

# COMPANY LETTERHEAD

## Attachment 1

Place and date of signing, taken from the system

To the Chancellor  
of the University of Pavia  
Strada Nuova, 65  
27100 Pavia

To the attention of:  
Centro Orientamento Universitario  
of the University of Pavia

**Act formalizing the acceptance (→ denomination of Host Subject) (Host Subject) of the agreement with the University of Pavia (Promoter Subject) for the undertaking of student curricular internships.**

(→ complete denomination of the Host Subject), C.F...../partita IVA ... with registered office in Street ... civic n. ..., ... (postal code and city), represented by..., born in: postal code.... city... province...., on ..., holding the position of...

formalizes its acceptance as host subject

of the Convention (see attached text) approved by the Academic Senate of the University of Pavia on 18 November 2019 to regulate the manner in which the student curricular internships will be carried out.

With the present acceptance of the terms of the Convention – “*name and surname of legal representative*” – declares to have read the conditions of the convention and fully accepted them and the responsibilities therein entailed.

The present acceptance will be in force from (enter signing date) until the expiry date (indicate a date, normally calculated 24 months from the signing date).

Yours faithfully

... (→ Denomination of Host Subject)  
(seal of the company/institution and signature of the Legal Representative)



# UNIVERSITÀ DEGLI STUDI DI PAVIA

## INTERNSHIP CONVENTION

(in accordance with DGR 17.01.2018, n. 7763 and DDS 07.05.2018, n. 6286)

### BETWEEN

The University of Pavia, located in Pavia, Strada Nuova n. 65, tax code 80007270186, VAT Number 00462870189, henceforth “promoter subject”, represented by the Vice-Chancellor, Prof. Francesco Svelto, born in Milano (Mi) on 7/3/1966 and whose employment address is: Pavia, Strada Nuova n. 65.

### AND

Host subject (denomination of host subject found in Attachment 1, which is an integral part of the present document), which has formalized its agreement to the present convention by signing the letter of commitment (Attachment 1, integral part of the present document).

### Given that

Under Articles 4.2 and 2.1 of D.G.R. 17/01/2018 n. 7763:

1. the University of Pavia is authorized to promote curricular internships in all of Italy; the undertaking of such curricular internships is reserved for those institutions in which the intern is enrolled;
2. the present convention can be applied to curricular internships outside of Italy.

### The following is agreed upon:

#### *ARTICLE 1*

##### **Subjects Coming Under the Convention**

The host institution will welcome students (henceforth, “intern”) with an Individual Educational Plan (see Art. 3) who satisfy the specific requirements stipulated in the regional guidelines to undertake extracurricular internships (educational and orientational) and/or curricular internships offered by the University of Pavia (promoter).

#### *ARTICLE 2*

##### **Objectives of the Convention**

1. The duration of the internship will be determined in the Individual Educational Plan, within the maximum limits called for in the regional guidelines for the specific type of internship. The duration of curricular internships is determined by university study or educational plan regulations. Any periods of suspension of the internship will not count toward its overall duration.
2. The duration for extracurricular internships can be extended in accordance with the university study or educational plan regulations subject to agreement among the parties (promoter, host institution and intern) and in compliance with all the obligations defined under this Convention and in the Individual Educational Plan.

#### *ARTICLE 3*

##### **Individual Educational Plan**



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1. The objectives, procedures and rules for the internship are defined by the Individual Educational Plan, which must be agreed to by the parties in question and by the intern and which represents an integral part of the present Convention.
2. The parties in question are obliged to guarantee the intern the training called for in the Individual Educational Plan, including tutoring activity, as laid out in Article 2.3 of the regional guidelines, and health and safety training, as provided for in Article 7 below.

## **ARTICLE 4**

### **Tutoring**

1. The internship activities are monitored and verified by the tutor of the promoting institution and by the tutor of the host institution, who are indicated in the Individual Educational Plan. Each of the parties can substitute the tutors so indicated at the start of the activity, if properly justified, by communicating this to the interested parties (intern and promoting institution or host institution).
2. The tutor of the promoting institution is chosen based on the requirements indicated in the regional guidelines. Together with the host tutor, he or she prepares the Individual Educational Plan, organizes and monitors the internship and prepares the final certifications.
3. The tutor of the host institution is appointed based on the requirements indicated in the regional guidelines. He or she is responsible for carrying out the Individual Educational Plan, supporting the intern, and introducing him or her into the workplace during the entire length of the internship, as well as for registering the completion of the activities called for in the Individual Educational Plan.
4. For the curricular internships, the evaluation and certification of the results of the activities, based on validation also by the institutional tutor, is part of the overall certification of the educational activities.

## **ARTICLE 5**

### **Compensation for participation**

The payment of a stipend to the intern is not obligatory for extra-curricular internships, as called for in Article 3.8 of the regional guidelines, and is optional for curricular internships, as provided for in Article 4.2 of the regional guidelines.

## **ARTICLE 6**

### **Guaranteed insurance and mandatory communication**

1. The intern is insured:
  - a) by the National Institute for insurance against workplace injuries and occupational diseases under coverage provided by the promoting institution, the University of Pavia.
  - b) by a qualified insurance company for third-party liability under coverage provided by the promoting institution, the University of Pavia.
2. Insurance coverage must also encompass any activities by the intern outside the operating premises of the host institution that come under the Individual Educational Plan.

## **ARTICLE 7**

### **Health and safety measures at the workplace**

As specified in the Agreement of the Standing Committee on relations among the State, the Regions and the Autonomous Provinces of Trento and Bolzano n. 86/CSR of May 25, 2017, and noting that under Art. 2, clause 1, letter a) of Legislative Decree n. 81/08, the “Single Text on health and safety at the workplace”, the intern, for the purposes set forth in the legislative decree, is to be considered a “worker” and the host institution charged with providing for the following protective measures and obligations established under the law:

- a) “The training of workers and their representatives” under Article 37 of Legislative Decree n. 81/08:
  - general training
  - specific training
- b) “Health monitoring” under Article 41 of Legislative Decree n. 81/08, if called for;



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- c) “Information for workers” under Article 36 of Legislative Decree n. 81/08 concerning:
- organizing the SPP (protection and prevention service) in the organization, including assigning the specific tasks (first aid and fire prevention) to workers within the organization;
  - intrinsic organizational risk.

## **ARTICLE 8**

### **Duration of the Convention**

The validity of the present Convention is established in the letter of commitment (Attachment 1) and applies to any internship that begins during the time the Convention is in force and until the end of the Convention, including any suspensions and extensions.

## **ARTICLE 9**

### ***Suspension and early termination of the internship***

The intern may interrupt the internship for maternity or paternity leave, which is obligatory under existing law. This right also applies in the event of injury or long-term illness (an illness that continues for at least 30 calendar days per single event).

The internship can also be suspended during periods when the organization is closed (for at least 15 consecutive calendar days). The suspension period is not considered in calculating the overall length of the internship.

The internship can be interrupted by the intern, who must provide justification in written form to the tutor of the host institution and the tutor of the promoting institution.

The internship can be interrupted by the host institution or promoting institution in the event of a serious failure to fulfill the performance requirements of the internship by any of the parties involved or the impossibility of achieving the educational objectives of the Individual Educational Plan. The motivations for interrupting the internship must be presented in an appropriate report.

## **ARTICLE 10**

### ***Final regulations***

#### **Ethical Codes and Behavioral/Organizational Models**

Each of the Parties, as well as any subject involved in implementing the present Convention, agree to abide by the principles of conduct and the ethical rules contained in the Ethical Codes adopted in accordance with the relevant legislation (L. 240/2010, for the Promoter Subject and D. Lgs. 231/2001 for the Host Subject).

More specifically, the Parties agree not to undertake behavior that violates the terms of the Ethical Codes and to promote compliance with regard to its employees, associates, consultants, and administrators (hereafter “personnel”) engaged in the achievement of the established objectives.

Regarding the activities carried out by the Host Subject, the University of Pavia, the Promoter Subject therefore undertakes not to engage in, even through its own staff, acts of behavior contrary to the principles of the Code of Ethics and the Organizational Model adopted by the Host Subject, which is available on its web page, or to the applicable legal provisions.

Any conduct by the University of Pavia and its staff, in accordance with the specific provisions which, in these matters, govern the actions of the public administration in general and universities in particular, will not be considered to be violations of the principles contained in these documents. In this regard, the Host Subject notes that the University of Pavia is subject to:

- its own Code of Ethics, adopted in accordance with L. 240/2010, art. 2, clause 4 (published on the University website at <http://www.unipv.eu/site/home/ateneo/statuto-e-regolamenti/codice-etico.html>), which represents a shared heritage of values and ethical rules of conduct in all relationships arising from its institutional activity;



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- the existing anti-corruption and transparency regulations applicable to public administrations (L. 190/2010, D. Lgs. 33/2013 and s.m.i) and to the three-year anti-corruption plan 2019/2021 adopted by the University and available at:  
<http://wcm-3.unipv.it/site/home/ateneo/amministrazione/amministrazione-trasparente/anticorruzione.html>
- to DPR n. 62/2013 – Rules under the code of conduct of public employees under art. 54 of the D. Lgs. 165/2001.

## Processing of personal data

The University of Pavia, as the holder (based in C.so Strada Nuova No. 65, 27100 Pavia – PEC [amministrazione-centrale@certunipv.it](mailto:amministrazione-centrale@certunipv.it)) will treat the personal data provided by the parties in accordance with the legal conditions provided under EU Regulations 2016/679 through computer tools on digital and paper support, for the purpose of managing the educational training project as a Public University Educational Institute authorized to grant academic degrees and to operate as an intermediary in the job market in accordance with D. Lgs. N. 276/2003 and s.m.i. for the execution of its public interest tasks, among which the legal requirements including archiving, historical/scientific research and analysis for statistical purposes in accordance with the law and the ethical codes, in order to ensure the safety and confidentiality of the data itself. The provision of the required data is mandatory for carrying out the internship agreement between the parties. Failure to do so will therefore not allow the internship to be undertaken. The data can be communicated to the Lombardy Region for monitoring and control purposes. The data will not be disclosed to third parties or disseminated, except in cases specifically provided for under national or EU law. The data will be processed in accordance with the principle of the need for treatment and preserved in accordance with the rules on the preservation of administrative documentation. Those concerned have the right to ask the controller for access to personal data and its rectification or cancellation, its limitation, or to refuse the treatment of the personal data (Article 15 and ff. of EU Regulation 679/2016). Any requests in this regard are to be made in writing to the University of Pavia, Head of Personal Data Protection RPD - C.so Strada Nuova No 65, 27100 Pavia, email: [privacy@unipv.it](mailto:privacy@unipv.it). Those wishing to do so, and given the necessary conditions, also have the right to formally complain to the Guarantor according to the procedures provided for in (EU) Regulation 2016/679. Additional information on the processing of personal data by the University of Pavia can be found at: <http://privacy@unipv.it>.

## Finalization of the Convention

The present Convention between the University of Pavia, as the Promoter Subject, and each host institution is considered to be finalized through the signing of the letter of commitment, which has legal status, based on the model prepared by the University (Attachment 1, which is an integral part of the present convention).

## Provisions for postponement

For all that is not expressly regulated by this convention, please refer to the "Internship Guidelines" approved by the Permanent Conference on Relations between the State, the Regions and the Autonomous Provinces of Trento and Bolzano on 25 May 2017 and to the D.G.R. 17/01/2018 n.7763 of the Lombardy Region and/or the provisions of other regions.

## Declaration made by the Parties under art. 76 of DPR No. 455 of 28/12/2000

Aware of the criminal sanctions in the case of false statements and the production or use of false acts referred to in art. 76 of the D.P.R. 28/12/2000 No. 445 in the matter of Administrative Documentation, the Promoter Subject and the Host Subject declare, as regards their duties and responsibilities, that they shall comply with the requirements, constraints and obligations as laid out in D.G.R. 7763 of 17 January 2018.

Promoter Subject



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University of Pavia  
the Chancellor  
Prof. Francesco Svelto

*The original document signed by the Chancellor has been deposited with the official acts. The present document does not require a stamp duty.*