



SCHEMA TIPO CONVENZIONE E PROGETTO FORMATIVO CA' FOSCARI  
(IN INGLESE)

**AGREEMENT FOR STUDENTS AND RECENT GRADUATES  
TO SET UP INTERNSHIPS/TRAINEESHIPS ABROAD**

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 internships/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 internships/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, internships/traineeships can be set up as follows:
  - i. for students during their studies: minimum duration of 1 month, maximum duration of 12 months
  - ii. 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 internship/traineeship, pursuant to art. 18, paragraph 1, letter d) of Law 196/97 and subsequent amendments does not constitute an employment relationship.

During the internship/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 internship/traineeship, with an indication of the time spent at the host partner;
- the company structures (factories, locations, departments, offices) where the internship/traineeship takes place;
- the identification details of the insurance for accidents at work and for civil liability.

The host partner will only have the intern/trainee carry out activities strictly related to the completion of the internship/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 internships/traineeships to be carried out according to the arrangements indicated in the training project;
- b) facilitate the experience of the interns/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 intern/trainee during the course of the internship/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 intern/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 internship/traineeship, the company tutor will write a final assessment in the Attendance Register, evaluating the activities, competencies and skills developed by the intern/trainee;
- e) comply with the laws and regulations of the host Country in terms of immigration issues related to the stay of the intern/trainee.

### **Art. 3) Obligations of the university**

The university, as the promoter, undertakes to:

- a) provide the intern/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 internship, 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 internship/traineeship;
- c) provide appropriate administrative support to set up and validate the internship/traineeship provided that the intern/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 internship/traineeship.

### **Art. 4) Obligations of the intern/trainee**

The intern/trainee, while carrying out the internship/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 internship/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 intern/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 intern/trainee in the event that these results have as their object the activity carried out during the internship/traineeship. The intern/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 cancelled 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 internships/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**

In carrying out the obligations connected and instrumental to completing the internships/traineeships covered by this Agreement, the host partner will process the data of the interns/trainees as Data Controller, pursuant to art. 4.7) of EU Regulation 2016/679 ("Regulation"), with the exception of the following activities, for which the company accepts from now on to be appointed as Data Processor by the promoter:

- a) selection of interns/trainees, by analysing the curricula vitae and any data of a particular nature (in the case of students with disabilities);
- b) keeping attendance registers;
- c) processing personal data in the event of any inter/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 recognise 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.

Furthermore, pursuant to and for the purposes of Articles 13 and 14 of the Regulation, the promoter and the host partner, in their capacity as Data Controllers, acknowledge that the personal data of the legal representatives and contact persons for the Agreement shall be processed to perform all the operations and activities relating to this Agreement and in order to fulfil legal requirements regarding the management of said agreement, or for institutional purposes. The Parties commit to forwarding this privacy statement to their legal representatives and contact persons for the Agreement. The legal basis of the processing is therefore represented by articles. 6.1.b) of the Regulation ("fulfilment of the contract"), 6.1.c) ("fulfilment of a legal obligation") and 6.1.e) ("execution of a task of public interest"). The data shall be retained for the duration of the Agreement and for the following ten (10) years. The processing will be carried out by subjects who act on specific instructions provided regarding the purposes and methods of the processing, in compliance with the provisions of art. 29 of the Regulation, or by external subjects appointed as Data Processors, pursuant to art. 28 of the Regulation, which carry out instrumental or ancillary activities. The promoter has appointed a Data Protection Officer, who can be contacted at [dpo@unive.it](mailto:dpo@unive.it) or by writing to: Ca' Foscari University of Venice - Data Protection Officer, Dorsoduro 3246, 30123 Venice, Italy.

For any issue related to personal data processing, please contact the host partner at the following email: \_\_\_\_\_

#### **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.

#### **Promoter:**

Ca' Foscari University of Venice \_\_\_\_\_

Venice, \_\_\_\_\_

**Host Partner:** \_\_\_\_\_

Place and date \_\_\_\_\_

## 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): .....