

CONVENZIONE DI PCTO
nella modalità di Tirocinio curricolare
TRA ISTITUZIONE SCOLASTICA E SOGGETTO OSPITANTE
(ai sensi della DGR 17 gennaio 2018, n. 7763 e del DDG 7 maggio 2018, n. 6286)

BETWEEN

The secondary school of second grade DON BOSCO VILLAGE – FONDAZIONE ATTILIO GIORDANI

hereinafter referred to as "the promoting entity", with headquarters in MILANO – VIA MAC
MAHON,92 tax code 03046340166

represented by the Headmaster CIGOGNANI STEFANO

born in MILANO on 05/04/1969

tax code CGGSFN69D05F205H

in its capacity as a school institution operating for formative and orientation experiences aimed at
the acquisition of specific learning objectives of the path as well as the development of transversal
skills and for orientation.

AND

The Institution/Company

hereinafter referred to as "the hosting entity", with registered office in

tax code/VAT no. _____

represented by

born in _____ on

tax code _____

GIVEN THAT

- The Regional Council of Lombardy, with Resolution No. 825 dated 25/10/2013, approved the "New regional guidelines on internships" (hereinafter referred to as "Regional Guidelines"), pursuant to which it is possible to carry out curricular internships that do not constitute employment relationships.

- In accordance with Legislative Decree 77/05, article 1, these paths constitute a method of implementing courses in the second cycle of the education and training system, to ensure that young people acquire skills that are applicable in the job market.
- In accordance with Law No. 107 of July 13, 2015, Article 1, paragraphs 33-43, the examined paths are organically **integrated** into the Triennial Plan of the Educational Offer of the educational institution as an integral part of the educational pathways.
- The Law of December 30, 2018, No. 145, "Forecast Budget of the State for the financial year 2019 and multi-year budget for the three-year period 2019-2021" (2019 Budget Law), has provided for the renaming of the school-work alternation paths referred to in Legislative Decree April 15, 2005, No. 77, as "Paths for cross-cutting skills and guidance" - **PCTO**.
- During the Paths for Cross-Cutting Skills and Guidance (**PCTO**), students are subject to the provisions of Legislative Decree April 9, 2008, No. 81, and subsequent amendments and additions. The same Legislative Decree 81/2008 mandates the obligation of health surveillance only in cases of actual exposure to occupational risk as defined by the Document on Evaluation of Risks (DVR).
- Students, educational institutions, and host organizations are subject, during the paths, to the implementation of what is provided for in the Memorandum of Understanding signed on May 26, 2022, by the Ministry of Education, Ministry of Labor and Social Policies, National Labor Inspectorate, and the National Institute for Insurance against Accidents at Work (**INAIL**).
- The obligation of the medical examination required for minors does not apply to the "interning adolescent" and the "underage student," except for tasks involving risk [Ministry of Labor and Social Policies inquiry No. 1/2013 dated May 2, 2013].
- The Decree-Law of May 4, 2023, No. 48, converted with amendments by Law of July 3, 2023, No. 85, in Article 17, highlights in particular that:
 - the design of paths for cross-cutting skills and guidance must be consistent with the Triennial Plan of Educational Offer and with the cultural, educational, and professional profile upon completion of the individual study programs offered by educational institutions.
 - companies registered in the national register for work alternation integrate their risk assessment document with a specific section indicating the specific risk prevention measures and individual protection devices to be adopted for students in paths for cross-cutting skills and guidance. The integration into the risk assessment document is provided to the educational institution and is attached to this Agreement.

IT IS AGREED AS FOLLOWS:

ARTICLE 1

DEFINITION OF THE INTERNSHIP

1. The hosting entity, upon the proposal of the promoting entity, commits to welcoming, at its operational site(s), trainees hereinafter referred to as "interns," for the completion of a Paths for Cross-Cutting Skills and Guidance (**PCTO**) aimed exclusively at achieving the training objectives indicated in the Individual Training Plan, as per the subsequent Article 2. The trainees must, therefore, be involved in activities consistent with the training objectives and cross-cutting skills pursued, functional to the profile upon completion of the attended course, and never engaged in any capacity in tasks involving risk.
2. The acceptance of the student(s) for periods of learning in a work environment does not constitute an employment relationship.
3. For the purposes and effects of the provisions of Legislative Decree 81/2008, the student in the activities of the Paths for Cross-Cutting Skills and Guidance (**PCTO**) is equated to the worker, pursuant to Article 2, paragraph 1, letter a) of the aforementioned decree.

4. The internship will be carried out within the time frame defined in the Individual Training Plan (**PFI**).
5. The above-defined duration may be extended upon agreement between the parties and the intern, while all obligations defined in this Agreement and in the Individual Training Plan remain in force.
6. The acceptance of underage students for learning periods in a work context does not confer upon them the status of "minor worker" as defined by Law 977/67 and subsequent amendments.

ARTICLE 2

INDIVIDUAL TRAINING PLAN

1. For each student placed in the hosting structure under this Agreement, a personalized path is designed, consistent with the educational, cultural, and professional profile of the study program.
2. The objectives, methods, and rules of the personalized path are defined in the Individual Training Plan (**PFI**), which must be signed by the tutors of both parties, the intern, and the parent in the case of a minor intern. The **PFI** is an integral part of this agreement.
3. The parties undertake to ensure that the intern receives the training outlined in the Individual Training Plan, also through the mentoring functions mentioned in the following Article 3, particularly in terms of health and safety training as stipulated in the subsequent Article 6.
4. The ownership of the path, training design, evaluation, and certification of acquired skills lies with the educational institution.

ARTICLE 3

THE FUNCTIONS OF TUTORING

1. During the internship, activities are supervised and verified by the tutor of the promoting entity and the tutor of the hosting entity, as indicated in the Individual Training Plan. Each party may make justified substitutions of the personnel initially indicated, with prior communication to the other parties.
2. The tutor of the promoting entity collaborates in drafting the training plan, oversees the organization and monitoring of the internship, and manages the relationships with the class council.
3. The tutor of the hosting entity is appointed in accordance with the requirements specified by the Regional Guidelines; they are responsible for the integration and support of the intern in the workplace throughout the duration of the internship, the implementation of the individual training plan, and the completion of the documentation related to the internship as required by the promoting entity (registers, etc.).
4. The Individual Training Plan describes the specific tasks of the tutors.

ARTICLE 4

RIGHTS AND OBLIGATIONS OF THE INTERN

1. The parties agree that:
 - a. Each intern, during the internship, is required to carry out the activities outlined in the individual training plan, as agreed upon with the tutors of the promoting entity and the hosting entity, observing the agreed-upon schedules, respecting the work environment, and coordinating the internship activities with the employer's needs.
 - b. Each intern must perform tasks consistent with the skills to be developed as indicated in the Individual Training Plan, both cross-cutting and specific to the field of study, and in any case, these tasks should not fall within those considered at-risk according to national regulations.
 - c. Each intern must comply with the regulations regarding hygiene, health, and safety in the workplace, based on what they have learned during the training provided by the promoting

entity in accordance with Legislative Decree 81/2008, the State-Regions Agreement of 21.12.2011, and any specific territorial agreements.

- d. Each intern must be guaranteed by the hosting entity conditions that lead to the containment of the risk [for example, the use of Personal Protective Equipment (PPE) when necessary, prohibition of access to dangerous places or facilities, adoption of hygiene measures such as standard measures for biological risk, prohibition of assignment to night work, etc.].
- e. Each intern must comply with confidentiality obligations regarding data, information, and knowledge related to administrative procedures and organizational processes acquired during the internship.
- f. At the end of each internship, the promoting entity provides the intern with the certificates required by the educational institution.

ARTICLE 5

INSURANCE GUARANTEES AND MANDATORY COMMUNICATIONS

1. The intern is insured:

- a. At the National Institute for Insurance against Workplace Accidents (INAIL) and occupational diseases on behalf of the State, pursuant to Presidential Decree No. 1124/65, articles 127 and 190 supplemented by Article 18 of the Decree-Law of May 4, 2023, No. 48, converted with amendments by Law of July 3, 2023, No. 85.
- b. At a suitable insurance company for third-party liability.
- c. Insurance coverage also extends to activities possibly carried out by the intern outside the operational site of the hosting entity, IF INCLUDED in the individual training plan.

ARTICLE 6

MEASURES REGARDING THE PROTECTION OF HEALTH AND SAFETY IN THE WORKPLACE

1. For the purpose of applying Article 18 of Legislative Decree 81/2008

- a. The promoting entity undertakes the following obligations:
 - i. Consider the capabilities and conditions of the hosting structure, in relation to the health and safety of the students involved in internship/PCTO activities.
 - ii. Informing/training the student on rules related to hygiene, safety, and health in the workplace, with particular emphasis on the obligations of the student as provided in Article 20 of Legislative Decree 81/2008.
- b. The hosting entity undertakes to:
 - i. Adhering to occupational safety and hygiene regulations.
 - ii. Ensuring, through the hosting entity's tutor, the assistance and training necessary for the student(s) involved in the program in terms of health and safety in the workplace,

specifically related to the context, and providing additional training and assistance beyond what has already been provided by the promoting entity.

- iii. Timely inform the promoting entity of any incident that occurs to the student.
- iv. Identifying the external tutor as an individual who is competent and adequately trained in occupational health and safety, or who relies on appropriate expertise in the field (e.g., RSPP - Responsible for Prevention and Protection Services).

2. Given that, according to Article 2, paragraph 1, letter a) of Legislative Decree 81/2008, "Consolidated Text on Health and Safety at Work," the intern, for the purposes and effects of the provisions of the same legislative decree, must be considered as a "worker," the parties undertake to take on the protective measures and obligations established by the regulations as follows:

- a. "Training of workers and their representatives" as provided for in Article 37 of Legislative Decree 81/2008, as defined by the Agreement in the Permanent Conference for relations between the State, Regions, and Autonomous Provinces No. 221/CSR of 21.12.2011.
- b. General training: provided at the expense of the promoting entity for a total of 4 hours.
- c. Specific training: provided at the expense of the promoting entity for a minimum of 8 hours.
- d. "Health surveillance" as per Article 41 of Legislative Decree 81/2008, if required, based on the company's Risk Assessment Document.¹
- e. "Information to workers" in accordance with Article 36 of Legislative Decree 81/2008, the responsibility of the hosting entity as the information is closely related:
 - o To the organization of the company's SPP (**Servizio di Prevenzione e Protezione**), including assigning special tasks (first aid and fire prevention) to internal employees of the company.
 - o To the inherent corporate risk.
- d. "Integration with the Risk Assessment Document" with a dedicated section indicating specific risk prevention measures and Personal Protective Equipment (PPE) to be adopted for students in **PCTO**, attached to this Agreement (Article 17 of Law July 3, 2023, of Decree-Law May 4, 2023, No. 48, No. 85 of conversion). If the hosting entity is not required by national regulations to draft a Risk Assessment Document (DVR), it must, in any case, compile a substitute document containing the information required by Article 784 **quater** of Law 145/2018 as amended by Law No. 85/2023, to be attached to this agreement.

ARTICLE 7

DURATION OF THE AGREEMENT AND WITHDRAWAL OF THE PARTIES.

- 1. This agreement is valid _____ from the date of signature.
- 2. Each of the signing parties can withdraw from the agreement only for the following reasons:
 - a. in the case of the intern's behavior that undermines the purposes of their individual training plan.
 - b. If the hosting entity does not adhere to the contents of the individual training plan or does not allow the effective completion of the intern's training experience;
 - c. [Specify any other serious reasons mutually identified by the parties].

¹ Indicate who, between the promoting entity and the hosting entity, is responsible for it

3. The termination must be communicated in writing to both parties and to the trainee, and will take effect the day after receipt of the communication.

Aware of the criminal penalties, in the case of false statements, forgery or use of false documents, referred to in Article 76 of the D.P.R. 28/12/2000 no. 445 on Administrative Documentation, the promoting entity and the hosting entity declare, to the extent of their competence and under their own responsibility, that they comply with the requirements, constraints and obligations provided for in the national legislation cited in the preamble.

Place _____, date _____

The promoting entity	<i>[insert name]</i>	<i>[signature]</i>
The hosting entity	<i>(Insert name)</i>	<i>Signature</i>