

UNIVERSITY OF GENOA

FIXED-TERM PRIVATE LAW CONTRACT FOR THE ALLOCATION OF A RESEARCH GRANT

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THE UNIVERSITY OF GENOA, REGISTERED OFFICE: VIA BALBI, 5, GENOA (REG. NO.: 00754150100), HEREINAFTER REFERRED TO AS "THE UNIVERSITY", REPRESENTED BY *PRO TEMPORE* DIRECTOR GENERAL TIZIANA BONACETO, BORN IN ASSISI ON 11TH AUGUST 1960 AND DOMICILED FOR THE PURPOSE AT THE ADDRESS ABOVE

AND

FULL NAME OF GRANT HOLDER	SURNAME OF GRANT HOLDER	BORN
IN ON ADDRESS	PHONE NO.	
FISCAL CODE		

HAVING REGARD TO

- Law no. 240 of 30.12.2010 and, in particular, article 22;
- Rector's Decree (D.R.) no. 5389 of 28.12.2020 according to which the "University Regulations for the award of research grants" have been most recently modified;
- article 4, paragraph 4 of the Regulations mentioned above, regarding the allocation of research grants to applicants selected through procedures conducted by Ministries, Institutions or Bodies of the European Union, International Organisations, other public or private not-for-profit bodies recognised by the scientific community and/or by partnerships in the case of EU programs providing for such procedures.
- article 10, paragraph 6, of the Regulations mentioned above, regarding the determination of the amounts payable to research grant recipients and the grant duration pursuant to article 4, paragraph 4;
- the resolution of the Department of (.....), issued on , which approves the disbursement of a research grant for the duration of , at the Department of with effect from, in the context of the Marie Skłodowska-Curie COFUND H2020 selection – of the research project titled "CLOE: training to Complexity: multidisciplinary approaches to rural and mOuntain sustainable devElopment and conservation for innovative Doctoral Programmes" – Grant Agreement no.101034449 signed with the Research Executive Agency (REA) and awarded to (Name of grant beneficiary)University of Genoa, disciplinary and scientific sector; supervised by Prof....., with whom the annual cost in Euros of the grant has been defined (said amount is inclusive of tax and social security charges). The amount of the grant is equal to € 79.401,30 and it is net of tax to be borne by the University.
- the fact that the research grant holder declares there are no impeding circumstances to their taking part in the project as described in article 13 of the Regulations mentioned above;

HEREBY STIPULATE AND AGREE AS FOLLOWS

ARTICLE 1

(Subject)

1. The University of Genoa, represented by (see above), awards to (name of grant beneficiary) 1 fixed-term research grant for his/her collaboration in research activities in the context of the Marie Skłodowska-Curie COFUND H2020 selection - of the research project titled "CLOE: training to Complexity: multidisciplinary approaches to rural and mOuntain sustainable devElopment and conservation for innovative Doctoral Programmes" – Grant

Agreement no. 101034449, disciplinary and scientific sector, at the Department of, for the duration of years.

2. This contract does not, under any circumstance, constitute an employer-employee relationship and does not give rise to rights regarding access to academic jobs.

ARTICLE 2 (Duration of research grant funding)

1. The duration of the research grant is of three years, fromto.....
2. Research grant holders intending to withdraw from the contract must inform the university administration offices at least 30 days in advance. Failure to give advanced notice of the intention to withdraw entails that the amount of the consideration will be withheld proportionally to the time period that has elapsed between the withdrawal and such delayed communication.
3. Contract termination conditions are reported in article 15 of the Regulations for the Award of Research Grants referred to in the premise.

ARTICLE 3 (Remuneration and charges)

1. The overall funding set out by the Grant Agreement for this contract is the following:

Living and mobility allowances	€ 97.524,00
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2. The overall funding as per paragraph 1 covers gross remuneration owed to the Marie Curie research grant holder and charges to be paid by the University.
3. The remuneration for the research grant holder net of charges to be paid by the University Administration is equal to € 79.401,30 and will be paid in deferred monthly instalments.
4. With regard to the grants referred to in this contract, on tax matters, the provisions of Article 4 of Law no. 476 of 13.08.1984, and subsequent amendments apply, on social security matters, those pursuant to Article 2, paragraphs 26 and following, of Law no. 335 of 08.08.1995, and subsequent modifications and amendments, apply. The research grant holder must subscribe to *I.N.P.S. gestione separata* pension scheme.
5. The University provides insurance coverage in accordance with the regulations in force on the matter.
6. The yearly amount of the grant will be re-determined according to INPS rate changes.
7. In addition to the remuneration set out in this contract, the research grant holder is entitled to reimbursement of travel and subsistence expenses incurred during the participation in seminars and conventions and when performing activities related to the research project itself, subject to prior authorisation of the Supervisor and in accordance with provisions set out in the University Regulations and within the budget limitations established in the Grant Agreement.

ARTICLE 4 (Duties and obligations of research grant holders)

1. The research grant holder's collaboration on the research project described in the premise is to be considered continuous and not merely occasional, and is performed under the direction of the project's scientific-coordinators, autonomously and not to a fixed timetable, within the limits of the research program, and consistent with its realisation.

2. The research grant holder must work exclusively for the research project and he or she will carry out the activities referred to in the above-mentioned article 1, using the required diligence and in accordance to the Code of conduct (<https://www.allea.org/wp-content/uploads/2017/05/ALLEA-European-Code-of-Conduct-for-Research-Integrity-2017.pdf>), taking into account the specific scientific and professional nature of said activities and also considering that said activities are necessary for the University to comply with the obligations arising from the Grant Agreement.
3. The research grant holder must not receive any other income apart from the grant itself for activities performed within the research project.
4. The research grant holder must abide by the general guidelines set out by the Research Project Coordinator, issued for the implementation of the Grant Agreement, and must allow the University to fulfil all the required reporting obligations.
5. The research grant holder must promptly inform the University and the research project's scientific manager of any event which may directly impact their performance.
6. The research grant recipient must not disclose any of the reserved information they become aware of.
7. The research grant holder must abide by the Grant Agreement rules regarding publicity in communications and publications. In particular "the Marie Curie Researcher" must state, in all of his/her publications and other communications regarding the research project, that he/she have been funded by the European Union thus:

The research project referred to in this contract has been funded by the EU framework programme for research and innovation, Horizon 2020, in the context of the grant agreement Marie Skłodowska-Curie no. 101034449";

8. The research grant holder is required to submit an annual report to the Department of
9. The research grant holder can carry out part of his/her research abroad:
 - provided the research activity is consistent with the research programme he/she is collaborating on, subject to prior authorisation of the relevant Institution and upon a motivated proposal on the part of the research project's scientific manager. In such a case, partial reimbursement of travel and subsistence expenses may be allocated to the research grant holder by the relevant institution.
10. The research grant holder can publish academic papers and/or articles, feature as a speaker at workshops, conventions, conferences, can support newly enrolled students and offer peer-tutoring, provided such activities are in line with the provisions set out in the Grant Agreement.
11. The research grant holder can carry out activities within an academic spin-off company, upon previous authorisation of the research project's scientific manager and in the manner provided for by the University Regulations, and in line with the provisions set out in the Grant Agreement.
12. The research grant holder is allowed to join clinical research teams, without any involvement in direct provision of patient care, and under strict supervision of the research project's scientific manager, in line with the provisions set out in the Grant Agreement.

ARTICLE 5 (Intellectual property)

1. Without prejudice to the moral right attributed to the author by law, the University holds exclusive economic rights over the work of the "Marie Curie Researcher".

2. The Marie Curie Researcher acknowledges that the consideration referred to in article 3 above has been determined taking into account what is set out in the previous paragraph.

ARTICLE 6
(Termination of the contract)

1. This contract is subject to the existence of a Grant Agreement and to compliance with the conditions set out therein and it is automatically terminated upon the expiry of the term therein provided.
2. This contract is also terminated due to the following circumstances:
 - a) cancellation of the selection procedure;
 - b) supervening impossibility to collaborate on the research activity, without prejudice to the provisions of article 14, paragraph 2 of Rector's Decree (D.R) no. 5389 of 28.12.2020;
 - c) violation of the obligations of conduct provided for by the Code of Conduct for public employees of the University of Genoa pursuant to Rector's Decree (D.R) no. 1143 of 27.02.2015.

ARTICLE 7
(Incorporated resolutions)

1. For all matters not provided for in this contract, the current legislation on the matter applies.

ARTICLE. 8
(Contract registration)

1. This contract, drawn up on plain paper, in two original copies, of which one is given to the research grant recipient and one is kept by the University, is subject to registration only upon request from one of the parties, who will also bear the expense of such registration.
2. This contract is exempt from tax duty pursuant to the amendments made by article 28 of Presidential Decree (D.P.R.) n. 955 of 30.12.1982 to table b) attached to Presidential Decree (D.P.R.) no. 642 of 26.10.1972 and subsequent amendments and additions.

Genoa,

THE RESEARCH GRANT HOLDER

ON BEHALF OF THE DIRECTOR GENERAL
THE EXECUTIVE OFFICER
(xxxxxxxxxxxxx)

Digitally signed
