



ISTITUTO DESTINATARIO DI FONDI STRUTTURALI EUROPEI PON FSE-FESR

MINISTRY OF EDUCATION, UNIVERSITY, AND RESEARCH
INSTITUTE OF HIGHER EDUCATION
I.T.C.S. Primo Levi - Bollate

Amministrazione Finanza e Marketing - Relazioni Internazionali per il Marketing
Chimica Materiali - Biotecnologie Sanitarie - Liceo Linguistico - Liceo Scientifico opzione
Scienze Applicate - Liceo Scientifico opzione Sportivo - Corsi IeFP

Prot. 6/9/2019 n. 3445/VIII.2

AGREEMENT FOR THE INTERNSHIP AND EDUCATIONAL ACTIVITIES (SCHOOL ORIENTEERING INTERNSHIP)
Academic Year 2019/2020

BETWEEN

I.T.C.S. "PRIMO LEVI" - BOLLATE (MI), Via Varalli 20, 20021, Bollate (MI), Tax Code 80155410154, hereinafter referred to as "educational institution", represented by Ms. BOSELLI ELISABETTA born in Milano on 28th July 1961, tax code BSLLBT61L68F205Q,

AND

Travelling Languages (Hosting Company) – With registered office in Dublin (Ireland), Docklands Innovation Park, U14G, 128-130 East Wall Road, D03Y0T4, tax code IE96754380 hereinafter referred to as "hostingparty", represented by Eng. Salvatore Fanara born in Agrigento (AG) On 28/07/1979, tax code (Ireland) 2840878D.

Whereas

- In pursuance of Article 1 Legislative Decree 77/05, the education internship programme constitutes a means of completing courses in the second cycle of the educational and training system, to ensure that youths acquire marketable skills in the employment market;
- In pursuance of the law dated 13 July 2015 no.107, Article 1 (33-43), the paths alternating between education and internship are organically inserted into the three-year plan of the training offered by the educational institution as an integral part of the educational pathways;
- The alternation between education internship is subject to the implementation of Legislative Decree dated 9 April 2008, No.81 and subsequent amendments;

That which follows has been agreed and entered into:

Art. 1

Travelling Languages, hereinafter also referred to as the "hosting party", shall undertake to host at its organisation, 15 students involved in the education internship orienteering programme acting on a proposal from **I.T.C.S. "PRIMO LEVI" - BOLLATE**, hereinafter also referred to as "educational institution."

Art. 2

1. Hosting students for learning periods in a working environment does not constitute an employment relationship.

2. For the intents and purposes of the provisions referred to under Legislative Decree 81/2008, the student on the education internship alternation programme is viewed as an employee, in pursuance of Article 2 (1) letter a) of the aforementioned decree.
3. The training and orientation activities of the path alternating between education and internship is jointly planned and checked by an internal staff tutor, appointed by the educational institution, and by a training tutor from the organisation, indicated by the hosting party, named external training tutor.
4. Based on this Agreement, a personalised training path is prepared for each student benefitting from the alternation path who has been placed with the hosting organisation. This training path forms an integral part of this Agreement, and is consistent with the educational, cultural and professional profile of the course of studies.
5. The educational institution has ownership over the path, the training planning and the certification of the skills acquired.
6. The hosting of young student(s) for learning periods in a workplace environment does not afford the latter the status of "minor worker" as referred to under L. 977/67 and subsequent amendments.

Art 3

1. The internal tutor shall perform the following duties:
 - a) S/he shall draw up, together with the external tutor, the personalised training path signed by the parties involved (school, hosting organisation, student /parties exercising parental responsibility);
 - b) S/he shall assist and guide the student along the alternation paths, checking, in collaboration with the external tutor, the correct following thereof;
 - c) S/he shall manage relations based on the context in which the education internship alternation experience develops, liaising with the external tutor;
 - d) S/he shall monitor the activities and shall tackle any criticisms which may stem therefrom;
 - e) S/he shall assess, send communication of and draw attention to the objectives achieved and the skills gradually developed by the student;
 - f) S/he shall promote the assessment activity regarding the effectiveness and coherence of the alternation path, on the part of the student involved;
 - g) S/he shall inform the dedicated educational bodies (School Headteacher, Departments, Teachers' Board, Technical Scientific Committee /Scientific Committee) and shall update the Class Council about the development of the paths, also for the purpose of the possible realignment of the class;
 - h) S/he shall assist the School Headteacher in drawing up the assessment sheet regarding the organisations with which the agreements have been entered into for the alternation activities, highlighting the training potential thereof and any difficulties encountered during the collaboration.
2. The external training tutor shall perform the following duties:
 - a) S/he shall work together with the internal tutor on the planning, organisation and assessment of the alternation experience;
 - b) S/he shall encourage the placement of the student in the working environment, offering support and assistance along the path;
 - c) S/he shall undertake to train/inform the student(s) on specific business -related risks, in respect of internal procedures;

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d) S/he shall plan and organise the activities based on the training project, also working together with other professional figures from the hosting organisation;

e) S/he shall involve the student in the process of assessing the experience;

f) S/he shall provide the educational institution with the agreed information in order to assess the activities of the student and the effectiveness of the training process.

3. The external and internal tutor shall share the following tasks:

a) preparation of the personalised training path, also with regard to the discipline of health and safety in the workplace. Specifically, the internal tutor must work with the external training tutor in order to identify the activities required by the training programme and the prevention measures required for the protection of the student;

b) monitoring the frequency and the implementation of the personalised training path;

c) connection between the training experiences in the classroom and those in a working environment;

d) drawing up a report on the experience enjoyed and the learnings of each pupil, which contributes to the assessment and certification of the skills by the Class Council;

e) checking the adherence by students to the specific obligations of each employee in pursuance of Article 20 Legislative Decree 81/2008. Specifically, where the student breaches the obligations referenced by the cited regulation and by the training path, the external training tutor shall notify the internal staff tutor thereof so that the latter can take the required action.

Art 4

During the course of the education internship path the beneficiary (beneficiaries) of the path shall be obliged to :

a) carry out the activities provided for by the personalised training path;

b) adhere to the rules in respect of workplace hygiene, safety and health, as well as all provisions, instructions, prescriptions, internal rules, which have been provided for this purpose;

c) maintain the required confidentiality with regard to data, information or knowledge, relating to productive processes and products, which have been acquired during the course of the training activity in the workplace environment;

d) follow instructions from the tutors and refer to same for any requirement of an organisational nature or other circumstances;

e) adhere to the obligations referred to under Legislative Decree 81/2008, Article 20.

Art. 5

1. The educational institution shall provide cover for the beneficiary (beneficiaries) of the education internship path against workplace accidents in association with the INAIL [National Institute for the Prevention of Accidents at Work], and also for civil liability in association with insurance undertakings operating within the sector. In the event of an accident when following the path, the hosting party shall undertake to notify the insurance companies (referencing the number of the policy taken out by the promotor) and at the same time, the promotor, of the event within the timeframe set out by the regulations in force.

2. For the purposes of the implementation of Article 18 of Legislative Decree 81/2008 the promotor shall take on the following obligations:

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- To take account of the capacity and conditions of the hosting organisation, in relation to the health and safety of the students involved in the alternation activities;
- To inform /train the student on the subject of rules relating to workplace hygiene, safety and health, with special reference to the obligations of the student in pursuance of Article 20 of Legislative Decree 81/2008;
- To appoint an internal tutor who is competent and suitably trained in the area of workplace health and safety or who has the relevant professional qualifications in the area (for example RSPP [Health and Safety Executive]) ;

Art.6

The hosting party shall undertake to :

- a) ensure that the beneficiary (beneficiaries) of the path receive, via the tutor of the hosting organisation, the support and training required in order to successfully complete the alternation activities, as well as the declaration of the skills acquired in the workplace environment ;
- b) adhere to the workplace hygiene and accident prevention rules ;
- c) allow the tutor of the promotor to contact the beneficiary (beneficiaries) of the path and the tutor of the hosting organisation in order to check the progress of training in a working environment; in order to coordinate the entire training path; and in order to draft the final report;
- d) inform the promotor of any accident which might befall the beneficiary/beneficiaries ;
- e) select an external tutor who is competent and suitably trained in the area of workplace health and safety or who has the relevant professional qualifications in the area (example RSPP).

Art 7

1. This agreement shall take effect from the date indicated hereunder and its term shall run up until the completion of the experience defined by each personalised training path with the hosting party.
2. In any event, the hosting party and the promotor are granted the right to terminate this agreement in the event whereby the obligations relating to workplace health and safety are breached or where the personalised training plan is breached.

Place and Date of issue Dublin 06 September 2019



Boselli
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On behalf of the ITCS PRIMO LEVI
Ms. ELISABETTA BOSELLI
Headteacher

Salvatore Fanara
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On behalf of Travelling Languages
Mr Salvatore Fanara
Legal Representative

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