

**EXTRACURRICULAR INTERNSHIP AND CAREER ORIENTATION AGREEMENT****BETWEEN**

The Università degli Studi di Napoli "Parthenope" (ex Istituto Universitario Navale), Via Acton, 38 – 80133 Napoli, henceforth referred to as the "Promoting Institution", in the person of the Rector, Prof. Antonio Garofalo, born in Caserta on 13 December 1969.

AND

(Company or Institution name)

V.A.T. number , whose registered offices are in _____
(full address), _____,
henceforth referred to as the "Hosting Company" represented by _____
born in _____ (place of birth)
on _____ (dd/mm/yyyy) and domiciled for the office in ¹ _____ (full
address), in his capacity as company representative.

CONSIDERING THAT in order to assist students in their professional choices through the direct knowledge of the business world and to support young people's job placements, universities can promote career orientation internships as an active labour market measure involving a training period supervised by private or public employers. The internship shall not be deemed to create any employment relationship.

IN COMPLIANCE WITH THE FOLLOWING LEGISLATION:

the Agreement among the Italian Government, the Regions and the autonomous provinces of Bolzano and Trento signed on 24th January 2013 during the works of the Standing Committee by which the career orientation internships guidelines have been approved, deferring to Regions any provisions;

the Campania Regional Act, published in the Official Gazette (B.U.R.C.) No 44 of 12th August 2013 (D.G.R. no 243/2013), relevant to internships taking place in the aforementioned region;

the Regional Acts, where issued, relevant to internships taking place in the aforesaid regions;

the Regulation n. 142/1998, issued by a Decree of the Ministry of Employment on 25th March 1998, implementing rules in line with the principles and criteria provided by article 18 of Law 196/1997 and concerning career orientation internships;

¹ registered office of the Company



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IT IS AGREED AND DECIDED AS FOLLOWS:

Art. 1

The preamble constitutes an integral and essential part of the present agreement.

Art. 2

1. The Hosting Institution undertakes to observe a right balance between the number of trainees and that of its permanent employees, in compliance with the relevant regional acts, if applicable.
2. The training project describes the internship learning goals and the content as well as the duration and course of action of the training programme.

Art. 3

1. The internship shall not be deemed to create any employment relationship and the host organization has no obligation to recruitment at the end of the period of internship. Therefore, in no way whatsoever can the training activities, even if carried out with good results, lead to a professional employment neither to the claim of any compensation on the trainee's part.
2. The internship and career orientation scheme normally lasts between four weeks and twelve months. Eligible graduates must have been awarded a degree in the last twelve months.
3. During the period of internship the educational activities will be supervised by an academic tutor designated by the Promoting Institution and in charge of the organization of all training activities, as well as by a tutor designated by the Hosting Institution. The latter is expected to keep the attendance logbook and the training portfolio up to date (when no validation is required). Furthermore, at the end of the internship period, along with the Hosting Institution legal representative, he/she must draw up a report concerning the internship experience and the skills acquired by each trainee.
4. The Hosting Institution undertakes to allow the Promoting Institution tutor access to the premises where the educational activities are carried out at any time, as well as help him in his/her assignment.
5. Trainees will only be employed in productive roles with the specific aim of achieving the level of professional skills set down in their training project. To this aim, trainees will be given appropriate assistance targeted at developing their competence, and be supported by highly skilled and experienced professionals.
6. In compliance of the provisions set out in the Legislative Decree no 81/2008 and its subsequent amendments and integrations, trainees are regarded as Host Institution's employees.
7. The training project drawn up for each trainee shall contain:
 - a) complete data of the Promoting Institution, Hosting Institution as well as full name of the Trainee;
 - b) full name of the academic tutor, designated by the Promoting Institution and in charge of the organization of all training activities, and of the Hosting Institution



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- tutor;
- c) exact location (plants, departments, offices) where the training will take place, along with the area of activity and business typology;
 - d) main objectives and contents of the internship and its expected outcomes, including its length and work schedule, with an indication of the trainee's presence at the host organization;
 - e) details of insurance policies (INAIL and civil liability cover);
 - f) the attendance allowance payed out to the trainee together with other benefits, if applicable, as defined in the relevant regional laws.

Art. 4

During the period of internship each trainee is expected to:

- a. undertake the work laid down in his/her training project;
- b. observe the internship timetable;
- c. comply with the Hosting Institution's internal rules and disciplinary policy;
- d. observe all the hygiene, health and safety regulations in the workplace as well as the Hosting Institution's general prevention and emergency measures;
- e. respect the rules of secrecy and discretion as regards data, information or knowledge about methods of production and products acquired during the internship. This obligation survives the termination of the internship agreement.

Art. 5

The Promoting Institution shall insure each trainee against accidents at work (INAIL insurance policy) either directly or through the Hosting Institution, by means of the special form of management on behalf of the State as per articles 127 and 190 of law n. 1124/65, as well as for civil liability with an insurance company operating in the sector.

The Promoting Institution is responsible for checking and reporting any missed reporting obligations on the Hosting Institution's part.

Art. 6

The Hosting Institution undertakes to:

- a. enable the trainee to carry out the planned activities, particularly by placing at his/her disposal all the necessary facilities;
- b. comply with the health and safety conditions required by the legislation in force, as well as let the trainee gain knowledge of the safety plan;
- c. apply to each trainee, acting under the law as a Host Institution's employee, all measures designed to protect the health and safety of workers as per Legislative Decree no 81/2008 and its successive amendments;
- d. within two days of a possible accident, notify INAIL, the Police and the Promoting Institution (citing the identification of insurance coverage), and observe all obligations provided by law on safety at work;
- e. issue a certificate of attendance to the trainee once the training project has been



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completed, as well as sign and place a stamp on the trainee's training portfolio attesting that all the activities have been carried out;

- f. compile the training portfolio given to the trainee by the Promoting Institution;
- g. communicate via email and through the regional hub of mandatory communication the start date of each internship (Unilav form), together with a copy of the Agreement and of the internship project, as per the data transmission procedures established both at national and regional level.

Art. 7

The present agreement has a validity of three years. It will be automatically renewed for other three years unless one of the parties withdraws with a three months' notice.

Art. 8

The Hosting Institution, aware of the penalties in the event of false statements, acknowledges that in the following cases the conclusion of internship agreements shall not be allowed. To this end and for all legal purposes, the Hosting Institution declares that in the last twelve months has not made layoffs of staff with equal or similar qualification, except for justified dismissal, redundancy, or retirement with the exception of specific union agreements signed with the major trade union representatives, and that has no pending moratorium or legal action brought by staff with equal or similar qualification.

Art. 9

The parties undertake to treat any personal data of the natural or legal persons involved in the present agreement and in the training project in compliance with the provisions of Legislative Decree no 196/2003.

Art. 10

For matters not explicitly mentioned in the present agreement, laws currently in force shall apply.

Naples, _____

Signature of the Promoting Institution (its legal representative)

Signature of the Hosting Institution/Company (its legal representative)

Stamp and signature