**ANNEX B**

**Declaration of employment under a fixed-term employment contract (pursuant to art. 19 of Legislative Decree no. 81 of 15 June 2015 and subsequent amendments)**

....................................... [Employer], in the person of the legal representative Mr./Ms. ........................, born in ........................, on ....../....../.............., with registered office in ........................................., via ........................................................., no. .........., Tax Code and VAT no. ..............................................................................................................

and

..................................................... [Worker], born in ....................................., on ..../..../........, resident in ...................................., via .............................................................., no. ........, Tax Code ........................................................ residence permit no. .................................................................................... expiring on ....................................................................................................

WHEREAS

* The employer has found within its organisation a concrete and specific need of an objective nature linked to ......................................................(specify the reason) that legitimises the use of fixed-term subordinate employment pursuant to art. 19 of Legislative Decree no. 81 of 15 June 2015;
* Presidential Decree of 28 March 2022 arranged for the granting of “temporary protection” in accordance with art. 5 of Directive 2001/55/EC;
* Art. 7 of the Order of the Department of Civil Protection no. 872 of 4 March (under the heading “Provisions on Employment”) allows the recruitment of people from Ukraine both under an employment contract, including seasonal, and as self-employed, including on the basis of the sole application for a residence permit submitted to the competent police headquarters, all as an exception to the system of planned entry quotas.

AGREE

**1. Recitals**

The recitals form an integral part of this agreement.

**2. Tasks, classification**

Mr./Ms. ........................ [Worker] is hired by................................. [Employer] with the assignment of the following tasks: .........................................................., to be understood as including all related and equivalent tasks with classification in level ......................... of the Ccnl (National Collective Bargaining Agreement) .....................................................................................

The employment relationship is governed by the Ccnl ................................................... in force at the time, also with regard to the duration of holidays, the frequency of pay, the grounds for terminating the employment contract and the terms of notice of termination.

**3. Termination clause and duration of the contract**

This employment contract is entered into for a fixed term, based on an objective reason related to ......................................... (specify the reason) pursuant to art. 19 of Legislative Decree no. 81 of 15 June 2015 and subsequent amendments and shall commence on ......./......./........... and end on ......./......./........... Upon expiry of the aforementioned term, the employment relationship will automatically terminate without any obligation to give notice.

**4. Trial period**

Recruitment is subject to the successful completion of a trial period of .............................................................................. [number of working days/weeks/calendar months], during which either party shall be free to terminate the contract without notice.

**5. Place and time of work**

The place of employment is ..................................................... City/Municipality/Post Code - but the Company reserves the right to entrust you with tasks and duties outside the office, should proven technical and organisational needs arise. Working hours are 40 hours per week, arranged as follows: Monday to Friday from ............................................. to ............................................ It is understood that working hours may undergo changes for organisational needs.

**6. Length of leave**

The Worker shall be entitled to a period of paid leave equal to ....................... days per year [proportionate to the period worked].

**7. Emolument**

The emolument is the one established by the Ccnl and referred to in point 2. In particular, the gross monthly remuneration is as follows: ......................................………………………. specify the elements of remuneration and their amount individually.

The remuneration indicated shall be paid for ....................... months. The statutory withholding taxes shall be applied to such gross remuneration and subsequent updates.

**8. Disciplinary rules**

By signing this contract, the worker declares to be aware of the rules relating to disciplinary offences, the procedures for contesting them, and the sanctions contained in the Civil Code, in law no. 300/1970 and in the Ccnl referred to in point 2, of which they declare to have read an extract, together with the disciplinary rules (and any company regulations).

The worker undertakes to comply with the internal provisions and customs adopted in the company (and any company regulations). The Company’s customs are understood to be known and accepted if the Worker has not raised any objections in writing by the end of the trial period.

**9. Safety at work**

The Employer declares to apply all the regulations in force with regard to safety in the workplace and in particular the provisions of Legislative Decree no. 81/2008 (Safety Consolidated Act) and subsequent amendments. The Worker undertakes to comply with the relevant requirements, with the measures adopted by the Company to protect from the risk of COVID-19 and to report any abnormal situations that they may encounter while performing their work activity.

**10. Mandatory registrations**

The Employer hands over a copy of the model of the compulsory communication of employment known as “UniLav” and acknowledges that through the employment the Worker will be registered in the Single Employment Ledger kept in accordance with law no. 133/2008

**11. Privacy**

The Employer declares that the data relating to the Employee as a person and, if applicable, to their family members, shall be processed in accordance with the legislation in force for the sole purpose of managing the employment relationship, to be understood in a general way and also including relations with social security, welfare and financial administration bodies

**12. Confidentiality and duty of loyalty**

By entering into this contract, the worker undertakes to observe the strictest rules of confidentiality with regard to data and information that they may become aware of in connection with, or even only at the time of, the performance of their work activity. The Worker undertakes to use such data and information within the limits of the purpose for which they are provided. The worker is forbidden to use in any way or at any time, in any form or at any level, directly or through intermediaries, the information acquired, either during the relationship or subsequently. During the employment relationship, the Worker is forbidden to deal with business, on their own account or on behalf of third parties, in competition with the Employer in accordance with the provisions of art. 2105 of the Civil Code.

**13. Termination of employment contract**

This contract shall terminate after the expiry of the period referred to in point 3 of this agreement, without any need for notice. The parties may terminate the agreement before its expiry only for just cause, without notice. By way of example only, the parties mutually acknowledge that the performance by the Employee, directly or indirectly, of activities in competition with that of the Employer, or the breach of the confidentiality obligation set out in this contract, constitutes a case of just cause, which precludes the continuation, even temporary, of the employment relationship.

**14. Supplementary pensions and severance pay**

For the purposes of the allocation of severance pay (TFR), attached please find the information notice pursuant to art. 8, paragraph 8, of Legislative Decree no. 252/2005 with the relevant forms.

**15. Final clause**

For all matters not expressly provided for herein, this relationship shall be governed by the collective bargaining agreement applied and referred to in point 2 of this agreement and by the labour and social security laws applicable thereto.

The employer, during the course of the employment relationship, remains in any case always bound to respect and observe the rules of the current Code of Conduct of Italian Architects.

.............................................., ............................ [Place, date]

[Signature of the Employer] [Signature of the Worker]

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