



AGREEMENT

for the implementation of an internship

Area (please tick): F&B Service Kitchen Reception

between

the **Regional Hotel Management School Kaiserhof**, located at Freiheitsstraße 155, 39012 Meran, Tel. 0473 203200, Email: lhf.me-kaiserhof@schule.suedtirol.it, Tax Number 91061120217, hereinafter referred to as the "School", represented by the legal representative pro tempore, **Hartwig Gerstgrasser**, born on 9 July 1969 in Meran, Tax Number GRSHTW69L09F132T,

and

the Company/Hotel _____ located at _____
_____, Tel. _____, Address: _____

Email _____, Tax/VAT Number _____, hereinafter referred to as the "Company", represented by the legal representative Mr/Ms _____, born on _____, in _____, Tax Number _____

Whereas the following is established:

- The Region, as defined in Article 2, Paragraph 1, Letter a), Point 1) of the Provincial Law of 12 November 1992, No. 40, "Vocational Education and Training Regulations," may implement training to acquire professional qualifications, vocational diplomas, and specialization, which include teaching methods that encourage learning through practical activities;
- Article 9 of Provincial Law No. 40/1992 contains provisions for the implementation of internships;
- Article 5, Paragraph 2, of the Provincial Law of 24 September 2010, No. 11, "Upper Secondary Education System of the Province of South Tyrol," establishes that educational pathways to obtain a vocational qualification certificate or vocational diploma are implemented across various learning sites, combining theory and practice in a specific profession. These pathways promote and develop technical, practical, as well as personal and social skills through practice-oriented and action-based learning routes. Internships and projects with work assignments are implemented in collaboration with businesses;
- Provisions for workplace safety according to Legislative Decree No. 81 of 9 April 2008, as amended, apply;
- It is deemed necessary to regulate the implementation of the internship between the vocational school and the company with an appropriate agreement;

The parties hereby agree as follows:

The Company agrees to accept the student _____, born on _____, for an internship lasting _____ weeks from _____ to _____.

The internship must last a minimum of 6 weeks, with 30 effective working days and 240 effective working hours.

The agreed remuneration per month will range from a minimum of €650.00 to a maximum of €900.00:
_____ €

As recommended by the Provincial Labour Commission (Resolution of 8 February 2023). The HGV and the Hotel Management Schools support this recommendation.

Company Tutor: _____ (First and Last Name) _____ (Phone Number)

School Tutor: _____ (First and Last Name) lhf.me-kaiserhof@schule.suedtirol.it (Email Address)



1. Legal Relationship

- a) The internship is part of the school curriculum and does not establish an employment relationship.
- b) The internship cannot be carried out in a family-owned business.
- c) The intern is not entitled to a salary for the internship.
- d) Interns are considered equivalent to employees under Article 2, Paragraph 1, Letter a) of Legislative Decree No. 81 of 9 April 2008.
- e) The company holds supervisory responsibility for the students.
- f) Interns must complete the legally required workplace safety courses before starting the internship.
- g) The intern will be supervised with respect to training and orientation activities by both a school tutor and an external tutor appointed by the company.
- h) The intern's working hours at the internship site: A work ban applies to minor interns between 23:00 and 07:00.
- i) The internship agreement may be terminated early by mutual consent or unilaterally for a valid reason. In all cases, a clarification between the two reference persons must be conducted; and the termination of the agreement must be justified in writing.

2. The school tutor's responsibilities:

- a) Acts as a liaison between the school and the company.
- b) Supervises the intern during the internship and monitors its proper course.
- c) Maintains relationships with the company, communicating with the external tutor.
- d) Handles any critical issues and, if necessary, informs the relevant school authorities.
- e) After the internship, discusses the evaluation with the intern.

The external tutor's responsibilities:

- a) Acts as a liaison between the company and the school.
- b) Supports and guides the intern during the internship.
- c) Ensures appropriate information is provided regarding specific risks within the company.
- d) Monitors the intern's compliance with the duties outlined in Article 20 of Legislative Decree No. 81/2008. Any violations are reported to the school tutor, who will take appropriate actions.
- e) Plans and organizes the training program in collaboration with other employees at the company.
- f) Monitors the intern's attendance and the regular execution of the internship.
- g) Evaluates the intern's achieved competencies and forwards the evaluation to the school.
- h) Oversees the implementation of the training program according to the intern's grade level and professional profile.

3. Obligations of the Intern

- a) Arrive on time and attend the workplace regularly as per the agreed schedule.
- b) Carry out the activities outlined in the personal training program.
- c) Comply with all regulations, instructions, and internal rules regarding workplace safety and hygiene.
- d) Treat any information regarding production processes/products as confidential.
- e) Follow the instructions of the tutors and consult them with any questions or problems.
- f) Adhere to the applicable workplace safety regulations.
- g) Conduct themselves in a respectful and professional manner towards colleagues and the company.
- h) Immediately inform the external tutor and the school in case of any absences. Missed hours, days, or weeks must be made up.

4. Insurance

The intern is insured under the Provincial Student Accident Insurance for the duration of the internship. In case of an accident, the company must immediately notify the school so that the insurance company or I.N.A.I.L. can be informed within the required 48-hour period. Any damages caused by the intern during the internship, either to the company or third parties, are covered by the Provincial Liability Insurance. In cases of gross negligence or intentional actions by the intern, the provincial administration reserves the right to seek compensation from the intern or their legal guardians.

Please note that the internship may only begin once this agreement has been signed by all parties below.

Signature of the intern (if of legal age) or, if a minor, the guardian:

Signature of the legal representative of the company/hotel:

Signature of the Director of the Regional Hotel Management School Kaiserhof

(Signature)

(Signature + Company Stamp)

(Signature + School Stamp)

The school hereby appoints the company as the data processor under Article 28 of Regulation (EU) 2016/679. The scope of processing includes personal data and special categories of personal data of the students related to the internship, such as name, surname, date and place of birth, address, tax number, and, where applicable, health-related information necessary for the internship. Processing will occur both in paper and electronic form, ensuring compliance with the relevant security measures. Data will be processed for as long as necessary for the purpose of the internship. The data processor commits to ensuring the security, integrity, and confidentiality of the data processed, as required by Article 28 of Regulation (EU) 2016/679.