

## **DELIBERA DEL DIRETTORE GENERALE**

**282 / 2024 del 19/06/2024**

**Oggetto: CONVENZIONE TRA L'AGENZIA REGIONALE EMERGENZA URGENZA (AREU) E DONATION & TRANSPLANTATION INSTITUTE (DTI) AVENTE AD OGGETTO LA REALIZZAZIONE DI ATTIVITÀ FORMATIVE DEL MASTER INTERNAZIONALE IN DONAZIONE E TRAPIANTO DI ORGANI, TESSUTI E CELLULE E IL CONNESSO PROGRAMMA FORMATIVO**

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vista la seguente proposta di deliberazione avanzata dal Direttore della Struttura Complessa Affari Generali e Legali

#### **IL DIRETTORE GENERALE**

**PREMESSO** che l'Agenzia Regionale Emergenza Urgenza (AREU) è un Ente del S.S.R. disciplinato dall'art. 16 L.R. 30.12.2009 n. 33 e s.m.i. e attivato dalla DGR n. 2701/2019 e dalla DGR n. 4078/2020;

**VISTA** la deliberazione dell'Agenzia n. 1/2024 "PRESA D'ATTO DELLA D.G.R. N. XII/1650 DEL 21/12/2023 DETERMINAZIONI IN ORDINE ALLA DIREZIONE DELL'AGENZIA REGIONALE EMERGENZA URGENZA (AREU) – (DI CONCERTO CON L'ASSESSORE BERTOLASO)" di nomina del Dott. Massimo Lombardo a Direttore Generale dell'Agenzia Regionale Emergenza Urgenza (AREU);

**DATO ATTO** che AREU, ai sensi degli artt. 16 e 43 della L.R. 33/2009, opera in stretta relazione funzionale con il Centro Regionale Trapianti, assicurando il coordinamento logistico delle attività di prelievo e di trapianto di organi e tessuti;

**PRESO ATTO** che il Donation & Transplantation Institute (DTI) offre un programma formativo specifico accreditato all'Università di Barcellona che raccoglie gli sforzi finora compiuti da organizzazioni nazionali e internazionali del settore. Si avvale della creazione del quadro europeo avanzato di formazione, l'uso di internet e gli accordi di collaborazione con diversi paesi di Europa e USA;

**CONSIDERATO** che Il DTI – con nota agli atti della struttura competente - ha chiesto di avviare una collaborazione con AREU a livello scientifico e organizzativo per la realizzazione di attività formative del Master tenendo conto del ruolo e delle funzioni da essa svolte;

**DATO ATTO** che AREU, in linea con la sua missione, ha interesse a collaborare per la valorizzazione e la promozione della formazione scientifica e la diffusione della cultura nei settori nazionali e internazionali, considerando l'alto valore della formazione di figure professionali che si combinano per le conoscenze e le competenze multidisciplinari nel campo delle questioni relative alle attività di donazione e trapianto;

**TENUTO CONTO** dell'art. 15 della Legge 7 agosto 1990 n. 241, il quale prevede la possibilità per le amministrazioni pubbliche di concludere tra loro accordi per disciplinare lo svolgimento in collaborazione di attività di interesse comune;

**RICHIAMATE** le seguenti disposizioni:

- l'art. 2, comma 2, del D.M. del 25 marzo 1998, n. 142. "I tirocini possono essere promossi anche da istituzioni formative private, non aventi scopo di lucro, diverse

da quelle indicate in precedenza, sulla base di una specifica autorizzazione, fatta salva la possibilità di revoca, della regione"

- l'art. 8, comma 1, del D.M. del 25 marzo 1998, n. 142. "Le presenti disposizioni sono estese ai cittadini comunitari che effettuino esperienze professionali in Italia, anche nell'ambito di programmi comunitari, in quanto compatibili con la regolamentazione degli stessi, nonché ai cittadini extracomunitari secondo principi di reciprocità e criteri e modalità da definire mediante decreto del Ministro del lavoro e della previdenza sociale, di concerto con il Ministro dell'interno, il Ministro della pubblica istruzione e il Ministro dell'università e della ricerca scientifica e tecnologica";

**VISTE**, altresì, le successive note trasmesse da AREU e dall'Università, al fine di concordare un testo unico e condiviso tra le parti, agli atti della struttura proponente;

**CONSIDERATO** che, alla luce delle premesse illustrate, AREU e il DTI intendono avviare, una collaborazione volta a realizzare attività formative del Master Internazionale in Donazione e Trapianto di Organi, Tessuti e Cellule;

**CONSIDERATO** altresì che il DTI ha espresso parere favorevole per la stipula del testo di convenzione proposto da AREU avente ad oggetto realizzazione di attività formative del Master Internazionale in Donazione e Trapianto di Organi, Tessuti e Cellule;

**DATO ATTO** che l'accordo ha una durata di cinque (5) anni e decorre dalla data di sottoscrizione di entrambe le parti con esclusione del tacito rinnovo;

**CONSIDERATO** che gli obiettivi, le modalità e le regole di svolgimento del tirocinio sono definiti dal Progetto Formativo che deve essere sottoscritto quale parte integrante e sostanziale della convenzione stessa;

**DATO ULTERIORMENTE ATTO** che dalla presente collaborazione DTI si impegna a riconoscere ad AREU il rimborso delle spese sostenute per l'utilizzo degli spazi, dei materiali, delle attrezzature e per l'attività formativa, pari a 200 euro/ settimana per ogni stagista;

**PRESO ATTO** che il Proponente il procedimento attesta la completezza, la regolarità tecnica e la legittimità del presente provvedimento;

**ACQUISITI** i pareri favorevoli del Direttore Amministrativo e del Direttore Sanitario, resi per quanto di specifica competenza ai sensi dell'art. 3 del D.Lgs. n. 502/1992 e s.m.i.;

### **DELIBERA**

Per tutti i motivi in premessa indicati e integralmente richiamati:

1. di approvare, autorizzandone la sottoscrizione, la convenzione tra AREU e DTI avente ad oggetto la realizzazione di attività formative del Master Internazionale in Donazione e Trapianto di Organi, Tessuti e Cellule e il connesso Programma Formativo, allegato quale parte integrante e sostanziale del presente provvedimento;
2. di prendere atto che l'accordo ha una durata di cinque (5) anni e decorre dalla

data di sottoscrizione di entrambe le parti con esclusione del tacito rinnovo;

3. di stabilire che dalla presente collaborazione DTI si impegna a riconoscere ad AREU il rimborso delle spese sostenute per l'utilizzo degli spazi, dei materiali, delle attrezzature e per l'attività formativa, pari a 200 euro/ settimana (IVA inclusa) per ogni stagista, i quali verranno contabilizzati nel Bilancio di esercizio degli anni 2024,2025,2026,2027,2028,2029, sul conto n. 30103120 (Ricavi per formazione a Privati) della contabilità dell'Agenzia;
4. di dare atto che, ai sensi della L. n. 241/1990, responsabile del presente procedimento è la Dott.ssa Domenica De Giorgio, Dirigente della S.C. Affari Generali e Legali;
5. di disporre che vengano rispettate tutte le prescrizioni inerenti alla pubblicazione sul portale web dell'Agenzia di tutte le informazioni e i documenti richiesti e necessari ai sensi del D.Lgs. n. 33/2013 e s.m.i., c.d. Amministrazione Trasparente;
6. di disporre la pubblicazione del presente provvedimento all'Albo Pretorio on line dell'Agenzia, dando atto che lo stesso è immediatamente esecutivo (ex art. 32 comma 5 L. n. 69/2009 s.m.i. e art. 17 comma 6 L.R. n. 33/2009).

La presente delibera è sottoscritta digitalmente, ai sensi dell'art. 21 D.Lgs. n. 82/2005 e s.m.i., da:

Il Direttore Amministrativo Andrea Albonico

Il Direttore Sanitario Gabriele Mario Perotti

Il Direttore Generale Massimo Lombardo

## AGREEMENT

**BETWEEN**

Atto sottoscritto con firma digitale ai sensi e per gli effetti dell'articolo 15, comma 2-bis della Legge n. 241/1990.

The **Agenzia Regionale Emergenza Urgenza** (hereinafter referred to as "AREU"), established in Italy – Milan, Viale Monza n. 223 – 20124, legal registration number 11513540960, represented by its General Director Dott. Massimo Lombardo.

Imposta di bollo pari a € 45,00.  
Assolta virtualmente ai sensi  
dell'art. 15 del DPR 26/10/72 n.  
642.  
Autorizzazione AREU - Agenzia  
delle Entrate n.  
AGEDP2MI | REGISTRO  
UFFICIALE | 4352 | 11-01-2021

**And**

**DTI Foundation - Donation & Transplantation Institute**, (hereinafter referred to as DTI) established in Spain – Barcelona, C/Baldiri Reixac, 4-8 Torre I. Planta 8 – 08028, legal registration number, represented by Mr. Francesc d'Assís Martí Tarruell, as legal representative.

**WHEREAS**

- The health system and the university system have always been reciprocally linked for the purposes of the necessary integration of care, teaching and research activities;
- the DTI has asked to start a collaboration with AREU at a scientific and organizational level for the realization of formative activities of the Master considering the role and functions carried out by it - according to regional guidelines - on planning and control, ensuring the essential levels of assistance in matters of transfusion activities, transport of organs and tissues for transplantation provided for by Regional Law No. 33 30/12/2009;
- AREU, in keeping with its mission, has an interest in collaborating for the enhancement and promotion of scientific training and dissemination of culture in national and international sectors, having regard to the high

value of the training of professional figures who combine multidisciplinary knowledge and skills in the field of issues related to donation and transplantation activities.

- "The International Master in Donation and Transplantation of Organs, Tissues and Cells" is a specific Master of Barcelona University that gathers the efforts made up to now carried out by national and international organizations in this field. It takes advantage of the creation of the advanced European training framework, the use of the internet, and collaboration agreements with several countries from Europe and USA;
- This agreement establishes and defines the collaboration between AREU and DTI for the realization of training activities of the International Master In Donation And Transplantation Of Organs, Tissues And Cells as established by the following articles

Pursuant to the provisions of:

- Art. 2, paragraph 2 of D.M. of 25 March 1998, n. 142: traineeships may also be promoted by non-profit private educational institutions based on a specific authorization of the region subject to the possibility of withdrawal;
- Art. 8, paragraph 1 of D.M. of 25 March 1998, n. 142: "these provisions shall be extended to Community nationals who have professional experience in Italy, including in the framework of Community programmes, insofar as they are compatible with the regulation of such programmes, as well as to non-EU nationals according to reciprocity principles and criteria and procedures to be defined by the decree of the Minister for Labour and Social Security, in agreement with the Minister for the Interior, the Minister for Education and the Minister for Universities and Scientific and

Technological Research".

THE FOLLOWING IS AGREED AND STIPULATED

### **Article 1**

(Preamble)

The above preliminary remarks are an integral part of the present agreement.

### **Article 2**

(Object)

The present agreement regulates the collaboration between AREU and DTI for the realization of training activities of the International Master in Donation and Transplantation Of Organs, Tissues and Cells. The list of activities will be annexed to this Agreement

### **Article 3**

(Facilities provided by AREU)

AREU, as a regional agency, makes available free of charge to students of the International Master in Organ Donation and Transplantation, Tissues and Cells, for their educational needs the resources connected to the services coordinated and managed pursuant to art. 16 L. 33/2009, for the performance of teaching activities complementary to the university.

### **Article 4**

(Proceedings of the Master's student activities)

AREU with this agreement is committed to welcoming the students of the master.

Timing and methods of the training activities must be previously agreed between DTI and AREU (Health Department and the Manager in charge of the structure where the training is carried out), based on the personal training

program.

DTI announces to AREU the list of names of students with the relevant data personal data and the period of attendance, within 45 days before the beginning of the activities, at the following email address: protocollo@pec.areu.lombardia.it.

The activities and interventions are illustrated and certified, countersigned by the doctor of the Master, on a special personal training booklet, by the operating tutor and DTI.

The activities carried out by the doctor of the Master are included in the activity plans of the structure in which the training takes place.

#### **Article 5**

(Student activities)

The students of the master will carry out a series of experiences of observation of the activity carried out by the operators as provided for in the Training Programme annexed to this Convention; in particular, they will participate in the daily activities of the Coordination Hospital of Procurement (COP), they will visit the Consolle Regionale Trasporto Organi (CReTO) and the room operating of the Nord Italian Transplant Program (Nitp) near the Italy North Transplant and the Coordination Hospital of Procurement of the ASST/IRCCS that operate in the regional net.

#### **Article 6**

(Services provided by AREU)

AREU, during periods of student stay, guarantees the possibility of using all the necessary facilities and the possibility for training purposes to access the data of the same as employees.

AREU also allows the possibility of use by the Master's doctors of their clinical case studies for the compilation of specialty theses.

Doctors in training use uniforms provided by AREU and must wear, in a visible manner, a special personal identification card, issued by DTI.

### **Article 7**

(Economical condition)

DTI undertakes to recognize to AREU the reimbursement of the costs incurred for the use of the spaces and materials/equipment and materials/equipment and for the training activity, equal to 200 euros/ week for each student.

After the internship, to recognize the activity carried out, each tutor must prepare a brief report on the activities carried out, counting the effective (actual) time; the report must be signed by the student.

The DTI will include the report containing the payment authorization visa which it undertakes to send to AREU at the following e-mail address: \_\_\_\_\_.

AREU will issue an invoice to the DTI every six months.

The DTI undertakes to pay the amount indicated in the previous paragraph upon receipt of the tax document (invoice/note) issued by AREU.

Data for invoicing of DTI:

Details of the AREU's bank account:

Bank: Intesa San Paolo S.P.A.

Agency: Tesoreria Regione Lombardia – Via Luigi Galvani, 27 – 20124 Milano

Account number: 100000046009

Registered to: AGENZIA REGIONALE EMERGENZA URGENZA

IBAN code: IT 81 J 0306909790 100000046009

### **Article 8**

(Procedure for the submission of applications)

At the time of submission of the application for the internship, the student must send an email to [affari.generalilegali@areu.lombardia.it](mailto:affari.generalilegali@areu.lombardia.it), attaching the following documents to the email:

- a copy of a valid identity document;
- curriculum vitae of the applicant;
- copies of insurance policies;

AREU, after receiving the student's application, sends the FORM n. 183 which must be returned by the student concerned, completed and signed.

AREU after checking the compliance of the required documentation will send a confirmation email to the student with the tutor assigned to him.

**Article 9**

(Duration of the agreement)

This Agreement has a duration of five (5) years and is effective from the date of subscription and does not provide for tacit renewal.

Each contracting party may terminate the contract by giving 30 days' advance notice.

This Convention may be renewed by means of an exchange of correspondence between the Parties, to be finalized within 30 (thirty) days before its expiry.

**Article 10**

(Disputes)

The parties shall attempt to resolve all disputes through informal means. This may include mediation, arbitration, or any other procedures upon which the parties agree. Each party agrees that, before resorting to litigation to resolve

the dispute, which may include the following. All divergences in the interpretation or execution of this agreement, if not resolved by the parties, will be referred to the judicial authority, electing for this purpose the exclusive jurisdiction of the Court of Milan.

## **Article 11**

### (Privacy)

The parties undertake to process the personal data emerging from the obligations referred to in this agreement only for the purposes related to the execution of this agreement.

The processing of personal data will take place in compliance with the provisions of Regulation 679/2016/EU, Legislative Decree. 196/2003 as amended by Legislative Decree 101/2018 and the provisions of the Italian Personal Data Protection Authority.

Each party acts as an independent Data Controller for the obligations within its competence with particular reference to the relationships in terms of data protection existing between the two structures and the operational methods of managing the various treatments.

Regarding the processing operations, the parties guarantee that they will be carried out by individuals authorized and trained to perform these tasks, duly appointed as data processors or subjects authorized for the processing activities, and by means equipped with security measures aimed at guaranteeing the confidentiality of the data subjects to whom the data refer, and to avoid undue access to third parties or unauthorized personnel.

In carrying out the activities assigned to the master's students, AREU, as the Data Controller, will authorize them to process personal data and special

categories of personal data that they become aware of in carrying out the training activities, appointing them as as data processors or subjects authorized for the processing activities.

## **Article 12**

(Code of conduct)

By signing this Agreement, the Parties undertake to respect each other's Corruption Prevention Plan contained in the PIAO and Code of Conduct (all visible and accessible, if adopted, on their respective websites), the requirements of which form an integral part of the obligations of this Convention, also being relevant for the resolution of the relationship

## **Article 13**

(Insurance coverage)

The DTI provides insurance coverage for third parties for students of the Master. The Agency insures master's doctors against occupational accidents at the National Institute for Insurance against Accidents at Work with insurance companies operating in the sector, for all the risks that may arise from participating, as a trainee, in the activities of the Host Entity, including any activities carried out by the student outside the operational headquarters of AREU and falling within the Training Project.

In the event of an accident during the course, the host entity undertakes to report the event, within the time allowed by current legislation, to the insurance institutions and, simultaneously, to the promoter.

## **Article 14**

(Safety and health of workers at the workplace)

The participants of the master are healthcare professionals, or other science-related professionals, working or willing to work in the development of coordination and organization programs in national or local areas, in organ,

tissue and cells donation and transplantation.

There are thus conditions for applying Article 2, paragraph 1 letter a) del D.Lgs.

81/2008 to the master's students; in fact, this regulation may be used to govern

master's students for the activities that they carry out at the facilities made available by AREU.

AREU guarantees the general and specific measures for the protection of the health of students in training, as well as the further obligations that current legislation on prevention, safety and health protection places on the affiliated body, for the activities carried out in the premises and AREU spaces.

The following obligations burden to AREU:

- the obligations referred to in art. 10 (Information for workers) and art. 12 (Training of workers and their representatives) Council Directive 89/391/EEC of 12 June 1989;
- where provision is made for the provision of personal protective equipment in the light of possible general risks to which they may be exposed in the course of the activity.

Doctors in specialist training are required to comply with the relevant provisions and regulations issued by AREU, where applicable.

AREU is required to guarantee the adoption of therapeutic and prophylactic measures, as well as other obligations arising in the event of an.

In order to guarantee the correct and best application of the legislation on worker health and safety, AREU and the University, through their respective prevention and protection services, may stipulate specific agreements and procedures on the matter.

AREU is responsible for the safety of the workplace, within the terms established by current provisions on the matter.

## Article 15

(Registration of the contract and costs)

This Convention, drawn up in a single copy if signed with digital signature pursuant to art. 15 c. 2-bis of the law 7 August 1990, n. 241, is subject to registration only in case of use pursuant to art. 5, first paragraph D.P.R. 131 of 26/4/1986 and art. 4, Tariff Part Two attached to the same decree.

All related costs, including the stamp, are borne by AREU.

For DTI:

Managing Director Dott.Francesc Marti (digitally signed)

For AREU:

General Director Dott. Massimo Lombardo(digitally signed)

## **EDUCATIONAL PROGRAM**

The doctors enrolled in the Master will be able to carry out the activity of formation near Coordination Hospital of Procurement (COP), will visit the Consolle Regionale Transport Organs of AREU (creto) and the operating room of the Italian North Transplant Program (Nitp) at Northern Italy Transplant and the Hospital Procurement Coordination of the ASST/IRCCS operating in the regional network.

They will visit the Regional Console Transport Organs of AREU (creto) and the operating room of SC Transplants Lombardy Nitp.

The function of tutoring to favor of the nurses and the doctors will be guaranteed by the Regional Coordination of Procurement of organs and tissues and from doctors and nurses of the COP dependent of the ASST/IRCCS that operate in convention with AREU

Their activity will be an exclusive activity of Observer, without taking part directly in the clinical and organizational processes related to donation.

The same will be structured as follows:

- frequency of CRPO Headquarters;
- observation of one or more days of the activity of the CRPO doctor/nurse on duty in support of donation processes;
- tour of the Creto, inside the SOREU Metropolitana;
- visit and frequency of the operations centre of SC Trapianti Lombardia Nitp;
- visit and activity of observation of one or more hospital coordination of procurement of first and second level, in particular in presence of processes of donation to firm heart or particular.