

Subject: Research activity contract pursuant to article no. 22 of the law no. 240 of 30 December 2010

BETWEEN

The University of Insubria, Fiscal Code 95039180120, represented by the Director of the Department of _____, Professor _____, domiciled for office purposes in _____, Varese, who acts exclusively in name, on behalf and in the interests of the same Organization and to this authorized

AND

Doctor _____ born in _____ on _____, Fiscal Code _____ and resident in _____

GIVEN THAT

- The University of Insubria, as provided for in its “Regulations for the assignment of research grants” issued by Decree no. 903 of 24 July 2013, the latest amendments issued by Decree no. 1021 of 18 December 2017, effective as of 3 January 2018, has opened, with the Decree of the Director of the Department of _____ office no. __ of _____, a public selection procedure for the assignment of a junior/departmental research grant for __ months, pursuant to article no. 22 of the law no. 240 of 30 December 2010, titled: “_____”;
- IN CASE OF SENIOR RESEARCH GRANT**
- The University of Insubria, as provided for in its Regulations for the assignment of research grants issued by Decree no. 903 of 24 July 2013, the latest amendments issued by Decree no. 1021 of 18 December 2017, effective as of 3 January 2018, has opened with Rectoral Decree a public selection for the assignment of _ senior research grants for 12 months, pursuant to article no. 22 of the law no. 240 of 30 December 2010, titled: “_____”;
- with Rectoral Decree no. __ of _____ the acts and ranking list of the fundable senior projects were approved and the project presented by Doctor _____ will be funded;
- Doctor _____ declared, pursuant to articles no. 46 and 47 of the Decree of the President of the Republic no. 445/2000, of not being subject to incompatibility and multiple tasks, as provided for in the current legislative and regulatory provisions;
- The University, in exercising its research activity, needs to avail itself of the collaboration of Doctor _____ by starting a junior/departmental/senior research grant;
- in light of the above,

THE PARTIES HEREBY AGREE AS FOLLOWS

ARTICLE 1

The premises represent an integral part of this contract.

ARTICLE 2

A junior/departmental/senior research grant is attributed to Doctor _____ for the project titled: “_____”, whose program is described in article no. 5 below.

ARTICLE 3

The departmental research grants has a **duration** of __ **months starting from** _____ **until** _____.

At the abovementioned expiration date, the contract is automatically terminated without the need for a termination notice.

Should the recipient of the research grant want to terminate the contract, they must notify the Director of the Department with a notice of at least 30 days. Failure to notify will entail withholding remuneration for a sum which is related to the period of failed notice.

ARTICLE 4

The amount of the research grant **for the** __ **months** is established as € _____ inclusive of the taxes which must be paid by the recipient and is paid in monthly installments.

The research project Coordinator should promptly notify any situation which may result in a suspension of the activity. In the absence of these, the remuneration will be paid presuming the regular development of the activity.

For research grants there apply:

- on tax matters, the provisions of article no. 4 of the law no. 476 of 13 August 1984;
- on social security matters, the provisions of article no. 2, paragraphs 26 and following, of the law no. 335 of 8 August 1995 and following amendments and additions;
- on matters of compulsory maternity leave, the dispositions of the Decree of the Ministry of Labor and Social Policies of 12 July 2007. During the period of compulsory maternity leave, the Research Fellow may submit a request to the National Institute for Social Security (INPS) for specific subsidies for the protection of maternity, so that the benefits paid by the INPS, pursuant to article no. 5 of the abovementioned Decree of 12 July 2007, will be integrated by the University to match the entire amount of the research grant;
- on matters of sick leave, article no. 1, paragraph 788 of the law no. 296 of 27 December 2006, and following amendments and additions.

The Research Fellow must register to the “gestione separata INPS” for coordinated and continuous collaboration activity.

The University will cover medical insurance and third-party civil liability.

ARTICLE 5

The recipient of the research grant will mainly carry out their activity in the Department of _____ and undertakes to pursue the objectives established in the research program, under the guidance of **the research project coordinator, Professor _____**, who will have to also monitor the activities performed.

The research program covered by this collaboration is the following:

“ _____ ”

Research activity is characterized by flexibility with regard to the needs of the research program, is of a continuous, not merely casual, nature and should be coordinated with the global activity in order to implement the research program, without time constraints, except for those which derive from the opening and closing hours of the university facilities, and without subordination constraints.

Any suspension and/or interruption to which apply the circumstances described in article no. 9 of the Regulations which the Research Fellow declares to be aware of, are excluded. Should the extension prevent from reaching the objective of the research project or entail a loss of validity of the project, early termination of the project may be ordered with the favorable opinion of the Department's Board.

An overall period not exceeding thirty working days per year of leave does not constitute suspension and, therefore, does not have to be remedied.

The Research Fellow must promptly notify the Director of the Department of the occurrence of absence circumstances.

The recipient of the research grant must write a report, which must be signed by the Research Coordinator, of the activities carried out for the Department's Board at the end of each year, in the case of long-term grants, at the end of the research activity, in the case of one-year grants. Should the assessment of the Department's Board on the activity carried out by the Research Fellow be negative for reasons to them attributable, the contract is legally terminated.

The recipient of the research grant must present the final results of their activity within 30 days after the expiration date of the contract.

Article 6

In line with the University's efforts to follow the principles contained in the European Charter for Researchers, the recipient of the research grant undertakes to abide by the general principles and requisites therein contained, such as: research freedom, ethical principles, responsibility and professional conduct, contractual and legal obligations, financial liability, good research conduct, results dissemination and promotion, commitment to public opinion, relations with supervisors, monitoring and management duties, continuous professional development.

The Research Fellow also undertakes to abide by the Code of ethics, code of conduct and principles of research integrity of the university of Insubria and the regulations on intellectual and industrial property of the University.

ARTICLE 7

The research activity is suspended for maternity leave during the two months preceding the presumed date of birth and during the three months after birth. Without prejudice to the whole duration of the maternity leave, the recipient of the research grant may abstain from work starting from the month preceding the presumed date of birth and for the four months after birth, provided that the National Health Service (SSN) physician and the Occupational Health Physician attest that such option is not detrimental to the health of the mother or child. Moreover, the activity is suspended if the birth takes place after this date for the period between the presumed date of birth and the actual date of birth, or for the additional days not enjoyed before birth, should this take place before the presumed date of birth, as these days are added to post-natal maternity leave.

ARTICLE 8

Should the Research Fellow not continue the activities provided for in the research program without justification or in case of serious and repeated shortcomings, the contract may be terminated upon reasoned request of the research Coordinator, authorized by a resolution of the Department's Board.

The contract is automatically terminated, without prior notice, in the following cases:

- undue failure to commence or undue delay of the activity;
- undue suspension of the activity for a period exceeding 15 days;
- serious infringement of incompatibility, according to article no. 25 of the Regulations).
- negative assessment of the research activity on the part of the Department's Board.

ARTICLE 9

The research grant cannot be cumulated with other kinds of granted scholarships, with the exception of those awarded by national or international institutions to aid, with periods of study abroad, the research activity of the recipients of research grants.

The research grant also cannot be cumulated with subordinate work, even if private and part-time, with other grants or income deriving from freelance activities conducted in a continuous way, except for those described in the following paragraph and provided that the activity does not interfere with the research activity. The research grant is not compatible with enrollment in degree courses, specialization courses or master's degrees, with PhD grants or with medical specialization schools, in Italy or abroad. Recipients of research grants are not allowed to participate in master courses.

The recipient of the research grant may carry out a limited freelance activity, with the authorization of the research Coordinator, which does not entail conflict of interest with the research activity carried out for the University; they may receive teaching contracts, depending on the possibility to carry out the research activity established in the contract

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and may attend, in excess and without scholarship, PhD courses, provided that they pass admission tests.

Failure to abide by the provisions of the regulations and contract entail immediate revocation of the research grant and exclusion from renewal.

The collaboration relation does not give right to academic positions.

ARTICLE 10

The parties agree that the assignment conferred with this contract falls within the scope of autonomous work without any subordination restriction; as such, it is regulated by Title III, Chapter I, Article no. 2222 and following of the Italian Civil Code.

In the event of non-observance, even if due to reasons of force majeure, there apply the provisions of Book IV, Title II, Chapter XIV of the Italian Civil Code.

ARTICLE 11

In order to carry out the research activity, the recipient of the research grant has the right to access the research facilities and services of the reference Department and to benefit from the available services according to the current facility regulations. The recipient of the research grant must abide by the current regulatory and safety provisions of the abovementioned Department.

ARTICLE 12

For any other matter not covered by this contract, there apply current regulations and the University's regulatory provisions.

In applying the Legislative Decree no. 196/2003, the University undertakes to respect the confidential nature of the information provided by the recipient of the research collaboration and to treat the data provided only for the purposes connected to and instrumental for the stipulation and management of the relation.

ARTICLE 13

The University abides by communication obligations, pursuant to article no. 5 of the law no. 183/2010, and disclosure requirements, according to article no. 3 of the law no. 244/2007.

ARTICLE 14

This contract is subject to registration only in case of use pursuant to article no. 10 of the second part of the "Tariff" attached to the Consolidated Text of the registration Tax approved with the Decree of the President of the Republic no. 131 of 26 April 1986.

The contract is totally exempt from stamp duty.

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Any litigation will be referred to the jurisdiction of the Foro di Varese, expressly renouncing to the parts under the jurisdiction of any other office.

Read, confirmed and signed.

Varese,

THE DIRECTOR OF THE DEPARTMENT

(Professor _____)

THE RECIPIENT OF THE
RESEARCH GRANT

(Doctor _____)

In accordance with and for the purposes of articles no.1341 and 1342 of the Italian Civil Code, the recipient of the research grant declares to accept and approve without reservation the provisions of articles no. 5 and 7 of this contract.

THE RECIPIENT OF THE RESEARCH
GRANT

(Doctor _____)

Administrative Proceedings Office Manager (law no. 241/1990): _____

Phone. +39 _____ – fax +39 _____ – _____

DECLARATION

**pursuant to articles no. 46 and 47 of the Decree of the President of the Republic
no. 445/2000**

The Undersigned
born in, on
.....,

under their responsibility and aware that, in case of false or incomplete declarations, they will incur in the criminal sanctions mentioned in article no. 76 of the Decree of the President of the Republic no. 445 of 28/12/2000 and be automatically excluded from the assignment of the research grant:

DECLARES THAT

1. they have never been recipient of research grants pursuant to article no. 22 of the law no. 240/2010;
2. they have already been recipient of the following research grants pursuant to article no. 22 of the law no. 240/2010:
 - no. _____ year(s) of research grant at _____
from _____ to _____
 - no. _____ year(s) of research grant at _____
from _____ to _____
 - no. _____ year(s) of research grant at _____
from _____ to _____
3. they have never been recipients of fixed-time research contracts pursuant to article no. 24 of the law no. 240/2010;
4. they have already been recipients of fixed-time research contracts pursuant to article no. 24 of the law no. 240/2010:
 - no. _____ years(s) of type a) or b) (*select option*) contracts at _____
_____ from _____
_____ to _____
 - no. _____ years(s) of type a) or b) (*select option*) contracts at _____
_____ from _____
_____ to _____
 - no. _____ years(s) of type a) or b) (*select option*) contracts at _____

_____ from
_____ to _____

5. they are not recipients of similar research grant assignment contracts;
6. they are not officials of the University, of public research and experimentation institutions, of the Italian National Agency for New Technologies, Energy and Sustainable Economic Development (ENEA) and of the Italian Space Agency (ASI), as well as of institutions whose scientific diploma has been recognized as equivalent to PhD pursuant to article no. 74 paragraph 4 of the Decree of the President of the Republic no. 382 of 11/07/1980;
7. they are not subordinated workers, public or private, full- or part-time;
8. they do not have profit deriving from freelance activities carried out continuously;
9. they are not enrolled in degree courses, Master's degrees or specialization courses, PhD courses with scholarship or medical specialization schools, in Italy or abroad;
10. they are not related up to the fourth degree to a professor of the Department which requested the research grant, or with the Rector, the Director General or a member of the University's Board of Directors;
11. they do not receive any other kinds of granted scholarships, with the exception of those granted by national or international institutions to aid, with periods of study abroad, the research activity of the recipients of research grants.
12. they, being citizens of a state that is not a member of the European Union, or with which the European Union has stipulated free movement agreements, have/have started the procedure to obtain (*select option*) a valid residence permit for freelance work which covers the entire duration of the contract.

A copy of a valid ID card is here attached.

Date _____
_____ The declarant

NOTICE PURSUANT TO ARTICLE NO. 13 OF THE LEGISLATIVE DECREE NO. 196/2003

Personal data will be collected and treated in compliance to the regulatory provisions, for purposes related to the development of institutional activities, in particular for all fulfillments connected to carrying out the selection procedure and the research activity collaboration with the University of Insubria. Consent to the processing of personal data is not requested pursuant to article no. 24 of the Legislative Decree no. 196/03.