



UNIVERSITÀ
DEGLI STUDI DELLA
TUSCIA

DIPARTIMENTO
DI SCIENZE AGRARIE
E FORESTALI

FRAMEWORK AGREEMENT FOR TRAINING AND ORIENTATION TRAINEESHIPS

BETWEEN

The **Department of Agricultural and Forestry Sciences (D.A.F.N.E.)** with Fiscal Code 80029030568, in the person of the pro tempore Director Prof. Simone Severini, in his capacity as legal representative, born in Manziana (RM) the 28/01/1963, domiciled for the office he holds at the Università degli Studi della Tuscia in Viterbo, via S. Camillo de Lellis s.n.c., Viterbo, hereinafter referred to as the “Department”

AND

_____ with registered office in
_____ (c.f. _____ and company register no. _____), e-mail
address _____ hereinafter referred to as ‘host party’ represented by
_____ born in _____

WHEREAS

in order to facilitate vocational choices by means of direct knowledge of the world of work and to realise moments of alternation 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 of 24.6.1997 may promote training and orientation traineeships in public bodies and private companies for the benefit of those who have already fulfilled compulsory schooling;

Article 4 of the regulation laying down rules for the implementation of the principles and criteria referred to in Article 18 of Law No 196 of 24 June 1997 on training and guidance apprenticeships, issued by the Ministry of Labour and Social Security, in agreement with the Ministry of Education and the Ministry of Universities and Scientific and Technological Research in Decree No 142 of 25 March 1998, provides that apprenticeships are carried out on the basis of agreements concluded between the promoters and public and private employers;

the two aforementioned subjects intend to establish a relationship of continuous and mutual cooperation in order to set up and implement joint initiatives;

the following is agreed upon:

Article 1

Scope

This framework agreement regulates the relations between the ‘Department’ and the ‘host subject’ concerning the activation of training and orientation traineeships for students including those attending degree courses, specialisation degree courses, and equivalent courses of the previous systems, PhD courses, higher education, specialisation schools, and Level I and II Masters courses. The ‘host party’ undertakes to host subjects for training and orientation traineeships at its facilities, pursuant to Article 18 of Law no. 196 of 24 June 1997. This agreement may also be used by any structure of the University (Departments, Centres, etc.) to activate the placements referred to in the preceding paragraph with the same host subject.

Art. 2

Purpose of the work placement

The purpose of the training and orientation traineeship programmes agreed upon by both parties is the acquisition in
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practice of knowledge of economic and productive realities in order to supplement the student's academic career.

Article 3

Legal nature of the work placement and training project

Training and orientation traineeships, activated pursuant to Art. 18, paragraph 1, letter d) of Law 196/97, cannot in any way take the form of an employment relationship. The trainee's training activities during his or her stay with the 'host party' are supervised and monitored by a company tutor, to whom the trainee will turn for all needs and to whom he or she will report without hierarchical constraints for the organisational and training part of the *internship*, as well as by a *tutor* from the 'Department'. A training and guidance project will be drawn up for each trainee, placed in the 'host subject' on the basis of this agreement, (Facsimile Annex A), containing the name of the trainee; the names of the tutor and of the person in charge of the 'host subject'; the name of the tutor of the 'Department', the objectives and methods of carrying out the traineeship with an indication of the times of presence in the 'host subject'; the facilities of the 'host subject' (offices, departments and offices) where the traineeship will take place; the identification details of the INAIL and third party liability insurance.

For the duration of the placement, reference is made to the provisions of Article 7 of Interministerial Decree no. 142 of 25.03.1998 and Article 11 of Decree Law no. 138 of 13 August 2011.

Article 4

Limit for receiving trainees

Pursuant to Art. 18 of Law no. 196 of 24.6.1997 and its implementing regulation, Ministerial Decree no. 142 of 25 March 1998, the 'host entity' undertakes to host trainees in its facilities within the following limits

- a) companies with no more than five permanent employees, one trainee;
- b) with between six and nineteen permanent employees, no more than two trainees at the same time;
- c) with more than twenty permanent employees, trainees not exceeding ten per cent of the said employees.

Art. 5

Security

The 'host entity' undertakes to guarantee the trainees safety and hygiene conditions in compliance with current safety regulations.

Art. 6

Obligations of trainees

During the course of training and orientation apprenticeships, trainees are obliged to: carry out the activities envisaged in the training and orientation project; comply with the regulations on hygiene, safety and health in the workplace; maintain, in compliance with Legislative Decree no. 196 of 30.06.2003, the necessary confidentiality with regard to data, information or knowledge concerning production processes and products, acquired during the course of the apprenticeship.

Art. 7

Insurance paid for by the University

The 'Department' insures trainees against accidents at work with INAIL, as well as for civil liability with insurance companies operating in the sector. In the event of an accident during the course of the placement, the 'host party' undertakes to report the event, within the time limits provided by the regulations in force, to the insurance institutions (referring to the number of the policy taken out by the host party) and to the 'Department'.



Art. 8

Compulsory communications

The 'Department', in the case of promotion of curricular training and guidance, has no obligation to make the mandatory communications, according to the directives issued by the Ministry of Labour and Social Security, with note prot. 13/SEGR/0004746 of 14/02/2007.

Art. 9 Personal data

The parties agree that any personal data collected as a result of and in the course of the execution of this agreement shall be processed exclusively for the purposes of the agreement through consultation, manual and/or automated processing. Furthermore, for statistical purposes, the aforesaid data, processed exclusively in anonymous form, may be communicated to public entities, when they request it for the pursuit of their own institutional purposes, as well as to private entities, when the purpose of the request is compatible with the institutional purposes of the contractual party to which they refer. The owners of the personal data as regards this article are respectively the 'host party' and the 'Department'.

Finally, the parties declare that they are informed of the provisions dictated by Legislative Decree 196/2003 on the processing of personal data.

Art. 10

Duration

This Agreement shall last for one year from the date of its signature and may be tacitly renewed, unless notice of termination is given by registered letter within three months prior to the annual expiry date.

Art. 11

Early termination of the Agreement

Should the 'Department' ascertain any irregularities in the conduct of the placement attributable to the activities of the 'host party', this agreement shall be terminated by right with effect from the date of the express declaration pursuant to Art. 1456 of the Italian Civil Code.

Viterbo,

University of Tuscia

Department of Agricultural and Forestry Sciences

(the Director Prof. Simone Severini)

The Company - Host Organisation

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