UNIVERSITY OF VERONA

**CONTRACT FOR CASUAL WORK**

**Article 2222 and following of the Italian Civil Code and**

**Article 7 paragraph 6 of Legislative Decree no. 165/2001**

Between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (facility/cost centre) of the University of Verona, tax code 93009870234, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , as Director of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , born in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, address for this appointment being the University of Verona, and «title» «Surname» «Name», born in «place\_of\_birth» on «date\_of\_birth», tax code «tax\_code», tax address: «address», «city»

STIPULATE AND AGREE AS FOLLOWS:

**Art. 1 NATURE**

The parties expressly declare their intention to enter into and interact under an independent work scheme pursuant to art. 2222 and following of the Italian Civil Code, with the exclusion of every aspect of employment and employed work, as well as any right or privilege regarding access to university staff positions. The relationship established requires that the Appointed provide services of ‘casual work’ for a defined time period.

**Art. 2** **DURATION**

Under this contract, «title» «Surname» «Name» commits to providing a professional service as indicated below for the duration of «duration» (weeks /months) with effect from «start\_date».

**Art. 3 OBJECT**

- The work shall consist of «specify\_service».

- This service shall be performed on behalf of the Department of «Department».

- This service shall be carried out by «title» «Surname» «Name» who shall work within the University of Verona or at other sites as authorised by the Director of the Department.

**Art. 4 SOCIAL SECURITY AND TAX PROVISIONS**

This contract does not provide for social security contributions.

For tax purposes, the scheme concerning casual work shall apply.

**Art. 5 RESPONSIBILITY AND COMPENSATION**

«title» «Surname» «Name» is expected to perform the requested services to a professional standard, as well as to maintain the state and functionality of any goods and tools entrusted to him/her, with the obligation to pay compensation in the event of any possible damage attributable to him/her. In this case, the University may suspend payment of the amount due for services in order to contribute this sum towards the payment for damage compensation, up to the sum of the loss, without prejudice to any further compensation and any other action.

**Art. 6 PERSONAL EXECUTION OF SERVICES**

The work must be personally carried out by «title» «Surname» «Name», who may not make use of any substitute.

**Art. 7 OBLIGATION OF CONFIDENTIALITY**

«title» «Surname» «Name» commits to maintaining absolute confidentiality with regard to the content and use of all materials provided, which must be returned at the completion of the assignment.

**Art. 8 REMUNERATION**

The total gross remuneration for the entire assignment is determined as «contract\_sum» ( ), excluding charges borne by the institution as approved by the Board of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_, and shall be paid in one single sum upon the expiration of this contract, subject to satisfactory performance by the service provider in the execution of the work entrusted to him/her during that period. At the end of the contract, a brief report must be written with regard to the work carried out.

The remuneration stated is to be considered all-inclusive of any and all compensation of any kind and description by the University, either directly or indirectly. In the event of early termination of the contract for any reason, the total sum stated will be re-proportioned to reflect the reduced period in which the contract was in regular act.

# Art. 9 RESOLUTION

This contract is governed by art. 2237 of the Italian Civil Code. In the case of any serious breach of contract, the University of Verona reserves the right to terminate the appointment. In such a case, the contract shall be terminated 30 days from the date on which the University notifies «title» «Surname» «Name» by registered mail with return receipt requested.

Early termination of the contract shall not give «title» «Surname» «Name» any right to compensation for damages.

**Art. 10 CONTRACT REGISTRATION**

This contract is subject to registration only in the case of use in accordance with art. 10 of the second part of the charge of which Presidential Decree 131/86 is exempt from stamp duty under art. 25 of the Table annex B of Presidential Decree 642/72 as amended by Presidential Decree 955/82.

Any expenses incurred for the registration of this contract shall be borne by «title» «Surname» «Name».

**Art. 11 APPLICABLE REGULATIONS**

For any issues not specified herewithin, the law shall apply.

# Art. 12 COURT OF JURISDICTION

Any disputes that may arise from the interpretation and execution of this assignment will be judged by the Court of Verona, both parties now expressly renouncing the jurisdiction of any other court.

**Art. 12 EFFECTIVENESS**

**In the case of a teaching assignment:**

The effectiveness of this contract is **not** subject to prior approval by the Court of Auditors pursuant to art. 3, para. 1 of the Law of 14 January 1994, no. 20, as amended by art. 17 , para. 30 of the Decree Law of 1 July 2009, no. 78, converted with modifications to the Law of 3 August 2009, no. 102, in the case of teaching appointments (Resolution of the Court of Auditors, no. 20/2009).

**Otherwise:**

This contract is subject to prior verification of legitimacy by the Court of Auditors, pursuant to art. 3, para. 1, letter f-bis and para. 1-bis of the Law of 14 January 1994, no. 20, as amended by art. 17, paras. 30 and 30-bis of the Decree Law of 1 July 2009, no. 78, converted with modifications into the law of 3 August 2009, no. 102.

Verona, ………………….

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| TEMPORARY COLLABORATOR | Prof. Nicola Sartor |
| «title» «Surname» «Name» | RECTOR OF THE UNIVERSITY OF VERONA |
| ……………………………………. | …………………………………… |
|  | Prof. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | DIRECTOR OF …………….. DEPARTMENT |
|  | …………………………………. |