FRAMEWORK INTERNSHIP AGREEMENT

BETWEEN

the Università della Valle d’Aosta - Université de la Vallée d’Aoste, located in Aosta, Strada Cappuccini 2/A, tax code 91041130070, herein referred to as 'the University' or ‘the Organiser’ represented by the pro tempore Rector Marilagrazia MONACI, entitled to do so in accordance with the Decision No 42 of 13/05/2019 of the University Council, which approves the Internship Regulations

AND

(name of host organisation) Pentagon Sales GmbH whose registered offices are at Lindenstraße 31, Elwangen, Deutschland, tax registration code/VAT number DE299865649 herein referred to as 'The Host Organisation', represented by Tobias Petters.

WHEREAS

• qualified organisations as referred to in Art. 18 (1) (a) of Italian Law No 196 of 24 June 1997 can organise Internships for students who have completed their compulsory education pursuant to Italian Law No 1859 of 31 December 1962, in order to assist them in their professional choices through direct experience of the working context and cooperative education;
• Decree No 270 of 22 October 2004 of the Italian Ministry of Universities, Academic Research and Technology 'Modifications to the regulations containing rules concerning educational autonomy of universities ', comprises among the activities offered by the courses referred to in Article 10 (5) (d), educational activities aimed at facilitating career decisions, through direct contact with the professional field to which the relevant qualifications may grant access. These include, in particular, the Internships provided for by Decree No 142 of 25 March 1998 'Regulations on the implementation of principles and criteria referred to in Article 18 of Italian law No 196 of 24 June 1997 on internships';
• the Organiser and the Host Organisation intend to develop joint initiatives aimed at encouraging student employability and enriching their training.

It is HEREBY AGREED as follows:

Article 1 - Object

Pursuant to Article 18 of Italian Law No 196 of 24 June 1997 the Host Organisation undertakes to accept on its premises students and graduates at the University.
The Internship does not constitute employment.

Article 2 - Internship goals and structure

The 'Internship Project', a document drawn up for each Intern and signed by the Organiser, the Host Organisation and the Intern, sets out the internship workplace, duration (normally between 2-6 months), working hours, tasks and activities, goals and methods. It also contains details of the relevant INAIL (Italian Workers' Compensation Autorithy) accident insurance and liability insurance.
Article 3 - Duties of the Organiser

The Organiser:
1. appoints a teacher who takes up the role of academic supervisor for each internship, whose main tasks are to outline the methodological framework of the internship, to liaise between the Organiser and the Host Organisation and to oversee the activities performed from a scientific point of view;
2. agrees with the Host organisation upon a personalised Internship Project;
3. provides the Intern with the necessary internship documentation;
4. takes out insurance for the Intern against accidents in the workplace with INAIL and liability insurance with companies that operate in the sector;
5. formally announces the beginning of the internship to the Region or delegated Province, the provincial inspection offices of the Ministry of Labour and Social Security, as well as trade unions, as required by the legislation in force.

Article 4 - Duties of the Host Organisation

The Host Organisation:
1. appoints a company supervisor from amongst its employees possessing suitable professional skills consistent with the Internship Project, who will guide the Intern;
2. agrees with the Organiser upon a personalised Internship Project;
3. ensures that the Internship complies with the legislation of the host country and, in case it takes place in Italy, with the provisions of Legislative Decree No 81 of 9 April 2008 concerning the protection of health and safety in the workplace and Legislative Decree No 151 of 26 March 2001 on protection and support to maternity and paternity, as applied to interns;
4. ensures that the Intern receives proper training on the risks associated with the internship on its premises, with particular focus on the tasks assigned;
5. ensures full and complete access to all premises, plants, equipment and staff throughout the internship, as agreed when drafting the Internship Project;
6. in case of accident or injury during the internship, immediately reports the event, in any case no later than 24 hours, to the insurance companies (providing the number of the policy subscribed by the Organiser) as well as to the Organiser;
7. allows the academic supervisor free access to its premises;
8. undertakes not to replace its workforce with the Intern, for any activity whatsoever, including extraordinary ones;
9. monitors the presence of the Intern on a daily basis by keeping a special register signed by the company supervisor;
10. notifies the Organiser in advance of any changes in the timetable (days and times) of the internship and the place of work;
11. contributes to the internship assessment, for the purposes of eventually granting, on the Organiser’s part, a certificate testifying to the acknowledgement and validation of the know-how, abilities and skills acquired during the internship.

Article 5 - Duties of the Intern

The Intern:
1. collaborates with the Organiser and the Host Organisation in the drawing up of the Internship Project;
2. fills in a daily attendance register at the Host Organisation's premises;
3. undertakes to adhere to the organisation’s internal regulations and practices, to take part in its training programme, to make use and take proper care of the personal protective equipment provided by the Host Organisation, to avoid making changes to machinery, equipment and/or safety devices and to comply with the accident-prevention, hygiene, safety and health regulations in the workplace;
4. carries out the activities set out in the Internship Project and collaborates with the supervisor in order to achieve the pre-established learning objectives;
5. guarantees due respect of the confidentiality of data, information and knowledge acquired during the internship in relation to production processes and products.
Article 6 - Interruption and termination of the Internship

Should the Intern wish to terminate the internship, his/her request must be duly authorized by the academic supervisor. Where the Host Organisation intends to terminate the internship, it shall give timely communication to the Organiser, indicating the reasons.

Military or civil service, an accident or a long-term illness (for a total length equal to or longer than 10 calendar days), compulsory maternity leave and voluntary parental leave lead to the interruption of the internship. The internship may also be interrupted due to company closing periods (for a total length equal to or longer than 15 calendar days). Should the above circumstances no longer apply, the internship can be resumed and completed. The interruption period shall not be taken into account for the calculation of the total length of the internship.

Article 7 - Personal data Processing

In accordance with the General Data Protection Regulations (EU Regulation 2016/679 or GDPR) and to Legislative Decree 196/2003, as amended by Legislative Decree 101/18, the Organiser and the Host Organisation declare they have been informed and explicitly consent to the processing of personal data concerning the parties of this Agreement and the data subjects, collected by any means whatsoever as a result and during the execution of the Agreement, for the sole purposes of the Agreement itself. The Organiser and the Host Organisation are Autonomous Controllers. They undertake, each for the data which are within their competence, to process personal data pertaining to the present Agreement on paper and electronically, pursuant to Legislative Decree 196/03, as amended by Legislative Decree 101/18 and by the GDPR, lawfully, fairly and in a transparent manner under Article 5 of the GDPR and declare they will process personal data exclusively for the purposes related to the execution of the present Agreement, in pursuing their institutional goals.

To govern their relationship with data subjects, the Organiser and the Host Organisation, each for the data which are within their competence, refer to their own Data Protection Notice available on their institutional websites.

The Host Organisation appoints the interns who carry out their activities on their premises as ‘Persons authorized to process personal data’, in accordance with Article 29 of the GDPR and Article 2m of Legislative Decree 196/03. Interns will only have access to personal data strictly necessary for the purposes of the internship and are bound by a confidentiality obligation on the production processes of the Host Organisation and on any other information brought to their knowledge during their internship.

The Host Organisation guarantees to the University it has brought to the knowledge of its employees/collaborators, as part of its internal policies and/or in the most suitable manner, the regulatory provisions concerning personal data processing and that it has taken all the necessary steps in order to ensure correct data processing, pursuant to Articles 5-25-32 of the GDPR. Consequently, it undertakes to relieve the University from any administrative and civil liability which may arise from data processing procedures that do not comply with the legislation on personal data protection.

The Data Protection Officer for the Organiser can be contacted at the following address: protocollo@pec.univda.it, rpd@univda.it
The Data Protection Officer for the Host Organisation can be contacted at the following address: Tobias.stuchlik@pentagonsales.de

Article 8 - Duration of the agreement

The present Agreement is valid for 5 years, starting from the date of signature of both parties. Either party may withdraw from this Agreement at any time, upon prior written communication, including e-mails, at least 30 days in advance. Withdrawal from or the natural expiration of the Agreement will not affect ongoing internships, which will end as indicated in the individual Internship Project.

Article 9 - Settlement of disputes

The Organiser and the Host Organisation agree to settle amicably any dispute that may arise from the interpretation and enforcement of the present Agreement. Should an agreement not be reached, the Court of Aosta shall be held exclusively competent for any controversy relating to the validity, interpretation, execution or termination of the present Agreement.
Article 10 - Registration and stamp duties

The present Agreement is drawn up in one single original filed within the Organiser's records. One copy will be issued to the Host Organisation. Stamp duty and all other fees regarding this Agreement are at the expense of the Host Organisation, unless otherwise mutually agreed. Stamp duty exempt pursuant to Article 1, paragraph 731, of Italian Law No 234 of 30 December 2021.

This Agreement shall be registered only in the event of use. Registration fees are at the expense of the requesting party.

Article 11 - Final provisions

All matters not expressly covered by the present Agreement are governed by the relevant provisions of law.

Read, approved and signed.

Signed on behalf of the Organiser – The Rector

Signed on behalf of the Host Organisation