



AGREEMENT FOR THE ACTIVATION OF CURRICULAR TRAINING INTERNSHIPS

Between

the Promoting Entity

The University of Cassino and Southern Lazio, tax code no. 81006500607, with registered office in Cassino, Viale dell'Università – Rectorate – University Campus – loc. Folcara, represented by the pro tempore Rector, Professor Marco Dell'Isola, born in Pozzuoli (NA) on March 27, 1962

and the Host Entity

the Entity/Company/Institute _____

tax code or VAT number _____

with registered office in _____

represented by _____ born in _____ on

_____ in the capacity of _____

GIVEN THAT

The University of Cassino and Southern Lazio, pursuant to Article 18 of Law 196/97 and Article 2 of Ministerial Decree 142/98, is the Promoting Entity for training and orientation internships (hereinafter referred to as “internship”)

THE FOLLOWING IS AGREED AND STIPULATED

Art. 1

Description of activities

An internship is a period of training at a private or public company or institution and aims to “create opportunities for alternating between study and work as part of the training process and to facilitate career choices through direct knowledge of the world of work” (Art. 1 Ministerial Decree 142/1998).

Art. 2

Curricular internship

- The curricular internship is activated pursuant to letter f), co, 1 art.10 of Ministerial Decree 509/99 and paragraph 9, art. 3 of Ministerial Decree 270/04;
- It is aimed at students enrolled in Bachelor's, Master's, Single Cycle, PhD, and Master's degree programs at the University of Cassino and Southern Lazio and is designed to complete the course of study for the final degree with practical training activities;
- Takes place at a facility inside or outside the University (Host Entity), in accordance with the procedures set out in the “Teaching Regulations” of the degree program in which the student participating in the internship is enrolled;
- Does not fall under the regional regulations introduced by the provisions of Law 92/12.

Art. 3

The Promoting Entity

- Prepares the training project format in accordance with Article 4, paragraph 2 of Ministerial Decree 142/98;
- Complies with the provisions introduced by Article 3 of Ministerial Decree 142/98 regarding insurance for trainees against accidents at work and third-party liability;
- Designates the educational tutor responsible for supervising the intern's activities;
- Submits to the intern a declaration in which the intern undertakes to:
 - Comply with the disciplinary regulations and the rules on hygiene, safety, and health at work in force at the host organization;
 - Maintain confidentiality during and after the internship with regard to any activity or characteristic of the Host Entity of which they become aware;
 - Request verification and authorization for any documents or reports to third parties;
 - Produce the documents necessary to certify the achievement of the training objectives and for the recognition of the activity carried out.

Art. 4

The Host Entity

- Verifies that the number of interns does not exceed the numerical threshold permitted by the provisions of Art. 1, paragraph 3, of Ministerial Decree no. 142/98;
- Designates the tutor responsible for supervising the intern's activities;
- Allows the intern to be involved in the work phases, in order to give the internship effective training value;
- Promptly reports to the University of Cassino and Southern Lazio any accident that may occur to the intern, as well as any unexpected interruption;
- Issues the intern with a certificate of completion of the internship.

Art. 5

Intellectual property and confidentiality

1. Ownership of the rights to the results generated by the Intern during the internship period at the Host Entity, without using the equipment, facilities, or financial resources of the Promoting Entity or any economic resources administered by the latter, shall be regulated by specific agreements between the Intern and the Host Entity, without anything being due to the Promoting Entity. The Host Entity shall have the right to award a bonus to the Intern in consideration of their contribution to the generation of the results and the economic value thereof. The moral right of the Intern to be recognized as the inventor or author of the aforementioned results in accordance with current legislation remains unaffected and unprejudiced.
2. If the Intern uses the Promoter's equipment, facilities, or financial resources, or any economic resources administered by the Promoter, even if only partially, to carry out the internship activities, the patentable results generated shall be jointly owned by the Host Entity and the Promoter. The joint ownership shares, management, and exploitation of such results shall be the subject of a specific agreement between the Parties.
3. Any confidentiality obligations that the Intern must observe during the Training and Orientation Project shall be regulated by specific agreements between the Host Entity and the Intern.

Art. 6

Safety Regulations

Noting that, pursuant to Art. 2, paragraph 1, letter a) of Legislative Decree 81/08 "Consolidated Law on Health and Safety at Work," interns, for the purposes and effects of the provisions of the same legislative decree, must

be considered “workers,” the Parties undertake to guarantee the protective measures and obligations established by current legislation.

In particular:

1. The Promoting Entity is responsible for providing “general training” on safety as referred to in Article 37 of Legislative Decree 81/08 “Training of workers and their representatives through the provision of 4 (four) hours of training, with the issuance of a final certificate”;
2. The Host Entity is required to provide adequate information, in accordance with the provisions of Art. 36 of Legislative Decree 81/08, and is responsible for the “specific training” on safety referred to in Art. 37 of Legislative Decree 81/08 “Training of workers and their representatives” in accordance with the risks to which the personnel will be exposed, taking into account any specific training already carried out;
3. Based on the risk assessment of the facility where the intern will be placed, the Host Entity shall provide Personal Protective Equipment (PPE) in accordance with the requirements of the regulations and training in its use, where applicable;
4. Any use of equipment, machinery, prototypes, or other instruments manufactured and used in the activities referred to in this agreement is always subject to prior authorization by the person responsible for them, who guarantees their compliance with legislative and regulatory provisions, general safety requirements, and proper maintenance (Art. 71 of Legislative Decree 81/08). Their use is granted following information, training, and any specific qualification provided by the person responsible for the equipment (Art. 73 Legislative Decree 81/08).

Art. 7

Internship procedures and duration

The content, timing, and methods of implementation of the internship are indicated in the training and orientation project, which is drawn up and signed by the intern, the academic tutor, and the company tutor.

Art. 8

Insurance coverage

The University, in accordance with the provisions of paragraph 2 of Art. 2 above, insures interns with a suitable insurance company for Third Party Liability and Student Accidents. The policy numbers are indicated in the training project signed by the parties.

The University also provides insurance against accidents at work, which is covered directly by INAIL in the special form of 'Gestione Conto Stato' (State Account Management) pursuant to Ministerial Decree 10/10/1985, Articles 127 and 190 of the Consolidated Law issued by Presidential Decree No. 1124 of 30/06/1965, as provided for in Circular No. 632 PG of 22/06/1999.

The insurance coverage also covers any activities carried out outside the premises of the Entity/Company, provided that they are indicated in the training and/or orientation project.

Art. 9

Duration of the agreement

This agreement shall take effect on the date indicated below and shall remain in force for a period of five years, unless terminated by either party.

Art. 10

Code of Ethics

The Parties mutually undertake, also with regard to the parties involved in various capacities in the execution of this agreement, to review and comply with the principles contained in the Codes of Ethics respectively

adopted and published on the relevant websites in compliance with the relevant regulations. Failure to comply with the above principles shall result in the automatic termination of this collaboration.

Art. 11

Privacy regulations

1. Pursuant to the GDPR (EU Regulation 2016/679) and Legislative Decree No. 101/2018, the Promoting Entity and the Hosting Entity mutually declare that they are informed and expressly consent that the personal data concerning the signatories of this agreement and the training project, however collected as a result of and during the execution of the agreement, will be processed exclusively for the purposes of the agreement itself.
2. With regard to the processing of the personal data of trainees and staff involved in the activities covered by this agreement, the parties shall act independently, as data controllers, each within their own areas of competence.
3. Interns are authorized by the Host Entity to process personal data exclusively within the scope of the training activities identified in this contract and in the individual training projects. The Host Entity shall provide operational instructions and ensure adequate training for the processing of personal data by interns.

Art. 12

Stamp duty

This agreement is subject to stamp duty payable by the Hosting Entity in accordance with Presidential Decree No. 642 of October 26, 1972, as amended.

This Agreement will be registered in case of use as it does not contain any financial content, and the costs will be borne by the Party requesting registration.

Art. 13

Jurisdiction

For any disputes that may arise between the Parties during the execution of this agreement, the Court of Cassino shall have exclusive jurisdiction.

Cassino, _____

for the University of Cassino

and Southern Lazio

The Rector

(Prof. Marco Dell'Isola)

for the Host Entity

The Legal Representative

Stamp and signature
