# 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**, data controller, represented by acting Rector Matteo Lorito,

**AND** 

(Name of Business Institution or Body)	
(Name of Business, Institution or Body)	
VAT number n.  _ _ _ _ _ , Registered Of	fice
Province Address	N° Post Code
henceforth referred to as Hosting Organization, co-controlle	er of data, represented by
	resident in ( <sup>1</sup> )
Address	

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.

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<sup>&</sup>lt;sup>1</sup>. Company headquarters

### Article 2

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

- 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 intern must:

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- a) Perform the activities included in the project of the curricular internship.
- 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 and all that is mandated by the Host Organization or the Promoter Organization pursuant to art. 3 of the Convention implementing Legislative Decree n. 81/2008;
- c) 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;
- d) where applicable, fill in the diary booklet of activities carried out, handed over to the trainee by the Promoting Organization.

### Art. 5

# Health and Safety procedures in internship activities

The Promoting Organization, based on analyses carried out through the Risk Assessment Form, needs to perform the following activities:

- a) Ensure that the Hosting organization complies with the health and safety requirements contained in the relevant regulations. This happens by means of a checklist to fill out according to the location of the internship: National, European, Non-European;
- b) Have interns undergo health monitoring where required (art. 18, c.1, lett. G e art. 41, D. Lgs. 81/08);
- c) 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);
- d) Inform interns about the specific risks present in the hosting country through training sessions on the following key points:
  - i. Environmental factors (endemic diseases, weather conditions, natural phenomena, hygienic/health issues, local socio-political context);
  - ii. Cultural factors;
  - iii. Religious factors;
  - iv. Logistic factors (injuries);
  - v. Crime factors.
- e) 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 establishes at the moment of signing the agreement;

- b) inform interns about all risks, related or unrelated to their specific activities, so as to make them fully aware of the risk factors potentially present and of all the actions implemented for their safeguard;
- c) integrate, where necessary, the information on specific risks present in the hosting country where interns will be operating, especially with reference to factors linked to the local environment, culture, religion, logistics and crime;
- d) Verify that the intern possesses the necessary PPE and provide ay additional items where specific risks might be incurred.

Depending on the location of the internship, the Hosting Organization undertakes to:

- In case of an internship on the Italian National territory:
- Guarantee the intern that the current hygiene and Health & Safety conditions are met, pursuant to D.lgs 81/08;
- integrate, where necessary, the training on all risks, related or unrelated to their specific activities but potentially present;
- Inform workers on the emergency procedures in place in the facilities.

Moreover, if there are typical risks generally connected with the implementation of duties allocated to them for the performance of internship activities:

- integrate the interns' health protocol by subjecting them to an integrative medical examination by means of their own Competent Doctor or similar professional figure;
- Integrate the training and information pathway;
- Provide interns with PPEs in case of exposure to additional specific risks.
  - > In case of an internship in EU countries:

Guarantee the intern that the current hygiene and Health & Safety conditions are met pursuant to Directive 89/391/EEC and all the relevant local regulations of the hosting country;

- inform interns about all risks potentially present, whether related or unrelated to their specific activities;
- Inform workers on the emergency procedures in place in the facilities.

Moreover, if there are typical risks generally connected with the implementation of duties allocated to them for the performance of internship activities:

- integrate the interns' health protocol by subjecting them to an integrative medical examination by means of their own Competent Doctor or similar professional figure
- Integrate the training and information pathway
- · Provide interns with PPEs in case of exposure to additional specific risks
  - In case of an internship in non-EU countries:
- Guarantee the intern that the current hygiene and Health & Safety conditions are met pursuant to international agreements on safety;
- inform interns about all risks potentially present, whether related or unrelated to their specific activities;
- Inform workers on the emergency procedures in place in the facilities;

Moreover, if there are typical risks generally connected with the implementation of duties allocated to them for the performance of internship activities:

- integrate the interns' health protocol by subjecting them to an integrative medical examination by means of their own Competent Doctor.
- Integrate the training and information pathway
- Provide interns with appropriate PPEs
  - d) in the event of an accident during the internship, to promptly report the event to the
     Director of the Department to which the trainee's course of study relates, in order to allow
     him to report the incident to the National Institute for Insurance against Accidents at Work
     (INAIL) within the timeframe set by current legislation;
  - e) to provide the trainee, if required, with a certificate of completion of the internship, showing that the planned activities have been effectively carried out.

# Article 6

The University tutor, within the scope of the responsibilities given to them by the Promoting Organization, undertakes to:

- a) Ensure that the Hosting Organization complies with the safety requirements contained in the relevant regulations by verifying that the checklist has been filled out
- b) Have interns undergo health monitoring where required (ex art. 18, c.1, lett. G e art. 41, D. Lgs. 81/08)
- c) Inform interns about the specific risks present in the hosting country through training sessions on the following key points:
  - i. Environmental factors (endemic diseases, weather conditions, natural phenomena, hygienic/health issues, local socio-political context)
  - ii. Cultural factors
  - iii. Religious factors
  - iv. Logistic factors (injuries)
  - v. Crime factors

# d) 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 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

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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.

### Article 10

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

# Article 11

- 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.l.gs n. 82/2015 and related norms.
- 3) 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)

	an ONL	LUS)			
	a.	Online, ex art. 15 DPR 642/1972 -	authorizat	ion from the Agenzia	delle Entrate -
		Territorial office of	n	_ date	
	b.	By means of tax registration stamp	worth € 48	3.00 issued on	with unique
		identification code			
	This ag	greement will be registered in case o	f use at fixe	ed tax rate, pursuant to	o articles 5 and
	39 of registr	D.P.R. n. 131 of 26/4/1986, at ation.	the expens	se of the party tha	t requires the
Date					
Signa		d stamp Promoting Organization g Rector of the University	Signatu	re and stamp Hosting O Legal Representativ	•
		<del></del>			

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# 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 Fir	rm/office
☐ Other ☐ Private business	
VAT number   _	
Legal Representative	
Surname	Name
Contact person for communications with	the University of Naples Federico II
Phoneemail	
Staff numbers: (tick as appropriate)	
N° of permament employees	N° trainees
☐ From 1 to 5	1
☐ From 6 to 19 ☐ 20 or more	Maximum 10% of total workforce
Li 20 01 more	Maximum 10 /0 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. To contact the Data Controller, please send an email to the following address: ateneo@pec.unina.it; or write to the Data Protection Officer: rpd@unina.it; PEC: rpd@pec.unina.it.

For any further enquiry regarding this procedure, please contact the Ufficio Tirocini Studenti: tirocini.studenti@unina.it; PEC: tirocini.studenti@pec.unina.it

Interested parties are entitled to the rights stated in EU regulation articles 15-22.

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 TOWARDS NON-EU COUNTRIES**: the transfer of personal data collected for the purposes of curricular internship activities shall be performed towards a non-EU country whereby this has been deemed compliant with adequacy requirements in terms of data protection as per articles 44 and 45 of EU regulation 2016/679.

Should this adequacy requirement not have been met, the personal data transfer towards a non-EU country will only be performed when the application is submitted after the specific call for candidacy and only after the interested party explicitly consents to this under the terms of article 49, par. 1 of EU Regulation 2016/679.

Signature and Stamp for Hosting Organization

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Checklist for internship on Italian National Territory

Document	Reference regulations	YES	NO	N/A	NOTES
RISK ASSESSMENT, CERTIFICATES, AUT	HORIZATIONS				
1. Risk Assessment Form	- D. Lgs. 81/08: art. 17 c. 1 lett. a art. 28-29 - D.I. 30/11/2012 (standardized procedures)				
2. Risk assessment carried out while protecting differences in gender, age, nationality and other risks connected with the specific type of contract through which the work is rendered.	- D. Lgs. 81/08: art. 28 c. 1				
3. Unique document for the Assessment of risks from interference	- D. Lgs 81/08: art. 26, c. 3- 3bis – 3ter; Attachment XI				
4. Submission of the SCIA to the Fire Department. CPI if issued before 07.10.2011	- DPR 151/11 - DM 07/08/12 Attachment III subject activities)				
5. Compliance with Health & Safety requirements in work environments	- D. Lgs. 81/08: art. 63 – 64; Attachment IV				
DESIGNATIONS, APPOINTMENTS AND	PROXIES OF HEALTH AND SAFETY OFFICERS	ı			
6. Indication of the name of the person responsible for the protection and prevention service (RSPP)	- D. Lgs 81/08: art. 17 comma 1 lett. b) 34				
7. Nomination of Competent Doctor	- D. Lgs 81/08: art. 18 – 38 – 39 - 41				
8. Minutes of the meeting for election or designation of the RLS	- D. Lgs 81/08: art. 47-48-49-50				
9. Certificate of communication of the name of the RLS to INAIL (or absence of the RLS)	- D. Lgs 81/08: art. 18 comma 1 lett. aa)				
INFORMATION, TRAINING					
10. Documents certifying the training and correct information offered to workers	- D. Lgs 81/08: art. 36, artt. 3 comma 12-bis, 71 - Accordo Conferenza Stato Regioni del 21/12/2011 - Accordo Conferenza Stato Regioni del 25/07/2012 (Adeguamento e linee applicative degli accordi ex art. 34, c. 2, e 37, c. 2, D. Lgs. 81/08).				
EQUIPMENT AND MACHINERY	,	I.			
11. Certificate of compliance for equipment and machinery	- D. Lgs 81/08 Art. 86 - DPR 462/01 - DM 37/08 - D. Lgs. 17/10				
PERSONAL PROTECTIVE EQUIPMENT (F	PPE)	1			
12. Documents on the compliance of PPE (delivery report, instructions in Italian language performed training, information and observed practice for all the types of PPEs and training for those belonging to category III and for hearing).	- D. Lgs 81/08 Titolo III – Capo II art.76 c.1; artt. 77, 79 - D. Lgs 475/92 - Allegato VIII - DM 02/05/2001 - Regolamento UE 2016/425				
HANDLING OF EMERGENCIES					
13. Emergency plan	- D. Lgs 81/08: artt. 43-46 - DM 10/03/1998 - DPR 151/11				

te.	Signat	ure and S	Stamp fo	r Hosting	Organization

Checklist Internship in EU Countries

DOCUMENT	REFERENCE REGULATIONS	YES	NO	NA	NOTES			
RISK ASSESSMENT, CERTIFICATES, AUT	HORIZATIONS	1	1	1				
1. Risk Assessment	- Directive 89/391/EEC - OSH "Framework Directive" Directive 88/642/CEE 16th December 1988 modifying COUNCIL DIRECTIVE of 27 November 1980 on the protection of workers from the risks related to exposure to chemical, physical and biological agents at work - (EU) 2017/164 of 31 January 2017 establishing a fourth list of indicative occupational exposure limit values - Regulation n. 1272/2008 - Regulation n. 1907/2006 - Directive 2000/54/EC - biological agents at work - Directive 2013/35/UE – electromagnetic fields - UNI EN ISO 9612:2011 - determinazione dell'esposizione al rumore negli ambienti di lavoro - ISO/TR 18570:2017 - Mechanical vibration UNI EN ISO 2631-1:2014 – mechanical vibrations				Identification of risks, participation of workers, introduction of appropriate measures prioritizing the elimination of risks at the source, documentation and periodical re-evaluation of risks on the job.			
2. Compliance with Health & Safety	- Council Directive 89/391/EEC							
requirements in work envyironments	Art. 6							
	PROXIES OF HEALTH AND SAFETY OFFICERS							
3. Indication of the name of "Responsible of Service" or "Occupational Safety Expert" (RSPP) with requirements of the emergency officers	- Council Directive 89/391/EEC Articles 7 and 8							
Indication of the implementation methods of health surveillance of workers	- Council Directive 89/391/EEC Art. 14							
5. Identification of representation for health & safety.	- Council Directive 89/391/EEC Art. 11							
INFORMATION, TRAINING								
6. Documents certifying the training and correct information offered to worker; training for the use of machinery, equipment and PPEs	- Council Directive 89/391/EEC Artt. 10 -12							
EQUIPMENT AND MACHINERY		_		_	I			
7. Use of compliant working tools	- Council Directive 2009/104/EC – use of work equipment							
Certificate of compliance for machinery and equipment. Instructions and maintenance book	- Council Directive 89/391/EEC Articles 6-8 -Directive 2006/42/EC on machinery							
9. declaration of compliance of systems	- Directive 73/23/CEE							
PERSONAL PROTECTIVE EQUIPMENT (F	1							
10. Compliance assessment of PPEs	- EU Regulation 2016/425				With documents certifying the training for all the categories and also for those of III category			
HANDLING OF EMERGENCIES								
11.Emergency plan	- Directive 2012/18/EU							

Date	Signature and sta	mp for Hosting Organization

 $\textbf{Further information:} \ \underline{uff.supp-program-sicurezza@unina.it}$ 

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# Checklist Internship in Non-EU Countries

DOCUMENT	REFERENCE REGULATIONS	YES	NO	NA	NOTES
VALUTAZIONE DEI RISCHI, CERTIFICATI	AUTORIZZAZIONI				
1. Risk Assessment	- C155 - Occupational Safety and Health Convention, 1981 (No. 155) - P155 - Protocol of 2002 to the Occupational Safety and Health Convention, 1981 - C019 - Equality of Treatment (Accident Compensation) Convention, 1925 (No. 19) - C148 - Working Environment (Air Pollution, Noise and Vibration) Convention, 1977 (No. 148) - Law 398/87, conversion of D.L. 317/87 for non-affiliated countries.				Identification of risks, participation of workers, introduction of appropriate measures prioritizing the elimination of risks at the source, documentation and periodical re-evaluation of risks on the job;
Compliance with Health & Safety requirements in work envyironments	- International conventions on Health And Safety				
DESIGNATIONS, APPOINTMENTS AND	PROXIES OF HEALTH AND SAFETY OFFICERS		ı	ı	ı
Indication of a "Security Advisor"  (RSPP) with its own training requirements	- International conventions on Health And Safety				INAIL guidelines on 'safeguard of workers in international agreements and conventions on social security with non-EU countries'.
4. Appointment of a Company Competent (in-house)	- International commission on occupational health				
5. Identification of representatives for Health & Safety.	- C135 - Workers' Representatives Convention, 1971 (No. 135)				
6. Appointment of qualified fire emergency officers	- ISO 16732-1 (Fire safety engineering – Fire risk assessment)				
7. Appointment of qualified First-Aid Officers	- International conventions on Health And Safety				
INFORMATION, TRAINING					
Documents certifying the training and correct information offered to worker; training for the use of machinery, equipment and PPEs	- International conventions on Health And Safety				
HEALTH SURVEILLANCE AND RAPPORT	WITH COMPETENT DOCTOR				
<ol> <li>Details of preventative, diagnostic and treatment sanitary measures that it is possible to activate locally.</li> </ol>	- International commission on occupational health				Sanitary risks (food and water quality). Insurance policies or agreements with local clinics.
EQUIPMENT AND MACHINERY					
10. Compliance of machinery and equipment; instructions and maintenance book	- UNI EN ISO 13849-1:2016 - UNI EN ISO 13849-2:2016.				
PERSONAL PROTECTIVE EQUIPMENT (P	PE)				
11. Compliance assessment of PPEs	- International Conventions on Safety				
HANDLING OF EMERGENCIES			1	1	
12. Emergency plan	- International Conventions on Safety				Accommodation. Crime / terrorism / insurrections. Internal journeys. Emergency evacuations.

DateSignate	ture and Stamp	for Hosting	Organization
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 $\textbf{Further Information:}\ \underline{uff.supp-program-sicurezza@unina.it}$ 

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