



UNIVERSITÀ
DI FOGGIA



FRAMEWORK AGREEMENT FOR PARTNERSHIPS IN JOB COUNSELING AND MENTORING ACTIVITIES, FOR CURRICULAR AND EXTRA-CURRICULAR INTERNSHIPS AND FOR PRACTICAL TRAINING ACTIVITIES.

Agreement n. _____

BETWEEN

Università degli Studi di Foggia, with legal headquarters in Via Antonio Gramsci n. 89/91 – 71122 Foggia, Fiscal Code 94045260711, hereinafter referred to as “promoting partner”, represented by the Rector of the University, Prof. Pierpaolo Limone, born in Lecce (LE) on 02/16/1975 and domiciled for the purposes of the office at the Università degli Studi di Foggia

AND

European Centre for Certification and Privacy (ECCP) legal headquarters in Luxembourg, Luxembourg, Rue Robert Stümper 7, 2557 Luxembourg; Fiscal Code 2016 2209 087 and VAT number N/A, hereinafter referred to as “Hosting Company/Institution”, represented by: Ana Maria Pacheco Huamani, born in: Lima Pérou on: 5 July 1971 as: Administrator

PREMISED

- that the University, to achieve its objectives, may make use of partnerships with public and private institutions, through conventions, agreements, provided that the aforementioned partnerships are managed to ensure the high scientific level of the activities carried out;
- that the University promotes activities aimed at knowledge creation, transfer and advancement to meet society's higher education and research needs, as well as activities aimed at accompanying and supporting students, graduates, doctors and doctoral students in developing their potentials;
- that in order to facilitate professional choices through direct knowledge of the world of work, and create internship and training programs, the national legislation - art. 18, paragraph 1, letter a, of Law No 196/1997 - provides that universities can promote training and counseling internships in favor of subjects who have already fulfilled their compulsory education pursuant to Law No 1859 of 31 December 1962 and subsequent amendments and integrations;
- that in the matter of internships and curricular counseling, the implementation of the principles and criteria set out in Art. 18 of Law 196/1997, is contained in the Regulations issued by the Ministry of Labor and Social Security, with Decree No 142, except in cases where regional laws have intervened to regulate this type of internship and to which it should be made reference for more information;
- that universities can activate post-graduate courses in the field of targeted training and supplementary educational services, pursuant to Art. 6 of the law No 341 of 19 November 1990, and scientific post-graduate courses and advanced training course after obtaining a degree or a Master's degree, in implementation of Art. 1, par. 15, of Law No 4 of 14 January 1999. At the end of the aforementioned courses the first and/or the second Master's degree level is issued, following the University teaching regulations;
- that *training activity* refers to any activity organized or planned by universities in order to ensure the cultural and professional training of students, with reference, among other things, to teaching courses, seminars, practical or laboratory activities, teaching activities in small groups, tutoring, counseling, internships, projects, theses/dissertations, self-study and self-learning activities;
- that the internship is identified as the completion of the training program and its objectives are therefore exclusively educational and to acquire knowledge in the world of work;
- that the internship cannot be used for types of work activities for which a training period is not necessary, for merely repetitive and executive activities of elementary level and for activities that are not consistent with the training objectives of the internship itself;
- that trainees cannot replace fixed-term contract workers during peak periods of activity and cannot be used to replace the staff at the Hosting Company/Institution during sick, maternity or holiday leave or to fill roles necessary for the organization;
- that interns, pursuant to Art. 2, par. 1, lett. a), of the Legislative Decree 81/08 (Consolidated Law on Health and Safety at the Workplace) shall be conceived as “workers” for the purposes and effects of the provisions of the same decree;
- that extra-curricular internships are regulated by the regional legislation of the offices where the internships are carried out. Refer to them for the activation of the internships according to the methods and rules approved by laws, regional regulations and subsequent amendments and integrations;
- that the University promotes and activates curricular and extra-curricular internships for its students, recent graduates, PhD students, students enrolled in advanced training courses, pursuant to:

- a) national legislation;
 - b) local regional legislation, where applicable, with reference to curricular and extra-curricular internships;
- that the curricular internship activities shall be aimed at students, including graduates attending PhD courses, post-graduate courses, specialization courses and Master's degree courses at the University of Foggia;
- that the Hosting Company/Institution acknowledges that they are in compliance with the current legislation on health and safety at the workplace and the right to work of the disabled, pursuant to Law 68/99 and subsequent amendments and integrations;

IN VIEW OF THE ABOVE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Art. 1 – INITIAL PROVISIONS

The premises constitute an integral part of this Agreement.

Art. 2 – SUBJECT

1. In compliance with the laws mentioned in the premises, Mandat International is committed to:
 - ☐ sponsoring job counseling and mentoring activities
 - ☐ welcoming, in their facilities or remotely, students, graduates, PhD students, students in advanced training courses or specialization courses, in activities of:
 - ☐ internship and curricular counseling
 - ☐ internship and extra-curricular counseling
 - ☐ training, job counseling and mentoring activities
 - ☐ data collection activities for degree thesis, PhD dissertation or research purposes.
2. The start of the internship shall occur, even remotely, at the request of the promoting partner or the Host Company/Institution, and once agreed by both parties, without prejudice to accept students, on a single-case basis, manifested by the latter.
3. The number of internships that can be activated at the same time, due to the legal nature (public or private) of the Hosting Company/Institution, signatory of this Agreement, shall be considered proportionate to the size of the Hosting Company/Institution and the number of permanent employees who work there, in compliance with national and/or regional regulatory provisions.
4. The internship, pursuant to Art. 18, par. 1 lettera d) of the Law 196/97, does not constitute an employment or professional collaboration in any capacity. Therefore, the regulatory and contractual provisions (collective bargaining) relating to the discipline of subordinate employment relationships do not apply.

Art. 3 - TRAINING PROJECT

The Promoting partner undertakes to guarantee the presence of a tutor as the educational and organizational manager of the internship activities. For each intern, an internship and counseling project is prepared jointly between the company and the university tutors, before the internship starts.

The *training project* shall be considered an integral part of this Agreement and shall contain the following minimum information:

1. the name of the trainee;
2. the names of the university tutor and of the corporate manager for the management of trainees;
3. objectives, skills to be acquired and rules governing the internship, with an indication of the attendance time of the trainee at the Hosting Company/Institution;
4. the place where the internship shall be conducted, the factory (headquarters, department, office where the internship is conducted, including any other facility where the intern is temporarily called upon to carry out their activity, as well as, where the activity should take place remotely, the trainee's domicile);
5. the duration of the internship, in compliance with the limits established by the relevant legislation;
6. the identification details of the National Institute for Insurance against Labour Injuries (INAIL) and civil liability insurances, specifying who is responsible for them, either the Promoting partner or the Hosting Company/Institution, in accordance with the relevant legislation;
7. any reimbursement of expenses or support offered to the intern by the Hosting Company/Institution, which are:
 - a) optional in the case of curricular internships, without prejudice to the various local regional laws governing the subject;
 - b) mandatory for extra-curricular internships (in accordance with local regional disciplines, where applicable. Refer to them for further information).

Art. 4 - PROMOTING PARTNER'S OBLIGATIONS

The Promoting partner, guarantor of the quality and regularity of the internship in relation to the training purposes defined in the individual training project:

- facilitates the activation of the internship experience by supporting the Hosting Company/Institution in the preparation of the training project and in the management of the administrative procedures preliminary for the start of the internship;
- nominates a tutor, as educational - organizational manager, for each trainee, with the job of assisting and supporting the trainee and monitoring and verifying the implementation of the training project;
- promotes the smooth running of the internship experience through a mentoring and ongoing monitoring action by providing tools for verifying ongoing and final learning in conjunction with the tutor of the Hosting Company/Institution;
- undertakes, pursuant to Art. 5 of the Ministerial Decree No 142 of 25 March 1998, to transmit to the Region, to the territorial unit of the Ministry of Labor competent for the territory in matters of inspection and to the trade union representatives or, failing that, to the territorial trade union structures of the category a copy of this Agreement and of each training and counseling project or in the presence of regional laws that regulate curricular internships to fulfill the required ritual communications.

Art. 5 - HOSTING COMPANY/INSTITUTION'S OBLIGATIONS

The Hosting Company/Institution:

- fulfills, for extra-curricular internships, the legal obligations regarding mandatory communications, also in cases of prorogation or early termination of the internship and insurance against accidents and occupational diseases and for civil liability towards third parties in the case of extra-curricular internships, if required and according to the rules indicated by the relevant regional regulations;
- identifies, among the employees, a number of the, in possession of adequate professional skills and consistent with the internship program and designates the company manager for the implementation of the internship program and the insertion of the intern in the working context for the entire duration of the internship in compliance with the regulations in force;
- ensures the intern, in the start-up phase of the internship, adequate information and training on health and safety at the workplace pursuant to Art. 36 and 37 and the Legislative Decree 81/2008, and guarantees the interns the safety and hygiene conditions in compliance with current legislation on the subject, relieving the Promoting partner of any burden;
- collaborates with the Promoting partner in monitoring and verifying the progress of the internship, guaranteeing the intern access to all the knowledge and skills necessary for the acquisition of the skills provided for in the internship project;
- notifies the Promoting partner in writing of any changes inherent in the internship project (change of the place of the internship, changes in schedule, tutor replacement, etc.);
- in the event of an accident during the internship, the Hosting Company/Institution undertakes to report the event, within the time limits set by the current legislation, to the insurance institutions and to the Promoting partner;
- assesses the internship experience for the purpose of issuing the final certificate by the Promoting partner.

Art. 6 - INSURANCE GUARANTEES

1. Each trainee shall be insured by (indicate the competent party):

- ☐ The Hosting Company/Institution
- ☒ Promoting partner

- at the National Institute for Insurance against Labour Injuries (INAIL) against accidents at work and occupational diseases;
- at an eligible insurance company for third party liability.

2. The insurance coverage shall also include any activities carried out by the trainee outside the company or the public administration, being part of the training project.

3. In the event of an accident during the internship, the Hosting Company/Institution undertakes to report the event, within the time limits set by the current legislation, to the insurance institutions and to the Promoting partner.

Art. 7 - DURATION OF THE INTERNSHIP

1. The duration of each individual internship shall be agreed, on an individual basis, between the *Hosting Company/Institution* and the *Promoting partner* and may not exceed the maximum required by the national or regional reference legislation in force.
2. Suspension or interruption of the internship is permitted for justified reasons at the request of the intern or the company tutor, after informing the university tutor.

ART. 8 - TRAINING CREDIT UNITS

The activities undertaken during the curricular internships have the value of course credits, if required by the educational plans and consistent with them.

ART. 9 - DATA COLLECTION, UNIVERSITY DEGREE THESIS, PhD DISSERTATION AND RESEARCH ACTIVITIES

The University and the Hosting Company/Institution, for the purposes of writing a degree thesis or a PhD dissertation, also undertake to collaborate in a fruitful way, respecting their functions, for the use of logistic equipment and services.

All information, data, contact details, code shared by the *Hosting Company/Institution* remains the property of the latter and shall be handled as confidential information except if explicitly made publicly available or authorized in writing by the *Hosting Company/Institution*. Intellectual property generated in the context of projects and activities initiated by the *Hosting Company/Institution* shall remain exclusive property of the latter.

The disclosure of the data originating from any collaborative research shall be agreed on a single-case basis.

Art. 10 - SIGNING

This Agreement shall be subject to registration in case of use, pursuant to Presidential Decree No 131 of 26 April 1986, with burdens placed upon the applicant.

The Agreement is drawn up in three originals, one for each of the parties, and the third one - in case of use - for the Registry Office.

This Agreement is drawn up and signed in digital form in the cases provided for by the relevant Law.

ART. 11 - STAMP DUTY

This Agreement refers to the relevant laws on stamp duty. Stamp duty is placed up on the Hosting Company/Institution.

Art. 12 - LITIGATIONS

For any dispute concerning this Agreement, including those relating to its validity, execution and resolution, the Court of Foggia in Italy will be competent.

Art. 13 - DURATION OF THE CONVENTION

1. This Agreement, which may also refer to several internships to be activated, runs from the date indicated below and has a duration of 5 years, without prejudice to the effects of any application agreements stipulated in the course of validity of this Agreement and may be renewed with the written consent of the parties.

2. This Agreement shall retain its effects for the duration of the traineeships that were initiated with reference to it, also in the case of prolongation.

Art. 14 - TREATMENT OF PERSONAL DATA

The Parties declare that they are informed and, *mutatis mutandis*, to expressly consent the personal data concerning them, collected as a result and in the course of the execution of this Agreement, to be processed exclusively for the purpose of this Agreement through a manual and/or automated processing. The Parties also declare that the aforementioned data, processed exclusively anonymously, may be disclosed to third parties, if they request it, for statistical purposes only, and in any case in compliance with the provisions of Legislative Decree. No 196 of 30 June 2003, "Data Protection Law" and subsequent amendments and integrations.

ART. 15 - ADDITIONAL PROVISIONS

The Parties may provide evidence of the existence of this Agreement on all documents and information and/or disclosure material relating to the subject of the same, even with the use of their respective logos and the wording *partner*.

ART. 16 - FINAL PROVISIONS

For all matters not provided for by this Agreement, the parties shall refer to the legislation in force.

Foggia,

UNIVERSITÀ DEGLI STUDI DI FOGGIA

RECTOR

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Geneva, 4 May 2022

European Centre for Certification and Privacy

Ana Maria Pacheco Huamani

LEGAL REPRESENTATIVE

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