



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.

¹ 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

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 intern** must:
 - a) Carry out the activities foreseen by the curricular internship project;
 - 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 implementing Legislative Decree n. 81/2008;
 - c) maintain the necessary confidentiality regarding 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.

Article 5

The **Promoting Organization**, based on analyses carried out through the Risk Assessment Form, undertakes 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 current hygiene and Health & Safety conditions are met pursuant to Directive 89/391/EEC and all the relevant local regulations of the hosting country
- 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) 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 compliant with EU regulations 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 annexes have been filled out (ANNEX 1 for companies or institutions and ANNEX 2 in case of ONLUS/NON-PROFIT without employees)
- c. 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.
- 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 personal data relating to the performance of activities covered by this agreement in compliance with the provisions of Legislative Decree No. 196 of 30 March 2003, "Code regarding the protection of personal data" ss.mm.ii and by EU Regulation 2016/679 (GDPR), integrated and amended with Legislative Decree 101/2018.

The parties are joint controllers in compliance with the provisions of art. 26 of the GDPR with regards to the processing of data expressed in the addendum named 'Joint Controllershship agreement' (Annex III) which, undersigned by the parties, is an integral part of the present agreement.

As for all other processing, the Parties are to be considered autonomous controllers and will individually ensure their compliance with current legal provisions.

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. 82/2005 and related norms.
3. For the year 2022, art. article 1 paragraph 731 of Law, 30 Dec 2021 no. 234, provides for exemption from registration tax for internships of training and orientation as per art. 18 of Law 24/06/1997 no. 196.

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

ANNEX 1

Self-declaration affidavit - EU (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

- ✓ I have identified and assessed risks present in this Organization and that a Risk Assessment Form has been filled out pursuant to European Framework Directive 89/391, transposed into national law by each European country.
- ✓ The working environment is compliant with the provisions of European Framework Directive 89/1989 (art. 6).
- ✓ A “Responsible of Service” or “Occupational Health and Safety Expert” with related requirements for emergency officials has been designated pursuant to Articles 7 and 8 of European Framework Directive 89/391.
- ✓ To have precise indications on the modalities of development of the sanitary control of the workers, in the cases foreseen by the Article 14 of European Framework Directive 89/391.
- ✓ The Representatives for Workers' Safety have been designated pursuant to article 11 of European Framework Directive 89/391.
- ✓ appropriate training has been delivered to the workers and their safety representatives (Article 10-12 of European Framework Directive 89/391).
- ✓ workers have been provided with equipment, machinery and systems compliant with current regulations (Directive 2009/104/EC – use of work equipment; 2006/42/CE on machinery; Directive 73/23/CEE).
- ✓ Workers have been provided with the PPEs established by current regulations as well as appropriate training about their usage (Regulation EU 2016/425).
- ✓ An emergency plan has been drawn up, for establishments with over 10 workers, and a fire warden and first-aid officer have been appointed (Directive 2012/18/EU) or that the necessary fire emergency measures have been taken.

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 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*

Representative of ONLUS/Non-profit organisation without employees*

(*Please cross out any non-relevant definitions)

ANNEX III

JOINT CONTROLLERSHIP AGREEMENT

This Addendum supplements the part on data processing regulated by Article 9 of the Agreement.

In compliance with the provisions of Article 26 of the GDPR, the Parties enter into the following Joint Controllership agreement to define the processing of those personal data of trainees/interns and professors/tutors that will be jointly processed in the implementation of this agreement.

The object of this Joint Controllership agreement is the personal data of enrolled students, professors, researchers and tutors involved in training activities, including data relating to university careers, data included in curricula, data relating to absences and related justifications.

Also subject to Joint Controllership are insurance data and data contained in any health certificates issued by the competent physician of the University and transmitted to the proposing party for the fulfilment of its duties.

The Parties undertake to process the aforementioned personal data in compliance with the provisions of Legislative Decree no. 196 of 30.06.2003, as amended and supplemented by Legislative Decree no. 101 of 10/08/2018 and ss.mm.ii., and EU Regulation no. 679/2016.

For all other processing operations not specifically indicated above, the Parties shall remain autonomous data controllers and both shall autonomously fulfil the obligations provided for by the regulations in force.

In particular, the Partner Organization/Contracted Company is the Data Controller for the data of trainees/interns processed as part of the health surveillance activity carried out on them (management and storage of any health records).

The Partner Organization/Company appoints the trainees/ interns who carry out the professional activities at its premises "Persons authorized to process data", pursuant to Art. 29 of the above-mentioned EU Regulation. The trainees/interns will only have access to the personal data that are strictly necessary for the performance of the activities, with the obligation of confidentiality on the production processes of the Institution/Company and on any other information they become aware of as a result of the traineeship activity.

The Data Controllers will process the data of their competency, by manual and/or automated means, according to principles of lawfulness and correctness and in such a way as to protect the integrity and confidentiality of the data and the rights of the persons concerned, in compliance with adequate security protection measures as provided for by the legislation on the protection of personal data.

The Parties undertake to make mutually available to each other, where necessary, all the information required to demonstrate and verify compliance with their obligations under the Data Protection Act in force and to cooperate in the event of requests to either Party from the Supervisory Authority or the Judicial Authority concerning the processing of data covered by this Agreement.

For the aforementioned information, the Parties undertake to inform trainees that full information on how the data are processed is available through:

- The University's website at <http://www.unina.it/ateneo/statuto-e-normativa/privacy>
- The partner institution/company' website: _____

It is understood that, irrespective of the provisions of this Agreement, the data subject may exercise their rights under the EU Regulation against each Data Controller, but any liability between the Data Controllers shall be deemed to be already shared according to the percentage of fault respectively attributable in the creation and management of the damaging event.

The Parties are obliged to mutually notify each other via Certified Electronic Mail of any breach of personal data ("Data Breach") concerning the Internship Agreement promptly and in any event no later than 24 hours after becoming aware of the event, and to provide any necessary cooperation in relation to the fulfilment of the obligations incumbent on the same to notify the Authority of the said breaches, pursuant to Article 33 of EU Regulation 2016/679 or to communicate the same to the data subjects pursuant to Article 34 of EU Regulation 2016/679. Such notification must be accompanied by all necessary documentation to enable, where necessary, notification of such breach to the Supervisory Authority.

A data breach is any breach of security that accidentally or unlawfully results in the destruction, loss, modification, unauthorized disclosure of or access to personal data transmitted, stored or otherwise processed.

If and in so far as it is not possible to provide the information at the same time, the information may be provided in stages without undue delay.

Communications under this Agreement shall be made to the following addresses:

- For the University of Naples Federico II:
Data Protection officer (DPO) of the university:
Email: rpd@unina.it
Certified Electronic Mail: rpd@pec.unina.it
- For the partner institution/company:

Data Protection officer (DPO) of the institution:

Email:

Certified Electronic Mail:

The Parties recognize the nullity of any clause of the Agreement that conflicts with and/or is incompatible with the legislation in force on the protection of personal data.

The Hosting Organization

(signature and stamp)

The Promoting Organization

The Rector
