| Convention n. | dated |
|------------------|--------------------------|
| concerning train | ning period for students |

CONSIDERING THAT

- Art. 18, par.1, lit. a) of Law n. 196, 24.06.1997 allows the corresponding subjects to promote training periods on the premises of a firm/institution for those people who have already completed compulsory education according to Law n.1859, 31.12.1962, in order to help them choose the right profession by coming into contact with the working world and to alternate studying and working periods within their formative process;
- Art. 10, lit. f) of Decree n. 509, 03.11.1999 of the Ministry of University and Scientific-Technological Research, concerning the reform of didactic regulations, provides for training activities, calculated in the European Credit System, such as training periods (Decree n. 142, 25.03.1999 of the Ministry of Labour with implementing norms of the principles of Art. 18 of Law n.196, 24.06.1997);
- Art. 96 of the University Didactic Regulations provides for training activities:

BETWEEN

The **University of Udine**, domiciled in Udine, Via **Palladio** n. **8**, Fiscal code **80014550307**, hereinafter referred to as the University, in the person of its representative, Prof. **Giovanni Cortella**, born in **Padova** on **09/03/1962**

AND

| Firm/Institution: | | | |
|---|---------------------------------|--------------|--|
| Full Address: | | postal code: | |
| e-mail: | web: | | |
| sector: | product: | | |
| n. of Employees: | VAT Number: | | |
| hereinafter referred to as the <i>I</i> | Firm/Institution, in the person | of: | |
| in quality of: | | | |
| , born in: | | on: | |

THE PARTIES AGREE AS FOLLOWS

Art. 1.

According to Art. 18 of Law n.196, 24.06.1997, the *Firm/Institution* is to place its facilities at disposal of the trainees, under proposal of the *University*, subject to Art. 5 of the implementing decree of Art.18 of Law n.196 of 1997.

Art. 2.

1. According to Art. 18, par. 1, lit. d) of Law n.196 of 1997, the relations between the *Firm/Institution* and the trainee are not employment relations.



UNIVERSITÀ DEGLI STUDI DI UDINE

- 2. During the training period, the trainee is supervised by the *University* Tutor, who shall check the scientific and cultural content of his activities and organize them, together with a *Firm/Institution* Tutor.
- 3. The type of activity attended by every trainee during the training period at the *Firm/Institution* is defined following an operational project (see attached form), which indicates:
 - the name of the trainee;
 - the names of the *University* Tutor and of the *Firm/Institution* Tutor;
 - the duration, goals and program of the training period and the weekly/daily timetable at the firm;
 - the *Firm/Institution* premises (plants, departments, offices) where the training takes place;
 - the identifying details of the INAIL insurance, regarding accidents at work, and of the civil liability insurance.

Art. 3.

- 1. During the training period, the trainee is bound to:
 - perform all the activities of the project, observing the timetable, the internal rules and the coordination of his activity in the *Firm/Institution*;
 - respect the rules of behaviour stated in the current laws about safety and hygiene at work;
 - maintain secrecy concerning production processes, products or any other information which he has gained knowledge of during the training period.
- 2. In case of damaging behaviour on the part of the trainee against the *Firm/Institution*, the latter can interrupt the collaboration upon notice at the *University* Tutor.
- 3. In case of early termination of the operational project, the trainee is to give written communication to the *University* and to the *Firm/Institution* upon reasonable notice.

Art. 4.

- 1. For what concerns accidents at work the *University* grants insurance coverage by INAIL provided for by T.U. INAIL approved by Presidential Decree n. 1124/65 and n.156/99 and in case of civil liability by specialized insurance companies. If an accident occurrs during the training period, the *Firm/Institution* will promptly report the fact to the insurance institutes and to the *University*, which will fulfil any obligations concerning the law.
- 2. The *University* will periodically communicate to the Region, the provincial bodies of the Ministry of Labour and Social Security and to the local organs of the most representative national federations the information regarding the Convention and the operational projects.
- 3. At the end of the training period, the *University* will attest the activities performed by the trainee.



Art. 5.

- 1. The *Firm/Institution* is to apply to the trainee the protective measures for health and safety at work according to the national regulations of the country where it is domiciled and their
 - following modifications and integrations, in conformity with EU-directive 89/391/EEC. The *University* will provide that the medical inspector appointed by the *University* (medico competente dell'Ateneo) attests the health conditions of the trainee, if required
- 2. The *Firm/Institution* is to communicate to the trade union representatives, if present, the information regarding the Convention and the operational projects, according to the regulations in force in the country of the *Firm/Institution*.
- 3. The *Firm/Institution* commits itself to inform the *University* of any eventual employment relations with the trainee after the training period.

Art. 6.

This Convention lasts one year from the date of the agreement and its tacit renewal is presumed, unless one of the parties sends a written notice of termination to the other party at least 30 days before expiration.

Art. 7.

For any other case not provided for in this Convention the parties refer to the current laws on the matter, that is the corresponding national regulations of the country of the *Firm/Institution*.

| Udine, | |
|--|--------------------------|
| For the University of Udine (the University) | For the Firm/Institution |
| Prof. Giovanni Cortella | THE LEGAL REPRESENTATIVE |