**To be filled in by the Placement Office**

**Agreement No. \_\_\_\_\_\_\_\_\_\_\_\_ date \_\_\_\_\_\_/\_\_\_\_\_\_/20\_\_\_\_\_\_**

**EDUCATIONAL AND VOCATIONAL TRAINEESHIP AGREEMENT**

**Between**

**Politecnico di Bari, whose legal seat is in Bari (Italy) – Via Amendola 126/B - post code 70126, tax code 93051590722, VAT n. 04301530723,** **hereafter known as “Sending Institution”, represented by the Rector Prof. Francesco Cupertino born in Fasano (BR) on 21.12.1972**

**and**

**(name of the Host Organisation)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**whose legal seat is in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**nation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_adress\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**tax code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_vat number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**field of activity ­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**hereafter known as “Host Organisation”, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**born in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PROVIDED THAT**

In order to give graduates the opportunity to put into practice knowledge acquired during their studies and facilitate professional choices through direct experience in the world of world, the Sending Institution promotes educational and vocational traineeships in cooperation with public and private employers

 **it is hereby agreed as follows:**

**ARTICLE 1**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the Host Organisation) is available to accept …………………. (... number) persons proposed for educational and vocational traineeship by POLITECNICO (Sending Institution).

**ARTICLE 2**

1. Educational and vocational traineeships cannot be considered as form of employment between the parties.

2. During the traineeship the activities are monitored and checked by a tutor appointed by the Sending Institution - who is responsible for all educational aspects - and by a tutor from the Host Organisation.

3. An individual training and orientation project will developed for each trainee accepted by the Host Organisation with the following information:

* name of the trainee
* name of the Host Organisation
* name of the tutor appointed by the Sending institution
* name of the tutor chosen by the host Organisation
* overall activities and goals to be achieved during the traineeship
* workplace in the host Organisation where the trainee will be hosted
* details of insurance coverage: accident and liability

**ARTICLE 3**

During the traineeship the trainee is obliged to:

* carry out the activities referred to project
* respect the timetables set by the project
* follow the instructions of the tutor
* respect the company rules
* to comply with the current regulations on matters of hygiene, safety and health in the workplace

not to divulge any confidential data, information, knowledge concerning production processes and product that the trainee may acquire during the traineeship.

**ARTICLE 4**

The duties of Host Organisation are:

* guarantee the training project as approved by all parties
* check the training record book
* fill the final report and satisfaction survey and forward it to the sending institution
* promptly inform the sending institution of any accident to the trainee during the mobility period
* promptly inform the sending institution of any change to the traineeship period (extension, suspension or interruption)
* ensure safe working conditions in the workplace (in accordance with national law and the European OSH – Occupational Safety and Health Framework Directive 89/391 of 12.06.1989 and subsequent amendments).

**ARTICLE 5**

The host Organisation agrees that the duration of the traineeship is the one approved in the training project.

**ARTICLE 6**

The trainee is allowed to take part in activities outside the Host Organisation’s headquarters. In this case, the Sending Institution must be informed before the activity takes place by sending an email to Placement Office.

**ARTICLE 7**

1. The Sending Institution provides the following insurance policies to trainees:

1. insurance against any accidents at work with INAIL (Istituto Nazionale Assicurazione contro gli Infortuni sul Lavoro): PAT INAIL 90404827 C.C. 84;
2. third-party civil liability to the trainee: n. 189838982 Company: UNIPOLSAI.

2. The Host Organisation may also provide insurance during the traineeship period and the details of the insurance policy/policies has to be attached to this agreement.

3. If the trainee has an accident or he is wrong during the traineeship period, the Host Organisation shall promptly notify the Sending Institution by sending an email to Placement Office.

If the trainee is also covered by a private insurance policy, the Host Organisation must promptly notify the private insurance company as well.

**ARTICLE 8**

1. In case of dispute arising out or in connection with this agreement, the Parties shall first endeavour to settle it amicably.

All disputes which cannot be settled in this way shall be escalated to the senior management/ executive of the Parties, and if not resolved by such negotiations, the applicable law is the law of the country where the dispute arose.

2. This agreement will be valid for five years, starting from the date of its signature and will be valid only in the case where the Host Organisation accepts the trainee coming from the Politecnico di Bari; if either party decides to withdraw, it must notify the other by registered letter.

Date and Place, \_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| For the POLITECNICO DI BARI Prof. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Rector[stamp and signature]  | For the Host Organisation Dr./Prof.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_The legal representative[stamp and signature] |