**INTERNSHIP AGREEMENT FOR RECENT GRADUATES**

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| The University |
| Institution  | Università degli Studi di Milano |
| VAT number | 3064870151 |
| Registered office address | Via Festa del Perdono, 7, 20122, Milano, Italy |
| Represented, as its legal representative, by  | Rector Pro Tempore |
| Office appointed to manage administrative aspects concerning the activation procedure of internships:  | COSP – Ufficio Stage *(Internship office)* * Email: convenzioni.stage@unimi.it
* Phone number: +390250312032(10-12 a.m., tue and thur)
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| Internship Host  |
| Complete registered name  | ………………………………………………………………….  |
| VAT number |  …………………………………………………………………. |
| Registered office address | …………………………………………………………………. |
| Represented, as its legal representative, by*(Name, surname, role/function at the Internship Host)* | …………………………………………………………………. |
| Office/Person of contact appointed to manage administrative aspects concerning the activation procedure of internships:  | ………………………………………………………………….* Email: ………………………………………………………
* Phone:

………………………………………………………  |
| The Intern  |
| Surname and name | …………………………………………………………………  |
| Tax code *(codice fiscale)* | …………………………………………………………………  |
| Home address  | ………………………………………………………………… |
| Phone number |  ………………………………………………………………… |
| E-mail address  |  ………………………………………………………………… |
| University ID number (*matricola)* |  ………………………………………………………………… |
| University degree | ………………………………………………………………… |
| Graduation day  | dd/mm/aaaa |

This Agreement regulates relations between the University, the Internship Host and the Intern (each a Party and together the Parties), concerning the setting up of an internship to be held at the Internship Host operational headquarters by the Intern who graduated from the University not earlier than twelve months prior to the proposed starting date of the internship.

Internships abroad for recent graduates may take place exclusively in the instance they are consistent with the internship and/or employment legislation in force in the Country where the Internship Host is set. Notably, whether it allows for recent graduates no longer enrolled into an education institution to take part to an internship not integrated into a study program and for the institution they have graduated from -for the sake of this Agreement, the University- to be the Sending Institution of the internship.

It is sole responsibility of the Internship Host to verify and ensure the internship subject of this Agreement is consistent with the internship and/or employment legislation in force in the Country it is set.

The internship may not in any event be deemed an employment relationship as stated by law, therefore pursuing only the aims of personal education and business knowledge by the Intern, who shall not be treated as an employee by the Internship Host.

**WHEREAS**

* The direct knowledge of the 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 valuable tool for its graduates to gain a more knowledgeable understanding and hands-on approach to the job market;
	+ commits itself to promote internship opportunities for its graduates, starting no later than twelve months after graduation from one of the following types of degree programs issued by the University: Bachelor's degree, Master's degree, Single-Cycle Master's degree, vocational Master, Specialization Schools, PhDs, or other programs issued by the University which -upon completion- awards a certificate with public value;
	+ reserves to set-up internships abroad for its graduates only in the instance prospective Internship Hosts had incontrovertibly verified and ensured that such internships are consistent with the internship and/or employment legislation in force in the Country where they are set. Notably, whether it allows for recent graduates no longer enrolled into the University to take part to an internship not integrated into a study program and for the University to be Sending institution of the internship.
* The Internship Host:
	+ proposes the following internship project to be performed at its facilities by the Intern, in the time and manner described below.
	+ undertakes to respect and make respected the agreed internship project in all its aspects.
	+ confirms that the conditions of the agreement fully comply with the Host Country labor and internship legislation in force.
* The Intern graduated from the University not earlier than twelve months prior to the starting date of the internship, as subsequently stipulated.

**THE PARTIES AGREE AS FOLLOWS**

**Article 1 – Internship Project**

**1.1 Duration**

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

During this period, the Intern’s involvement will be of ….. hours a day (max), for a total ……. hours a week (max). *(To fill in with the maximum hourly involvement requested of the Intern, both a week and a day)*

**1.2 Operational headquarters**

Address of the Internship Host’s operational headquarters *(Transcribe its full address, even in the instance the internship takes place remotely)*:

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

**1.3 Activities, aims and modalities**

The Intern will be involved in the following activities:

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The Intern will not carry out any of these activities autonomously and won’t be left unsupervised by the appointed Internship Host’s tutor.

The internship will be carried out in the following modality:

* [ ] In presence, at the internship Host’s operational headquarters.
* [ ] Remotely, from the Intern’s address whilst residing in the country where the internship Host’s operational headquarters is set.
* [ ] Remotely, from the Intern’s address of residence in Italy.

Main aims of the internship:

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**1.4 Tutors**

The Intern will be supervised by:

* the Internship Host tutor: ……………………………

e-mail address: ……………………………….

phone number: ……………………………….

* the University tutor: Dr. Barbara Rosina

e-mail address: stage@unimi.it

Both the University and the Internship Host may carry out justified substitutions of the tutors, upon communication to the other Parties involved.

**Article 2 – Variations**

**2.1 Substantial changes**

Were one of the Parties to request a variation of any of the aspects of the internship project stated at Article 1, it shall promptly inform the other Parties and seek their approval before its implementation.

Any such variations may be pertinent to:

* internship duration (early termination and/or extension)
* tutors
* any substantial changes to the terms of the assignments

**2.2 Trips**

The Intern may carry out activities strictly related to the internship aims at a location other than the one specified at Article 1.2 of the present agreement.

Where the trip is pertinent to the internship project and the achievement of the expected aims, it stands that it shall be compulsorily carried out alongside the tutor and/or another contact person of the Internship host.

In the event the trip had not been previously a part of the internship project, the Internship Host has to inform the University well in advance for its approval, contacting the Internship Office via email and providing the following information:

* trip starting and ending dates
* trip location address
* motivation and activities to be carried out by the Intern
* name and contact details of the Internship host’s contact person who will accompany the Intern

**Article 3 – Insurance coverages and supplementary insurance policies**

**3.1 University insurance policies**

The University provides the Intern with insurance coverages against any risks that can occur during the activities *in situ*, as per the following policies:

* work accidents policy: UNIPOLSAI Assicurazioni S.p.A. n. 78/188575113
* civil liability: policy UNIPOLSAI Assicurazioni S.p.A. n. 65/203752854

Should an accident occur, the Internship Host 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>.

The Intern:

* consents to any such disclosure by the Internship host.
* notes that the coverage of the insurance policies granted by the University are strictly related to the activities performed under the scope of this Agreement and that their validity is limited to the places and time in which such activities take place.

**3.2 Supplementary insurance policies**

The Intern ears the recommendation of the University to independently stipulate supplementary insurance policies to cover specific risks related to the country of destination (e.g.: family protection; personal property protection; legal protection; medical expense reimbursement and health care; crisis management).

**Article 4 – Remuneration**

Where in accordance to the Host Country legislation in force during the validity of this Agreement, the Internship Host shall grant a remuneration to the Intern amounting grossly to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per month, for the entire duration of the internship.

The Internship Host may grant the Intern with a compensation for reasonable expenses incurred, up to \_\_\_\_\_\_\_\_ per month.

The Intern is responsible to pay duly taxes on any received remuneration, and to verify its compatibility towards any granted scholarship.

**Article 5 – Health and safety measures**

For what concerns the applicable health and safety measures, the Internship Host undertakes to:

- adopt preventive and safety measures to protect the health and safety of the Intern, including assessment of the risks to which they could be exposed to during their stay at its premises for the duration of the internship.

- adhere towards the Intern, to the same obligations concerning the information for workers and healthcare supervision as applied to its work force and in correlation to the activities at the core of the approved internship project.

- fulfill all the expected safety trainings’ obligations towards the Intern, as similarly applied towards its workers/employees. This includes ensuring health and safety requirements/checks are in place for the Intern if they are working remotely.

**Article 6 – Internship evaluation**

The Internship Host and the Intern undertake to fill in a final evaluation report, drawn upon an online form forwarded via email by the University on the final day of the internship, concerning both the implementation of the project and the achievement of its aims.

**Article 7 – Intern obligations**

During the internship, the Intern commits to:

- Fulfill the set-out internship requirements within the times and in the form laid down in the present Agreement.

- Conform to the regulations, policies and procedures applied by Internship Host.

- Comply with the advice of the tutors.

- Promptly inform the Internship Office of the University in the occurrence of events that differ from the agreed upon content of this Agreement and/or that may jeopardize the progress of the internship.

- Be bound by professional secrecy both during and after the internship with regard to products, production processes and any other activity or characteristics of the Internship Host that they may become aware of during the internship.

- Fill in the final evaluation form sent by the University at the end of the internship, concerning the activity done during the internship.

- Comply with all health and safety measures in place at the Internship Host and of which they will be informed of.

- Be responsible for obtaining own visa and all other relevant documents (eg. travel titles, health insurance), also fulfilling any necessary immigration formalities, required to start the internship.

Additionally, the Intern declares to:

- Be aware of the rules of conduct to be observed in the country of destination and the potential risks to which they may be exposed, and they commit to comply with the indications on recommended conduct.

- Keep up with any updates concerning the destination Country, especially through Italian diplomatic and consular channels.

- Release the University from all liability connected to any issues arising from early/late return, and holds it harmless from costs incurred (e.g. health, travel or other expenses) due to internship suspension/termination.

**Article 8 – Confidentiality and intellectual property**

For the whole duration of the internship and after its expiration, the Intern also commits to:

- Be bound by professional secrecy with regard to products, production processes and any other activity or characteristics of the Internship host that they may become aware of during the internship.

- Not to use any information gathered or obtained during the internship, for publication or communication without preliminary agreement from the Internship Host.

The Intern agrees not to keep, take away or make copy of any document or software, of any kind, belonging to the Internship host, except agreement of the latter.

The Intern is also bound by obligation of professional secrecy and respect of the rules concerning intellectual property.

**Article 9 – Personal Data Regulation**

The parties acknowledge that the University and the Internship Host may process Personal Data of the recent graduates of the University 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 in 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 the Intern 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 Internship Host appoints the recent graduates as "Persons authorized to process data", pursuant to art.29 of the GDPR. The Intern will be able to access only the data strictly necessary for their internship, with the obligation of confidentiality.

The Internship Host 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.

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 Internship Host: …………………………………………. (name, 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 10 - Early termination**

If either one of the Parties wants for an earlier termination of the Agreement, then has to promptly give the remaining Parties written communication of their decision.

Following written approval of its early termination by the Parties, the internship will thus be concluded on the agreed early termination date.

The Internship Host has the right to terminate this Agreement in the event of misconduct by the Intern and/or their incapability 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 conducted by the Internship Host during the internship.

The decision shall be sent in written to the other involved Parties.

**Force majeure.** The Parties may concur to suspend the internship when any delays or failures in reaching its foreseen aims where to be consequences of any event not under the Parties reasonable control, including, without limitation, acts of God, war, fire, flood, pandemic, epidemic, accident, terrorism, national emergencies, strike and riots.

**Article 11 – Legal authority**

* In case of any discrepancy or inconsistency between the English version of this Agreement provided by the University and any other translation towards another language given by the Internship Host and/or the Intern, the English version provided by the University shall prevail.
* In the event of conflict between this Internship Agreement and other contracts/documents signed by any of the Parties aimed at the setting up of the internship for which at this Agreement, this Agreement shall prevail.
* For any dispute concerning this Agreement not solved amicably, the Parties will rely on the Courts of Milan.

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| For the University The legal representative | Milan,  |
| For the Internship HostThe legal representative | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, dd/mm/yyyy |
| The Intern |  |