**INTERNATIONAL INTERNSHIP AGREEMENT**

**FOR RECENTLY GRADUATES**

This agreement governs relations among Università degli Studi di Milano, VAT 03064870151, having its registered office at via Festa del Perdono 7, Milano, Italy and represented by its Rector Pro Tempore, hereinafter referred as “the University”

**AND**

……………………………………….…….. (complete business name) , ……………………… (VAT/ NationalReg N), having its registered office at …………………………………… (complete address of the registered office), represented by ……………………………………………. (function/role inside the Hosting Company/Institution) as its legal representative, hereinafter referred as “the Hosting Company /Institution”

**AND**

The graduate performing the internship, hereinafter referred as “the Trainee”

**WHEREAS**

- The direct knowledge of business world enhances professional choices as well as the connection between job demand and supply;

- The University, according to the provisions in force, fosters the internship as a fundamental stage in students’ education course, thus committing itself to promoting and supporting internship activities for:

1. students enrolled in bachelor's and master's degree courses, vocational masters, research doctorates;
2. recent graduates of bachelor's and master's degree courses, new research doctors and new vocational masters graduates, starting within twelve months from graduation.

The office appointed to manage administrative aspects concerning the activation procedure of internships is COSP – Ufficio Stage (Internship office), whose contact info are:

* email: convenzioni.stage@unimi.it;
* phone: +3902/50312032 (h.10:00 am -12:00 pm, Tuesday and Thursday).

**AGREE AND DECIDE AS FOLLOWS**

**Article 1**

Università degli Studi di Milano fosters the setting up of an internship on behalf of ……………………………………. (Trainee’s surname and name), tax code …………………………………..., University ID n. ………………, University course …………………………………. (name of the course study), date of graduation dd/mm/yyyy, e-mail address ……………………………………… for the Hosting Company / Institution

**Article 2**

The internship may not in any event be deemed an employment relationship as stated by law; therefore, it can only pursue the aims of personal education and business knowledge.

**Article 3**

The internship program that the trainee will attend consists in:

……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

The internship will be carried out in the following modality:

[ ]  In presence

[ ]  Remotely

Address of the Hosting Company/Institution operational headquarters (specify the complete operational headquarters address even in the instance the internship takes place remotely):

…………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

**Article 4**

While carrying out internship program the trainee will be assisted by:

* The Hosting Company / Institution Tutor: …………………………………

 e-mail address ……………………………….;

* University tutor Barbara Rosina

 e-mail address stage@unimi.it, as the University representative in charge of monitoring the internship program.

All parties may carry out justified substitutions of the tutor, upon communication to the parties.

**Article 5**

The internship will take place from dd/mm/yyyy to dd/mm/yyyy

**Article 6**

The University commits itself to provide the trainee with insurance cover against any risk of accident that can occur during the activities *in situ*:

1. against work accidents through policy nr. Unipol-SAI n. 78/156035901
2. civil liability cover through policy Polizza RCT/O – UnipolSai Assicurazioni S.p.A. –n. polizza 65.171912201.

Should an accident occur, the Hosting Company /Institution is required to immediately report the accident to the competent office of the University in order to ensure that all formalities are completed. Contact information and the dedicated procedure are available on the University website at the following page: <https://www.unimi.it/en/study/student-services/rights-health-and-well-being/health-and-safety/insurance-and-accidents>

**Article 7**

The Hosting Company / Institution, on its part, undertakes:

- To respect and make respected the agreed internship project in all its aspects (aims, contents, times and methods);

- To inform the University of any substantial changes to the terms of the assignments, which the Hosting Company / Institution may wish to make;

- To allow the University tutor to contact the trainee or the Hosting Company / Institution tutor in any moment to verify the progress of the internship;

- To send a final report to the University drawn by the tutor, concerning both the implementation of the project and the achievement of its objectives;

- To promptly inform the University in case of postponement of the termination day or of a possible early termination of the internship, by sending an email to convenzioni.stage@unimi.it;

- To provide and adopt all preventive and safety measures to protect the health and safety of the trainee, assuming any risk assessment burden, even if only potential, to which the trainee could be exposed to during their stay at the Hosting Company / Institution;

- To provide and ensure the information regarding the risks and measures taken by hosting institutions/companies for the prevention of COVID-19;

- In the instance that the internship will take place physically, to comply with all the COVID-19 preventive measures in place in the host country and to adopt for the trainee the same safety measures defined for workers by the corporate COVID-19 prevention protocol with which the Hosting Company / Institution is equipped;

-To confirm that the conditions of the agreement fully comply with the host country labor and internship legislation in force.

**Article 8**

During the internship the trainee commits:

- To comply with the advice of their tutors;

- To fulfill the job duties within the times and in the form laid down in the Agreement, by conforming to the time regulations and the working environment, the rules and the practices of the Hosting Company / Institution;

- To be bound by professional secrecy both during and after their internship with regard to products, production processes and any other activity or characteristics of the Hosting Company / Institution that they may become aware of during the internship;

- To draw up a final report on the activity done during the internship, in agreement with The Company / Institution;

- In the instance that the internship will be carried out in presence, to comply with all the specific prevention measures, including COVID-19 containment, adopted and that will be made available by the Hosting Company /Institution;

-To be responsible for obtaining own visa and other immigration formalities, and all other travel and related documents required for the internship at the Hosting Company/Institution.

**Article 9**

The trainee [ ] will / [ ] will not be given a monthly income. In case of payment, the remuneration will be of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ grossly per month/week for the entire duration of the internship.

In case The Hosting Company / Institution recognizes a remuneration, it remains the responsibility of the trainee to pay duly taxes on it and to count the received payments towards any other granted scholarships.

**Article 10**

The parties acknowledge that the University and the Hosting Company/Institution may process Personal Data of graduates who engage in an internship activity under this agreement. Pursuant to Art.26 GDPR, the parties represent that they are joint data controllers in the performance of this Agreement and that the personal data processing will be exclusively for the purposes defined by this Agreement

The data will be processed in manual and /or automated ways, according to principles of lawfulness and correctness and in order to protect the integrity and confidentiality of data and the rights of data subjects, in compliance with adequate data protection security measures, also particular ex art.9 of the EU Regulation, as required by current legislation on the protection of personal data.

The personal data that will be collected and processed, will concern the activities carried out by trainees as part of their internship project; the opinions expressed by the tutors regarding this internship and, if necessary, data relating to the university career, the ones entered in the curricula and data relating to absences, and also on supporting documents.

For all other treatments the parties are independent data controllers and both perform independently the obligations required by law.

The Hosting Company/Institution appoints trainees as "Persons authorized to process data", pursuant to art.29 of the GDPR. Trainees will be able to access only the data strictly necessary for their internship, with the obligation of confidentiality.

The Hosting Company/Institution gives, under Art. 12, 13, 14 and 26 GDPR, to the data subjects, also on behalf of the University, the information notice. The information notice must specify the joint ownership of the processing between the parties

The parties make available to each other, if necessary, all the information requested in order to guarantee the respect of their rights under the law on data law and to cooperate about requests by the Authority Guarantor or by the Judicial Authority regarding the processing of the data covered by this agreement.

At the end of the Internship, the parties undertake to delete all the data in their possession including any copies saved on computer devices, giving evidence to the other party.

The Parties also undertake to manage any data breaches in accordance with the protocols implemented in their respective institutions. In any case, each Party undertakes to notify the other promptly and without delay of any breach.

Protection Officers who have been appointed and who are contactable:

The University: Prof. Avv. Pierluigi Perri – mail address: dpo@unimi.it

The Hosting Company/Institution: …………………………………………. (name and surname) - mail address: ………………………………

In any case, any liability among the parties is to be understood as shared due to the percentage of fault respectively attributable to the creation and management of the harmful event.

The parties acknowledge the nullity of any clauses of this Agreement that is contrary to and/or incompatible with applicable personal data protection law.

**Article 11**

The Hosting Company / Institution has the right to terminate this agreement in the event of gross misconduct by the trainee and in event of failure by the trainee to carry out the assignment satisfactorily.

The University also reserves the right to terminate the Agreement at any time in case of repeated and serious irregularities by the Hosting Company / Institution during the progress of the internship, reported by the trainee or the University responsible for monitoring the internship program.

**Article 12**

For all issues not covered by this Agreement the Parties will rely on the Courts of Milan.

Read, agreed, signed

|  |  |
| --- | --- |
| For Università degli Studi di MilanoThe legal representative | Milan,  |
| For the Hosting Company/institutionThe legal representative | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, dd//mm/yyyy |
| The Trainee |  |