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## **AGREEMENT FOR THE IMPLEMENTATION OF CURRICULAR TRAINEESHIPS FOR TRAINING AND CAREER GUIDANCE**

(Law No. 196 of June 24, 1997, and Article 4, paragraph 5, Ministry of Labor and Social Welfare Decree No. 142 of March 25, 1998)

### **BETWEEN**

The "**G. d'Annunzio**" **University of Chieti-Pescara - School of Medicine and Health Sciences**, with legal headquarters in Chieti, Via dei Vestini No. 3, Tax Code 93002750698, VAT Number 01335970693, hereinafter referred to as the "Promoting Party" or "University", **represented by the President pro tempore** of the School of Medicine and Health Sciences, **Prof. Raffaella MURARO**, born in Brescia on 13/01/1956, Tax Code MRRRFL56A53B157J, domiciled for the position at the headquarters of the Presidency of the School of Medicine and Health Sciences - PEC [smsspres@pec.unich.it](mailto:smsspres@pec.unich.it)

### **AND**

The Company \_\_\_\_\_, with legal headquarters in \_\_\_\_\_ No. \_\_\_\_\_ Postal code \_\_\_\_\_, Tax Code/VAT \_\_\_\_\_, hereinafter referred to as the "Hosting Party" or "Company", represented by \_\_\_\_\_, born in \_\_\_\_\_ on \_\_\_\_\_ PEC (*certified e-mail address*) \_\_\_\_\_ MAIL \_\_\_\_\_

### **WHEREAS**

- Article 27 of the Presidential Decree No. 382 of July 11, 1980, allows universities to enter into agreements with public and private entities in order to make use of extra-university equipment and logistical services for the performance of supplementary educational activities, aimed at completing academic and professional training;
- Article 8 of Law No. 341 of November 19, 1990, provides that universities, for the realization of study programs and cultural and educational activities, may make use of the collaboration of public and private entities according to the methods defined by each institution, and may stipulate specific agreements;
- Article 18, paragraph 1, letter a), of Law No. 196 of June 24, 1997, states that universities can promote training and orientation internships in companies for those who have completed their compulsory schooling, 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;
- Ministerial Decree No. 142 of March 25, 1998, "Regulations implementing the principles and criteria of Article 18 of Law No. 196 of June 24, 1997, on training and orientation internships", identifies universities as promoters of training and orientation internships;
- Ministerial Decree No. 270 of October 22, 2004, provides in Article 10 that, in addition to the qualifying educational activities, study programs must also include activities that are useful for entering the labor market, as well as activities aimed at facilitating professional choices through direct knowledge of the sector of work to which the academic qualification can provide access, including, in particular, training and orientation internships;



- Legislative Decree No. 81 of April 9, 2008, "Implementation of Article 1 of Law No. 123 of August 3, 2007, on health and safety in the workplace", and in particular Article 2, paragraph 1, letter a), which equates the beneficiary of training and orientation internships to a worker, for the purpose of applying regulations regarding health and safety in the workplace;
- The University's Educational Regulations include the implementation of educational activities aimed at facilitating professional choices through direct knowledge of the labor sector to which the academic qualification can provide access. The regulations also provide that educational activities, including internships, may take place, with the approval of the relevant Course Councils, even at qualified public and private entities with the University has entered into specific agreements;

## **WHEREAS**

- A curricular traineeship is understood to be an internship carried out during the course of university studies — Bachelor's Degree, Master's Degree, Single-cycle Master's Degree, Master, Ph.D., Specialization School — and, as a rule, results in the acquisition of University Educational Credits (CFU);
- This agreement can be used for multiple curricular internships within its duration (collective agreement);
- The internship does not constitute an employment relationship and is strictly linked to the content of the training project;
- The Parties, as represented and domiciled above, agree on the need to develop adequate forms of coordination between the world of education and the world of work in order to integrate educational processes through the dissemination of entrepreneurial culture and to facilitate professional choices through direct knowledge of the world of work,

## **AGREE AND ESTABLISH AS FOLLOWS**

### **Article 1 - Object**

1. The Hosting Party undertakes to welcome students from the "G. d'Annunzio" University of Chieti-Pescara, regularly enrolled in the study programs belonging to the School of Medicine and Health Sciences, in accordance with Article 1, paragraph 3, of the Ministry of Labor and Social Welfare Decree No. 142 of March 25, 1998, for the implementation of curricular training and orientation internships.
2. This Agreement includes internships for thesis projects but excludes the qualifying internships for the Degree Programs in Medicine and Surgery, Dentistry and Dental Prosthetics, Psychological Area LM-51, Health Professions, and Specialization Schools in health-related fields, as well as post-graduation internships in general.
3. The actual activation of internships will be evaluated from time to time by the Hosting Party, in relation to the availability of its tutors, the needs of the identified structure, and in accordance with current regulations concerning the maximum number of students allowed at the Company simultaneously.
4. The Hosting Party has discretionary authority to determine the maximum number of interns that can be simultaneously accepted.



5. The training and orientation internship, in accordance with Article 18, paragraph 1, letter d) of Law No. 196/97, does not constitute an employment relationship or professional collaboration in any form, and therefore, the provisions related to employment relationships and collective autonomy do not apply.
6. Only internships for which no compensation or allowance is provided by the Hosting Company will be activated.
7. Internships are prohibited at family-run businesses, organizations, or entities up to the third degree of kinship, and no familial or parental relationships are allowed between the interns and the tutors of the Hosting Party.

## **Article 2 - Duration of the Internship**

1. The duration of the internship is determined by the number of university educational credits assigned in the curriculum of the study programs listed in Article 1, paragraph 1. In any case, the duration cannot exceed 12 months, including any extensions, except for individuals with disabilities, for whom the maximum duration is 24 months (see Article 7 of Ministerial Decree 142/98).

## **Article 3 - Role of the Tutor**

1. During the internship, the training and orientation activities are followed and monitored by an academic tutor designated by the Promoting Party and a company tutor designated by the Hosting Party.
2. The academic tutor of the Promoting Party is responsible for the educational-organizational activities and for the implementation of this Agreement. The academic tutor also acts as a liaison between the Promoting Party and the Hosting Party.
3. The company tutor of the Hosting Party is responsible for carrying out the activities outlined in the training and orientation project, and for the integration and support of the intern throughout the duration of the internship.

## **Article 4 - Training Project**

1. The curricular internship is based on a project that specifies its educational and organizational contents, according to the model provided by the Promoting Party, which is attached to this Agreement as an integral part.
2. The training and orientation project, prepared for each intern placed at the company, will include at least the following information:
  - a) the name of the Promoting Party, legal address, etc.;
  - b) the name of the Hosting Party, legal address, etc.;
  - c) the name of the intern and their personal details;
  - d) the study program the intern is enrolled in;
  - e) the names of the academic tutor and company tutor;
  - f) the period and hours of attendance (daily and weekly);
  - g) the objectives and methods of carrying out the internship, including the intern's schedule at the company;



- h) the facilities of the Hosting Party (departments, units, services, and their locations) where the internship will take place;
  - i) the details of the INAIL (National Institute for Insurance against Accidents at Work) and Civil Liability insurance;
  - l) the intern's obligations.
3. The training project is agreed upon between the Promoting Party and the company through their respective tutors and is signed by the Promoting Party, the company tutor for internships, and the intern.

### **Article 5 - Obligations of the Intern**

1. During the course of the training and orientation internship, the intern is required to:
- a) carry out the activities outlined in the Training and Orientation Project;
  - b) comply with the regulations concerning hygiene, safety, and health in the workplace, as well as the regulations of the Hosting Party;
  - c) comply with the regulations that protect maternity as provided by the current legislative decrees, for female students who may be pregnant;
  - d) follow the instructions of the Tutor and refer to him for any organizational or other needs;
  - e) maintain the necessary confidentiality, even after the internship has been completed, regarding data, information, and/or knowledge related to production processes and/or products acquired during the internship;
  - f) respect professional secrecy and maintain an ethically correct behavior, with particular attention to the direct relationship with patients, and comply with the applicable privacy regulations;
  - g) comply with the Code of Ethics of the Hosting Party.

### **Article 6 - Insurance**

1. The Promoting Party ensures the intern against work-related accidents, including those during travel to and from the workplace, through INAIL (PAT 090297236 - State-managed account), as well as civil liability with the Liberty Mutual Insurance Europe SE policy no. LSM0000031381 and the Axa Assicurazioni SpA accident policy no. 409232576, which also covers any activities the intern may carry out outside the internship site, as long as these are part of the Training Project.
2. In the event of an accident during the internship, the student and the Hosting Party are required to report the incident to the Promoting Party and promptly send the injured intern to a first aid facility.
3. The Hosting Party is responsible for reporting the incident to the insurance institutions within the time limits prescribed by the current regulations.

### **Article 7 - General and Specific Training**

1. Given that, under Article 2, paragraph 1, letter a), of Legislative Decree 81/08 "Consolidated Act on Health and Safety at Work," interns must be considered "workers" for the purposes



and effects of the provisions of the same decree, both the Promoting Party and the Hosting Party agree to ensure the protective measures and obligations established by the current regulations, particularly:

- a) The Promoting Party is responsible for "general training" on safety, pursuant to Article 37 of Legislative Decree 81/08 "Training of workers and their representatives," by providing the prospective interns with 4 (four) hours of training, and issuing a final certification;
- b) The Hosting Party is responsible for "specific training" on safety, pursuant to Article 37 of Legislative Decree 81/08 "Training of workers and their representatives," and agrees to provide the interns with specific training tailored to the risks the interns will be exposed to, considering any prior specific training that may have been completed;
- c) The Hosting Party is responsible for the obligations outlined in Article 36 (information to workers) of Legislative Decree 81/08.

#### **Article 8 - Duration of the Agreement**

1. This Agreement is valid for 5 years, starting from the date of signing this document, and may be renewed by mutual agreement of the parties, which must be communicated by registered mail with return receipt or PEC (certified email), at least 3 months before the expiration date.
2. The parties reserve the right to terminate the agreement by providing written notice at least 3 months before the expiration date.

#### **Article 9 - Jurisdiction**

1. Any disputes relating to this Agreement will be subject to the jurisdiction of the Court of Chieti.

#### **Article 10 - Privacy**

1. The Promoting Party and the Hosting Party are both independent Data Controllers and, as such, will comply with the data protection provisions of EU Regulation No. 679/2016, Legislative Decree 196/2003 and subsequent amendments, as well as the rulings of the Italian Data Protection Authority and other related provisions.
2. Personal data will be collected, recorded, reorganized, stored, and used for activities related to the drafting and execution of this Agreement and for compliance with publication obligations required by the current regulations.
3. During the activities covered by this Agreement, the intern will act as an authorized subject of the Hosting Party for the processing of data they may become aware of during the course of the internship, pursuant to Article 29 of EU Regulation 2016/679. The designated data processors will act according to the instructions provided by the Hosting Party as the data controller, under its responsibility. In particular, these individuals will have access only to the personal data strictly necessary for performing the training activities and will diligently follow the instructions received, in compliance with the national and European data protection regulations mentioned above, as well as professional secrecy obligations.
4. The parties commit to providing the relevant individuals with appropriate information regarding the processing of personal data for the purposes described above. The privacy



notices of the Promoting Party regarding the processing of personal data can be found at the following link: <https://www.unich.it/privacy>.

5. The intern is subject to the internal privacy provisions and regulations, just like the employees of the Hosting Party.

#### **Article 11 - Reference to Other Provisions**

1. For all matters not explicitly provided for in this Agreement, the parties refer to the current legislation on the matter.

#### **Article 12 - Stamp Duty and Registration**

1. This Agreement is subject to stamp duty, which will be borne by the University of "G. d'Annunzio" Chieti-Pescara, as per authorization protocol no. 3843 of 21.01.2008, and is subject to registration only in the event of use, pursuant to Article 5, paragraph 2, and Article 39 of Presidential Decree No. 131 of 26 April 1986, with registration costs borne by the requesting party.

**Location and Date:** \_\_\_\_\_

#### **For the Hosting Party**

The \_\_\_\_\_

**For the University of "G. d'Annunzio" Chieti-Pescara - School of Medicine and Health Sciences  
THE PRESIDENT**

**Prof. Raffaella Muraro**

Digitally signed pursuant to Legislative Decree No. 82/2005 and subsequent amendments