

To: Ca' Foscari University of Venice - Career Service - Internships Abroad Unit - Dorsoduro 3246 - 30123 Venice – Italy
AGREEMENT FOR STUDENTS AND RECENT GRADUATES TO SET UP TRAINEESHIPS ABROAD - "Proposal"

With regard to the subject matter, below is a draft of the agreement, the details of which we hereby propose to confirm by further correspondence (execution in counterparts).

"Between Ca' Foscari University of Venice, the promoter, hereinafter referred to as "university", with headquarters in Dorsoduro 3246 - 30123 Venice, Tax Code 80007720271, represented by the Director, Dr. Francesca Magni, delegated by the Rector to represent the promoter for the present agreement, and domiciled for the role at the University **and** the company/organization _____, with registered office in (full address) _____, VAT/Tax Code _____, represented, for signing the following deed, by _____, hereinafter referred to as "company or host partner" hereinafter named "the Parties"

Given: a) that in order to facilitate professional choices through direct knowledge of the world of work and create alternating moments between study and work in the context of training processes, the subjects referred to in art. 18, paragraph 1, letter a) of Law no. 196, and by Ministerial Decree 142/98, including universities, can promote traineeships with public organizations or companies for the benefit of those who have already fulfilled their compulsory education pursuant to Law 20.1.1999 no. 9; b) that the host partner's staff meet the requirements of art. 1 of Ministerial Decree 142/98; c) that the Parties agree to set up /traineeships abroad for Ca' Foscari students, recent graduates, Professional Master/PHD holders to strengthen their employability, help them draw a roadmap to professional success, get acquainted with new working methodologies and strategies, and develop soft skills to tackle the labour market productively; d) that in accordance with the Italian rules and regulations in force, traineeships can be set up as follows: a) for students during their studies: minimum duration of 1 month, maximum duration of 12 months; b) for recent graduates, Professional Master/PhD holders: within 12 months of their graduation, minimum duration 2 months and maximum duration 6 months (up to 18 months for disabled beneficiaries), including extensions.

THE FOLLOWING IS AGREED AND CONTRACTED:

Art. 1 – Subject. The traineeship, pursuant to art. 18, paragraph 1, letter d) of Law 196/97 and subsequent amendments does not constitute an employment relationship. During the traineeship, the training activity is monitored and checked by an academic tutor appointed by the promoter and by a company supervisor, indicated by the host partner. For each trainee introduced into the host company on the basis of this Agreement, a training project is prepared containing: the name of the trainee; the names of the academic tutor and the company supervisor; the objectives and methods of carrying out the traineeship, with an indication of the time spent at the host partner; the company structures (factories, locations, departments, offices) where the traineeship takes place; the identification details of the insurance for accidents at work and for civil liability. The host partner will only have the trainee carry out activities strictly related to the completion of the traineeship.

Art. 2) Obligations of the host partner. The host partner undertakes to: a) welcome students enrolled in study courses and/or recent graduates/Professional Master/PHD holders of the university to its facilities to undergo traineeships to be carried out according to the arrangements indicated in the training project; b) facilitate the experience of the trainees in the workplace by assigning tasks and responsibilities to match their knowledge, skills, competencies and training objectives in order to deepen the knowledge of the host partner, its organization, technologies and production processes; c) ensure that appropriate equipment is available and comply with all legal obligations regarding health, risk prevention and safety in the workplace. Furthermore, in the event of an injury to the trainee during the course of the traineeship, the host partner commits to immediately reporting the accident to the university, so that the latter can report it to the appropriate authorities and activate, if the conditions exist, the insurance policies signed by the university; d) appoint a supervisor (company tutor) to monitor the trainee's training progress as well as his/her personal and professional development and to ensure recognition of results achieved, skills and competencies acquired during the placement. At the end of the traineeship, the company tutor will write a final assessment in the Attendance Register, evaluating the activities, competencies and skills developed by the trainee; e) comply with the laws and regulations of the host Country in terms of immigration issues related to the stay of the trainee; f) manage and bear any tax expenses, that might be associated with this act, according to the regulations in force.

Art. 3) Obligations of the university. The university, as the promoter, undertakes to: a) provide the trainee with appropriate insurance against accidents at work and for civil liability with insurance companies operating in the sector. In the event of an accident during the traineeship, the university commits to reporting the event to the appropriate authorities and insurance companies within the deadlines/times provided for by current legislation in order to activate, if the conditions exist, the provided coverage; b) appoint its own academic tutor to supervise and coordinate the traineeship; c) provide appropriate administrative support to set up and validate the traineeship provided that the trainee submits the supporting documentation as required by the university procedures; d) monitor and evaluate with each beneficiary the personal and professional development achieved through participation in the traineeship; e) manage and bear any tax expenses, that might be associated with this act, according to the regulations in force.

Art. 4) Obligations of the trainee. The trainee, while carrying out the traineeship, undertakes to: a) carry out the activities established by the training project; b) fill in the Attendance Register on a regular basis with the company tutor to complete the working hours; c) comply with the rules on hygiene, safety and health in the workplace and with the rules and regulations of the host partner; d) take care that the administrative documentation is properly filled in by the Parties and submitted to the university upon completion of the placement; e) maintain the necessary confidentiality with regards to data, information or knowledge about the production processes and products acquired during the traineeship expressly identified as confidential/restricted ("Confidential Information"). The confidential nature of the Confidential Information must be highlighted by indicating the appropriate wording "restricted", "confidential" or with a similar tag. Confidential information communicated verbally or acquired visually must be qualified as such in writing by the disclosing Party before the interview/meeting is concluded during which such information was conveyed by the disclosing Party to the receiving Party.

Art. 5) Results of the activity. The results of the trainee's activity are the property of the host partner, without prejudice to the recognition of moral copyright and the right of authorship of the work held by the trainee in the event that these results have as their object the activity carried out during the traineeship. The trainee may make scientific use of these results and/or publish them with the written authorization of the host partner, which cannot be denied unless there are justified and proven reasons related to protectability.

Art. 6) Duration of the Agreement. This Agreement has a duration of three (3) years from the date of its signing and is tacitly renewed for the same time, unless canceled by one of the Parties to be communicated to the counterparty by email or registered letter with three (3) months' notice. The university has the right to unilaterally withdraw from this Agreement even before the

natural expiry date of the deed, if the Agreement no longer responds to the institutional interests of the university, by giving notice to the host partner with written notice - by email or registered letter with return receipt - of at least three (3) months. Even in the case of unilateral withdrawal by the university, the traineeships already in place must be completed in any case and without prejudice. If one of the Parties fails to fulfil its obligations, the other Party - without resorting to any judicial procedure – may, by right, terminate the deed by giving notice of default within a period of not less than fifteen (15) days, to be sent by email or registered letter with return receipt.

Art. 7 - Personal data processing. The host partner will process the personal data of the trainees as Data Controller and only to carry out its obligations related to the completion of the traineeship with the exception of the following activities, for which the host partner accepts to be appointed as Data Processor: a) selection of trainees, by the analysis of the curricula vitae and any special category of personal data (in the case of students with disabilities); b) keeping attendance registers; c) processing personal data in the event of any trainees' injuries or damage covered by third party liability insurance; d) compilation of the final assessment form (i.e. the last page of the Attendance Register), which the university requires to recognize the credits in the student's study plan. The host partner as Data Controller will be also required to comply with the provisions set forth in the document "Obligations of the host partner", which will be sent by email or registered post. The promoter provides the legal representative, the DPO as well as any other staff of the host partner with the privacy notice available at: <https://www.unive.it/pag/41232/>.

Art. 8) Dispute resolution. The interpretation and execution of this Agreement, as well as the relations between the Parties deriving from it are governed by Italian law. The Parties agree to amicably settle any dispute that may arise from the interpretation, execution or resolution of this deed. If it is not possible to reach such an agreement, jurisdiction to settle the dispute will be, exclusively, that of the Court of Venice.

Art. 9) Negotiation of clauses. The Parties mutually acknowledge that the content of this Agreement and of every single clause has been the subject of specific negotiation and express approval.

Art. 10) Referral rules. For matters not covered by this Agreement, reference should be made to the University legislation and regulations in force on the subject.

In order to draw up the agreement, we kindly ask the university to send to the host partner the same text, duly signed, to confirm and accept the entire content.

Place and date _____ Signature of the Legal Representative _____

To (Host Partner's name) + Full address:

AGREEMENT FOR STUDENTS AND RECENT GRADUATES TO SET UP TRAINEESHIPS ABROAD - "Acceptance"

Following your Proposal of (date), protocol nr. of (date), please find here below the text of the agreement the University entirely accepts and confirms.

"Between Ca' Foscari University of Venice, the promoter, hereinafter referred to as "university", with headquarters in Dorsoduro 3246 - 30123 Venice, Tax Code 80007720271, represented by the Director, Dr. Francesca Magni, delegated by the Rector to represent the promoter for the present agreement, and domiciled for the role at the University and the company/organization
_____, with registered office in (full address)
_____, VAT/Tax Code _____, represented, for signing
the following deed, by _____, hereinafter referred to as "company or host partner"
hereinafter named "the Parties"

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Place and date _____ Signature of the Legal Representative _____

Ref:

Training Project

(ref. Agreement no. signed on)

Intern:

born in on resident in

taxpayer's code/*codice fiscale* student's id number/*matricola*
.....

Current condition (indicate if student or recent graduate):

Credit recognition will be requested (indicate Yes or No):

Host organization:

Internship details

Full address:

Timetable:

Dates: from to

Tutor at the host organization (name + surname + email):

University tutor: Prof.

Insurance policies

INAIL POSITION:

“management on behalf of the State”, combined with the Consolidated Law no. 1124/85, art. 127 and 180; Ministerial Decree 10.10.1985.

INSURANCE POSITION:

Accident policy: Poste Assicura SpA - 72295

RCT / RCO: Vittoria Assicurazioni SpA - 666.014.0000900663

All Risk: Generali Italia SpA

Internship objectives and activities:

Facilities if provided (for example: pocket money/financial support, lunch tickets, transport tickets, etc.):

Place and date:

Host Tutor (signature):

University Tutor (signature):

Intern (signature):