**AGREEMENT REGULATING CURRICULAR INTERNSHIPS**

Having regard to Article 18 of Law No 196 of 24 June 1997 (rules on training and occupational internships) establishing that training and occupational internships are activities ‘*aimed at alternating work experience and study as well as at facilitating the choice of a profession through direct work experience*’;

Having regard to Italian Ministerial Decree No 142 of 25 March 1998 (Regulation on the implementation of the principles and criteria referred to in Article 18 of Law No 196 of 24 June 1997 on training and occupational internships);

Having regard to Article 10(5) of Ministerial Decree No 270 of 22 October 2004 (Amendments to the Regulation on universities’ autonomy in education, approved by Ministerial Decree No 509 of 3 November 1999) stating that any degree course must also include ‘*educational activities aimed at facilitating the choice of a profession, thanks to direct knowledge of the work sector to which that degree may give access, including, in particular, training and occupational internships as referred to in Decree No 142 of 25 March 1998 issued by the Italian Ministry of Labour’;*

Having regard to Italian Legislative Decree No 81 of 9 April 2008 and subsequent amendments and additions;

**NOW THEREFORE, THE PARTIES CONVENE AS FOLLOWS**

**BETWEEN**

The Department of Engineering and Architecture of the University of Trieste, hereinafter referred to as ‘Promoter’, has its registered office in Piazzale Europa 1, 34127 Trieste, is identified by tax code No 80013890324 and is legally represented by the Director of the Department, Prof. Paolo Gallina, born in Castelfranco Veneto (TV) on September 18, 1971. For the purposes of this document, the Director of the Department is domiciled at the headquarters of the University and does not act as an individual but as Acting Rector

 **AND**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (company name), hereinafter referred to as “Host”, has its registered office in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address, city), is identified by tax code / VAT number No \_\_\_\_\_\_\_\_\_ and is legally represented by \_\_\_\_\_\_\_\_\_\_\_\_, born in \_\_\_\_\_\_\_\_\_ (\_\_\_) on \_\_/\_/\_\_\_\_\_, in their capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_.

All hereinafter referred to jointly as 'the Parties’ and individually as ‘the Party’.

**WHEREAS**

* Internships are not forms of employment. During their internship, students cannot be assigned productive roles, unless this is necessary to achieve the particular objectives envisaged by the training project. Therefore the Host undertakes not to require the trainee to comply with contractual productivity standards, obligations or production deadlines;
* during the internship, students’ activity is supervised and verified by a tutor designated by the Promoter as their educational-organisational supervisor and by a company tutor, indicated by the Host;
* for each student hosted on the basis of this agreement, a training project is prepared by the Department containing:
	+ the name of the student;
	+ the name of the company tutor and the university tutor;
	+ the internship duration, objectives and details, with an indication of the periods of time the student must spend at the Host’s premises;
	+ the facilities (sites, buildings, departments, offices) where the internship will be held;
	+ the details of the insurance policy issued by the Italian National Institute for Insurance against Accidents at Work (INAIL) and the appropriate insurance company for third-party liability;
* at the end of the internship, the Promoter shall certify the activity carried out by the student.

**Article 1 – Commitment of the Host**

**1.** TheHost undertakes to host students enrolled in degree courses offered by the Promoter as training interns.

**2.** The Host undertakes to inform the Promoter of the possible establishment of a subsequent employment relationship with the student.

**3.** The Host undertakes not to make the student exceed the working time and schedule set in the training project signed with the Department.

**4.** In case any accidents should occur during the internship, the Host is required to sent a report to the Promoter.

**Article 2 – Commitment of the student under internship**

1. During their internship, students have the following duties:
* carrying out the activities set in their training project by observing the agreed timetables and by respecting the Host’s working environment and its need for activity coordination;
* complying with any rules on Health and Safety in the workplace;
* complying with any confidentiality obligations on the disclosure and use of data, information and knowledge relating to production processes and products acquired during their internship;

**2.** If a student engages in conduct detrimental to the rights or interests of the Host, the latter may suspend or interrupt their internship after informing their university tutor.

**3.** If a student wish to end their internship before its natural end, whatever their reason, they must give written notice in due time to both the Promoter and the Host.

**4.** If the internship is carried out in a public body, the Host may interrupt the internship whenever the student fails to comply with the legal provisions referred to in Article 2(3) of Italian Presidential Decree No 62 of 16 April 2013 (obligations of conduct laid down in the Code of Conduct for Civil Servants). Public bodies must extend this obligation as much as possible to all their collaborators or consultants, no matter their type of contract, assignment or role. The same obligation applies to members of institutional bodies and offices directly collaborating with political authorities, as well as to individuals collaborating in any capacity with companies providing goods or services for public bodies.

**Article 3 – Insurance coverage**

**1** The Promoter guarantees students’ insurance cover against accidents at work through its institutional policy at the National Institute for Insurance against Accidents at Work (INAIL) and by means of a third-party liability policy with another insurance company. In the event of an accident during the internship, the Host must send a timely and detailed report to the Promoter, which will then have to inform the insurance institutions following the provisions and deadlines set by law.

**2.** If required, the Promoter undertakes to periodically send data on the present Agreement and subsequent training and occupational projects to: the Friuli Venezia Giulia Region, the relevant provincial offices of the Ministry of Labour and Social Policies in charge of inspections, and the local sections of the main trade unions at national level.

**Art. 4 - Measures on health and safety at work**

**1.** Pursuant to Article 2(1)(a) of Italian Legislative Decree No 81/08 (consolidated law on health and safety at work), for all the purposes of that legislative decree, interns must be considered as ‘workers’.

**2.** Before entering the Host’s facilities, students must complete the mandatory health and safety training course through the Promoter’s e-learning platform. Pursuant to the current agreement between State and Regions on ‘workers’ training’, the mandatory health and safety training is composed of a 4-hour general course plus a 4-hour specific course.

The Host has the right to request certificates of successful completion of the general and specific training courses provided by the Promoter.

**3.** In accordance with current legislation on health and safety at work, as well as with University provisions on the matter, the Host also has the following obligations:

* + the employer or their delegate must fill in the relevant ‘risk assessment document’ prepared by the Promoter and send it to the student's department, in order to verify if the risks the student may face require specific health surveillance under Article 41 of Italian Legislative Decree No 81/08. The Promoter will assess the necessity to fulfil any health surveillance obligations and will eventually certify the student’s fitness to carry out the activities covered by the internship;
	+ providing any personal protective equipment (PPE) and training required by law;
	+ provide any additional training related to the level of risk in their production/work environment, in accordance with Article 37 of Italian Legislative Decree No 81/08 (training of workers and their representatives) and the relevant agreement between State and Regions;
	+ informing students of the company’s organisation pursuant to Article 36 of Italian Legislative Decree No 81/08. Special attention shall be paid to the company's organisation chart for health and safety, with particular attention to the following: H&S head and supervisor for the purposes of Italian Legislative Decree No 81/08; the location and organisation of the company’s Health and Safety Services (HSS); all procedures in case of emergencies; the identity of emergency staff in charge of first aid and firefighting measures;
	+ adding to the student’s training project the name of their company supervisor within the meaning of Article 2(e) of Italian Legislative Decree No 81/08.

**4.** The Promoter has the following obligations:

* on the basis of the ‘risk assessment document’ provided by the Host, the Promoter's Medical Officer may require the student’s health surveillance through the technical and organisational support of the University’s Health and Safety Services;
* if the Medical Officer declares that health surveillance is necessary for the student, the Promoter shall send the Host a copy of the student’s fitness assessment for their expected tasks in order to allow the Host to welcome the student accordingly.

**Article 5 – Exclusion clause**

The Host shall not assume any obligations in the name of the Promoter nor shall it act in its name. The Host will always and exclusively act in its own name and on its own account, except with explicit authorisation from the University.

The Promoter shall not assume any obligations in the name of the Host nor shall it act in its name. The Promoter will always and exclusively act in its own name and on its own account, except with explicit authorisation from the Host.

The Promoter will not have to honour any obligations entered into by the Host, just as the Host will not have to honour any obligations entered into by the Promoter.

**Article 6 – Code of Ethics and Code of Conduct**

Insofar as applicable, the parties undertake to ensure that all their employees and/or collaborators shall observe the rules, procedures and principles set by their respective codes of ethics and codes of conduct.

In the event that the Host does not have a Code of Ethics, the Host shall declare to have read and accepted the provisions contained in the Code of Ethics, the Code of Conduct and the Three-Year Corruption Prevention Plan adopted by the Promoter and available on the University’s website.

**Article 7 – Non-discrimination clause**

The Parties undertake to respect and promote diversity and equality. Neither Party shall discriminate against or make decisions based on race, colour, religion, sex, sexual orientation, national origin, disability or other characteristics protected by law. The Parties undertake to ensure a safe, inclusive and non-discriminatory working environment and to take all necessary measures to prevent and address all forms of discrimination. Any breach of this clause will be considered a serious breach of this Agreement and may result in sanctions or termination of the Agreement.

**Article 8 – Protection of personal data**

**1.** Pursuant to and for the purposes of Italian Legislative Decree No 196 of 30 June 2003 and EU Regulation No 2016/679, the personal data provided and collected in this document will be processed, including by electronic means, exclusively in the context of the procedure for which this agreement is signed.

The Parties undertake to process the aforementioned personal data in accordance with Italian Legislative Decree No 196 of 30 June 2003, as amended and supplemented by Italian Legislative Decree No 101 of 10 August 2018 and subsequent amendments and additions, and Regulation (EU) 2016/679 (GDPR).

The Parties assume the status of Joint Controllers in accordance with the provisions of Article 26 of the GDPR in relation to the processing specified in the Joint Controllership Agreement (Annex IV) which is signed by the Parties and forms an integral part of this Agreement.

**Article 9 – Final provisions**

**1.** This Agreement shall be traditionally signed with a double signature (either wet signature or digital signature). The Agreement shall be deemed to have been signed by the Parties on the date on which it is signed digitally in the cases provided for by the legislation in force or on the date on which the original documents are signed using pen and ink.

**2.** If the agreement is signed digitally, the Promoter will provide for the virtual fulfilment of the stamp duty in accordance with and for the purposes of Italian Presidential Decree No 642 of 26 October 1972 and subsequent amendments and additions, as well as of Italian Ministerial Decree No 410181 of 17 June 2014 (Revenue Agency authorisation No 410181 of 1993).

**3.** The present Agreement is only subject to registration in case of use (Article 4, part II on tariffs of Italian Presidential Decree No 131/1986). Registration fees shall be borne by the requesting party.

**4.** Without prejudice to any attempt at an amicable and extrajudicial settlement, the Parties agree that for any dispute concerning or resulting from this act will be exclusively devolved to the competent Court of Trieste. The arbitration of the dispute is excluded.

**5.** The preamble and any annexes to the present Agreement are an integral and substantial part of it.

**6.** The present Agreement shall be valid for **three years** from the date of the Promoter’s signature. The agreement is not tacitly renewable. The commitments entered into by the Parties under this Agreement shall remain in force until the internship(s) and any subsequent extensions are completed.

**Article 10 – Costs**

The internship shall not entail any financial or other costs for the Promoter and the Host, other than those assumed under this agreement or those autonomously decided by the Host.

**Article 11 – Anti-money laundering**

The Parties shall ensure that financial transactions are traceable in order to prevent criminal infiltration, in accordance with the provisions of Article 3 of Italian Law No 136 of 13 August 2010 (Traceability of financial transactions), as well as implementation memorandums.

(For the **Promoter**)

The Director of the Department

Prof. Paolo Gallina \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Digital document drawn up and digitally signed by the Promoter pursuant to Articles 20 and 21 of Italian Legislative Decree No 82/2005 (Digital Administration Code).

(For the **Host**)

Mr./Mrs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Digital document drawn up and digitally signed by the Host, pursuant to Articles 20 and 21 of Italian Legislative Decree No 82/2005 (Digital Administration Code).