LA PRESENTE TRADUZIONE NON COSTITUISCE UN ATTO UFFICIALE.

PUò ACCOMPAGNARE LA VERSIONE IN ITALIANO,

MA SOLO QUEST’ULTIMA, APPROVATA DAL SENATO ACCADEMICO, DEVE ESSERE SOTTOSCRITTA

***AGREEMENT FOR TRAINING AND ORIENTATION INTERNSHIP***

*Between*

Università Politecnica delle Marche (promoter) based in Ancona, piazza Roma 22, fiscal Code n° 00382520427 referred to as "promoter", represented by Prof **Nunzio Isidoro**, Director of the Department of Agricultural, Food and Environmental Sciences, born in Pescara on 25th March 1956, domiciled for office at the headquarters of the aforementioned Department located in Ancona, **via Brecce Bianche – Monte Dago**, authorized to stipulate this deed by the Rector's decree **n° 598 of 11/06/2018;**

AND

 (name of the host company)

with registered office in ……………………………., street .

Fiscal code , phone: ,

e-mail: , henceforth referred to as the "Hosting Party",

represented by Sig , born in

 on

(hereinafter also jointly referred to as "the Parties")

Given that:

* in order to facilitate professional choices through direct knowledge of the labour market and to create alternative phases between study and work along the training processes, the subjects referred to in art. 18, paragraph 1, letter a), of the law 24 June 1997, n. 196, can promote training and orientation internships in companies for the benefit of those who have already fulfilled their compulsory education pursuant to the law of 31 December 1962, n. 1859.
* The DM 509/99, "Regulation containing rules concerning the didactic autonomy of universities", introduces, among the training activities indispensable for the purposes of the training and qualifying objectives, those activities aimed at facilitating the professional choices , through direct knowledge of the labour market, including training and job orientation internships as per Ministerial Decree 142/98 .
* Consistently withthe consultation forms envisaged by the Reform of academic studies, it’s necessary to develop adequate forms of connection between training paths and labour market, in order to improve the quality of the training processes and to encourage the dissemination of entrepreneurial cultureThe Parties intend to enter into the following convention agreement (hereinafter "Agreement")

The following is agreed:

**Art. 1 - SUBJECTS**

Pursuant to art. 18 of the law 24 June 1997, n. 196, the host entity

 **(report the name of the Company**

**host)** undertakes to welcome n. students in

training and orientation internship on the proposal of the promoter, within the limits

set by art. 1, paragraph 3, of the Ministerial Decree 142/1998 (see note[[1]](#footnote-1)) and

pursuant to articles 4 and 5 of the implementing decree of art. 18 of law 196 of

1997.

**Art. 2 - Procedure and training and orientation Project**

1. The training and orientation internship, pursuant to art. 18, paragraph 1, letter d), of law no. 196 of 1997, does not constitute an employment relationship.
2. During the internship, the training and orientation activity is followed and verified by a tutor appointed by the promoter as didactic-organizational manager, and by a company manager, indicated by the host subject.
3. For each trainee inserted in the host company on the basis of this Agreemento, there is a training and orientation project containing:
* The name of the trainee;
* The names of the company tutor and the company manager;
* Objectives and procedures of carrying out the internship, including the indication of the time spent in the company;
* The corporate structures (plants, offices, departments, offices) where the internship takes place;
* The identification details of INAIL and civil liability insurance.

**Art. 3 - Obligations of the trainee**

1. During the training and orientation internship, the trainee is required to:

* Carry out the activities foreseen by the training and orientation project;
* Respect the rules on hygiene, safety and health in the workplace;
* Maintain the necessary confidentiality with regard to data, information or knowledge regarding production processes and products, acquired during the internship.

**Art. 4 - Obligations of the promoter**

1. The promoter ensures the trainee(s) against work accidents at Inail, as well as civil liability with insurance companies operating in the sector.
2. The promoter undertakes to send the region or the delegated province, the provincial structures of the Ministry of Labor and Social Security competent for the area in terms of inspection, as well as the company union representatives, a copy of the Convention and of each training project and orientation.

**Art. 5 - Obligations of the host entity**

 The host entity must commit to:

* Respect and enforce the whole training projects;
* Draw up, at the end of the internship, a final assessment about the progress of the project and about the achievement of the objectives, to be presented to the academic tutor;
* Report to University any changes in the duration of the internship indicated in the training and orientation project, as well as early interruption or extension. The latter must be requested within 20 days prior to the deadline indicated for the end of the project.
* In case of an accident during the internship, the host undertakes to report the event, within the timeframe provided for by the current legislation to the promoter.

**Art. 6 - Safety and prevention**

1. Pursuant to art. 10 of Ministerial Decree 363/98, all the obligations provided for by Legislative Decree number 81 of April 9, 2008 (and subsequent amendments and additions) are borne by the Host Party as regards the trainee / s.

2. At the beginning of the traineeship, the host provides the trainee with detailed information on the specific risks existing in the work environment in which it is intended to operate and, on the prevention, and emergency measures adopted in relation to the activity.

3. The staff involved of the Promoting Party (including trainee) is required to comply with the disciplinary and safety regulations in force in the places of execution of the activities related to this contract, in mutual respect of the regulations for the safety of workers pursuant to Legislative Decree n. 81/2008 and subsequent amendments and additions. Trainees are required to comply with the prevention and protection rules dictated by the Host who will ensure their knowledge in advance.

**Art. 7 - Treatment of personal data**

The Parties, within the scope of their autonomy, maintain their respective status as independent data controllers pursuant to art. 24 of EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation - hereinafter for brevity simply «GDPR») and, to this end, they undertake, each as far as it is responsible and under its sole responsibility, to ensure that the processing of personal data collected and / or obtained for the purpose of the execution of this agreement in the context of the pursuit of its institutional purposes, takes place in compliance with the provisions of the GDPR, including the fulfilment of the disclosure obligations towards the interested parties and the adoption of methods such as to protect the confidentiality, integrity and availability of the personal data being processed.

**Art. 8 - Duration**

This Agreement has a three-year duration from the date of signing and renewable for the same period subject to a written agreement between the parties, including through exchange of correspondence. The Party that intends to withdraw must notify it by fax or registered letter at least three months in advance. In any case, internships, started before the effective date of withdrawal, must be guaranteed for the entire duration of the same as defined by the individual training projects.

**Art. 9 - Responsibility**

No financial burden on the Parties will result from this Convention. With the exclusion of damages caused with will full misconduct or with gross negligence, no Party will be responsible for loss of profit, production, commercial opportunities suffered by the other Party in connection with this Convention.

**Art. 10 – Applicable law and disputes**

This Convention shall be governed by Italian law. Any and all disputes arising between the Parties in connection with the Convention, which cannot be settled by amicable negotiations, shall be settled by arbitration in accordance with the law of Italy by a single arbitrator. The place of arbitration and all hearings shall be the place of the defendant/ …………..…………...

**Art. 11 - Registration and expenses**

This Convention is subject to registration only in case of use pursuant to art. 5, first paragraph of Presidential Decree 131 of 26/4/1986 and art. 4, Tariff Part Two attached to the same decree. All related expenses, including the stamp, shall be borne equally by the Parties.

**Art. 12 – Prevention of corruption**

The parties mutually undertake to adopt, within the framework of their respective autonomy, all appropriate measures to avoid the commission of crimes/ offences based on the provisions of Legislative Decree 231/2001 as amended and of Law 190/2012 as amended.

**Art. 13 - Referral**

For all that is not expressly indicated in this agreement, the provisions of the rules in force in the matter shall remain unaffected, insofar as they are compatible.

Ancona, lì ………………….., ……………………, lì ………….. Stamp and Signature for the Promoter Stamp and Signature for the Host Subject

1. The Numerical limits imposed by Ministerial Decree 142 of 25 March 1998, art. 1, point 3 for the simultaneous activation of internships:

|  |  |
| --- | --- |
| N ° Employees hired for an indefinite period | N° of trainees hosted simultaneously |
| Up to 5 units | 1 |
| From 6 to 19 units | 2 |
| Greater than or equal to 20 units | Up to a maximum of 10% of the units |

 [↑](#footnote-ref-1)