

# **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;**
- 3. In case of original signature, two copies of the document must be submitted.**

# 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 Arturo De Vivo,

AND

\_\_\_\_\_  
(Name of Business, Institution or Body)

VAT number n. |\_|\_|\_|\_|\_|\_|\_|\_|\_|\_|\_|\_|\_|\_|\_|\_|, Registered Office \_\_\_\_\_

Province \_\_\_\_\_ Address \_\_\_\_\_ N° \_\_\_\_\_ Post Code \_\_\_\_\_

henceforth referred to as **Hosting Organization**, co-controller 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:

#### Articolo 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, 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;

\_\_\_\_\_  
<sup>1</sup> Company headquarters

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.
3. 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) 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 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.

### **Article 5**

1. The Hosting Organization agrees to:
  - a) provide the trainee with the necessary means to carry out the agreed activity;
  - b) ensure that the trainee operates in the hygiene and safety conditions required by current legislation and that he is fully aware of the contents of the emergency plan;
  - c) apply the measures for the protection of health and safety at work set out in Legislative Decree no. 81/20008 and subsequent amendments and additions to the trainee/worker treated as such pursuant to art. 2 of Legislative Decree no. 81/2008.

In particular:

- The Promoting Organization follows the indications of the Risk Assessment Form, and needs to:
  - have trainees undergo health surveillance where appropriate;
  - Have trainees undergo the relevant informative and training pathway;
  - Provide trainees with PPE where necessary.
- The Hosting Organization needs to:
  - Provide trainees/workers with information regarding emergency procedures of the facility;

Moreover, in the presence of typical risks generally connected with the performance of the tasks assigned to him for the performance of the training activity:

- integrate the trainee's health protocol by subjecting him/her to an integrative medical examination by means of his/her own Competent Doctor;

- integrate the information and training pathway;
  - provide trainees with appropriate PPE.
- 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 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 7**

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](mailto:tirocini.studenti@pec.unina.it).
2. In case of termination, the completion of the internships already started must be ensured.

#### **Article 8**

**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: [rpd@unina.it](mailto:rpd@unina.it) ; PEC: [rpd@pec.unina.it](mailto:rpd@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>.

#### **Article 9**

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

#### **Article 10**

This Agreement will be registered in the event of fixed fee use, pursuant to Articles 5 and 39 of Presidential Decree no. 131 of 26/04/1986, at the expense of the Party requesting registration.

#### **Article 11**

**This document will be drafted in two original copies, one of which will go to the Hosting and the other to the Promoting Organization.**

Date \_\_\_\_\_

Signature and stamp of Promoting Organization  
(ACTING RECTOR)  
Arturo DE VIVO

Signature and stamp of Hosting Organization  
(Legal representative or attorney-in-fact)

# 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    Health sector

**VAT number**

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**Legal Representative**

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

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

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

**Staff numbers:**

(tick as appropriate)

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

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**Signature and Stamp  
for Hosting Organization**