

P O M P E I I

PARCO  
ARCHEOLOGICO  
DI POMPEI

## CURRICULAR TRAINING AGREEMENT

BETWEEN

**The School**

hereinafter "Institute" and / or "Promoter"



FREIE WALDORFSCHULE  
MEERSBURGER STR. 148  
88213 RAVENSBURG

and

**THE ARCHAEOLOGICAL PARK OF POMPEII**

hereinafter referred to as the "Park" and / or "Host organization",

### GIVEN THAT

- Pursuant to art. 4.2 of the D.G.R. 17/01/2018 n. 7763 the activation of curricular internships is reserved to the institutions in which the intern is registered or to subjects connected to it in possession of the requisites required for the activation of internships.
- The University in compliance with the principles established by Ministerial Decree No. 270 of 22 October 2004 and the guidelines established by national legislation and in particular by the provisions of the Ministerial Decree 142/98 "Regulation containing rules for the implementation of the principles and criteria referred to in article 18 of Law no. 196 and subsequent amendments, "promotes and supports curricular internship activities in favor of students enrolled in degree courses, non-medical specialization schools, masters, research doctorates and that the aforementioned legislation provides that internships are carried out on the basis of agreements stipulated between the promoters and hosts;
- the Institute Regulations for carrying out curricular internships (hereinafter Regulations) govern the internships to be carried out for students of all the Institute's degree courses;
- the internship does not constitute an employment relationship;
- trainees cannot replace workers with fixed-term contracts during peak periods of activity and cannot be used to replace the host's staff during periods of sickness, maternity or holidays or to fill roles necessary for the organization of the same;

- the internship cannot be used for types of work activities for which a training period is not necessary and / or for activities that are not consistent with the training objectives of the internship itself;
- trainees, pursuant to art. 2 paragraph 1 letter. a) of the Legislative Decree 81/08 (Consolidated Law on health and safety at work), must be understood as "workers" for the purposes and effects of the provisions of the same decree;

#### **FURTHER WHEREAS**

- the promoter possesses the requisites required by current legislation for the promotion of curricular internships aimed at facilitating professional choices;
- the host party is in compliance with the legislation referred to in Legislative Decree 81/08 (Testo Unico in materia di salute e sicurezza sui luoghi di lavoro) and subsequent amendments and with the legislation referred to in Law 68/99 (Norme per il diritto al lavoro dei disabili) and subsequent amendments;
- the host organization can accommodate trainees in a number not exceeding that required by current legislation

#### **IT IS AGREED AS FOLLOWS**

##### **ARTICLE 1 - Object of the Agreement**

This Framework Agreement regulates the relations between "the Institute" and the "host organization" concerning the activation of curricular internships, in favor of students attending high school, degree courses, specialist degrees, and equivalent equivalents of the previous systems, research doctorates, non-medical specialization schools, masters.

Pursuant to art. 18 of the law 24/6/1997 n. 196 and the specific regional regulations in force on the subject, the host organization offers its willingness to welcome students and graduates with the requisites foreseen in training and orientation internships at its facilities and operating offices for the pursuit of the educational objectives indicated in the Individual Training Project (curricular training and orientation internships).



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Pursuant to current legislation, traineeships provided for access to professional orders and / or referring to qualifying courses, and transnational traineeships are excluded from this Agreement.

#### **ARTICLE 2 – Duration**

1. The internship will be carried out within the time frame defined in the Individual Training Project. The duration of the internship is established by the provisions of the study systems or training plans. Any suspension periods do not contribute to the calculation of the overall duration of the internship.

#### **ARTICLE 3 - Individual Training Project**

1. The objectives, methods and rules for carrying out the internship are defined by the Individual Training Project which must be signed by the parties and the intern and forms an integral part of the Agreement.
2. The parties undertake to guarantee the trainee the training provided for in the Individual Training Project, including through the tutoring functions referred to in Article 2.3 of the Regional Guidelines and training in health and safety in accordance with the provisions of the following art. 7.

#### **ARTICLE 4 - The tutoring functions**

1. During the internship, the activities are monitored and checked by the tutor of the promoter and the tutor of the host organization, indicated in the Individual Training Project. Each of the parties may make justified replacements of the personnel indicated at the start, upon communication to the interested parties (trainee and promoter or host organization)
2. The tutor of the promoter is identified in compliance with the requirements indicated by the Regional Law ; elaborates, in agreement with the host tutor, the Individual Training Project and deals with the organization and monitoring of the internship and the final certificates.
3. The host tutor is appointed in compliance with the requirements indicated by the Regional Law; is responsible for the implementation of the Individual Training Project and for the

insertion and coaching of the trainee in the workplace for the entire duration of the internship, also taking care of the registration of the actual performance of the activities provided for in the Individual Training Project.

4. The evaluation and certification of the results of the activity carried out, based on the validation also carried out by the company tutor, takes place as part of the overall certification of the training course.

#### **ARTICLE 5 - Participation allowance**

1. In compliance with the provisions of article 4.2 of the regional addresses, the parties agree that no participation fee is provided.

#### **ARTICLE 6 - Commitments of the promoter**

The Institute undertakes to:

- Prepare the training project which, attached to this document, forms an integral part of it;
- If the trainee is a minor, obtain every necessary permission, of at least one of the parents or the person acting in their stead, to carry out the curricular internship;
- Ensure compliance with the contents and objectives set out in the training project;
- Identify a tutor as the organizational manager of the internship;
- Promote the good progress of the internship by monitoring the course formative;
- Notify the host of any loss of the requirements referred to in the introduction;
- to ensure that the trainee: · carries out the activities set out in the training project, following the instructions of the tutors, observing the agreed times and rules of conduct and respecting the working environment;
- Comply with the rules on hygiene, safety and health in the workplace;
- Maintain the necessary confidentiality, both during and after the internship, with regard to data, information or knowledge about the administrative procedures acquired during the internship;

Draw up, with the support of the tutor of the Institute and the tutor of the host organization, a final report on the internship experience to be sent to the University tutor for the purpose of evaluating the internship and drafting the certificate of activities and skills.

The intern can interrupt the internship at any time by giving justified written communication to the tutor of the Institute and to the tutor of the host organization.

The trainee has the right to a suspension of the traineeship due to maternity, long illness or accident, meaning that which lasts for a duration equal to or greater than one third of the traineeship. The suspension period does not contribute to the calculation of the overall duration of the internship.

#### **ARTICLE 7 - Obligations of the host organization**

The host organization undertakes to:

- Welcome trainees to their facilities at the request of the Institute for the pursuit of individual training objectives, within the numerical limits set by law;
- Designate a tutor to assist the trainee, identified among their workers possessing adequate professional skills consistent with the individual training project;
- Ensure the completion of the internship according to the provisions of the project;
- Ensure the trainee, in the start-up phase of the internship, adequate information on health and safety in the workplace pursuant to Legislative Decree 81/2008.

#### **ARTICLE 8 - Insurance guarantees**

The institute, as a promoter, undertakes to ensure that each trainee benefits from an insurance that covers all the risks that may arise from participating, as a trainee, in the activity of the host by means of an agreement with INAIL. and another company for accidents at work and through an agreement with another insurance company for civil liability that also covers any damage that they may cause to the equipment and cultural heritage. The insurance coverage must also include any activities carried out by the trainee outside the public administration, falling within the individual training project, but duly and promptly communicated to the host and authorized by the Institute.

The identification details of the insurance coverage are reported in the individual training project.

In the event of an accident during the internship, the host undertakes to report the event to the Institute within the time limits set by current legislation.

In no case can the host organization be held responsible for any damage caused to trainees during and during the traineeship.

#### **ARTICLE 9 - Security**

In order to implement the provisions of the Consolidated Law on safety at work, pursuant to Legislative Decree 9.4.2008, n. 81 integrated with Legislative Decree 3.8.2009, n. 106 ss.mm.ii it is established that the University assumes all obligations relating to the application of the rules on health and safety in the workplace towards its staff and / or hosted subjects and / or collaborators involved in any title in the activities referred to in this deed.

At the beginning of the activities, within the Park, subject of this agreement, the informed consent form will be filled in by the subjects in various capacities involved in the same (trainees) pursuant to Article 26 of Legislative Decree 81/08 and subsequent amendments and additions.

#### **ARTICLE 10 - Duration of the Agreement**

This agreement runs from the date of signing, has a duration of... ., renewable with express written communication to be made at least two months before the expiry date;

#### **ARTICLE 11 - Withdrawal**

The following cases are causes for withdrawal for each of the parties:

Behavior of the trainee such as to compromise the aims of the training project or detrimental to the rights or interests of the host;

- Non-compliance by the trainee with current legislation or safety regulations;
- Failure by the promoter to comply with the contents of the training project;
- Loss, by the Institute, of the requirements referred to in the introduction.

The withdrawal referring to the individual internship must be promptly communicated to the other party and the trainee involved by written communication.

The withdrawal referred to the Agreement must be promptly communicated to the other by written communication.

#### **ARTICLE 12 - Personal data processing**

The Parties mutually declare that they are informed (and, to the extent of reason, expressly consent) that the "personal data" provided, even verbally for the purposes of this agreement, will be processed exclusively for the purposes of the contract itself, through the operations described in the art. 4.2 of the GDPR (EU Regulation 2016/679), aware that failure to provide it may result in failure or partial execution of the contract.

Finally, the Parties declare that they are informed about the rights of the data subject referred to in Chapter III of the GDPR.

#### **ARTICLE 13 - Stamp duty**

This Agreement, drawn up by private writing not authenticated in a single copy in digital format, signed with a digital signature or qualified electronic signature pursuant to art. 15 of Law no. 241/1990,

This agreement is subject to stamp duty, if due, as well as to registration only in case of use, pursuant to art. 5 and 39 of the Presidential Decree n. 131 of 26 April 1986.

#### **ARTICLE 14 - Postponement**

For anything not provided for in this deed, the parties refer to the legislation in force on the matter.

Date.....

31.3.2022

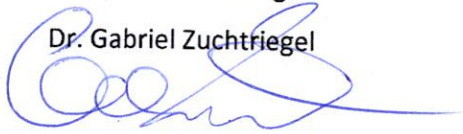
The Director of the Institute

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Pompeii Archaeological Park

Dr. Gabriel Zuchtriegel

A handwritten signature in blue ink, appearing to read 'Gabriel Zuchtriegel', written over the printed name.