



## **The parties agree to the following**

### **Art. 1**

The introduction is an integral part of this Convention.

The University of Naples Federico II can make use of resources and structures outside the University for the performance of practical learning activities supervised by a Head of the Courses of study (including PhD, Master, specialization and specialization course) active at the Department of Veterinary Medicine and Animal Production, with the aim of integrating and improving the professional knowledge and cultural training of the student and experimenting with innovative learning methods through the participation in activities of a practical-applicative nature.

### **Art. 2**

#### **Implementation of integrative practical training activities**

The methods and times of implementation of the supervised practical learning activities will be the subject of mutual consultation between the teacher or teacher-tutors of the training activity concerned and the head of the hosting Organization.

The responsibility for the supervised practical learning activity rests with the Teacher(s) or the Tutor(s); however, they may avail themselves of the specific professional skills of the hosting Organization.

For students who will carry out supervised practical learning activities, according to this agreement, it will be the responsibility of the teacher in charge of the training activity to send a complete list to the General Affairs Office (Ufficio Affari Generali) of the University:

- Name of the student
- Student ID number
- Location and period of internship

Any activity carried out by the student as part of the practical learning activity cannot be a prerequisite for a working relationship with the hosting Organization, nor be a substitute for corporate manpower or professional services. The student's use of free company services by the hosting Organization is not considered as remuneration.

The student is required to maintain the necessary confidentiality regarding data, information or knowledge on production processes and products acquired during the course of the practical learning activity.

### **Art. 3**

#### **Insurance**

The University guarantees that the students who benefit from the supervised practical teaching activity are covered by an accident insurance policy should they incur injuries during the performance of the activities referred to in this Agreement. Also, students are covered for civil liability for damages that they may involuntarily cause to third parties (persons and/or property) during the performance of the aforementioned activities.

The University will provide insurance coverage for students against accidents at work (at the INAIL, through the special form of management on behalf of the State, pursuant to Articles 127 and 190 of the Consolidated Act no. 1124/1965), as well as for civil liability at insurance companies operating in the sector.

### **Art. 4**

#### **Costs**

The collaboration that is the subject of this agreement does not give rise to any financial profit or business relationship between the Promoting and Hosting Organizations.

This agreement, therefore, does not involve any charge or form of contribution for the University for any reason required by the host as a result of the use of facilities, services, equipment and personnel that are made available by the host structure.

### **Art.5**

#### **Health and Safety during practical learning activities**

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 where required (art. 18, c.1, lett. G and 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 and 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 self-employed professional.
- b) Guarantee the intern that the current hygiene and Health & Safety conditions are met pursuant to all the relevant international conventions.
- c) Train interns about all the work-related risks which they might incur, regardless of their likelihood, so as to make interns fully aware of the context of the hosting country. Also, interns will be made aware of all the measures implemented for their own safeguard by the hosting organization.
- 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 risks related to their duties, regardless of their frequency or likelihood
- 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 PPEs 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 of Veterinary Medicine and Animal Production, 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.

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

1. 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);
2. Ensure that the Hosting Organization complies with the safety requirements contained in the relevant regulations by verifying that the relevant ANNEXES have been filled out (1 for companies or institutions and 2 in case of self-employed professional);
3. Fill out ANNEX 2 as Tutor/RADRL when ANNEX 1 has not been filled out by the Hosting Organization so as to guarantee the safe performance of training activities;
4. Have interns undergo health monitoring where required (ex art. 18, c.1, lett. G e art. 41, D. Lgs. 81/08);
5. Check that appropriate PPEs are provided

## **Art. 7**

### **Duration**

This Agreement shall run for three years from the date of its stipulation and shall be renewable on expiry by an express agreement of both Parties. Either party may, before expiry, withdraw from the agreement by written notice by registered letter with acknowledgement of receipt or by PEC: [tirocini.studenti@pec.unina.it](mailto:tirocini.studenti@pec.unina.it), giving at least six months' notice.

In case of termination, the completion of the training activities already started must be ensured.

## **Art. 8**

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 from any of the parties or 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 and/or is incompatible with the current legislation on the protection of personal data.

## Art. 9

### Final provisions

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 to art. 2 c. 1 of DPR n. 642/1972 to be charged to the Hosting organization:

- 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 Organization

Signature and stamp Hosting Organization

**The Rector**

**Legal representative**

Matteo Lorito

\_\_\_\_\_

\_\_\_\_\_

## 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

Private business  Other

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

Legal Representative

Surname \_\_\_\_\_ Name \_\_\_\_\_

### Contact person for communications with the University of Naples Federico II

Phone \_\_\_\_\_ email \_\_\_\_\_@\_\_\_\_\_

#### 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](mailto:ateneo@pec.unina.it) ; or write to the Data Protection Officer: [rdp@unina.it](mailto:rdp@unina.it) ; PEC : [rdp@pec.unina.it](mailto:rdp@pec.unina.it). For any further enquiry regarding this procedure, please contact the Ufficio Tirocini Studenti. [Tirocini.studenti@unina.it](mailto:Tirocini.studenti@unina.it); PEC: [tirocini.studenti@pec.unina.it](mailto: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 they possess 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

**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 **professor requesting the activation of the agreement/person in charge of teaching and research activities in laboratories (RADRL), self-employed professional**, within the responsibilities given to me 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\**

*Self-employed professional\**

\_\_\_\_\_

(\*Please cross out non-relevant definitions)