

Agreement for training and guidance internship

Agreement n°: _____ date _____

BETWEEN

The “Aldo Moro” University of Bari, having its legal residence in Piazza Umberto I, 1 – CAP 70121, City of Bari, Prov. of Bari, fiscal code 80002170720, henceforth referred to as the “**Promoting Party**”, represented by Prof. Antonio Felice Uricchio, born in Bitonto, Prov. of Bari, on July 10th 1961.

AND

The Hosting Party, having its legal residence in _____, n. ____ - postal code _____ - City of _____ - Prov. of _____, company code and tax code _____, henceforth referred to as “**Hosting Party**”, represented by Ms/Mme _____, born in _____, Prov. of _____, on _____

GIVEN THAT

the training and guidance program does not constitute an employer-employee relationship

BUT

- it is an opportunity to support the vocational development of the trainees and at fostering the acquisition of professional skills through a direct experience within the labour market;
- it is also aimed at favouring entry and/or re-entry processes in the case of excluded or at risk of exclusion individuals;

CONSIDERED THAT

the bodies referred to in Article 18, comma 1, point a) of Act n° 196 dated 24 June 1997, may promote training and guidance programs within companies for the benefit of those who have already accomplished compulsory schooling in compliance with Act n° 1859 dated 31 December 1962 with the aim of facilitating vocational guidance processes through a direct experience within the labour market and to create occasions for an alternation between study and work through training processes;

the agreement between the Government and Regions and the Autonomous Provinces of Trento and Bolzano on the document entitled “Guidelines on internships issues”, ratified by the permanent Conference in the 24th January 2013 session;

the Council Recommendations of 10th March 2014 on a quality framework for internships, published on the Official Journal of the European Union (the *OJ*) on the 27th March 2014, considers internships as an important experience to come in contact with the labour market, highlighting the links between the quality of the internship and the employment outcome;

a new agreement takes place on 25th May 2017 on occasion of the permanent Conference that has defined the new “Guidelines on training and vocational guidance internships”

AGREE AS FOLLOWS:

Article 1 – Subject of the Agreement

1. The Hosting party is willing to host at its facilities n. trainee/s on proposal of the Promoting party.
2. Based on this Agreement a training and guidance project (TGP) should be prepared for each trainee hosted by the company. The aforesaid project must include:
 - the name of the trainee;
 - the name of the academic tutor, nominated by the University of Bari, to support the trainee and to monitor the TGP application;
 - the name of the company tutor, who is responsible for the TGP application and even for the trainee socialization within the company context throughout the internship;
 - the targets and procedures of the program, with an indication of the amount of time spent within the company.

Article 2 – The Promoting party’s duties

The Promoting party takes in charge the quality and the regular execution of the internship in relation to the learning outcomes defined within the individual TGP:

- it actively promotes the internship experience execution, supporting the Hosting party in the definition of the individual project and in the administrative management required for the start of the Internship;
- it supports the internship experience by supporting baseline, mid-term and final monitoring actions and thus by developing tools to assess trainees’ learning abilities;
- it issues the certification of acknowledged learning outcomes, filled out by the Hosting party.

Article 3 – The Hosting party’s duties

The hosting party:

- stipulates the Agreement with the Promoting party and cooperates on the definition and implementation of the TGP;
- forwards to the Promoting party any notice about extension, interruption and injury;
- at the beginning of the internship, gives to the trainee all the information needed in terms of health and security in the workplace through specific training programs as defined by the Law and warrants the security conditions relieving from this duty the promoting party;
- collaborates with the promoting party to the monitoring activities, assuring that the trainee could have access to all the knowledge, abilities and tools useful to experience the professional domain as foreseen by the TGP;
- promptly communicates to the promoting party through written forms eventual variations of the TGP (changes in the place where the internships is intended to be developed, variations of timetables, substitution of the tutor);
- assess the experience developed from the internship as to allow the final certification issued by the promoting party;
- informs the promoting party of any potential opportunity for job-placement/employment post internship.

Article 4 – Insurance policy

1. The insurance guarantees for the occupational accidents, for professional illnesses as well as for the civil responsibility for third parties. The insurance coverage is in charge of:

- the hosting party
- the promoting party (just for *subjects who have graduated within 12 months*)

2. In the event of accident during the internship execution, the hosting party commits itself to communicate the event to the promoting party via certified mail (PEC) at univesitabari@pec.it and to their insurance institutions.

Article 5 – Benefits

The Hosting party supplies an economical support monthly on behalf of the trainee.

Article 6 – Suspension of the internship

1. The internship is considered suspended for maternity, injury or long-term illness. Moreover, the internship is suspended for business company closure.
2. The hours lost for suspension do not concur to the final calculation of the internship.

Article 7 – The advanced interruption

The internship can be interrupted by the Hosting party or the Promoting party in the event of serious misconduct from one of the involved party and/or if it is impossible to achieve the training program objectives.

Article 8 – Agreement duration

1. The current Agreement, even if referred to different internship to activate, shall be valid for 12 months.
2. The current Agreement preserves its validity for all the internship which have already started, even in the event of extension.

Article 9 – Penalty

The parties are aware that the following penalty will be imposed in case of violations: in the event of the Agreement and/or TGP violation the activation of other internships will be forbidden to the promoting party and/or to the hosting party responsible for the violation/s, within the 12 months subsequent the event. Moreover, the internship will be immediately interrupted as stated by Article 7.

Article 10 – Processing personal data

The parties declare to be informed and expressly accepted, that the personal data in any case collected as a consequence and in the course of executing the present agreement, shall be handled exclusively for the aims administration of this agreement. Data controllers are respectively the Hosting party and the Promoting party.

Article 11 – Cross reference

For all issues not covered by this Agreement the Parties will rely on the relevant legislation on the matter.

The promoting party

The hosting party

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(Place), (date)