OCCASIONAL COLLABORATION CONTRACT

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

**WHEREAS**

* The Department of ………………………….. of this University intends to enter into an ongoing occasional collaboration contract for the activity of *……………………………..(Activity requested in the Call Announcement)…………………………,* in accordance with the comparative assessment no. ……………. indicated at Index no. ………….. Ref. no. ……………………dated ……………… in which Mr/Ms (*Last Name and First 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 Rectoral 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;
* 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 Call Announcement)…………………………*.

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

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

-

-

-

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

**Art. 2**

**Collaborator’s autonomy**

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

The subject of the performance will be strictly limited to carrying out the assignment as described above, excluding any extension to duties not expressly contemplated therein. The performance shall be carried out personally by the Collaborator without any time constraints and in line with the general operating instructions provided, with full autonomy in determining the technical and instrumental methods. The assignment must be carried out using your own means and with the broadest organisational autonomy, with no obligation to attend the premises of the Department of ………………………… .

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 D.P.R. 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. ……. days, with effect from ………… to ……………...

If it is found that the result of the performance cannot be achieved within the set terms, the Department may interrupt the performance, paying what is due for the performance carried out up until the interruption date.

The fee will be reduced, in line with the actual activity performed, if, for any reason, the assignment is interrupted before its completion.

On 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 shall have the right to a gross fee at a fixed rate of € ……… including IRAP (Regional Tax on Productive Activities), social security contributions paid by the University and not subject to VAT in accordance with article 5 D.P.R. 633/72 and article 67 D.P.R. 917/86 as communicated by you.

In any case, the sum 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, in respect to the contents and objectives envisaged by this contract.

The relative sums due will by subject to IRPEF withholding for autonomous service providers and possible INPS withholding established for occasional collaboration exceeding 5,000€.

Payment of the sums due, up to the amount of the fee indicated above, will be made by payment in arrears in a lump sum, following authorisation from the Scientific Coordinator of the project, who will certify, under his own personal liability, that the activity performed, as described in the report submitted by the provider, corresponds to what is stated by the contract. That report (max 5 pages) will be split into: - summary of activity performed; - summary presentation of results achieved. The complete result of the work will be delivered to the Project Manager.

The requested performance does not constitute a qualification assessable for the purposes of participating in tenders called by the Politecnico di Milano and does not constitute any entitlement for the purposes of any employment.

**Art. 6**

**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. 7**

**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.

Candidates are granted the rights indicated in the third chapter of Regulation EU no. 679/2016, in particular, the right to access their personal data, to request its rectification, update and erasure, if incomplete, inaccurate or collected in violation of the law, as well as to object to their processing for legitimate reasons, contacting the Data protection officer at privacy@polimi.it.

**Art. 8**

**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 D.P.R. 445 of 28 December 2000, as well as the additional sanction envisaged by Art. 753 of the cited D.P.R. 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 article 2222 and subsequent articles of the Civil Code, pertinent current national legislation and current regulations of the Politecnico.

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 (*Last Name and First Name*)

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