

Student Placement Agreement

(according to the Decree of the Italian Ministry of Labour and Social Affairs n° 142 dated March 25th 1998)

BETWEEN

The **University of Naples Federico II**, registered office Corso Umberto I, n° 40, Naples, VAT number 00876220633, henceforth referred to as “the University”, represented by the Chancellor **Gaetano Manfredi**, born in Ottaviano (NA), Italy, on 04/01/1964

AND

..... (name of the Company, Institution or Agency), with head office in.....(Country) (City) (Address)..... (ZIP code) VAT number henceforth referred to as “the Host”, represented by..... born in (City)(Country) (Date) carrying out his job responsibilities in¹ (Address) and officially authorized to act as representative of the company/institution in the present agreement.

WHEREAS, in order to facilitate the professional choices of students by providing them with the opportunity to gain direct experience from the labour market and in order to make both study and work part of the educational process, universities, according to the art. 18, par. 1 lett. a, of the law no. 196, June 24, 1997, are entitled to promote training and career guidance programmes in the labour market for the benefit of those who have already completed their compulsory education;

WITH REGARD TO the implementing rules of principles and criteria, according to the art. 18 of the law no. 196, of June 24, 1997, about training and career guidance programmes issued by the Ministry of Labour and Social Security by decree no 142 of March 25, 1998;

WITH REGARD TO the art. 10 of the Ministerial Decree no. 270 of October 22, 2004, and its attendant rules on the qualifying training objectives and activities of the classes;

IT IS HEREBY AGREED THAT:

Article 1

In compliance with law n° 196 of June 24 1997, article n° 18, the Host undertakes to host students proposed by the University at its own premises, according to an individual training programme that both the University and the Host have agreed upon. The number of students shall not exceed the number indicated in Article 1 of the Decree of the Italian Ministry of Labour and Social Affairs n° 142 of 25th March 1998, if the placement activity takes place in Italy.

Article 2

1. According to the law n° 196/97, article 18, paragraph 1, subparagraph d), the placement shall not be considered as a form of employment. Solely for the purposes and effects of D.L. no. 81 of April 4, 2008 and following additions, the student is treated as an employee of the Host. The Host is responsible for the implementation of protection and safety measures in the workplace according to the current regulations, as specified in the following art. n. 5.

¹ Address of the company

2. During his/her placement period, the student's activities will be supervised by a tutor, in the role of Scheme Director, appointed by the University, and by a supervisor appointed by the Host.

3. For each student, a programme of work will be prepared, signed on behalf of the University by the Head of the Department, the Director of Course or the teacher or a designated contact person for placement.

This programme will include:

- the name of the student;
- the name of the supervisors appointed by the University and the Host;
- the learning objectives and other details of the placement programme;
- the duration of the placement period;
- the site where the activities will take place;
- the identification details for the INAIL (*Istituto Nazionale Infortuni sul Lavoro*; industrial injury compensation board) insurance and third-party liability or equivalent.

4. The actual placement will start after all formalities concerning the programme have been completed.

Article 3

1. The University insures the students against any industrial and work accident with INAIL (*Istituto Nazionale Infortuni sul Lavoro*; industrial injury compensation board) and against any third-party liability with any private insurance company.

2. The University binds its supervisors to respect the rules of secrecy and confidentiality related to data, information or knowledge of anything they may learn about throughout the placement activity.

3. The University will certify, through the University Doctor, the student's health eligibility in carrying out the educational activities, in the case provided by art. 5 par. 1 lett. c.

Article 4

During the placement period the student shall:

- a) carry out the activities specified in the individual learning programme and perform the assigned tasks;
- b) comply with current regulations and company policy concerning matters of health and safety in the workplace and all the requirements relating to the Host or the University according to the art. 5 of this Agreement and D.L. n. 81, 2008;
- c) not disclose any confidential data, information or expertise he/she may acquire during their training activity and beyond;
- d) report the activity on a record form provided by the University.

Article 5

The Host undertakes to:

- a) provide the student with appropriate training space and equipment;
- b) ensure student's hygiene and safety conditions according to the current regulations and acquaint him with the contents of the emergency plan;
- c) apply to the student who is regarded as an employee the health and safety measures in the workplace according to D.L. 81/08 and following changes and additions.

Particularly, the Host shall:

- instruct and inform the student about the risks involved in the activities;
- provide personal protective equipments (PPE) if required;
- activate the health monitoring, if required. In this case the University will certify, through the University Doctor, the student's health eligibility in carrying out the planned educational activities;

- d) in the case of an accident during internship activities, the accident must be reported in good time to the Director of the Department to which the Internship Study Course belongs. This is to allow the Director to be able to report the accident to the National Institute for Insurance against Industrial Injuries (INAIL) within the time as foreseen by the law in force;
- e) to issue the internee, where asked for, with documentary evidence of what happened to the afore-mentioned internee, where the effective happening of the programmed activities was evicted.

Article 6

Placement programmes do not involve any financial burdens or other type of charges for either the University or the Host, except for those specifically mentioned in this Agreement or established by the Host on its own initiative.

Article 7

- 1. The present Agreement will last for three years as, with effect from the day of its drawing-up. Upon expiry of the contract, it can be renewed in accordance with the express will of both parties. Each party may decide to back out of the agreement before its expiry date by providing the other party with a six (6) month-prior written notice.
- 2. In case of notice, the student must be guaranteed to accomplish the placement programme.
- 3. The parties undertake to treat personal data of subjects (natural and legal persons), covered by this agreement, and of subjects involved in training activities projects agreed under this Agreement, in compliance with the D.L. 196/2003.

Article 8

For any other matter not ruled by the present agreement, hereby the parties agree to act in accordance with the current and relevant laws and regulations.

Article 9

This document will be drawn up in two original copies, one of which will be given to the Host and the other to the University.

Signature for the **University**, date

Signature for the **Host**, date