

## FACOLTA' DI BIOSCIENZE E TECNOLOGIE AGRO-ALIMENTARI E AMBIENTALI

### MEMORANDUM OF AGREEMENT FOR CURRICULAR INTERNSHIP (Extra EU)

#### between

The Faculty of Bioscience and Technology for Food Agriculture and Environment of the University of Teramo, Fiscal Code number 92012890672, VAT number: 00898930672, hereinafter referred to as "the promoter" and represented by the Dean Prof. Enrico DAINESE, by virtue of the provisions of art. 40, paragraph 5, lett. c) of the Statute of the University of Teramo

#### AND

The Company/Organisation/Institution ....., located in (Town and Country) ....., complete address: ....., zip code ....., fiscal/VAT code number: ....., phone no. (+XX) ....., e-mail ..... hereinafter referred to as "the host", represented by Mr / Ms / Dr .....

#### WHEREAS

- the education and the production system agree on the need to develop adequate connecting opportunities between education and the labour market, in order to improve the quality of the training processes and to promote the spread of corporate culture;
- in order to facilitate professional choices through direct knowledge of the work system and to create an alternation procedure between study and work within the educational process, the University, as required by art. 18, paragraph 1, lett. a) of the Law of 24 June 1997, no. 196, may promote training activities, with public and private employers, for the benefit of those who have already fulfilled their compulsory education pursuant to law 31 December 1962, no. 1859;

### IT IS HEREBY AGREED AND STIPULATED AS FOLLOWS

#### Art. 1 - OBJECT OF THE AGREEMENT

The host is available to welcome trainees/students to its own structures, after evaluating the actual possibility to be admitted in training activities, upon proposal by the University of Teramo.

The University shall propose the name of the trainee from time to time, agreeing on the relevant training project with the "host".

#### Art. 2 - PURPOSE AND CONTENT OF THE INTERNSHIP

1. Training activities, which are planned to complete the higher education study programme of the student/trainee, shall not have a productive purpose but shall pursue only training and educational

purposes and allow the acquisition of knowledge in the productive world.

The internship, pursuant to art. 18, paragraph 1, letter d) of Law 196/1997, does not constitute an employment relationship and the host does not have any obligation to hire the student/trainee at the end of the internship period.

2. During the internship, the training activities of the student/trainee are followed and checked by a tutor appointed by the promoter as a teaching and organizational supervisor, and by a company manager or tutor, appointed by the host.

3. The operational starting of the individual internship period will take place with the signature of the training project agreement for each trainee: it shall be signed, in duplicate, by the student, the host and the Faculty Dean and shall include:

- the name of the trainee;
- the name of both the teaching and organizational supervisor and the company tutor;
- objectives and methods of carrying out the internship, as well as the presence time at the host's facilities;
- the corporate facilities (plants, premises, departments, offices) where the internship shall take place;
- the identification details of the insurance coverage.

### **Art. 3 - PERMANENCE RULES AT THE HOST'S FACILITIES**

During the training activities, the trainee shall comply with the following rules:

- cooperating in achieving the objectives of his/her training project agreement by respecting the agreed time and the work environment;
- carrying out the activities established by the training project;
- following the instructions of both the academic supervisor and the company tutor and referring to them for any organizational or other need;
- complying with disciplinary regulations, rules on hygiene, safety and health in the workplace;
- maintaining the necessary confidentiality with regard to host's studies, products, production processes and any other activity or information learnt about during the internship;
- requesting a verification and an authorization for any documents or reports to third parties in relation to the activity carried out;
- recording attendance (in the case of training activities provided for by the degree programme) in accordance with the model provided.

If the trainee has behaviors that are detrimental to the rights or interests of the host, the latter may, after informing the Faculty Dean, suspend or interrupt the internship.

In the case of internships carried out in places other than those laid down in the training project, the host is required to communicate the variation and the reasons for it to the Faculty.

### **Art. 4 - INSURANCE**

The promoter shall insure the trainees against accidents at work, as well as for third-party liability at INAIL (Istituto Nazionale per l'Assicurazione contro gli Infortuni nel Lavoro, [www.inail.it](http://www.inail.it), <https://www.inail.it/cs/internet/multi/english.html>) and / or insurance companies in the sector. In the event of an accident during the internship, the host commits itself to report the event, within the timeframe provided by current legislation, to the insurance institutions (referring to the number of the policy signed by the promoter) and the promoter.

### **Art. 5 - INFORMATION REQUIREMENTS**

The host, in accordance with the procedures laid down by the Inter-ministerial Decree of 30 October 2007, is an "obliged entity" to the communications required by law (if due), following the starting of the internship or training activities, according to the procedures set out in the Inter-ministerial

Decree thereof.

The host commits itself to promptly report any unjustified absence of the trainee to the Faculty.

#### **Art. 6 - FINAL EVALUATION ON THE INTERNSHIP**

The host commits itself to respect and enforce the internship project agreed in all its aspects (purpose, content, methods and times) and to issue, at the end of the activities, a certificate to record that the training was successfully completed.

#### **Art. 7 - SAFETY AND HEALTH IN THE WORKPLACE**

The host is responsible to the trainee for the obligations taken on the employer by current legislation on safety and health in the workplace (Legislative Decree no. 81/08), including health surveillance, where necessary.

The host guarantees effective information to the trainee regarding accident prevention; the notions useful for such prevention will constitute a necessary and unavoidable matter for the trainee.

The host also guarantees the supply of any necessary means of protection; the trainee is required to use them and to follow the instructions given for his/her safety; if not, the internship shall be immediately interrupted. The host also commits itself to guarantee the trainee the safety and hygiene conditions established by current legislation by relieving the Faculty of any verification burden.

#### **Art. 8 - SCHOLARSHIPS AND WORK-STUDY GRANTS, REDUCTIONS, ETC.**

The internship does not imply any financial burden or obligations for the host and the Faculty, except for those assumed with this agreement.

In the event the host has the intention to offer trainees either scholarships or work-study grants, or allow them to use services (i.e., canteen, transport, etc.), it will specify the terms of its offer and the charges or methods of use within the training project.

#### **Art. 9 - PRIVACY AND PERSONAL DATA**

Pursuant to the Regulation (EU 2016/679), the data received by the host will be processed by the University of Teramo only for the purposes of managing this agreement in order to guarantee its security, integrity and confidentiality. The data controller is the University of Teramo, which commits itself to process personal data relating to this agreement in accordance with the provisions of the EU Reg. no. 2016/679.

The proposing party will not transfer any personal data of the trainee and of any other interested parties to the host.

The host commits itself to process any personal data provided by the trainee, even if not transferred by the proposing subject, in accordance with the legislation in force in the country where the internship is carried out (Country: \_TO BE ADDED \_\_\_\_\_).

#### **Art. 10 - FINAL RULES**

This agreement shall enter into force from the date of signature and shall be valid 3 (three) years from the date of the current subscription to the end specified in the individual training projects.

#### **Art. 11 – COURT OF JURISDICTION**

The Parties agree to amicably settle any dispute that may arise from the interpretation and execution of this agreement.

If it is not possible to reach a conciliatory definition, the Parties agree that the Court of Teramo shall be without exception exclusively competent for any dispute concerning the validity, the interpretation, execution and resolution for failure to comply with this agreement.

**Art. 12 - TAX BURDENS AND REGISTRATION FEES**

This agreement is drawn up in English, in duplicate and kept in the records of each Body.  
This agreement is exempt from VAT as per point 20 of art. 10 of the Presidential Decree no. 633/72.  
This agreement shall be registered at a fixed fee, in case of use, pursuant to articles 5 and 39 of the Presidential Decree no. 131 of 26.04.1986. Any costs relating to this agreement are borne by the host.

Date, .....

**FACULTY OF BIOSCIENCE AND TECHNOLOGY FOR FOOD,  
AGRICULTURE AND ENVIRONMENT  
UNIVERSITY OF TERAMO**

**The Dean  
Prof. Enrico DAINESE**

Signature and stamp \_\_\_\_\_

**INSTITUTION/COMPANY/ORGANISATION.....**

.....  
**Sector .....**

**Dr/Mr/Ms .....**

**Role .....**

Signature and stamp \_\_\_\_\_