INSTRUCTIONS FOR FILLING OUT THE FORM

1. This is an editable text document and must be filled in every part prior to printing;

2. All the fields are required.
Università degli Studi di Napoli Federico II

AGREEMENT FOR MANDATORY INTERNSHIPS NECESSARY TO ACCESS
THE PROFESSIONAL PRACTICE EXAM FOR PSYCHOLOGISTS

BETWEEN

University of Naples Federico II, VAT number 00876220633, based in Naples, Corso Umberto I n. 40, henceforth referred to as Promoting Organization, represented by Rector Matteo Lorito,

AND

___________________________________________________ ____________________________,
(Name of Business, Institution or Body)
VAT number n.[___]___[___]___[___]___[___]___[___]___,
Registered Office _________________________________ ________  Province _______________
Address ________________________________________ N° ____ PostCode _________________
henceforth referred to as Hosting Organization, represented by__________
______________________________________  Address ___ ______________________________.

WHEREAS

- Art. 1 of Law no. 56 of 18 February 1989, establishes that to practice the profession of psychologist it is necessary to hold a State Examination qualification in psychology and to be listed in the appropriate professional register; to be admitted to the State Examination it is necessary for graduates in psychology to be in possession of adequate documentation certifying that they have completed a practical internship aimed at the acquisition of professional knowledge and skills.

- art. 1, point 3, of Ministerial Decree no. 239 of 13 January 1992 provides that the practical internship must concern the application aspects of two of the following areas:
  - Clinical Psychology
  - General Psychology
  - Social Psychology
  - Developmental Psychology;

- art. 1 of Ministerial Decree no. 239 of 13 January 1992 (Regulation containing rules on post-graduate practical training) establishes that graduates who have completed a 1-year post-graduate practical internship are admitted to the State Examination for the qualification to practice the profession of Psychologist and that this internship may be carried out in public or private facilities deemed suitable by the academic authorities in agreement with the competent Council of the Order.

THE PARTIES AGREE TO THE FOLLOWING

___________________________________________________
1 Company headquarters
Art. 1

1. The Company/organization undertakes to host at its facilities graduates for the implementation of the practical internship.

2. Internship activities do not constitute business relationship.

Art. 2

1. Trainees carry out activities under the supervision of a psychologist and may not be used by the Company/Organization as a replacement for employees or additional resources;
2. For each trainee, an internship supervisor will be appointed amongst the personnel employed by the Company/Institution and this will be a psychologist registered for 5 years or longer.
3. Each trainee, before commencement of activities, will have to submit an internship project agreed with the supervisor of the Company/Organization and this will include the following:
   - Name of the trainee;
   - period of the internship;
   - field of the internship;
   - name and address of the internship location;
   - Tutor’s details: name, rank, year and number of registration to the Register of Psychologists;
   - Program of the activity: general and specific outcomes to be reached.
4. Upon completion of the internship, the intern will submit the attendance booklet and the certificate released by the Company/Organization to the Segreteria Studenti Area didattica Studi Umanistici.

Art. 3

1. During their internship, trainees are required to:
   - comply with the general and organizational provisions of the Company/Entity;
   - perform the activities comprised in the internship programme;
   - comply with the regulations on hygiene, health and safety in the workplace;
   - maintain the necessary confidentiality with regard to any data, information or knowledge about production processes and products acquired during the course of practical teaching activities. The confidentiality obligation extends beyond the duration of the internship;
   - Attend the company or organization’s premises in the times and with the modalities established by the agreed internship programme.
2. The company/organization undertakes to:
   - respect and enforce the agreed internship programme;
   - immediately inform the University of any measure to suspend or revoke the internship authorisation in the event that the trainee fails to with the general and organisational provisions of the hosting company/organization;
   - guarantee that the trainee will operate in conditions of safety and hygiene compliant with current safety regulations, thus exempting the University from any liability.
Art. 4

As a prerequisite for performing the activities of the internship, the intern will have to subscribe an insurance policy for Civil Liability and Occupational Health and Safety at their expense and following the indications of the Hosting Organization. A hard copy of the insurance policy must be attached to this Training Project form.

Art. 5

This Agreement shall be valid for three years from the date of its stipulation and shall be renewable on expiry by an explicit expression of both Parties. Either Party shall have the right to withdraw, before the expiry date and with at least three months’ notice, by registered letter with acknowledgement of receipt or PEC to: tirocini.studenti@pec.unina.it.

Art. 6

The Parties undertake to treat the personal data processed in execution of this agreement in accordance with the provisions of the Italian Legislative Decree n°196 of June 30, 2003 as amended by Legislative Decree n° 101 of August 08, 2018 and by the GDPR n° 679/2016. In relation to the data treatments specified below the parties assume the role of Joint Data Controllers in accordance with the provisions of Article 26 of the GDPR n° 679/2016.

The data concerned by co-ownership are, therefore, all the personal data of the trainees and the professors/tutors which are necessary for conducting the activities related to the orientation and the traineeship, including, if necessary, university career data, data included in curricula, data concerning absences and related justifications. For all other processing operations, the Parties shall consider themselves the autonomous holders of the data processing and both parties will carry out the fulfilments required by law. The host party appoints the trainees, who carry out the training and orientation activities at its premises.

Persons authorised to the treatment of the data that will be processed for the purposes of the traineeship, pursuant to Article 29 of the aforementioned GDPR.

Trainees will only have access to personal data that is strictly necessary to carry out their activities, with the obligation of confidentiality on any other information of which they become aware as a result of their traineeships.

The Parties undertake to provide each other, if necessary, with all the information required to demonstrate and verify compliance with their obligations under the applicable data protection legislation, and to cooperate with each other in the event of requests to either party from the Guarantor Authority or the Judicial Authorities concerning the processing of data covered by this Convention.

Without prejudice, irrespective of the provisions of this agreement, the data subject may exercise his or her rights under the GDPR vis-à-vis each Data Controller, but any liability on the part of the Data Controllers shall be deemed to be apportioned in proportion to the percentage of fault respectively attributable in the creation and handling of the damaging event. The Parties acknowledge the invalidity of any clause of the present Agreement that conflicts with and/or is incompatible with the applicable personal data protection legislation in force.
Art. 7

1) This agreement is drafted in one original copy, archived by the Promoting Organization.
2) Whereby possible, this agreement is signed digitally pursuant to art.15 L.241/1990 as modified by D.L.179/2012 and by D.Lgs n.82/2015 and related norms.
3) This agreement is subject to Euro 16.00 registration tax fee pursuant art.2 c.1 of DPR n.642/1972 to be charged to the Hosting organization, except for the provisions of art.82, par.5 of D.Lgs n.117/2017 (exemption from registration tax in case hosting organization is an ONLUS)
   a. Online, ex art.15 DPR 642/1972 –authorization from the Agenzia delle Entrate-
      Territorial office of ____________________n. _______ date _________________
   b. By means of tax registration stamp worth Euro 16.00 issued on _______ with unique
      identification code __________

This agreement will be registered in case of use at fixed tax rate, pursuant to articles 5 and 39 of D.P.R. n. 131 of 26/04/1986, at the expense of the party that requires the registration.

Date ___________________

Signature and stamp Promoting Organization
RECTOR
Matteo Lorito

Signature and stamp Hosting Organization
Legal Rappresentative