



**AGREEMENT FOR TRAINING AND ORIENTATION PERIODS ABROAD FOR
STUDENTS ENROLLED IN THE STUDY COURSES AND POST-GRADUATES OF
BRESCIA UNIVERSITY**

**(ART. 18 LAW 24.06.1997 No. 196, ART. 1 M. Lab. D. No. 142/98 and ART.11 DECREE-
LAW 13.08.2011 No. 138)**

BETWEEN

Brescia University, hereinafter called "University", based in Brescia, Piazza Mercato no. 15, tax code 98007650173, represented by its Rector Prof. Sergio Pecorelli, born in Brescia on 10.06.1944,

AND

Agencia de Vivienda y Rehabilitación de Andalucía (AVRA) with registered offices in Avenida de Grecia s/n, Sevilla, tax code Q 9155006A hereinafter called AVRA, represented by Mr. Luis Miguel Jiménez Gómez born at Martos on 8.12.1959,

WHEREAS

- in order to facilitate professional decisions by means of a direct awareness of the world of work and achieve moments of alternation between study and work as part of training processes, the parties indicated in art.18, sub-section 1, letter a) of law 24 June 1997, no. 196 and in art. 11, sub-section 1 of decree-law 13 August 2011, no. 138, shall be entitled to promote periods of training and orientation in companies to the benefit of those who have discharged their school obligations pursuant to law 31.12.1962, no. 1859.
- such training periods, pursuant to art.7 sub-section 1 lett. D) M. Lab. D.. No. 142/98, can be promoted not only in favour of University students, but also of post-graduates, within 12 months after termination of their studies for a maximum period of 6 months;

IT IS HEREBY AGREED AS FOLLOWS:

Art. 1 - PURPOSE

1 - Pursuant to art. 18 of law 24 June 1997, no. 196, AVRA undertakes to host in its buildings, students enrolled in university courses and University post-graduates, for periods of training and orientation at the proposal of the University itself, pursuant to art. 18 of law no. 196 dated 1997, in a number not greater than that provided by art. 1 sub-section 3, Lab. D. no. 142/98.

2 – The training period shall not last more than 12 months, pursuant to art. 7 of the aforementioned decree. The training period for post-graduates shall not last more than 6 months, including extensions, and shall not extend for over 12 months from when the degree was obtained.

3 – Any extensions to the initially established duration shall only be acceptable within the maximum aforementioned limits of duration, following the approval of the University and the motivated request of the hosting party.

Art. 2 – RELATIONS WITH TRAINEES

- 1 - The training and orientation period, pursuant to art. 18, sub-section 1, letter d) of law no. 196 dated 1997 shall not represent an employment relationship.
- 2 - During the training period, training and orientations shall be under the supervision of a tutor appointed by the University as didactic-organisation manager, and by a company executive, indicated by the hosting party.
- 3 - For each trainee enrolled in the hosting company in accordance with this agreement, a training and orientation project shall be set up containing:
 - general details of the trainee;
 - the names of the tutor and company executive;
 - aims and procedures of the training period, with indication of days of attendance in the company;
 - the company premises (works, offices, department) where the training period will take place;
 - details of INAIL insurance and Civil liability coverage.
- 4 - Start of the single training periods shall be notified by exchange of letters of confirmation between the hosting party and the trainee, with attached copy of the training project referred to above, signed by the hosting party, by the University and by the trainee by way of consent and acceptance.

Art. 3 – OBLIGATIONS OF THE TRAINEE

- During the training and orientation period, the trainee shall be obliged to:
 - perform the activities provided by the training and orientation project;
 - abide by the rules relating to hygiene, safety and health in places of work;
 - respect the confidential nature of data, information or knowledge of production processes and products acquired during the training period.

In the event of the trainee behaving in a way likely to damage the rights or interests of the hosting party or committing serious infringements of the obligations referred to in this article, the hosting party shall be entitled, after informing the tutor appointed by the University, to suspend or interrupt the training period.

Art. 4 – OBLIGATIONS OF THE HOSTING PARTY

- 1 – The hosting party shall provide the trainee with adequate information and training as regards health and safety in the place of work, in compliance with applicable regulations. Furthermore, the hosting party shall provide the trainee with the conditions of safety and hygiene required by applicable regulations, exonerating the University from all control responsibility.
- 2 – In case of accidents during the training period, the hosting party undertakes to notify the event to the insurance companies and promoting party within the term laid down by applicable regulations.
- 3 – As for those already in possession of Bachelor or Master Degree from the University and who are not enrolled in another course, the host will pay the trainee an educational grant not less than 500 € net per month. The amount of the check of study will be quantified in the training project. This provision, as well as any payment of additional premiums, are not paid, nor do they trigger change in the nature of the relationships covered by this Convention or faculty or additional or different rights than those provided by that agreement and the provisions of law.
- 4 - The hosting company also undertakes to comply with all legal and collective contract provisions applicable in its country and referable to the training agreement.

Art. 5 – OBLIGATIONS OF THE UNIVERSITY

- 1 - The University shall insure the trainee against all work accidents through the INAIL (management on behalf of the State) and through the University's insurance (with the company UNIPOL), as well as against civil liability through the University's insurance (Civil Liability Policy no. 2134/001418 with the company Uniqa).
- 2 - The University undertakes to send a copy of the agreement and of each training and orientation project to the delegated Region or Province and to the provincial bodies of the Ministry of Labour and Social Security competent within the area for inspection matters.

This agreement is valid for three years from the date of signing, unless notice of cancellation in writing by a Party to the other, with at least 60 days notice.

Sevilla a 20 de octubre 2015,



BRESCIA UNIVERSITY
THE CHANCELLOR
Prof. Sergio Pecorelli



Luis Miguel Jiménez Gómez
Director de Agencia de Vivienda y
Rehabilitación de Andalucía