



Università degli studi "G. d'Annunzio"
CHIETI-PESCARA

Settore Internazionalizzazione e Erasmus

Numero di repertorio _____
Prot. n. _____ del _____

HIGHLY PROFESSIONAL SELF-EMPLOYED CONTRACTOR AGREEMENT
VISITING PROFESSOR/RESEARCHER

Between

Università degli Studi "G. d'Annunzio" di Chieti-Pescara (thereinafter referred to as "Ud'A"), legally represented by its Rector, Prof. Liborio Stuppia

And

Prof. X born in .. on .., nationality resident in ..., employed at ..

IN CONSIDERATION OF art. 23 of the law No. 240 dated 30th December 2010;

HAVING CONSIDERED Ud'A Statute issued by Rector Decree No. 425 dated 14th March 2012- G.U. Serie Generale No. 71 dated 24th March 2012, modified by R. D. No. 427 dated 15th July 2013 - G.U. Serie Generale No. 174 dated 26th July 2013 and by R.D. No. 74 dated 17th January 1 2019 - G.U. Serie Generale No. 40 dated 16th February 2019 and subsequent modifications and integrations

IN CONSIDERATION OF the University guidelines concerning the Visiting Professor/Researcher/Fellow mobility programmes issued by D. R. No. 777 (Rector Decree) dated 21st March 2018 and subsequent modifications and integrations

CONSIDERED THAT the appointment of Prof. X was confirmed by the following resolutions:

- Department of Y, dated
- Academic Senate dated ...
- Board of Directors dated

HAVING CONSIDERED THAT the Rector has appointed Prof. X as Visiting by D.R. No. _____ to perform their activities at the Department of Y.

IN CONSIDERATION OF art. 26 and 27 of the Legislative Decree 25.7.1998, No. 286 on 'Consolidated Act of Provisions concerning immigration and the condition of third country nationals' and subsequent modifications and integrations.



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The parties agree upon the following:

Definitions:

- **Visiting Professor** is a full professor or associate professor, namely, a highly qualified scholar employed at a university or an international Research/Higher Education centre. He/she is expected to carry out research/teaching activities within the University for a period from one month up to 12 months.
- **Visiting Researcher** is a professor or researcher, namely a highly qualified scholar employed at a university or an international Research/Higher Education centre. He/she is expected to carry out research/teaching duties within the University for a period of one month up to 12 months.
- **Proponent** is the Ud’A professor who has invited the Visiting Professor/Researcher.
- **Host Department** is the Department that will host the Visiting during his stay and where the Visiting Professor/Researcher will carry out his research/teaching duties.

Art. 1 – The recitals are integrant and substantial part of the present agreement.

Art. 2 – Prof. X (thereinafter referred to as ‘Visiting’) agrees to carry out the following activities, on behalf of Ud’A:

Research / Lectures on: No. of hours (min 18 hrs per month)

The service will start on ... and end on .. (.... months).

On the first and last day of service the Visiting will report in person to the International Office (Chieti Campus).

Ud’A proponent is Prof. XX; the Host is the Department of Y, represented by the Head, Prof. XXX.

Art. 3 – The Visiting agrees to carry out the activities detailed in the present agreement and agreed with the Host Dept. personally, throughout the duration of the visit and without resorting to substitutes. To this end, the Visiting will have access to all University premises; he will be allowed to use all the Department equipment in full compliance with the law and all the procedures and safety regulations set by the University in this field. The performance of his duties is free in terms of time schedule. In addition, the Visiting is thoroughly independent from the University’s hierarchical organisation. The Visiting’s presence and activities will have to be duly publicised also on the University web site. For the entire stay, the Host Dept. will have to guarantee access to areas and facilities and adequate tools to the Visiting, so to allow the performance of his duties.

Ud’A’s Referee verifies the correct and precise performance of the Visiting’s duties and countersigns the final report. The Visiting guarantees correct use of any in equipment lent by Ud’A: he/she is deemed responsible for any damage deriving from his/her misconduct.

In the event of no-compliance with the agreed duties as provided for in Art. 2, and according to the conditions of the present agreement, Ud’A will ask the Visiting to comply with them within 5 working days. After that time, if he fails to comply, Ud’A can terminate this contract in accordance with Art. 9.

The Visiting shall observe Ud’A conduct code. The Visiting is also required to read the anticorruption measures, which are available on the University web page: <https://www.unich.it/node/7400> .

Art. 4 – The Visiting agrees to fully perform the activities described in Art. 2.



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As soon as this agreement expires, it is considered automatically concluded, without obligation to provide any further notice.

Art. 5 – Once the contract is concluded, the Visiting will write and sign a detailed final report on the activities carried out. The report will be countersigned by Ud’A’s Referee and submitted to the Department Director for approval.

Art. 6 – The Visiting will receive a flat-rate sum as reimbursement of all expenses, equal to Euros per month. The due amount will be transferred after the final report and the required documents are submitted.

With regard to the mode of taxation, deduction of all taxes owed in Italy, which typically constitutes approximately 35 percent of the total, or opting for the double taxation avoidance convention, the Visiting should express their preference by sending a written communication to staffmobility@unich.it.

Art. 7 – Ud’A guarantees insurance coverage against injuries and liability. The Visiting, on their behalf, will have own health coverage.

Art. 8 – The Visiting commits to maintain the confidentiality of personal, sensitive, and secret data and information, which he will have access to in the performance of his tasks.

Art. 9 – Both the parties can terminate the present agreement for just cause before its actual expiration. The Visiting can terminate this contract by giving 10 days’ notice. However, this termination should not jeopardise the performance of agreed-upon activities unless he compensates for the damage caused. The University can terminate this contract by giving 10 days’ notice. This will not entitle the independent contractor to receive any compensation for damage. In this case, the Visiting will receive a reimbursement proportional to the activity carried out, as confirmed by his Referee’s declaration. In case of failure to carry out the agreed-upon activities and of severe negligence leading to irregular fulfillment or to a violation of Ud’A conduct code, the University has the right to terminate this contract, in accordance with art. 1453 and following of the Italian Civil Code.

Art. 10 – The present agreement has been drawn in Italian and English. However, in case of discrepancies, the basis for the interpretation of this agreement is the Italian version.

Art. 11 –The Visiting’s personal data will be processed in accordance with the procedures provided for in the **General Data Protection Regulation** (EU) 679/2016 and in the Legislative Decree No. 196/2003.

In accordance with D.lgs. (Legislative Decree) 14/03/2013 No. 33 concerning transparency, the Visiting’s curriculum will be published on the University website, on the ‘Amministrazione Trasparente’ section as well as on the Visiting Professor/Researcher webpage.

Art. 12 – As for what has not been provided for in the present agreement, this will be covered by the regulations set in the Italian Civil Code - Libro V, Titolo III (art. 2229 – 2238). Possible disputes concerning the interpretation and execution of the present agreement shall be settled solely by the Law Court in Chieti.



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The Visiting

Prof. X

The Rector

Prof.

Date:

Date:

Acknowledged by:

Ud'A proponent

Prof. XX

Head of the Department

Prof. XXX

Date:

Date: