

**FIXED- AND FULL-TIME EMPLOYMENT CONTRACT FOR THE APPOINTMENT OF
RESEARCHERS, PURSUANT TO ARTICLE NO. 24, PARAGRAPH 3 LETTER B), OF THE
LAW NO. 240 OF 30 DECEMBER 2010**

BETWEEN

The University of Insubria (fiscal code 95039180120), represented by the Rector, Professor Angelo Tagliabue, born in Milan (MI) on 20 March 1958, domiciled for office purposes in Varese, Via Ravasi no. 2, who exclusively intervenes as, on behalf of and in the interest of the University (hereafter the University)

AND

Doctor _____ (*First and Last Name*) (Fiscal Code _____) born in _____ (*Place of Birth*) _____ (*Prov.*) on _____ (*Date of Birth*), resident in _____ (*Place*) _____ (*Prov.*) – ZIP Code _____ – _____ (*Address*), of Italian nationality (hereafter the Researcher)

GIVEN THAT

- article no. 24 of the law no. 240 of 30 December 2010 regulates the purposes, criteria and procedures for the establishment of work relations through the stipulation of fixed-time employment contracts to carry out research, teaching, supplementary teaching and students services activities;
- the University of Insubria, in compliance with its Regulations for the recruitment of fixed-time researchers, pursuant to Law no. 240 of 30 December 2010, issued with Rectoral decree Reg. no. 1296/2011 and modified by Rectoral Decree Reg. no. 169/2021 of 3 March 2021, may stipulate fixed-time employment contracts pursuant to article no. 24, paragraph 3, letter b), of the Law no. 240/2010;
- Decree of the President of the Republic no. 232 of 15 December 2011 regulates the economic treatment of university professors and researchers, pursuant to article no. 8 of the Law no. 240/2010;
- the Decree of the President of the Council of Ministers of 3 September 2019 adjusted the economic treatment of university professors and researchers starting from 1 January 2018;
- the Decree of the President of the Council of Ministers of 13 November 2020 adjusted the economic treatment of university professors and researchers starting from 1 January 2020;
- with the Board of Directors provision no. _____ of _____ the proposal for the activation of a selection procedure to appoint a fixed-time researcher was approved pursuant to article no. 24, paragraph 3, letter b), of the Law no. no. 240/2010;
- with Rectoral Decree Reg. no. _____ of _____, the documents of the selection procedure announced with Rectoral Decree Reg. no. _____ of _____, for the recruitment field _____ – academic field _____ – and with which Doctor _____ was declared winner, were approved;
- the Board of the Department of _____, in the _____ assembly, with provision Reg. no. _____, approved the call proposal of Doctor _____ for the stipulation of a three-year fixed-time employment contract for the recruitment field _____ – academic field _____;
- the Board of Directors, with deliberation no. _____ of _____ approved the call proposal sanctioned by the Board of the Department of _____ in the session of _____ and authorized the stipulation of a fixed- and full-time three-year employment contract, pursuant to article no. 24, paragraph 3, letter b), of the Law no. 240, with Doctor _____ from _____ to _____;
- Doctor _____, pursuant to articles no. 46 and 47 of the Decree of the President of the Republic no. 445/2000, declared that they are not subject to incompatibility in compliance with

current regulations;

- Doctor _____ has read the information pursuant to article no. 13 of the EU Regulations no. 2016/679 on data protection and has received a copy of the Code of Ethics and Code of Conduct of the University of Insubria;
- the total expense for a three-year contract, including taxes, is provided for in Analytical Accounting (COAN) entry CA. 04.43.08.04.01 "Fixed-time researchers taxes" UA.00.99.A5 Human and Financial Resources Area of the University Budget;

In view of the above, as a significant and essential part of this contract between the two parties

THE PARTIES HEREBY AGREE AS FOLLOWS

ARTICLE 1 – Employment Relation

A fixed- and full-time employment contract between the University and the Researcher is hereby established, pursuant to article no. 24, paragraph 3, letter b), of the Law no. 240/2010, to carry out research, teaching, supplementary teaching and students services activities.

This three-year full-time contract starts from _____ and ends on _____.

The Department of _____ will be the reference structure to carry out the activities agreed upon.

The Researcher is expected to personally carry out, without availing themselves of substitutes, their employment activity in a continuous, exclusive and full-time manner.

The Researcher's total annual commitment is estimated in 1500 hours, as provided for, for the purposes of the research projects' financial reports, in article no. 6, paragraph 1, of the Law no. 240/2010, among which 350 hours should be dedicated to teaching, supplementary teaching and students services activities, with a number of official lectures per academic year of at least 120 hours (*80 if under a part-time contract*).

Specifically, the Researcher undertakes to carry out, in the period established in the contract, the research activity _____ (*indicate the research project as referred to in the call*).

The teaching, supplementary teaching and students services activity will be carried out in the context of the reference field and on the basis of the annual teaching program decided upon by the relevant structure.

The University will fulfill the mandatory communication obligations described in paragraph 1180 of the single article of Law no. 296/2006 and following amendments and additions on the fulfillments for the establishment of new employment relations.

ARTICLE 2 – Salary

The gross annual salary is determined as 120% of the initial salary fixed-time researchers are entitled to and amounts, as reassessed by the Decree of the President of the Council of Ministers of 13 November 2020, to 43,612.83 € = (forty-three-thousands-six-hundred and twelve/83 euros) which will be paid in monthly installments, for a total amount of 130,838.49 € for the entire duration of the three-year contract.

Researchers are not entitled to seniority and salary increases provided for tenured permanent researchers. The University will cover the social security, insurance and fiscal payments provided for by the contract as established by current laws.

The Researcher undertakes to promptly notify the necessary information to correctly fulfill such obligations.

ARTICLE 3 - Employee's Duties

In line with the University's efforts to follow the principles contained in the European Charter for Researchers, the Researcher 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 Researcher undertakes not to disclose confidential information they might learn about because of their role, except if authorized by the University.

Moreover, the Researcher undertakes, under penalty of contract termination, to follow the provisions of the Code of Ethics, Code of Conduct and Principles of Research Integrity of the University of Insubria issued with Rectoral Decree no. 656 of 30 September 2020, effective as of 16 October 2020, as well as the University Regulations on intellectual and industrial property.

The self-certification of the teaching, supplementary teaching and students services activities falls under the responsibility of the Researcher, through the compilation of the lessons register. This register, at the end of the annual activities, and anyways within thirty days of the contract's expiration date, will have to be submitted to the Director of the Department, who will countersign it and forward it to the relevant offices for archiving purposes. Moreover, at the end of every year, the Researcher will have to write a report of the scientific activity they carried out, which will have to be submitted to the Director of the Department and evaluated by the Department's Board.

The Researcher will also have to participate in students' assessment and final exam commissions and in the Department's activities, and may assume responsibility roles in research projects. To Researchers there also apply the statutory and regulatory provisions which regulate university researchers' active and passive suffrage in the Academic Bodies.

ARTICLE 4 – Incompatibility

To Researchers there apply the provisions described in article no. 6, paragraphs 9, 10 and 11 of the Law no. 240/2010, which regulate incompatibility with regard to the legal position of Researchers and to those connected to full-time contracts.

For incompatible activities there applies, to the contexts which were not amended by Law no. 240/2010, the regulations provided for university researchers pursuant to article no. 1 of the law no. 158/87.

To the authorization system, there applies article no. 53 of the Legislative Decree no. 165/2001 and the University Regulations on professors' and researchers' external mandates.

For the entire duration of this contract, the Researcher employed by public administrations will be placed, without retribution and social security deposits, on leave or in an untenured position, should this be provided for by their organization.

This contract may not be cumulated with similar contracts, even if stipulated with other universities or private scientific structures, nor with doctoral scholarships, research grants or *post-lauream* scholarships and, generally, with any type of scholarship or grant, even if issued by third parties.

ARTICLE 5 – Probationary period, notice and termination periods

The Researcher is subject to a probationary period of three months of actual service. During this period, each party may terminate the contract in any moment without prior notice. The termination must be reasoned and will be effective immediately.

Pursuant to and in compliance with article no. 2096 of the Italian Civil Code, the probationary period assessment, which must be carried out no later than the period's expiration date, falls under the responsibility of the Director of the Department.

The employment relation conclusion is determined by the expiration of the contract, without prior notice, or by its termination on the part of one of the two parties.

Under no circumstances may this fixed-time employment relation be transformed into a permanent one or be tacitly extended and/or renewed.

Any other termination cause is regulated by current provisions.

Each party may terminate the contract before its expiration date, should there be a cause that, pursuant to article no. 2119 of the Italian Civil Code, does not allow for the continuation, even if temporary, of the contract.

The contract may be terminated because of serious non-compliance on the part of the Researcher in carrying out the activities provided for in it, as assessed by the relevant Academic Bodies. In case of early termination of the contract, the remuneration the Researcher is entitled to must be reduced according to the period in which they worked.

Should the Researcher intend to terminate the contract, they must give a 30-days notice. In case of failed notice, the University will withhold an amount which corresponds to the remuneration for the period of failed notice in which the Researcher did not work.

ARTICLE 6 – Processing of personal data

Pursuant to Legislative Decree no. 196/2003 and EU Regulations no. 2016/679, the Researcher agrees to the treatment of their personal data and the University undertakes to respect the confidential nature of the information provided by the Researcher and to treat their data only for the purposes connected to and instrumental for the stipulation of the contract and management of the relation established.

ARTICLE 7 – Registration

This contract is exempt from stamp duty pursuant to article no. 25, Table B of the Decree of the President of the Republic no. 642 of 26.10.1972 , as substituted by article no. 955 of 30.12.1982. Not being subject to mandatory registration, this contract will be registered by and at the expense of the interested party.

ARTICLE 8 – Controversies

Possible controversies will be referred to the jurisdiction of the Court of Varese, expressly renouncing from this moment to the parts under the jurisdiction of any other office.

ARTICLE 9 – Reference regulations

For any other matter not regulated by this contract, please refer to the legislative, regulatory and statutory provisions on the matter.
Read, confirmed and signed.

THE RESEARCHER
Doctor _____

THE RECTOR
Professor Angelo Tagliabue

Varese,

Varese,