***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)/ VAT n. \_\_\_\_\_\_\_\_\_\_\_

**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 or 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 flat-rate gross salary is of € \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, including VAT and social security contributions and /or compensation.

The Collaborator, in order to be paid, must provide a regular electronic invoice.

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 payment methods imply the payment of the salary, at the end of the activity of this assignment, as single solution after submission of a document that certifies the activity has been regularly carried out; the payment is made within 60 days after issuance of the electronic invoice, in accordance with the provisions of Ministerial Decree n. 55 of 3 April 2013.

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**

**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. 10**

**Confidentiality**

The Collaborator must consider as confidential and subject to absolute prohibition of dissemination all technical, administrative, scientific or educational data and information of which they are aware, during the carrying out of the assignment.

**Art. 11**

**Data Treatment**

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. 12**

**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. 13**

**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**