

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.**

Università degli Studi di Napoli Federico II

AGREEMENT FOR MANDATORY INTERNSHIPS NECESSARY TO ACCESS THE PROFESSIONAL PRACTICE EXAM FOR PSYCHOLOGISTS



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° _____ PostCode _____

henceforth referred to as Hosting Organization, represented by _____
resident in (1) _____

_____ Address _____.

WHEREAS

- Art. 1 of Law no. 56 of 18 February 1989, establishes that to practice the profession of psychologist it is necessary to hold a State Examination qualification in psychology and to be listed in the appropriate professional register; to be admitted to the State Examination it is necessary for graduates in psychology to be in possession of adequate documentation certifying that they have completed a practical internship aimed at the acquisition of professional knowledge and skills.

- art. 1, point 3, of Ministerial Decree no. 239 of 13 January 1992 provides that the practical internship must concern the application aspects of two of the following areas:

- Clinical Psychology
- General Psychology
- Social Psychology
- Developmental Psychology;

- art. 1 of Ministerial Decree no. 239 of 13 January 1992 (Regulation containing rules on post-graduate practical training) establishes that graduates who have completed a 1-year post-graduate practical internship are admitted to the State Examination for the qualification to practice the profession of Psychologist and that this internship may be carried out in public or private facilities deemed suitable by the academic authorities in agreement with the competent Council of the Order.

¹. Company headquarters

THE PARTIES AGREE TO THE FOLLOWING

Art. 1

1. The Company/organization undertakes to host at its facilities graduates for the implementation of the practical internship.
2. Internship activities do not constitute business relationship.

Art.2

1. Trainees carry out activities under the supervision of a psychologist and may not be used by the Company/Organization as a replacement for employees or additional resources;
2. For each trainee, an internship supervisor will be appointed amongst the personnel employed by the Company/Institution and this will be a psychologist registered for 5 years or longer.
3. Each trainee, before commencement of activities, will have to submit an internship project agreed with the supervisor of the Company/Organization and this will include the following:
 - Name of the trainee;
 - period of the internship;
 - field of the internship;
 - name and address of the internship location;
 - Tutor's details: name, rank, year and number of registration to the Register of Psychologists;
 - Program of the activity: general and specific outcomes to be reached.
4. Upon completion of the internship, the intern will submit the attendance booklet and the certificate released by the Company/Organization to the Segreteria Studenti Area didattica Studi Umanistici.

Art. 3

1. During their internship, trainees are required to:
 - comply with the general and organizational provisions of the Company/Entity;
 - perform the activities comprised in the internship programme;
 - comply with the regulations on hygiene, health and safety in the workplace;
 - 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;
 - Attend the company or organization's premises in the times and with the modalities established by the agreed internship programme.
2. The company/organization undertakes to:
 - respect and enforce the agreed internship programme;
 - immediately inform the University of any measure to suspend or revoke the internship authorisation in the event that the trainee fails to with the general and organisational provisions of the hosting company/organization;
 - guarantee that the trainee will operate in conditions of safety and hygiene compliant with current safety regulations, thus exempting the University from any liability.

Art.4

As a prerequisite for performing the activities of the internship, the intern will have to subscribe an insurance policy for Civil Liability and Occupational Health and Safety at their expense and following the indications of the Hosting Organization. A hard copy of the insurance policy must be attached to this Training Project form.

Art. 5

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.

Art. 6

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 June 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 I) 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.

Art. 7

- 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.Lgs n.82/2005 and related norms.
- 3) This agreement is subject to Euro 32.00 registration tax fee pursuant art.2 c.1 of DPR n.642/1972 to be charged to the Hosting organization, except for the provisions of art.82, par.5 of D.Lgs n.117/2017 (exemption from registration tax in case hosting organization is an ONLUS)
 - 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 Euro 32.00 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 26/04/1986, at the expense of the party that requires the registration.

Date _____

Signature and stamp Promoting Organization
RECTOR
Matteo Lorito

Signature and stamp Hosting Organization
Legal Representative

ANNEX I

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: ⁽¹⁾ _____
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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.

⁽¹⁾ SPECIFY IF NOT PRESENT

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.

Date,

Signature and stamp Promoting Organization
RECTOR
Matteo Lorito

Signature and stamp Hosting Organization
Legal Rappresentative