



## CONTRACT FOR SELF-EMPLOYMENT ON A CASUAL BASIS

Signed on \_\_\_\_\_ (date) by and between

The University of Trento, with registered offices at 12 Via Belenzani, Trento, tax and VAT code number 00340520220, represented by Dr. \_\_\_\_\_ place of birth \_\_\_\_\_ date of birth \_\_\_\_\_, domiciled for these purposes at (address) \_\_\_\_\_, acting in his/her capacity as \_\_\_\_\_ (hereinafter also referred to in short as “the University”)

- of the first part -

and

Dr \_\_\_\_\_ place of birth \_\_\_\_\_ date of birth \_\_\_\_\_ tax  
code: \_\_\_\_\_, resident in \_\_\_\_\_ (address)

- of the second  
part -

The University and Dr \_\_\_\_\_, also referred to jointly as “the Parties”,

### WHEREAS

- A) (if applicable) \_\_\_\_\_ (insert the name of the Community or other organ/entity in relation to which the need arises for recourse to a self-employed contractor on an occasional basis) within the ambit of its own activity, namely \_\_\_\_\_, supports a project for \_\_\_\_\_ (hereinafter also referred to in short as “the Project”);
- B) (if applicable) The University, within the ambit of this Project, has made the following fund available: \_\_\_\_\_ (identify the fund), upon which the costs pertaining to the project may be drawn (hereafter also referred to in short as “the Fund”);
- C) The University, solely for the purposes of achieving the result set out under “Subject-matter” in Clause 2, requires the services of a highly qualified individual, with proven specialised skills;
- D) The University, as set out in the statement of Dr \_\_\_\_\_, the Head of the \_\_\_\_\_ Directorate, dated \_\_\_\_\_, having previously excluded any real possibility of utilizing the human resources available within its own organisation to carry out the relevant activity which is the subject-matter of this contract, has selected Dr \_\_\_\_\_ (This clause may be omitted where reference is made to activity arising out of a research programme under article 51(6) of Act no. 449/197);
- E) Following the application made on \_\_\_\_\_ (date) by \_\_\_\_\_ and the comparative selection procedure under Provision no. \_\_\_\_\_ of \_\_\_\_\_, Dr \_\_\_\_\_ has been selected (This clause may be omitted where a comparative procedure is not contemplated, for services which are episodic and the remuneration envisaged is modest – Circular no. 2 of 11 March 2008, Presidency of the Council of Ministers, Department of Public Administration, adopted by the University by note of the General Director, protocol 6740 of 21 April 2008).



Having regard to the foregoing, the Parties

## AGREE AND CONTRACT AS FOLLOWS:

### 1. Recital and Annexes

The above recital (hereinafter “the **Recital**”) and the annexes (hereinafter “the **Annexes**”) are an integral and substantive part of this contract for services (It: *contratto d’opera occasionale*) (hereinafter also referred to in short as “the **contract**”).

### 2. Subject-matter

- 2.1 The University appoints and Dr \_\_\_\_\_ hereby accepts such appointment for the performance of activity, namely services, the sole object of which is the following: \_\_\_\_\_ (hereinafter referred to in short as “the **appointment**”).
- 2.2 Dr \_\_\_\_\_ in performing the services within the terms of the appointment does so in full autonomy, without any constraints of employed status, nor organisational or structural support on the part of the University.
- 2.3 Given the specific type of activity under this appointment, which is the subject-matter of this contract, Dr \_\_\_\_\_ may be required to perform such activity in premises at the University. If this is the case, the Parties expressly agree that Dr \_\_\_\_\_ will be liable for any loss or damage caused to the University arising from conduct attributable to him/her.
- 2.4 The performance of other and/or further activity than that set out in clause 2.1 above must be expressly agreed between the Parties in writing.
- 2.5 Dr \_\_\_\_\_, for the duration of the contract and as further specified in point [sic] 3 below, is free to perform services for third parties, on condition that such activity does not impede the regular performance of the services under this appointment.
- 2.6 This contract does not constitute a relationship of subordinated employment nor does it give rise to any rights in connection to access to roles/positions within the University.

### 3. Duration

- 3.1 This contract, given the casual nature of the appointment, is for a period of \_\_\_\_\_, starting on \_\_\_\_\_ (date).
- 3.2 Either of the Parties may in any event withdraw from this contract on minimum notice of **30 (thirty) days**, to be communicated by registered post, without prejudice to the right of both Parties to terminate the relationship immediately for just cause.
- 3.3 The option for the Parties at any time to terminate this contract by consent is expressly reserved.



#### 4. Duty of confidentiality.

- 4.1 Dr \_\_\_\_\_ agrees to preserve and maintain total confidentiality in relation to all data, information and in general all action relating to the performance of the activity under this contract.
- 4.2 Dr \_\_\_\_\_ is expressly prohibited from communicating or divulging any kind of information or news concerning the organisation of the University and any of its activities of which he/she becomes aware in the performance of this contract and this also includes the period following the expiry of this contract, as further specified in point [sic] 3 above.

#### 5. Remuneration.

- 5.1 The services performed by Dr \_\_\_\_\_ under clause 2 are treated as independent, professional intellectual services within the meaning of article 2222 of the Civil Code and as remuneration for such services under this Contract, the University will pay Dr \_\_\_\_\_ the gross sum of \_\_\_\_\_ euros (inclusive of any deductions in respect of social security, national insurance and tax payable by a self-employed worker) (hereafter referred to as “the **remuneration**”)

5.2 The remuneration is payable on completion of the appointment (*amendable by the University*), upon presentation by Dr \_\_\_\_\_ of the relevant invoice.

5.3 (*if applicable*) For these purposes, Dr \_\_\_\_\_ shall keep a register of the activity performed, in which he/she indicates in detail the activity undertaken, together with the relevant hours involved.

5.4 (*if applicable*) If in relation to the performance of duties under this appointment, Dr \_\_\_\_\_ participates in meetings which involve travel to a place other than his/her place of residence and/or domicile, he/she will have the right to reimbursement of reasonable expenses, upon presentation of the relevant documentation substantiating the claim.

5.5 The work relationship constituted by this contract is one of self-employment on a casual basis and in those circumstances the relevant taxation provisions which apply are those set out in article 67 (1) (l) of Presidential Decree. no. 917 of 22.12.1986, as subsequently amplified and amended; in relation to social security, the provisions under article 44 (2) and following, of Legislative Decree no. 269/2003 as subsequently amplified and amended, apply.

5.6 If the information declared by Dr \_\_\_\_\_ should change, he/she must communicate any such changes promptly to the University, expressly exonerating the University from any liability arising from the failure promptly to communicate any such changes.

#### 6. Data protection in relation to personal information

6.1 Dr \_\_\_\_\_ hereby authorises the University to use his/her personal data, including electronically stored information and communications, and to communicate such personal data, for the purposes of complying with obligations in relation to social security, national insurance, tax and accounting, as imposed by national and Community law, in relation to this contract (within the meaning of Delegated Legislation 196/2003).



6.2 Dr \_\_\_\_\_ is entitled to all rights provided by law relating to data protection, of which he/she hereby declares him/herself to be aware.

## 7. Applicable law, competent court and registration

7.1 This contract is drawn up, governed by and interpreted under Italian law.

7.2 Any dispute arising out of or in relation to this contract, including any relating to the existence, validity, interpretation, execution, failure to fulfil or termination of this contract will be decided exclusively by the competent judge at the Court of Trento (*Foro di Trento*).

7.3 This contract shall be subject to registration only if utilised, under part II of the tariff set out in Presidential Decree no. 131 of 26.04.1986.

7.4 The parties hereby expressly agree that the costs of registration shall be born entirely by the applicant.

7.5 This contract is exempt from stamp duty under article 25 of Table B of Presidential Decree no. 642 of 26.10.1972 as amended by Presidential Decree no. 955 of 30.12.1982.

## 8. General provisions

8.1 This contract represents the entirety of the agreement between the Parties and it nullifies and replaces any different and prior accord, including any verbal agreement, which may have been reached between them.

8.2 Concerning risk situations and the relevant safety measures in place in the workplace to which access is available in the course of performing the Activity, Dr \_\_\_\_\_ declares him/herself to be aware of the contents of the “*Regolamento del sistema di gestione per la sicurezza e per la salute dei lavoratori sul luogo di lavoro*” (“Regulation concerning the system of managing workers’ health and safety in the workplace”), issued under Regional Decree no. 802 of 8.11.2004.

8.3 So far as concerns matters not expressly provided for under this contract, articles 2222 and following of the Civil Code apply and, in the event of non-performance, the provisions contained in Book IV, Title II, chapter XIV of the Civil Code

8.4 Without prejudice to the moral rights of authors of original work or inventions recognised by law, the University shall own exclusively the economic rights/royalties which result from the activity performed by Dr \_\_\_\_\_ under this contract (*N.B. in cases where the research objectives of the activity are financed wholly or in part by private bodies or are carried out in the context of specific research projects financed by public bodies which are not the University, entity or administration to which the researcher belongs, it will not be necessary for the relevant clause to be signed at the bottom of the contract*).

8.5 The Parties hereby mutually acknowledge that in the event of one or more sub-clauses being void, such an occurrence does not bring about the nullity or dissolution of the whole contract, nor of the remainder of the clause itself and the Parties undertake to substitute in good faith the invalid or ineffective clauses with others which, so far as possible, perform the same function.

8.6 Any forbearance by one Party of conduct by the other which infringes the terms of this contract does not constitute a renunciation of rights arising from the infringement of such terms, nor of the right to require the proper performance of all the terms and conditions established by this Contract.



8.7 Any amendment or addition to this contract shall be invalid and not binding in nature unless it is put into writing and duly countersigned as accepted by the party in relation to whom the said amendment or addition is intended to be binding in law.

**9 Communications**

All communications, enquiries and claims in relation to this contract must be made in writing, sent via fax and confirmed by registered post. Only communications conforming to the above will be valid and effective, and should be sent to the following address:

To the University:

Università degli Studi di Trento

Via \_\_\_\_\_ Trento

Tel. \_\_\_\_\_

Fax \_\_\_\_\_

To Dr \_\_\_\_\_:

Via \_\_\_\_\_

Tel. \_\_\_\_\_

Fax \_\_\_\_\_

If the addressee and address should differ, this shall be indicated in writing by the parties, in accordance with the procedure set out above.

.....

Dr \_\_\_\_\_ hereby declares that he/she has read and expressly accepts, including within the meaning of articles 1341 and 1342 of the Civil Code, the following terms of this contract:

2.3 Liability for damages

3. Duration

5.6 Variation to the information provided by the supplier of services

7. Applicable law, competent court and registration

8.2 Original work or inventions

Dr. \_\_\_\_\_

**IN WITNESS WHEREOF**

The Parties have signed 2 identical copies of this contract on the date and at the place indicated here.

Director \_\_\_\_\_

Dr \_\_\_\_\_