ONGOING COORDINATED COLLABORATION CONTRACT

**BETWEEN**

The Department of ………………… of the Politecnico di Milano based in …………………. VAT no. 04376620151 tax code 80057930150, represented in this deed by the Head of the Department Prof. ……………………

**AND**

Mr/Ms (*First Name and Last Name*) born in ………….., (…..) on ……………. resident in ……………….. (……) in (*address, number, postcode, city*), Tax Code …………………………………… (hereafter known as Collaborator).

**GIVEN THAT**

* The Department of ………………………….. of this University intends to enter into an ongoing coordinated collaboration contract for the activity of *……………………………..(Activity requested in the Tender Announcement)…………………………,* in accordance with the comparative assessment no. ……………. indicated at Index no. ………….. Ref. no. ……………………dated ……………… in which Mr/Ms (*First Name and Last Name*) was the successful candidate;
* Art. 7, sixth paragraph of Italian Legislative Decree no. 165 of 2001 provides that public administrations, for requirements that cannot be covered with their own personnel, may grant individual assignments to experts of particular and proven specialisation, even university, determining in advance the duration, location, subject and fee of the collaboration;
* the methods of granting this assignment are regulated by Regional Decree no. 9754 dated 19 December 2019, laying down the “Regulation for the governance of comparative procedures for granting individual collaboration assignments of autonomous nature”, as well as by the rules of law in force in that regard;
* Regional Decree no. 828 dated 14 March 2014, laying down the “Regulation for Administration, Finance and Accounting” of the Politecnico di Milano, and, in particular, attributes the contractual competence, including the decision to contract, to the Department Manager;
* with the requirements and presuppositions of legitimacy being in place, as required by law, in order to grant the assignment;

**THE FOLLOWING IS AGREED AND ENTERED INTO**

**Art. 1**

**Subject of the contract**

The Collaborator undertakes to provide his/her performances for the activity of *……………………………..(Activity requested in the Tender Announcement)…………………………*.

The financial coverage of the assignment will originate from the “……………………………” funds for which Prof. (*First Name and Last Name*) is responsible.

The subject of the contract involves the following activities:

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The objectives to be achieved as part of the collaboration relationship will be:

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The assignment will be carried out at the Department of ………… with no constraints on attendance.

The Department of……………. reserves the right to assess periodically, at its discretion, the correspondence of the pre-established partial or final work objectives, with the partial or final objectives as identified by this contract.

**Art. 2**

**Collaborator’s autonomy**

The assignment subject to this contract has the nature of an ongoing coordinated collaboration; therefore, it does not constitute a relationship of employment or subordinate employment.

The collaboration must be rendered personally by the Collaborator in full autonomy and in coordination with the Scientific Coordinator of the project.

The collaboration activity is organised and carried out based upon the purposes indicated in Art. 1 above in collaboration with the Department of ………………, in line with its organisational requirements and in coordination with it; the Collaborator may use the premises and equipment made available by the structure.

The Collaborator may not entrust to third parties, in whole or in part, the execution of his/her performances.

The Collaborator, in full respect of the commitments accepted under this contract, will be free to provide his/her activity also in favour of third parties, on the condition that this does not cause any prejudice to the correct execution - within the set timescales - of the performances contracted with this University.

The Collaboratore declares, in accordance with Art. 2 of Italian Presidential Decree 62/2013, to know and undertake to respect the behavioural code for public employees, indicated in Art. 54 of Italian Legislative Decree: 165/2001, during the performance of the activities envisaged by this contract.

The Collaborator can view the Regulation containing the behavioural code for public employees, in accordance with Article 54 of Italian Legislative Decree 30 March 2001, no. 165 on the website: <http://www.normativa.polimi.it>.

**Art. 3**

**Duration of the assignment**

The performance subject to the contract will have the duration of no. ……. months, from ………………….. to ………….............

At the expiry date of the assignment, the Collaborator must have provided the requested performances, in respect of the terms and methods established by this agreement.

The assignment subject to this contract may not in any case be renewed.

**Art. 4**

**Extension**

The duration of the assignment may exceptionally be extended only if the Structure identifies a motivated interest, with a view to completing the projects and due to delays not attributable to the Collaborator.

The assignment will not be extended if the delay in the performance is due to conduct of the Collaborator, contravening principles of contractual good faith and fairness.

In any case, the extension shall not be implemented in the presence of delays and/or liability of the Collaborator that determined the delay or the inexact execution, total or partial, of the performance.

Any recourse to the extension by the Structure must be exercised, under penalty of ineffectiveness, within 30 days from the expiry of the assignment, as established in accordance with Art. 3.

Any extension will not involve extra costs for the Structure, or additional fees for the Collaborator. The content and regulation of the contractual relationship continue to produce their effects for the whole extension period and they may not be modified.

**Art. 5**

**Fee**

The Collaborator will be entitled to a fee of € ……..00 (in letters) gross of tax withholdings, social security and welfare contributions to be paid by the collaborator, in accordance with legal provisions.

The fee is paid by the following methods: by periodic payment / in arrears in a lump sum.

In any case, the sums due to the Collaborator will be paid subject to a specific request by the Head of the Structure at which the Collaborator works.

That request must also be accompanied by an explanatory report, proving the actual conduct of the activity performed by the Collaborator, with respect to the contents and objectives envisaged by this contract.

**Art. 6**

**Tax and social security conditions**

The Collaborator must pay the social security withholding for registration to the INPS separate management fund in the amount established by the rules in force and as declared by the Collaborator. The Structure will pay the contributions due to the aforementioned institute, fulfilling the requirements connected to the working relationship.

The Collaborator must pay, in the amount fixed by the rules in force, the INAIL premium for insurance cover of the risk deriving from the activity under this contract.

The Structure undertakes to make the payments of the premium to the cited entity, fulfilling the requirements connected to the working relationship.

Any sickness of the Collaborator will be subject to the provisions indicated in the Decree of the Minister for Employment and Social Security dated 12 July 2007, published in Official Journal on. 247 dated 23 October 2007, Art. 1, paragraph 788 of Italian Law 27 December 2006, no. 296 as amended. There is no requirement of performance for the duration of the sickness and no payment of economic nature will be made by the Principal. The Collaborator may therefore make a claim directly to INPS for payment of the sickness allowance.

Any mandatory abstention for maternity will be subject to the provisions indicated in the Decree of the Minister for Employment and Social Security dated 12 July 2007, published in Official Journal no. 247 dated 23 October 2007.

The suspension of the activity for the period of mandatory abstention for maternity produces the interruption of payment of the fee indicated in Art. 5.

The effectiveness of this contract is suspended in cases of mandatory abstention for maternity and health reasons.

**Art. 7**

**Occupational health and safety**

The Collaborator, in accordance with the provisions of Italian Legislative Decree 81/2008 and the “General Regulations for the health and safety of workers”, for the safety purposes, is equated to the figure of worker and, as such, undertakes to carry out the activity in full respect of the rules of law and the specific rules in force at the University with regard to occupational prevention and safety.

**Art. 8**

**Confidentiality**

All data and information of technical, administrative, scientific or educational nature of which the Collaborator enters into possession in carrying out this assignment must be considered private and it is strictly prohibited to disclose the same.

**Art. 9**

**Data processing**

The collaborator must in any case respect the regulations in force on protection and processing of personal data of which he/she becomes aware as part of the assignment granted to him/her, with particular reference to data provided by students and, notably, sensitive data.

In accordance with the GDPR (General Data Protection Regulation) 2016/679 of 27 April 2016, all data provided will be processed only for purposes connected and instrumental to the signature and management of the collaboration contract. The data will be stored, in conformity with the provisions of the regulations in force in that regard, for a period of time not exceeding that necessary to achieve the purposes for which they are processed.

In accordance with the GDPR 2016/679, the undersigned authorises Politecnico di Milano to publish on the University website his/her Curriculum Vitae for institutional purposes and in compliance with Italian Legislative Decree no. 33 dated 14 March 2013 (Transparency Decree) as amended by Italian Legislative Decree 97 of 2016. In addition to the full Curriculum Vitae, a specific Curriculum Vitae, not containing personal data, may be provided for the sole purposes of publication on the University website. Additional information can be found at the link: <https://www.polimi.it/privacy>.

**Art. 10**

**Contractual rules**

The contracting party, aware of the criminal sanctions in the case of untrue declarations, formation or use of false deeds cited by Art. 762 of Italian Presidential Decree 445 of 28 December 2000, as well as the additional sanction envisaged by Art. 753 of the cited Regional Decree 445 of 28 December 2000, declares not to have familial or kinship relationships, up to the 4th degree inclusive, with a professor of the Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or with the Rector, the Director General or with a member of the Board of Governors.

Without prejudice to any other effects, any breach of the rules of the regulations cited in the preamble and those on situations of incompatibility, those of the selection tender announcement or those of this contract - and/or any violation of the obligations deriving from the behavioural code for public employees indicated in Art. 54 of Italian Legislative Decree 165/2001 shall involve the immediate forfeiture of the activities provided by this contract and shall exclude the contracting party from any renewals, where envisaged.

In the event of non-fulfilment, even if due to a cause of force majeure, the provisions on contract termination shall apply.

For anything not expressly regulated by this agreement, the collaboration relationship shall be understood to be regulated by Art. 2222 et seq. of the Italian Civil Code, by the current legislation and the regulatory provisions issued by the Politecnico di Milano.

For any dispute relating to the application or interpretation of this agreement, the parties mutually indicate as the court with jurisdiction that of Milan.

The Department Manager The Head of Department

Mr……………………. Prof. ………………………….

For acceptance

Milan,

The Officer

Mr (*First Name and Last Name*)

Signed digitally in accordance with the CAD – Italian Legislative Decree 82/2005 as amended and supplemented