

REGISTRATION NUMBER \_\_\_\_\_

Prot. No. \_\_\_\_\_ Date \_\_\_\_\_

## INDEPENDENT WORK CONTRACT FOR HIGH-LEVEL PROFESSIONALS

### VISITING PROFESSOR/RESEARCHER

A.Y. 2025/2026

Between

The University Gabriele d'Annunzio of Chieti-Pescara (hereinafter referred to as Ud'A), legally represented by the Rector, Prof. Liborio Stuppia

and

Prof. \_\_\_\_\_, born in \_\_\_\_\_, on \_\_\_\_\_, nationality \_\_\_\_\_, residing in \_\_\_\_\_, currently employed at \_\_\_\_\_

### RECITALS

HAVING REGARD TO Article 23 of Law No. 240 of December 30, 2010;

HAVING REGARD TO the Ud'A Statute, issued by Rectoral Decree no. 425 of 14/3/2012 - Official Gazette General Series no. 71 of 24/3/2012, amended by Rectoral Decree no. 427 of 15/7/2013 - Official Gazette General Series no. 174 of July 26, 2013, and by Rectoral Decree no. 74 of January 17, 2019 - Official Gazette General Series no. 40 of February 16, 2019, and subsequent amendments and additions;

HAVING REGARD TO the University Regulations on mobility programs for visiting professors (Visiting Professor) and visiting researchers (Visiting Researcher and Fellow), issued by Rectoral Decree no. 777 of March 21, 2018, and subsequent amendments and additions;

WHEREAS, by resolution of the \_\_\_\_\_ Department Council on \_\_\_\_\_, of the Academic Senate on 23/09/2025 and of the Board of Administration on 30/09/2025 through which the procedure leading to the appointment of Prof. \_\_\_\_\_ as Visiting Professor/Researcher was approved;

CONSIDERING THAT the Rector, with Rectoral Decree no. \_\_\_\_\_, has appointed Prof. \_\_\_\_\_ as Visiting **Professor/Researcher** at the Department of \_\_\_\_\_;

HAVING REGARD TO Articles 26 and 27 of Consolidated Law No. 286/1998, as amended, concerning visa and immigration matters;

THE PARTIES AGREE AND STIPULATE AS FOLLOWS:

Definitions:

- VISITING PROFESSOR refers to a full or associate professor or a highly qualified scholar affiliated with a university or an international research or higher education center, who is called upon to carry out research and teaching activities within the University for a period of between 1 (one) and 12 (twelve) months;
- VISITING RESEARCHER refers to a professor or researcher, or a highly qualified scholar affiliated with a university or an international research or higher education center, who is called upon to carry out mainly research activities within the University for a period of between 1 (one) and 12 (twelve) months;
- The CONTACT PROFESSOR is the Ud'A professor who invited the Visiting Professor/Resercher;
- The HOST DEPARTMENT is the Department that will host the Visiting Professor/Researcher during his/her stay at Ud'A and where the Visiting Professor/Researcher will carry out his/her teaching and/or research activities.

Article 1 – The recitals form an integral part of this contract.

Article 2 – Prof. .... (hereinafter referred to as “Visiting”) agrees to carry out the following activities on behalf of Ud'A:

Lectures on: ..... (Visiting Professor)

AND/OR

Research activities on: ..... (Visiting Researcher)

The activity will take place from ..... to ..... (..... month/s).

The start and end dates of the activities will be certified in person by the Visiting Professor/Researcher on the days indicated above in this contract.

The Contact Professor at the Ud'A is Prof. ....; the host department is the Department of ....., represented by Prof. ....

Article 3 – The Visiting undertakes to personally carry out the activities specified in this contract for the duration above specified, without making use of substitutes, according to the program agreed upon with the host Department. To this end, the Visiting will have access to university facilities and permission to use the equipment owned by the Departments, in compliance with the law and regulations concerning safety and risk prevention in the workplace and in compliance with the internal regulations on workplace safety at the University of Chieti-Pescara “G. d'Annunzio.” The Visiting's activities are performed without regard to working hours, and the Visiting is to be considered completely independent and not part of the University's hierarchical organisation. Adequate evidence and information regarding the presence and activities of the Visiting must be provided on the University website. For the entire duration of the stay, the Host Department must provide the Visiting with adequate space and equipment to carry out his/her activities. This commitment can be also formalised through the signing of a Hosting Agreement between the Visiting Professor/Researcher and the Department Director.

The Contact Professor at Ud'A verifies the correct and timely completion of the assignment by countersigning the final report prepared by the Visiting. Visiting guarantees diligent and responsible use of any resources made available by the University and is liable for any damage caused and resulting from causes attributable to it. If the Visiting fails to carry out the activities referred to in Article 2, in accordance with the conditions set out in this contract, the University will request that the Visiting complies within 5 days. Once this deadline has passed without result, the University may terminate the contract pursuant to Article 9. The Visiting is required to comply with the obligations of conduct set out in the Ud'A code of conduct.

The Visiting is required to read the anti-corruption plan, which can be downloaded from the University website [https://unich.etrasparenza.it/pagina769\\_prevenzione-della-corruzione.html](https://unich.etrasparenza.it/pagina769_prevenzione-della-corruzione.html).

Article 4 – The Visiting agrees to complete the activities described in Art. 2. Upon expiry, the contract will be automatically considered terminated, without the need for an explicit withdrawal.

Art. 5 – Upon conclusion of the contract, the Visiting will prepare a detailed final report on the activities carried out, countersigned by the Contact Professor and submitted for approval to the Department Director.

Article 6 – The Visiting will receive a gross lump sum expense allowance of € ..... per month. This amount will be paid in a single installment upon submission, after completion of the activities, of the request for payment and the final report on the activities carried out.

With regard to taxation, the deduction of all taxes due in Italy, which typically amount to approximately 35% of the total, or the option to apply the double taxation agreement (to prevent double taxation), the Visiting must express his/her preference, by sending a written communication to the Host Department.

Article 7 – The University guarantees to the Visiting civil liability insurance coverage, while the Visiting is required to have adequate health insurance coverage, valid on the Italian territory during the entire stay.

Article 8 – The Visiting undertakes to maintain secrecy and confidentiality regarding data and information that come into his/her possession during his/her activities.

Article 9 - Both parties may terminate the contract before its natural expiry for just cause. The Visiting may terminate the contract by giving at least 10 days' notice and, in any case without prejudice to the regular performance of the activities covered by this contract. In case the anticipated termination of the contract will cause prejudice to the regular performance of the activities covered by this contract, the Visiting will have to compensate for any caused damages.

The University has the right to terminate the contract with at least a ten-day notice, without this entitling the Visitor who receives the ten-day notice to receive compensation for damages. In this case, the University will pay a remuneration to the Visiting, in proportion to the work the Visiting performed, as certified by the Contact Professor.

In the event of failure to perform the service covered by this contract, as well as in the event of significant negligence, such as to constitute improper performance or violation of the provisions of the Ud'A code of conduct, the University may terminate the contract pursuant to Articles 1453 and subsequent amendments and additions of the Civil Code.

Art. 10 – A courtesy English translation of this contract is provided. In the event of any discrepancy, the Italian version shall prevail.

Art. 11 - The processing of the Visiting's personal data will be carried out in accordance with the procedures established by Regulation (EU) 679/2016 "General Data Protection Regulation" and Legislative Decree No. 196/2003, where compatible, in compliance with the principles of lawfulness, fairness, transparency, purpose limitation, data minimization, accuracy, data retention limitation, integrity, confidentiality, and accountability. The Visiting must read the information on the processing of personal data provided by Ud'A.

In accordance with the provisions of Legislative Decree No. 33 of March 14, 2013, on transparency, the Visiting's curriculum vitae and declaration of absence of conflicts of interest will be published on the University website in the "Transparent Administration" section.

Art. 12 – For anything not expressly regulated, the contract is governed by the provisions of Book V, Title III (Articles 2229 – 2238) of the Italian Civil Code. For any disputes relating to the interpretation and execution of this contract, the Court of Chieti shall have exclusive territorial jurisdiction.

The Visiting Professor/Researcher

The Rector

Prof. \_\_\_\_\_

Prof. Liborio Stuppia

\_\_\_\_\_

\_\_\_\_\_

Date:

Date:

*For acceptance and acknowledgement*

Ud'A Contact Professor

Department Director

Prof. \_\_\_\_\_

Prof. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date:

Date: