bookmark4), and the tutors and student concerned in each case, who thereby expressly accept the contents of this Agreement and other applicable regulations, once having declared their knowledge of the same.

Given the educational nature of these work experience placements and/or final year projects, participation shall not establish any employment connection or relationship, nor shall the tasks involved constitute a replacement for the tasks inherent to positions of employment.

Similarly, in the event that having concluded his or her studies, the student subsequently becomes a member of staff at the partner institution, the period of work experience and/or final year project work shall not count towards length of service nor shall it exempt the student concerned from the probationary period, unless other provisions have been expressly stipulated in the corresponding collective agreement.

# Two.- Academic work experience placements [6](#_bookmark5)

Academic work experience placements may form part of the curriculum or may be extracurricular, as determined in the Annex.

# Three. - Selection of students

The selection of students who are to carry out the work experience and/or final year project shall be conducted in accordance with the terms agreed between the University of Leon and the partner institution, through appropriate selection procedures and depending on the number of placements offered by the entity.

# Four. - Obligations and rights of the partner institution

The Partner Institution shall be entitled to suspend the work experience placement if the student fails to fulfil his or her duties, following consultation with the student and the academic tutor.

Similarly, the Partner Institution assumes the obligations contained in clause 3.4 of the Regulation, one of which is to assign a work experience tutor whose responsibility it will be to assist the students.

# Five. - Obligations of the University of Leon

It will be the duty of the University of León:

* To assign an academic tutor for students carrying out work experience, whose obligations and rights are set out in Articles 1.2.2 and 2.4 of the Regulation.
* To take out a civil liability policy that covers any accidents suffered by students carrying out work experience and ensure that all students carrying out work experience are covered by Student Insurance or, failing this, by another private insurance policy that covers possible accidents.

# Six.- Obligations and rights of students

The obligations and rights of students on work experience placements are set out in the corresponding articles of the Regulation; in addition, they shall comply with the timetable agreed with the company for carrying out the work experience and with the institution's regulations pertaining to internal discipline. They shall also undertake to carry out the activities comprising their work experience properly, to observe the indications of the tutor or co-tutor of the company and, once their placement has concluded, to deliver the final report and work experience questionnaire to their academic tutor within the established deadline.

# Seven.- Those responsible for the Framework Agreement

Those responsible for the implementation of the activities envisaged under the Agreement and for monitoring of the same are:

- On behalf of the University of Leon, the Pro-Vice Chancellor for Students and Employment or the person to whom he or she delegates this task, and

5 Coordinator of the Undergraduate or Master's Degree in the case of curricular Undergraduate or Master's Degree work experience or Undergraduate or Master's Degree final year projects. In the case of extracurricular work experience, this shall be the person responsible in the Employment Office or the International Relations Office, as appropriate.

6 Optional provision, only to be included when a specific kind of work experience is to be conducted with the partner institution.

- On behalf of the partner institution,.......................................................

These persons will be responsible for ensuring the proper implementation of the activities envisaged under this Agreement and for trying to resolve any potential disputes that may arise between the parties in an amicable manner.

They may at any time propose amendments to the provisions of this Agreement to the other party; similarly, they may at any time propose the removal or addition of any other provision they deem appropriate.

# Eight.- Certificates

On completion of the period of work experience and/or final year project, the partner institution shall issue a certificate for the student explicitly stating the duration of the work experience placement or the duration of the final year project work carried out, and indicating the student's performance.

In turn, the University of Leon shall issue a certificate for the company tutor/co-tutor acknowledging their collaboration during implementation of the work experience placement and/or final year project.

On completion of the work experience placement, the company tutor/co-tutor shall, on behalf of the partner institution, write a report detailing and assessing the activity undertaken by the student.

# Nine. - Grant or study assistance.

The partner institution may provide the student with financial support, in which case, this shall be stated in the Annex.

**Ten**. - **Privacy**

Both parties agree to treat the personal details of students undertaking this work experience or final year project work in accordance with the current legislation regarding the Protection of Personal Data.

# Eleven. - Period of validity of the Framework Agreement

This Agreement shall enter into force from the date of signing and shall be valid for four academic years. At any time before the end of the envisaged period, the signatories of the agreement may expressly and unanimously agree upon a single extension for a period of up to four additional academic years. In this case, the extension agreement request given in the ANNEX must completed and signed by both parties.

For the purposes of this Agreement, an academic year is understood to be that period which elapses between the start of academic activities and their completion in the following calendar year.

**Twelve**. - **Grounds for termination**

This Agreement shall be terminated:

* Due to expiration of the Agreement without having agreed to an extension of the same.
* Due to breach of the obligations and commitments entered into, by either of the signatories.
* Due to a judicial decision declaring the **Agreement** null.
* Due to any reason other than the foregoing envisaged in this **Agreement** or the law.

Upon termination of the Agreement, students participating in the training activities under the terms of the Agreement must be guaranteed the possibility of completing them.

# Thirteen. - Interpretation of the Agreement

This Agreement is administrative in nature, governed in its interpretation and implementation by the applicable administrative law.

And in witness whereof, both parties hereby sign this Agreement in duplicate, in the place and on the date which appear in the heading.

On behalf of the University of Leon. For THE PRO-VICE CHANCELLOR OF STUDENTS

AND EMPLOYMENT

Signed: Ana I. Garcia Perez Signed: