

AGREEMENT FOR THE ACTIVATION OF CURRICULAR TRAINING AND ORIENTATION INTERNSHIPS

BETWEEN

Civic Museums Sector of Bologna, hereinafter referred to as the “host entity”, Tax Code/VAT No. 01232710374, Piazza Maggiore, 6 – 40124 Bologna, represented by the Director Giorgia Boldrini who acts on the basis of the mandate conferred upon her by Act of the Mayor P.G. 434163/2025 of 13 June 2025, confirmed by Act of the Mayor P.G. n.664590/2025 of 19/09/2025, in compliance with the provisions of the P.G. management decision n. _____

AND

Dickinson College – K. Robert Nilsson Center for European Studies, hereinafter referred to as the "promoting entity", Fiscal Code 80150560375, with registered office in Bologna, via Marsala 2 - 40126, email lairde@dickinson.edu represented by Ellen Renowden Laird, pursuant to the powers conferred upon her by MUR Decrees no. 944/2021 and no. 1069/2021,

hereinafter also referred to jointly as the “Parties”,

GIVEN THAT

- specifically, the curricular internship promotes the joint promotion of studies and learning activities related to cultural heritage, contributing to the student's educational growth in terms of knowledge and skills as well as the development of competencies;
- this Agreement constitutes a general reference for the activation of curricular internships at the Civic Museums Sector of Bologna, for the benefit of students enrolled at Dickinson College who participate in the international study program at the aforementioned institution’s branch in Bologna, Italy;
- the *promoting entity*, although affiliated with the international study abroad program of Dickinson College in the United States, is based in Italy and operates in full compliance with current Italian legislation;
- the Parties intend to establish a relationship of continuous and mutual collaboration in order to implement and carry out joint initiatives in the field of "quality internships";
- pursuant to Article 2, paragraph 1, letter a) of Legislative Decree 81/08, "Consolidated Law on Health and Safety at Work," interns, for the purposes and effects of the provisions of the same legislative decree, must be considered "workers." The promoting and host entities undertake to guarantee the protection measures and obligations established by current legislation, and in particular:
 - a) the *promoting entity* guarantees "general and specific training" on safety pursuant to Article 37 of Legislative Decree 81/08 "Training of workers and their representatives," as defined by the Permanent Conference Agreement for Relations between the State, the Regions, and the Autonomous Provinces No. 221/CSR

of December 21, 2011, through the provision of training to prospective trainees and the production of a final certificate;

b) the *host entity* is responsible for the obligations set forth in Article 36 (Information for Workers) of Legislative Decree 81/08, as well as for the provision of personal protective equipment (PPE) where required;

IT IS AGREED AND STIPULATED AS FOLLOWS

Art. 1 – Object

1) In compliance with the regulations mentioned above, the Civic Museums Sector of Bologna (host entity), upon proposal of Dickinson College (promoting entity), undertakes to welcome into its facilities the American students of this institute, engaged in the international studies program at the Bologna campus, so that they can complete a period of training and orientation at a Bolognese museum.

2) The training and orientation project in question does not constitute an employment relationship or professional collaboration of any kind.

3) The *host entity* is not under any obligation to hire the candidate at the end of the internship period.

4) Furthermore, no form of compensation is foreseen at the end of the internship.

5) The intern will not receive any emolument, compensation or contribution from the *host entity* during his/her experience at the institution's headquarters.

6) For each intern placed at the host organization, the *promoting entity* and the *host entity* will prepare a training and orientation plan specifying:

- the intern's name;
- the names of their respective tutors;
- the objectives, skills to be acquired, and the internship procedures;
- the facilities (locations, offices) where the internship will take place;
- the insurance policy number for accidents at work and third-party liability insurance.

7) In compliance with the provisions of the current legislation referred to in the introduction, the duration of the internship will be a minimum of two (2) months and a maximum of three (3) months in the Museums Sector, for a total of a minimum of eighty (80) hours, depending on the availability and needs of the museum departments under its jurisdiction.

Art. 2 - Duration of the Agreement

1) This agreement is valid for 3 (three) years from the date of its signing. Any amendments will be the subject of a written amendment signed by the Parties.

2) The *promoting entity* and the *host entity* retain the right to unilaterally withdraw from this Agreement, or to terminate it by mutual consent. Termination must be made with two (2) months' prior written notice, via registered mail or certified email. Interns may, however, complete any internships already underway, as indicated in the individual training projects.

Art. 3 - Obligations of the promoting entity

1) The *promoting entity* is required to comply with the provisions of current legislation. In particular, it undertakes to:

- a) directly insure the intern against injuries sustained during the internship activities, wherever they are performed, as well as with liability insurance for any damages they may inadvertently cause to third parties (persons and/or property) while carrying out the aforementioned activities. To this end, the Institute provides the relevant insurance coverage – Certificate of Liability Insurance – to be applied specifically for collaborations outside the US campus;
- b) identify and appoint a tutor responsible for organizational and educational activities, who will ensure the intern's placement at the host institution for the entire period indicated in the training and orientation project.

Art. 4 - Obligations of the host entity

1) The *host entity* is required to comply with the provisions of current legislation. In particular, it undertakes to:

- a) respect and enforce the agreed-upon training and orientation plan in all aspects;
- b) ensure that interns are provided with safety and hygiene conditions in compliance with current safety regulations, and in particular:
 - that the spaces designated for the internship and the related facilities comply with the aforementioned regulations;
 - that an adequate emergency management system has been established, and that the relevant procedures are made known to staff;
- c) in the event of an accident during the internship, report the event to the *promoting entity* within the timeframes established by current regulations;
- d) notify the *promoting entity* of any suspension or early termination of the internship.

2) The *host entity* is aware and acknowledges that:

- a) the internship does not constitute an employment relationship;
- b) the internship cannot be used for activities that do not require a training period;
- c) the internship is not used to replace fixed-term contracts during peak activity periods, to replace the organization's staff during periods of illness, maternity leave, or vacation, nor to fill roles necessary for the organization;
- d) the intern is not used for functions that do not meet the training objectives of the internship itself;
- e) it may activate a number of internships proportionate to its size, and in particular within the training processes referred to in Article 18, paragraph 1, letter a), of Law No. 196 of June 24, 1997, and within the limits indicated in Article 1, paragraph 3 of Ministerial Decree No. 142 of March 25, 1998. Specifically, the limit is one intern for organizations with no more than five permanent employees; no more than two interns at a time for institutions with between six and nineteen permanent employees; no more than ten percent of the employees at a time for organizations with more than twenty permanent employees.

Art. 5 – Tutor

- 1) The *promoting entity* will appoint a tutor responsible for the organizational and educational activities, chosen from among individuals with the appropriate professionalism, skills, and experience for the roles to be performed. This tutor will ensure the intern's placement at the host organization for the entire period indicated in the training and orientation project.
- 2) The *host entity* appoints a tutor for each intern, responsible for the introductory and on-the-job support throughout the project period. The tutor will be chosen from among its permanent employees with experience and skills consistent with the internship activity envisioned in the training project, and their names are indicated in the training project itself. The host entity's tutor is required to perform the duties required by national legislation. In the event of a prolonged absence of the tutor, the host entity is required to identify a replacement with similar qualifications to the replaced tutor.

Art. 6 - Obligations and rights of the trainee

- 1) During the internship, the intern is required to comply with the provisions of current legislation.
- 2) The intern enjoys equal treatment with workers in the workplace where the internship period takes place with regard to the services offered by the *host entity* to its employees, with the exception of those relating to the economic sphere of the employment relationship (salary, allowances, missions, meal vouchers, etc.).
- 3) Any periods of mandatory maternity leave will not be taken into account when calculating the duration of the internship. Likewise, periods of illness or serious impediments documented by the intern that made it impossible to complete the internship will not be taken into account.
- 4) The intern may interrupt the internship at any time by giving written notice to his/her supervisor and to the supervisor of the teaching and organizational activities.

Art. 7 - Processing of personal data

Finally, the Parties declare that they are informed of the rights established by Legislative Decree 196/2003 and mutually undertake to process and store the personal data collected during the performance of the activities related to this agreement in compliance with the measures and obligations imposed by EU Regulation 2016/679 and Legislative Decree 196/2003 and subsequent amendments.

Art. 8 – Disputes

For all disputes arising in connection with this agreement that cannot be resolved amicably, the Court of Bologna shall have exclusive jurisdiction.

Art. 9 - Stamp duty

- 1) This agreement is subject to stamp duty (Article 2, paragraph 1, Presidential Decree No. 642 of October 26, 1972), except for the exemptions provided by law.
- 2) The tax is paid by the *promoting entity*, unless otherwise provided by law.

3) The stamp duty may be paid virtually with authorization from the Revenue Agency at the competent local offices, for which the necessary references will be requested.

Art. 10 – Postponement

For all matters not covered by this Agreement, the Parties shall refer to the applicable legislation.

This Agreement, drawn up in English and Italian, is signed by the interested Parties, to whom a duly signed copy will be sent. Each language is equally authentic.

Bologna,

For Dickinson College

Ellen Renowden Laird

For Civic Museums Sector of Bologna

The Director

Giorgia Boldrini