

Prot n 0004572 anno 2020 del 13/11/2020

# INTERNSHIPS AGREEMENT

# BETWEEN

Accademia Nazionale D'Arte Drammatica "Silvio d'Amico", with legal offices in Via Bellini, 16 – 00198 Roma, Italian fiscal code n° 80218690586, hereinafter referred to as "intern coordinator", represented by the Director of the Academy, dr. Daniela Bortignoni or by her Delegate;

#### AND

**ZERP**, University of Bremen, Germany, with legal offices in Bibliothekstraße 1, 28359 Bremen, represented by dr Christoph Schmidt, director of Zerp.

## Art. 1

that the Parties, as represented above and domiciled, agree on the need to develop adequate forms of connection between the world of training and the world of work, in order to improve the quality of training processes and to promote the spread of the business culture;

that training and orientation internships are governed in the Republic of Italy by Article 18 of Law no. 196 and by the regulations of the Ministry of Labor and Social Security, in agreement with the Ministry of Education and the Ministry of University and Scientific and Technological Research, issued with Decree no. 142;

#### Art. 2

The relationships that the host organization has with trainees do not constitute, pursuant to art. 18, paragraph 1, letter d, of law 196 of 1997, employment relationship.

The internship has a formative nature and must only pursue didactic objectives and the acquisition of knowledge of the productive world by the intern. Therefore, the practical phase of the training, which is carried out with the operational assistance of the tutor of the institution referred to in the following article 8 of this Convention, cannot involve the assumption of any responsibility by the trainee regarding the activities carried out.

#### Art. 3

The proposing Subject undertakes to give the maximum dissemination of the internship positions offered by the Hosting Subject and to identify the most suitable among the aspiring interns through a selection made by a special commission appointed by directorial decree.

The Host Subject, in application of the GDPR (EU Regulation 679/2016) and Legislative Decree 196/2003 and subsequent amendments or additions not to disseminate the data received in any way and to use them only for the purposes of this Convention.

## Art. 4

In compliance with and recalling this Convention, which constitutes a regulatory agreement, for each individual internship deriving from this, the Hosting Subject and the proposing Subject, prepare a Training Project with which the internship methods will be specified. This project will be delivered to the Host at the same time as the candidate is identified.

The proposing subject will send the host subject the curricula of the students selected by a special commission appointed for this purpose by directorial decree, so that the latter can choose the candidate to be included in the internship. The parties will evaluate a draft of the training project which will be defined together with the identification of the candidate and which will be formally approved by the Management.

# Art. 5

The Host Organization guarantees to:

- Appoint the institution tutor who will supervise the internship with the appropriate care;
- Report to the proposing party any event concerning the trainee (absences, behaviors detrimental to the rights or interests of the Entity or the Company).

#### Art. 6

The host organization guarantees the trainee effective information for the purposes of accident prevention. The notions useful for this prevention will constitute a necessary topic for the trainee. The host organization also undertakes to guarantee the trainee the safety and hygiene conditions required by current legislation, relieving the proposing party of any verification burden. The internship will take place exclusively remotely in compliance with the current measures to contain the spread of the covid-19 virus, other methods are not allowed which, if adopted, will lead to the immediate interruption of the internship and the forfeiture of this agreement.

# Art. 7

The Academy "Silvio d'Amico" and the host organization undertake to jointly issue the declaration of skills achieved by the candidate at the end of the internship.

# Art. 8

Carrying out the internship does not entail any financial burden or obligations of any other nature for the host organization or the Proposer, except for those assumed by this Agreement. The internship can be interrupted at any time without notice by both the intern and the Host.

## Art. 9

This Convention has a duration of 12 months from the date of its signing.

Art. 10

The Parties agree to amicably settle any dispute that may arise from this Convention; in the event that it is not possible to resolve the dispute in this way, it is agreed that the Court of Rome is competent.

# Art. 11

Pursuant to and for the purposes of articles. 1341 and 1342 of the Civil Code of the Italian Republic, the parties declare that they have carefully read all the clauses and provisions transcribed above which are deemed expressly and unconditionally approved. Read, approved, signed.

Accademia Nazione d'Arte Drammatica Silvio

d'Amico

The Director

Dr. Daniela Bortignoni

For the hosting company:

For the intern coordinator:

Roma,

Bremen,

University of Bremen

Director of Zerp

Dr. Christoph Schmidt

Fachbereich Rechtswissenschaft

m für Europäische Rechisboliti (stambe signature)

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