***Awarding of assignment for freelance service of teaching support activities – Academic Year \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ - \_\_\_\_\_\_\_\_\_ Semester, as defined and described by related selection call rep. n. \_\_\_\_\_ Prot. n. \_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_***

**BETWEEN**

Politecnico di Milano/Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with its seat in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, VAT n. 04376620151, fiscal code 80057930150, represented in this document by Prof. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AND**

The Dr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ born in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ( ) on \_\_\_\_\_\_\_\_

and resident in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Fiscal code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as Collaborator);

**GIVEN THAT**

The Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of this University wants to conclude a contract for the assignment of teaching support activities within the programme \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ - ID \_\_\_\_\_\_\_\_\_, of which the supervisor is Prof. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the Academic Year \_\_\_\_\_\_ - \_\_\_\_\_\_\_\_ Semester;

the content and procedures of carrying out of the aforementioned assignment have already been defined and described in the related selection call rep. n. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Prot. n. \_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_ ;

The contractual relationship will be carried out in accordance with the provisions of Article 23, second paragraph, of the Law of 30 December 2010, n. 240, and by Rectoral Decree n. 3982/2019, concerning the Regulations for the assignment of teaching activities and support, pursuant to Article 23 of the Law 30.12.2010, n. 240 and other relevant University regulations;

the Dr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has been ranked first/in the list of the selection related to the aforementioned introduction of the call and therefore s/he is assigned of the activity of this contract;

The assignee of the activity must observe what provided by the University Ethical Code, issued through Rectoral Decree n. 1883/SAGNI of 06 July 2012, as well as for what provided by Rectoral Decree 2131/AG of 26 June 2014, with the Code of conduct for employees of Politecnico di Milano, implementing the Presidential Decree n. 62 of 2013, about the code of conduct for public employees;

**THE FOLLOWING IS AGREED AND STIPULATED**

**Art. 1**

**Subject of the contract**

The object of the service that the Collaborator must carry out is strictly limited to the execution of the assignment, as described in the introduction and in the related call, with the exception of any further duties not specifically stated.

The parties agree to carry out this contractual relation according to the general principles of fairness and good faith about contractual relations.

**Art. 2**

**Term of the contract**

The contract duration is one year/semester, starting from \_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_, for a total of n. \_\_\_\_\_\_\_ hours.

The calculation of the contract period can be suspended in case of unexpected circumstances of force majeure which are not related on the will of the parties, or for organizational reasons due to Department activity.

**Art. 3**

**Extension**

In any case, the duration of the contract can be exceptionally extended where, for well-founded reasons, the Department has the interest to continue the activity, and if the delays occurred cannot be attributed to the Collaborator.

The extension cannot be applied in case of delays and/or responsibility of the Collaborator that have been the cause of delay or incorrect carrying out of the service.

The Department may exercise the right to extend the project duration of this assignment up to 30 days before the expiration term of the working relation, as mentioned in the previous Article 2.

The possible extension does not imply any additional payment to the Collaborator.

In any case, the extension period is calculated in order to not exceed the total number of hours required to carry out the assignment.

The extension is formalized through special provision signed by the Head of Department.

**Art. 4**

**Collaborator remuneration**

The Collaborator is entitled of a salary of € \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), including withholdings taxes, social security and welfare deductions paid by the collaborator, as per provisions of the law. The salary is calculated on the basis of the number of hours worked, as defined in the previous Article 2, carried out by the Collaborator.

The salary is paid at the end of the activity of this assignment after submission of the document that certifies the activity assigned has been regularly carried out.

In case that the contractual relation is interrupted before the expiration term mentioned in Article 2, the salary to be paid to the Collaborator will be calculated according to the activity carried out and documented until the interruption.

Please note that hours exceeding the maximum number of hours mentioned in Article 2 of this contract will not be paid.

**Art. 5**

**Document attesting the regular carrying out of the assigned activity**

The Collaborator is required to draw up a document certifying the regular carrying out of the assigned activity; the document is made available by the Structure.

The document is delivered by the Collaborator at the end of his/her assignment to the professor responsible of the course, who will sign this same document before submitting it to the relevant offices of the Structure.

The Collaborator must also prepare a specific final report about the activity carried out, which will be evaluated by the professor responsible of the course, in order to evaluate the correspondence between the activity carried out by the Collaborator and what required by the activity.

**Art. 6**

**Organization of Collaborator activity**

The service must be performed in person by the Collaborator, upon agreement with the Professor responsible of the course about the methods to carry out the educational activity.

The collaboration activity is organized and carried out in accordance with the aims provided in Article 1 of this contract, in coordination with the Department and compatibly with its organizational needs and in coordination with them.

The Collaborator will be able to use the structures and equipment provided by the Department.

**Art. 7**

**Protection of personal data**

In any case, the collaborator is required to comply with the applicable legislation on protection and treatment of personal data, of which s/he is aware during the period of the activity, with particular reference to the data provided by the students and, in particular, the sensitive data.

**Art. 8**

**Code of conduct for public employees and contract rules**

The Collaborator, under the contractual relation, undertakes to observe the provisions of Rectoral Decree 2131/AG of 26 June 2016, with the Code of conduct for employees of Politecnico di Milano, implementing the Presidential Decree n. 62 of 2013, about the code of conduct for public employees.

Without prejudice to any other effects, failure to comply with provisions of the first paragraph, of regulations mentioned in the introduction, of the call and in this contract, implies the immediate exclusion from the assigned activity.

In case of breach, even if due to unexpected circumstances, the provisions related to termination of contract shall apply.

For anything not expressly provided in this contract, the working relationship must be considered regulated by Articles 2222 et seq of the Civil code.

**Art. 9**

**INPS social security and pension**

The Collaborator is subject to the pension and social security taxes for the inclusion in the INPS separate management, in accordance with the rules in force and as declared by the Collaborator.

The Structure will pay the contributions to the aforementioned institution and will take care of the work-related obligations.

**Art. 10**

**INAIL insurance**

The Collaborator is subject, as provided by the current laws, to be charged of the INAIL insurance coverage, for the risk arising from the activity of this contract.

It is compulsory for the Structure to perform the payments of the above-mentioned insurance, and take care of the obligations related to the work.

**Art. 11**

**Worker illness**

In case of Collaborator illness, there is no obligation to carry out the activity for the duration of the illness and there is no economic recognition by the Client.

Therefore, the Collaborator can ask directly to INPS for payment of sickness compensation.

**Art. 12**

**Health and safety at work**

The Collaborator undertakes to carry out his/her work in full compliance with the rules on prevention and safety in the workplaces, according to the information received by the referee professor about the risks in the Structure.

**Art. 13**

**Confidentiality**

Pursuant to the GDPR (General Data Protection Regulation) 2016/679 of 27 April 2016, all data provided will be processed only for purposes related to and instrumental to the stipulation and management of the collaboration contract. The data will be stored, in accordance with the provisions of current legislation, for a period not exceeding that necessary to achieve the purposes for which they are processed.

Pursuant to the GDPR 2016/679, the undersigned authorizes the Politecnico di Milano to publish on the University website the Curriculum Vitae provided, for institutional purposes and in compliance with Legislative Decree no. 33 of 14 March 2013 (Transparency Decree) as amended by Legislative Decree 97 of 2016. It is understood that, in addition to the complete Curriculum Vitae, it will be possible to provide a specific Curriculum Vitae, without personal data, for the sole purpose of publication on the University website. Further information can be found at the link: https://www.polimi.it/privacy.

 Art. 8 - The signing for acceptance by the contractor of the attached authorization to the processing of personal data is an integral part of this contract.

**Art. 14**

**Data Treatment**

According to Legislative Decree 196/2003, the Structure is committed to respect the confidential nature of the information provided by the Collaborator. All information provided will be processed solely for purposes connected with the procedure concerning the agreement and management of the collaboration contract, in compliance with current regulations and subsequent amendments and additions.

**Art. 15**

**Reference to the law**

For what not expressly provided in this contract, the current laws must be considered and, in particular, for what concerns the Civil Code rules regarding self-employment (Book V, Title III) and the rules of the University regulations.

**Art. 16**

**Competent Court**

About all disputes regarding the application or understanding of this agreement, both parties agree to indicate Milan as the competent Court.

 **The contractor The Head of Department**

 **Name and Surname of Contractor Prof. Name and Surname of the Head**

**SUBSTITUTE DECLARATIONS OF CERTIFICATION**

**(ARTICLE 461 Presidential Decree N. 445, dated 28/12/2000)**

The undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

born in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_ - F.C. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Resident in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

aware of the penal sanctions applicable in the event of untruthful declarations and production or use of false documents as referred to in Article 762 of Presidential Decree no. 445 of December 28, 2000 and of the further penal sanction under Article 753 of the mentioned

Presidential Decree 445 of 28 December 2000

## I HEREBY DECLARE

that, with the economic treatment provided for the educational activity with ID \_\_\_\_\_\_, together with any other remuneration or compensation expected to be paid by the public finances as employee or as self-employed already in place and not attributable to professional activities, I will not exceed, during the year in which the remuneration will be paid, the maximum amount of 240,000.00 as provided by Article 3, paragraph 44, of the Law 244/2007.

I declare to be informed, in accordance with the GDPR 2016/679, that the personal data collected will be processed exclusively in the context of the procedure for which this declaration is made.

**The declarant**

 **Name and Surname of Contractor**