

n° _____ dated _____

BETWEEN

University studies of Campania LUIGI VANVITELLI, Caserta Campus, Viale Lincoln n.5, Caserta 81100, Italy, Tax Code and V.A.T. Reg. no. 02044190615, website: www.unicampania.it, pec: protocollo@pec.unicampania.it, Representative: Rector pro tempore **Giuseppe PAOLISSO**, born in Benevento on 09.02.1957

AND

(Name of the Company, Institution or Organization)

Tax Code |_|_|_|_|_|_|_|_|_|_|_|_|_|_|, address _____

Postcode _____ Town _____ Prov. _____

henceforth referred to as the **Host** represented by _____

Birth place _____ Birth date _____

resident in hold position in¹ _____

address _____, authorized to do so by virtue of the office held.

GIVEN, in order to facilitate career choices through direct knowledge of the world of work, alternating study and work as part of the educational process, the subjects mentioned in art. 18, paragraph 1, letter a) of the Law Act of 24 June 1997 no. 196, may promote service training and orientation in business for the benefit of those who have already completed their compulsory education;

CONSIDERING the Council Regulation establishment of regulations for the implementation of the principles and criteria contained in Art. 18 of the Law Act of 24 June 1997 no. 196, on job training and guidance issued by the Ministry of Labor and Social Security issued by a Decree of 25 March 1998, n. 142;

CONSIDERING art. 10 of the Ministerial Decree October 22, 2004 n. 270 establishing implementing regulations on the objectives and activities of the qualifying degree courses;

CONSIDERING the Circular Letter of the Ministry of Labor and Social Policy n. 24 of 12 September 2011, whereby curricular internships are intended as job training and orientation for students **enrolled** at University on a degree course with the purpose of refining the learning process and the training over periods alternating between work and study, not specifically designed to facilitate job placement. Therefore, all educational activities that are part of the traineeships are awarded with credit points, as in the case of training towards dissertation completion.

CONSIDERING the Rector Decree no. 870 of 25 September 2013, subject to ratification of competent Government Bodies (resolutions of the S.A. no. 120 of 10 August 2013 and no. 533 of 31 March 2015),

IT IS AGREED AS FOLLOWS

Article 1

Eligibility requirements are an integral part of this Convention.

¹ Corporate office.

Article 2

Pursuant to art. 18 of the Law Act of 24 June 1997 no. 196, the Host Institution agrees to welcome into its facilities the indicated candidates for training and guidance, as defined in the eligibility requirements, as proposed by the Promoter, the total number not exceeding the provisions of art. 1 of the Decree of the Ministry of Labor March 25, 1998, n. 142.

Article 3

The traineeship and orientation, pursuant to art. 18, paragraph 1, letter d) of Law Act no. 196/1997, does not constitute an employment relationship.

Solely for the purpose and for the purposes of the Legislative Decree no. 81/2008 and subsequent amendments and additions, the trainee is deemed equivalent to the employees of the host institution

During the period of the traineeship, training and guidance activities are supervised and monitored by a tutor appointed by the Promoter, acting as a teaching assistant and by an academic tutor acting as a representative of the Institution indicated by the Host Institution.

For each trainee, in accordance with this Convention, a training and orientation plan is drawn up and signed by the Head of School / Department or his delegate, containing:

- a) the name of the trainee;
- b) the names of the teaching tutor/assistant and the academic tutor;
- c) the objectives and modalities of the traineeship, with indications of attendance timetable of the Host Institution;
- d) the facilities of the Host Institution (buildings, offices, departments, offices) where the training takes place;
- e) the identification and POS insurance for civil liability.

The internship will formally begin after formalization of the project and orientation.

Article 4

The Promoter shall insure trainees against accidents at work through POS, by means of a special rule of management on behalf of the State, in accordance with Articles. 127 and 190 of the T.U. n. 1124/1965, as well as for civil liability issued by the insurance company operating in the field.

The Promoter is committed to require the teachers who serve as mentors to explicitly assume the obligation of confidentiality with respect to information, documents and / or knowledge that comes into their possession in the course of cooperation covered by this Convention and to maintain strict confidentiality with respect thereto.

The Promoter is committed to implement health surveillance, information, training and provide personal protective equipment to its workers if exposed to risk.

Article 5

During the traineeship and orientation the trainee is required to:

- a) carry out the activities indicated in the project and orientation plan;
- b) comply with the rules of hygiene, health and safety in the workplace, as well as preventive measures and emergency measures required by the host Institution;
- c) maintain the necessary confidentiality and not to disclose to any third party without prior consent of the host Institution, information, documents and / or knowledge that has come into possession during the course of the traineeship. The obligation of confidentiality extends beyond the duration of the traineeship;
- d) keep a record of activities in the booklet diary given to the trainee by the Promoter, in the case of curricular training programs.

Article 6

The Host is required:

- a) to provide the trainee with the necessary means to carry out the agreed activities;
- b) to ensure the trainee's health and safety conditions provided by law and ensure he/ she is fully

aware of the contents of the emergency plan on site;

c) to apply the same measures as an equivalent employee, to the trainee, for the protection of health and safety at work of the Legislative Decree n. 81/ 08 and subsequent amendments and additions.

d) In case of accident during the period of traineeship, the event must be reported to the National Institute for Insurance against Accidents at Work and Police authorities within two days of the accident (with reference to the Insurance Policy number indicated by the Promoter) and any further obligations provided for by law and the Promoter;

e) to issue the trainee a certificate of traineeship with official signature and stamp affixed to the booklet diary in possession of the trainee, where one may infer and verify performance of the planned activities.

Article 7

The completion of the traineeship does not bind the Promoter and the Host Institution to financial or other obligations, except those undertaken under this Convention or those independently determined by the host Institution.

Article 8

This Convention has a duration of three years from the date of its signing and may be renewed upon its expiry, with the agreement of both partner institutions. Each party may, before the expiry, terminate the agreement by written notification by registered mail with acknowledgment of receipt, giving prior notice of not less than six months.

In case of cancellation completion of all training undertaken at that point, must be assured.

The present Convention shall terminate and replace any previous version agreement on behalf of both parties.

The Parties are committed to process personal data of individuals (natural persons and legal entities) under this Convention, as well as those involved in formation of traineeship entered into under this Convention, in accordance with requirements established by the current legislation.

Article 9

For all matters not laid down in this Convention, interested parties will refer to existing legislation.

Article 10

This document shall be prepared in triplicate, one of which will be handed to the Host and two to the Promoter.

Signature and Stamp of Promoter
THE RECTOR

Signature of Host