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**CONVENTION FOR THE INTERNSHIP**

between

The Fine Art Academy of Naples based in Naples at Via Costantinopoli 107 tax code: 80021000635, web [www.abana.it](http://www.abana.it), from now on called **Academy**. The Academy is represented by the Director Giuseppe Gaeta.

and

(Name of company, institute or host organization)

(Company address)

(E-mail)

(Phone)

from now on called **company**

represented by

(Name Surname)

**Granted that**

in order to facilitate the professional choices through direct knowledge of the world of work and achieve moments of alternation between study and work within the educational processes, the subjects/schools

( involved in art. 18, paragraph 1, letter a) of the Law 24 June 1997 n. 196 may promote training and orientation in companies for the benefit of those who have already completed their compulsory schooling in accordance with the Law 31 December 1962 n. 1859. The Company also undertakes to respect the numerical ratio of Permanent Workers / Trainees within the meaning of Article 1, paragraph 3 of the D.M. 25/03/1998 n. 142

**It is agreed as follows**

according to the Article. 18 of the Law 24/06/1997 n. 196, the hosting company undertakes to accept at its facilities, after proper evaluation, students for apprenticeship training and orientation on proposal of the Academy of the Fine Art under implementative decree art. 18 of Law 196 of 1997 (Ministerial Decree 25/03/1998 n. 142)

**Art.2**

1 - The training and guidance, according to art. 18, paragraph 1, letter d) of the Law 196/1997 does not constitute an employment relationship.

2 - During the internship the training and guidance is followed and verified by a tutor appointed by the Academy and tutor hosting Company.

3 - For each trainee involved it is set up a training and orientation project that contains:

• Name of the trainee

• Name of the company representative in charge to guide the trainee

• Objectives and methods of the internship, including the working timetable

• The business structures (factories, locations, departments, offices) where the training takes place

• Number of the insurance policy covering injuries and civil liability

**Art. 3**

1 The Academy provides a trainee with workplace accidents and civil liability with an INAIL insurance company operating in the industry. In the event of an accident. During the training period, the hosting company agrees to communicate the event within the time required by law, at the academy.

2 - The Academy will send to the Delegated Region or the Province, athe provincial structures of the Ministry of Labor and Social Security assigned to territory for inspection, as well as for union representatives a copy of the Convention of each training project.

**Art. 4**

1 Access to the hosting Company Facilities is allowed only during the training

2 During the internship the trainee must:

a) carry out activities as established in the training and orientation project

b) respect the rules of hygiene, safety and health in the workplace

c) not reveal, because strictly confidential, data, information or knowledge about production processes, acquired during the training period.

Art. 5

The Hosting Company agrees:

a) to guarantee the trainee the necessary assistance and training for the success of the training course

b) respect the rules of safety and hygiene at work;

(c) to apply to the trainee, as equivalent to the worker, the measures for the protection of health and safety at work as laid down in Legislative Decree 81/08 and subsequent amendments and additions. In particular, the host entity provides:

- train and inform the trainee about the risks associated with the enterprise;

- Provide individual protection devices where provided;

d) in case of an accident during the internship, report the event within two days of the accident to the INAIL and the Academy;

e) to give apprenticeship at the end of the internship, an apprenticeship certificate and a final evaluation of the progress of the project and the achievement of the objectives.

Art. 6

This placement is not a financial burden for the Academy or the Study, except for what is stated in the Erasmus Financial Agreement

Art. 7

1. This Convention shall commence on the date of its entry into force and shall last for a minimum of two months (extending beyond the expiry of an express manifestation of the will of both parties) to a maximum of twelve months. Each party may terminate the agreement by written notice by registered letter with acknowledgment of receipt, at least six months notice.

2. The Parties undertake to treat the personal data of individuals (natural and legal persons) covered by this Convention as well as of the subjects involved in the apprenticeship training projects stipulated under this Convention, in accordance with the provisions of D.Lgs. 196/2003.

Art. 8

For everything else that is not concerned in this agreement both parties will have to relate to the legislation in force and in particular Section 18 of the law of the 24 june 1997 n°196.

**Art. 9**

This document will be drawn up in two original copies, one of which will go to the Company and the other to the Academy.

 **Napoli** date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Academy of Fine Arts** **Company**

 Director Giuseppe Gaeta

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