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**WORK TRAINING AGREEMENT (v.1.20)**

(Law No. 196, 24.06.97, art. N. 18 – Ministerial Decree No. 142, 25.03.98 – Ministerial Decree No. 509, 03.11.99 – Ministerial Decree, 04.08.00 – Ministerial Decree 28.11.00 - Ministerial Decree 22.10.2004 N. 270 - Ministerial Decrees 16.03.2007 ­ - FVG Region Pres. Decree 103/2010 - Law No. 92, 28.06.2012)

BETWEEN

The **DEPARTMENT OF ENGINEERING AND ARCHITECTURE, UNIVERSITY OF TRIESTE**, with headquarters in Piazzale Europa 1, Trieste (Tax Code 80013890324), hereinafter referred to as the “Promoter”, represented by its Director, prof. Alfredo CONTIN, born in Udine (UD) on 30th January 1955.

AND

**COMPANY/INSTITUTION NAME**, with legal headquarters in Town/City (Country), adress, post code, (tax code/vat registration), hereinafter referred to as the “Host Company” represented by name and surname of the legal rapresentative , born in place of birth on date of birth.

Considering that:

* + Article 10 of Ministerial Decree No. 509 of November 3rd 1999 lays down that the achievement of educational qualifications necessarily entails training designed to further linguistic, computer and relational skills, and other areas of expertise useful in finding employment, as well as training aimed at facilitating career choices, through first-hand knowledge of the field of employment to which the qualification may provide access, specifically including work training as laid down in Decree No. 142 of the Ministry of Labour of March 25th 1998;
	+ In implementation of Law No. 196 of June 24th 1997, Ministerial Decree No. 142 of March 25th 1998 provides for the promotion of work training in companies and lays down that in order to facilitate career choices through first-hand knowledge of the world of work and organise alternating periods of study and work training in the educational process, the subjects specified in Article 18, para. 1, letter a) of Law No. 196 of June 24th 1997 may promote work training schemes in companies for the benefit of those who have completed their compulsory school education under Law No. 1859 of December 31st 1962;
	+ The Ministerial Decree of August 4th 2000 lays down that degree courses have the aim of providing students with a proper command of general academic methods and contents, as well as specific professional expertise;
	+ The Ministerial Decree of November 28th 2000 provides for work training periods related to the specific aims of single courses;

The following is hereby agreed:

**Art. 1**

Under Law No. 196 of 24.06.1997, Ministerial Decree No. 142 of 25.03.1998, Ministerial Decree No. 509 of 03.11.1999, Ministerial Decree 22.10.2004 n. 270, the Ministerial Decree of 04.08.2000, the Ministerial Decree of 28.11.2000, Ministerial Decrees 16.03.2007 COMPANY NAME undertakes to receive, on its premises, persons for work training at the proposal of the University of Trieste.

**Art. 2**

2.1. Work training does not constitute any employment contract.

2.2. During work training, activities will be monitored and assessed by a tutor appointed by the promoter, responsible for teaching and organisation, and by a company manager, appointed by the host company.

2.3. For each trainee working at the host company under this Agreement, a training plan will be drawn up, specifying:

* the name of the trainee;
* the names of the tutor and company manager responsible;
* the aims and methods of the work training, including an indication of the time to be spent in the company;
* the company premises (factories, centres, departments, offices) in which the training is to be carried out;
* identification details required for INAIL accident insurance and civil liability insurance.

**Art. 3**

3.1. During the work training period, trainees will be required to:

* carry out the activities laid down in the training plan;
* observe workplace health, hygiene and safety regulations;
* adhere to the confidentiality of data, information and knowledge regarding products and production processes obtained during work training.

**Art. 4**

4.1. The promoter will insure the trainee(s) against accidents at the workplace with INAIL, and for civil liability with the appropriate insurance companies. In the event of accidents during work training, the host company undertakes to provide notification to the promoter of the event in question and to promptly send the trainee(s) to a first-aid. The promoter will inform the Police local authority and INAIL of the event, within the time limits specified in the relevant regulations.

4.2. The promoter undertakes to provide copies of the Agreement for each work training plan to the delegated Regional or Provincial authorities, the Provincial offices of the Ministry of Labour and the local Social Security offices responsible for inspection, and to the trade union representatives in the host company.

**Art. 5**

In accordance with Legislative Decree 81/08 and the subsequent modifications and supplements thereto, and with Legislative Decree 363/98 and University regulations relating to workers’ health and safety, the host company is required to:

* train and inform trainees with regard to any risks attached to the company;
* implement health supervision where required;
* provide protective clothing and equipment where required.

Through its designated doctor, the University will provide for the certification of trainees’ fitness to carry out work training, should it be requested to do so by the host company.

**Art. 6**

6.1. This Work Training Agreement lasts one year from the date of signing and it shall be tacitly renewed every year.

6.2. Both sides will be entitled to terminate the agreement through at least 30 days written notice.

**Art. 7**

This Work Training Agreement is drafted in two original copies and is subject to legal stamp duty as from origin pursuant to Italian Presidential Decree num.642/1972, art. 2 of the Attachment A.

|  |  |
| --- | --- |
| (signature of the legal representative, stamp and date on behalf of the Host Company) | (signature of the legal representative, stamp and date on behalf of the Promoter) |
| **position in the company/institution****Title, Name and Surname** | **The Director****prof. Alfredo CONTIN** |
| Place, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | Trieste, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

Attachment 1

**HOSTING COMPANY FORM**

(To fill by the company/institution/freelancer/..)

|  |  |
| --- | --- |
| **Name of Company/Institution/****Freelance** | **[insert name of company/institution]** |
| Street/Square |  |
| Street number |  | ZIP code |  |
| City |  | State |  |
| Tel |  | Fax |  |
| Email |  | PEC |  |
| Website |  |
| Tax code |  |
| VAT registration |  |
| Major activity |  |
| Number of permanent employees |  |
| **Contact person for the work training activities:** |
| Surname and name |  |
| Held position |  |
| Telephone |  | Fax |  |
| Email |  | PEC |  |

**PRIVACY LEGAL TERMS**

Dear Sirs,
pursuant to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), your personal information will be treated accordingly to the principles of correctness, lawfulness, transparency and protection of your privacy and of your rights.

According to the article 13 of the Regulation (EU) 2016/679, we provide the following information:
1. The data you voluntarily provide will be used, within the limits of privacy legislation, in order to complete your traineeship application.

2. Your application may be handled on paper or through a computer system.
3. Your personal data will be accessible to the University of Trieste personnel, employees and consultants ONLY.

**CONSENT** (optional)

I authorize the publication of information, that I personally filled in, on the website of the Department of Engineering and Architecture of the University of Trieste.

YES [ ]  NO [ ]

DATE

SIGNATURE AND STAMP …………………………….……………..