

Università degli Studi di Napoli Federico II



AGREEMENT FOR CURRICULAR INTERNSHIPS

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° _____ Post Code _____ henceforth
referred to as **Hosting Organization**, represented by _____
_____ resident in ⁽¹⁾ _____
_____ Address _____, authorized to act
by virtue of the office held.

WHEREAS, in order to facilitate professional choices through direct knowledge of the world of work and to create moments of alternation between study and work within the training processes, the subjects referred to in Article 18(1)(a) of Law No 196 of 24 June 1997 may promote training and guidance courses in companies for the benefit of those who have already completed compulsory schooling;

HAVING REGARD TO the Regulation laying down rules for the implementation of the principles and criteria set out in Article 18 of Law No 196 of 24 June 1997 on training and guidance placements issued by the Ministry of Labour and Social Security by Decree No 142 of 25 March 1998;

HAVING REGARD TO art. 10 of Ministerial Decree no. 270 of 22 October 2004, laying down rules on the objectives and qualifying training activities of the classes.

THE PARTIES AGREE TO THE FOLLOWING:

Article 1

Pursuant to art. 18 of Law no. 196 of 24 June 1997, the 'hosting organization' undertakes to accept at their facilities subjects in training and guidance courses, at the proposal of the University, in a number not exceeding that provided for in art. 1 of the Decree of the Ministry of Labour n.142 of 25 March 1998.

Article 2

1. The training and orientation internship, pursuant to art. 18, paragraph 1 letter d) of Law n.196/1997,

¹ Company headquarters

does not constitute an employment relationship.

For the sole purposes and for the effect of Legislative Decree no. 81 of 09/04/2008, art. 2 and subsequent amendments, the trainee is treated equally to the workers of the host subject.

2. During the internship, the training and orientation activity is followed and verified by a tutor appointed by the University, as head of education and organization, and by a business manager indicated by the hosting Organization;
3. For each trainee, on the basis of this Agreement, a project is prepared for activities of curricular internship, signed on behalf of the University by the university tutor, the Coordinator of the Course of Studies or the contact professor for internships appointed by the Course of Studies, containing:
 - a) the name of the trainee;
 - b) the names of the university tutor and the company tutor;
 - c) objectives and methods of the internship, with an indication of the time the interns must be present at the hosting organization;
 - d) the facilities of the hosting organization (plants, headquarters, offices, departments) where the internship takes place;
 - e) the identification details of the INAIL and third-party liability insurances
4. The beginning of the internship will take place after the project has been formalised for curricular internship activities.

Article 3

1. The University insures trainees against accidents at work at INAIL, through the special form of management on behalf of the State, as well as for civil liability at insurance companies operating in the sector.
2. The University undertakes to ask the lecturers who carry out the function of tutors to explicitly assume the obligation of confidentiality with regard to the information, documents and/or knowledge that come into their possession during the course of the collaboration covered by this agreement and to maintain the utmost confidentiality with regard to the same.
3. Curricular internships are not subject to Mandatory Communication of commencement of work.

Article 4

1. During the internship the **student** must:
 - a) Follow tutors' instructions and refer to them for any type of query or organizational need.
 - b) Comply with rules on hygiene, safety and health at work, as well as with the prevention and emergency measures adopted by the host organization pursuant to Legislative Decree n. 81/2008;
 - c) maintain the necessary confidentiality and not communicate any information, documents and/or knowledge acquired during the course of the internship, without prior consent by the hosting organization. The confidentiality obligation extends beyond the duration of the internship;
 - d) where applicable, fill in the diary booklet of activities carried out, handed over to the trainee by the Promoting Organization.

Article 5

The **Promoting Organization**, based on analyses carried out through the Risk Assessment Form, needs

to perform the following activities:

- a) Have interns undergo health monitoring according to the protocol defined by the Company Doctor, **where required and provided for** (art. 18, c.1, lett. G e art. 41, D. Lgs. 81/08)
- b) Inform and train interns on **Risk factors** connected with their duties and the relevant preventative measures (ex artt. 18, c.1, lett. L; 36 e 37, D. Lgs. 81/08);
- c) Provide appropriate PPE

The Hosting Organization undertakes to:

- a) Guarantee that all internship activities can be carried out safely, in compliance with the current laws in force on health and safety in the workplace or with rules established at the moment of signing the agreement, also through the document ANNEX 1 for companies or institutions and ANNEX 2 in case of ONLUS/NON-PROFIT without employees.
- b) Guarantee the intern that the hygiene and safety conditions provided for by the international conventions on safety are met;
- c) Train interns about all the risks – both related and unrelated to their duties - which they might incur, so as to make interns fully aware of the potential risks and of all the measures implemented for their own safeguard and protection.
- d) Integrate, if necessary, the information regarding specific risks present in the hosting country, especially in terms of environmental, cultural, religious, logistics or crime-related factors.
- e) Where necessary, train interns about all the potential risks related or unrelated to their duties;
- f) where necessary, integrate the interns' health protocol by subjecting them to an integrative medical examination by means of their own Competent Doctor or other relevant professional figure.
- g) Inform workers on the emergency procedures in place in the facilities
- h) Ensure that interns possess appropriate and provide them with any additional material they need in case of exposure to specific job-related risks.

In the event of an accident during the course of the training activity, to promptly report the event to the Director of the Department to which the intern's course of study refers, in order to allow them to report the incident to the National Institute for Insurance against Accidents at Work (INAIL) within the timeframe provided for by current legislation.

To provide the intern with a document certifying the completion of the training programme where the effective performance of planned activities is also stated.

Lastly, it should be noted that in the case of a **public body**, the signing of the agreement certifies compliance with the safety conditions laid down by current health and safety legislation. It is therefore not necessary to fill in the self-declaration in the annexes mentioned in point a.

Article 6

The University lecturer who requests the activation of the agreement, within the scope of the responsibilities given to them by the Promoting Organization, undertakes to:

- a) provide the hosting organisation with information on the prevention measures already adopted in the University (for example: type of information and training carried out and health protocol adopted and, in general, everything useful to define the actions carried out by the University to protect the trainee).
- b) Ensure that the Hosting Organization complies with the safety requirements contained in the

relevant regulations by verifying that the relevant attachments have been filled out (ANNEX 1 for companies or institutions and ANNEX 2 in case of ONLUS/NON-PROFIT without employees)

- c) Fill out attachment 2 as Tutor/RADRL when attachment 1 has not been filled out by the Hosting Organization so as to guarantee the safe performance of training activities.
- d) Have interns undergo health monitoring where required (ex art. 18, c.1, lett. G e art. 41, D. Lgs. 81/08)
- e) Check that appropriate PPEs are provided.

Article 7

The implementation of the internship does not entail any financial or other charges for the University or for the Hosting Organization, except those assumed with the present agreement or those autonomously decided by the Hosting Organization.

Article 8

1. 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.
2. In case of termination, the completion of the internships already started must be ensured.

Article 9

The Parties undertake to process the personal data collected in performance of this agreement in compliance with the provisions of Legislative Decree 30.06.2003 no. 196, as amended by Legislative Decree no. 101 of 10.08.2018 and the GDPR no. 679/2016.

In relation to the processing operations specified below, the parties assume the capacity of Joint Data Controllers in compliance with the provisions of Article 26 of GDPR no. 679/2016.

The data subject to co-ownership are, therefore, all the personal data of trainees and professors/tutors necessary for the performance of the training and orientation traineeship activities including, if necessary, data relating to university careers, data included in curricula vitae, data relating to absences and related justifications.

For all other processing operations, the Parties shall consider themselves autonomous data controllers and both shall autonomously carry out the fulfilments required by law.

The hosting organisation appoints the trainees who carry out the training and orientation activities at its premises as "Persons authorised to process data" with regard to the data that will be processed for the purposes of the traineeship, pursuant to Art. 29 of the above-mentioned GDPR. Trainees will only have access to personal data that are strictly necessary for the performance of their activities, with an obligation of confidentiality regarding any other information of which they become aware as a result of the traineeship activity.

The Parties undertake to provide each other, where necessary, with all the information required to demonstrate and verify compliance with their obligations under current legislation about data protection and to cooperate in case of requests coming to any of the parties from the Authorities about the data present in this agreement.

It is understood that, irrespective of the provisions of this Agreement, an individual may exercise its rights under the GDPR against each Data Controller but any liability between the Data Controllers shall be allocated according to the percentage of fault respectively attributable in the creation and management of the damaging event.

The Parties acknowledge the nullity of any clause of this Agreement that conflicts with and/or is incompatible with the current legislation on the protection of personal data.

Article 10

For anything not provided for in this Agreement, the Parties shall refer to the relevant legislation in force.

Article 11

This agreement is drafted in one original copy, archived by the Promoting Organization.

Whereby possible, this agreement is signed digitally pursuant to art.15 L.241/1990 as modified by D.L. 179/2012 and by D.l.gs n. 82/2015 and related norms.

This agreement is subject to Euro 48.00 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 € 48.00 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 26/4/1986, at the expense of the party that requires the registration.

Date _____

Signature and stamp Promoting Organisation
The Rector
Matteo Lorito

Signature and stamp Hosting Organization
Legal representative

HOSTING ORGANIZATION

Business Name: _____

Registered Office (address): _____ n° _____

Post Code _____ City _____ Prov _____

Phone _____ Email _____ @ _____

PEC _____ @ _____

Other offices: _____

Address for communications:

_____ Post code _____ City _____

Business sector

- Public Institutions Professional Firm/office Third sector Organization Non-profit
 Other Private business

VAT number |_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|_|

Legal Representative

Surname _____ Name _____

Contact person for communications with the University of Naples Federico II

Role within the company _____

Phone _____ email _____ @ _____

Staff numbers:

(tick as appropriate)

N° of permanent employees	N° trainees
<input type="checkbox"/> From 1 to 5	1
<input type="checkbox"/> From 6 to 19	2
<input type="checkbox"/> 20 or more	Maximum 10% of total workforce

Numerical limits imposed by the Ministerial Decree of 25 March 1998, no. 142, art. 1, point 3 for the simultaneous activation of internships.

Regulation (EU) 2016/679 of the European Parliament on the protection of natural persons with regard to the processing of personal data.

The data collected with this form are processed for the purposes of the procedure for which they are released and will be used exclusively for that purpose and in any case, within the institutional activities of the University of Naples Federico II. The interested party is entitled to the rights referred to in Articles. 15-22 of the EU Regulation.

The data controller is the University, in the persons of the Rector and the General Manager, in relation to specific responsibilities. Exclusively for problems related to a non-compliant treatment of your personal data, you can contact the Data Controller by sending an email to the following address: ateneo@pec.unina.it; or to the Data Protection Officer: rdp@unina.it; PEC: rdp@pec.unina.it. For any other request related to this procedure, the Student Internship Office should be contacted instead: tirocini.studenti@unina.it; PEC tirocini.studenti@pec.unina.it

The complete information relating to the processing of personal data collected are reported on the site of the university: <http://www.unina.it/ateneo/statuto-e-normativa/privacy>.

TRANSFER TO COUNTRIES OUTSIDE THE EU: The transfer of personal data collected for the pursuit of the curricular traineeship activities will be carried out to the non-EU country where an adequacy decision has been adopted in accordance with Articles 44 and 45 of EU Regulation 2016/679. If there is no such Where no such adequacy decision exists, the transfer of personal data to a non-EU country will be carried out in accordance with the provisions provided for by article 49 of the EU Regulation 2016/679.

Signature and stamp
Hosting Organization

ANNEX 1

Self-declaration affidavit (Art. 46 DPR 445/2000)

I, the undersigned (Name) _____ (Surname) _____,
permanent residence address (town/street/number/postal code/Country) _____
_____, aware of the consequences of making false statements, falsehood of
acts and use of false facts, (art. 46, DPR 445/2000), acting as _____ of the
Hosting Organization,

DECLARE THAT

- ✓ Safety hazards present in their organisation have been assessed pursuant to the Occupational Safety and Health Convention, 1981 (No. 155), the 2002 Protocol to the ILO Occupational Safety and Health Convention 1981, the Equality of Treatment (Accident Compensation) Convention, 1925 (No. 19), the Working Environment (Air Pollution, Noise and Vibration) Convention, 1977 (No. 148), Law 398/87, conversion of D.L. 317/87 for non-affiliated countries.
- ✓ The requirements of international conventions on health and safety in the workplace are met
- ✓ A security advisor has been appointed and that this possesses the necessary training as set forth by international conventions on health and safety.
- ✓ A company doctor has been appointed pursuant to The International Code of Ethics for Occupational Health Professionals - International commission on occupational health.
- ✓ Workers representatives for Health and Safety have been appointed pursuant to the Workers' Representatives Convention, 1971 (No. 135)
- ✓ training, information and instruction have been provided to workers and other safety figures (international safety conventions).
- ✓ preventive, diagnostic and treatment health measures have been taken that can be activated in the local context with reference to health risks (food and water quality), also through insurance policies or agreements with local clinics, in accordance with the International Code of Ethics for Occupational Health Professionals.
- ✓ Workers are provided with equipment, machines and systems compliant with the current regulation (UNI EN ISO 13849-1 and 2:2016).
- ✓ Workers have been provided with the PPEs established by current regulations as well as appropriate training about their usage pursuant to international conventions on health and safety at work.
- ✓ An emergency plan has been drawn up, for establishments with over 10 workers, and a fire warden and

first-aid officer have been appointed or that the necessary fire emergency measures have been taken pursuant to international conventions on health and safety at work.

Date

Signature and stamp

Hosting Organization

ANNEX II
SUBSTITUTE DECLARATION OF CERTIFICATION
(ART. 46 of DPR 445/2000)

I, the undersigned (Name) _____ (Surname) _____,
permanent residence address (town/street/number/postal code/Country) _____
_____, aware of the consequences of making false statements, falsehood of
acts and use of false facts, (art. 46, DPR 445/2000),

Acting as **professor requesting the activation of the agreement/person in charge of teaching and research activities in laboratories (RADRL), representative of ONLUS/Non-profit organisation without employees** within the responsibilities given to him by the Promoting Organisation

DECLARE

That the premises where internship activities are to take place *have been visited by me and comply/are compliant** with health and safety characteristics so as to host interns and allow the smooth performance of activities.

Date

Signature

Professor requesting the activation of the agreement*

Person in charge of teaching and research activities in laboratories*

Representative of ONLUS/Non-profit organisation without employees*

(*Please cross out any non-relevant definitions)