

GUIDELINES  
FOR PROVIDING  
OPPORTUNITIES  
FOR UKRAINIAN  
ARCHITECTS AND  
ARCHITECTURE  
STUDENTS  
WITH ITALIAN  
PROFESSIONAL  
FIRMS



CNA  
PPC

CONSIGLIO NAZIONALE  
DEGLI ARCHITETTI  
PIANIFICATORI  
PAESAGGISTI  
E CONSERVATORI

# GUIDELINES FOR PROVIDING OPPORTUNITIES FOR UKRAINIAN ARCHITECTS AND ARCHITECTURE STUDENTS WITH ITALIAN PROFESSIONAL FIRMS

*By the National Council of Architects, Planners, Landscapers and Conservationists*

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## **INTRODUCTION**

With these operational guidelines, the National Council of Architects, Planners, Landscapers and Conservationists intends to support the Councils of Provincial Architects' Associations and the members in the possible actions for "hosting", in their professional firms, Ukrainian architects and students displaced by the military invasion and the consequent humanitarian emergency, as from 24 February 2022, in light of the current regulatory framework.

For the purposes of these guidelines, "hosting actions" means the employment or presence of displaced Ukrainian architects in professional architectural firms (whatever their legal form), as professionals, employees (without using their job title) or borrowers.

In particular, the operational guidelines are intended to reconstruct the current regulatory framework and indicate some possible ways of practising the profession of architect in Italy or using the premises and resources of professional firms on the national territory, highlighting some of the requirements and cautions/safeguards that should be followed, without however taking the place of the indications of the competent national and local administrations (e.g. the Civil Protection Department, Di.Coma.C, Prefectures-UTG, Regions and Autonomous Provinces, ministries, police headquarters, etc.) and without prejudice to the specific indications given by industry professionals and operators (e.g. labour consultants, insurance companies, tax experts, etc.).

Finally, it should be noted that the regulatory framework, including the emergency and extraordinary framework, is constantly evolving and that, therefore, the actions concretely implemented by members must take into account these developments.

For ease of reading, the guidelines are organised as FAQs, with the aim of giving simple answers to the various questions posed to the host.

## **1 - WHO SHOULD I CONTACT TO IDENTIFY THE PEOPLE TO BE HOSTED?**

Those wishing to host Ukrainians fleeing the war can contact the Prefecture of their municipality or use the addresses indicated in the websites of their region.

The Civil Protection Department has also set up an online platform #OffroAiuto that allows citizens, companies and Third Sector or Social Private entities to offer goods, services and accommodation to support the Ukrainian population. To make a contribution, simply go to <https://offroaiuto-emergenzaucraina.protezionecivile.gov.it>, select the type of offer, fill in the form and then confirm your offer by mobile phone.

Offers of goods, services and hospitality will be sent to the emergency coordination facilities, civil protection voluntary organisations and Third Sector or Social Private entities involved in reception and support activities.

The holders of a residence permit for temporary protection or those who are in possession of a receipt from the police headquarters attesting to the submission of the application can sign the Availability Status (DID) to inform the Employment Centre (CPI) of their unemployment status and thus register with the CPI and use its services.

## **2 - WHAT REQUIREMENTS AND DOCUMENTATION MUST THE GUEST HAVE?**

According to Ministerial Decree of 28 March 2022, the Ukrainian citizens residing in Ukraine before 24 February 2022, or a member of their family, stateless persons, refugees in Ukraine or holders of a permanent residence permit in Ukraine before 24 February 2022 are entitled to temporary protection.

Those who fall into the categories entitled to temporary protection can apply for a residence permit for temporary protection at the Police Headquarters in their place of residence. Here their fingerprints will be taken, and personal data, passport or other identity documents are requested.

The police headquarters will issue a receipt for the applicant, certifying that the application for a residence permit for temporary protection has been submitted.

When the application for a residence permit for temporary protection is submitted, the tax code is also issued to the applicant by the police headquarters, in accordance with the procedure already in place for applicants for international protection and which will automatically identify the applicant as a recipient of health care.

The receipt stating the application for temporary protection will allow all the rights linked to temporary protection to be exercised, including access to study and work. For more information on access to the labour market see the FAQ of the Ministry of Labour and Social Policy on "Work and temporary protection".

The person applying to be hosted must therefore have:

- a residence permit for temporary protection or a receipt from the police headquarters confirming the submission of the application;
- tax code.

### **3 - WHERE CAN I GO TO HELP THE GUEST OBTAIN THE NECESSARY DOCUMENTATION?**

The **Immigration Office of the Police Headquarters** is responsible for the assessment and issue of the residence permit for temporary protection. Those who do not have the documents required for the issue of a residence permit for temporary protection should contact the Ukrainian diplomatic-consular authorities to confirm that you meet the necessary requirements (e.g., nationality or residence in Ukraine, possession of a residence permit or family ties to a specific person).

For further information, please refer to the notes of the Embassy of Ukraine in Italy on passports and identification of Ukrainian citizens published in a circular of the Ministry of the Interior - Department for Internal and Territorial Affairs <https://dait.interno.gov.it/servizi-demografici/circolari/circolare-dait-n23-del-10-marzo-2022>.

### **4 - WHAT ARE THE MEASURES IMPLEMENTED BY THE ITALIAN GOVERNMENT FOR THE RECOGNITION OF PROFESSIONAL QUALIFICATIONS?**

The humanitarian emergency resulting from the war in Ukraine has led the national government to adopt a series of exceptional and urgent measures and interventions to deal with it. Specifically, with reference to access to the labour market, the following measures have been taken so far:

- **Art. 34 of Decree-Law no. 21 of 21 March 2022**, setting forth *“Urgent measures to counteract the economic and humanitarian effects of the Ukrainian crisis”*, which established a

specific derogation from the rules for the **recognition of healthcare professional qualifications for Ukrainian doctors**, allowing professionals who were Ukrainian citizens resident in Ukraine before 24 February 2022 to use their healthcare professional qualifications. However, **there are currently no similar derogations to practice other professions, including that of architect** (which implicitly confirms the continued reference to the “ordinary” rules on the subject);

- **The Decree of the President of the Council of Ministers of 28 March 2022**. In light of the European Council’s Implementing Decision no. 2022/382, which took note of the existence of a justified and massive influx of displaced persons from Ukraine, the decree arranged for the granting of **“temporary protection”** in accordance with art. 5 of Directive 2001/55/EC.

Temporary protection is granted to persons displaced from Ukraine as of 24 February (included), these being:

- Ukrainian citizens residing in Ukraine before 24 February 2022;
- stateless persons and nationals of third countries, other than Ukraine, who benefited from international protection or equivalent national protection in Ukraine before 24 February 2022;
- family members of the persons referred to above.

Temporary protection is also granted *“to stateless persons and nationals of third countries other than Ukraine who can prove that they were legally residing in Ukraine before 24 February 2022 on the basis of a valid permanent residence permit issued in accordance with Ukrainian law, and who are unable to return in safe and durable conditions to their country or region of origin”* (Art. 1(3), Ministerial Decree of 28 March 2022).

Temporary protection allows a residence permit to be obtained for one year, which can be extended by six months for a further year.

This title grants:

- access to healthcare provided in Italy by the National Health Service;
- **access to the labour market;**
- the right to study, without prejudice to the more favourable conditions provided for in art. 38 of Legislative Decree no. 286 of 25 July 1998 (containing the “Consolidated Act of Provisions concerning immigration and the condition of third country nationals”; also “TUI”), art. 21, of Legislative Decree no. 142 of 18 August 2015 and art. 14, of Law no. 47 of 7 April 2017.

**In a nutshell, the current government measures make it possible to obtain a residence permit, allow access to the labour market, but do not provide for recognition of the professional qualifications of architects, planners, landscape architects and conservationists.**

## **05 - WHAT ARRANGEMENTS CAN I PUT IN PLACE WITH THE GUEST IN CASE OF PROFESSIONAL COLLABORATION?**

With a residence permit for temporary protection or the receipt stating the submission of an application for a residence permit for temporary protection, **it is possible to work in an employed or self-employed capacity.**

Civil Protection Order 872/2022 explicitly mentions the possibility of self-employment.

People from Ukraine can obtain a VAT number even with only an application for a residence permit for temporary protection.

### **In case of collaboration with a VAT number**

In case of starting a professional collaboration with a VAT-registered guest, by entering into a contract for the provision of services: the worker, against payment of a fee, undertakes to carry out work or provide a service through their work, without being subordinate to the client.

The characteristics of a contract with VAT number are therefore:

- the absence of time constraints;
- freedom in the choice of implementing methods;
- the presence of a result to be achieved and remuneration for it;
- the assumption of an economic risk by the self-employed worker;
- the unique nature of the service and its occasional nature.

It should also be pointed out that it is not compulsory, but advisable, to draw up a written professional collaboration agreement with a VAT number.

**The possible ATECO codes** for obtaining a VAT number are:

- 74.10.10 fashion and industrial design activities;
- 74.10.21 activities as graphic designers of web pages;
- 74.10.29 other activities as graphic designers;
- 74.10.30 other activities as technical designers;
- 74.10.90 other design activities.

For each of the above-mentioned codes, there are two routes to follow: classification as a freelancer or as a sole proprietorship.

The former case covers intellectual work and consultancy. The VAT number is obtained online via the Agenzia delle Entrate (Inland Revenue) website and involves registration under the INPS (National Social Security Institute) separate management scheme

In the latter case, however, the professional activity is carried out in an artisanal manner (e.g., creation of graphic content, etc.) and must be started via the Single Notice.

This Notice refers to a computerised procedure that includes registration with the Register of Companies, the Inland Revenue Service, INPS (National Social Security Institute) for artisan/tradesman management and INAIL (National Institute for Insurance against Accidents at Work).

This arrangement is certainly more expensive for the professional, who will have to pay fixed INPS contributions (about 4,000 per year), annual Chamber of Commerce and INAIL fees.

Regardless of the ATECO code, to be self-employed, it is therefore necessary to obtain a VAT number and to choose which scheme to operate under.

The flat-rate scheme is reserved for an income below 65,000 euro/year: the self-employed person, in this case, is not subject to VAT, business sector analyses or even bookkeeping. They pay a 5% substitute tax (normally on 78% of the gross taxable income) for the first five years, and then 15% (normally on 78% of the gross taxable income).

The ordinary scheme, on the other hand, applies the following IRPEF rates:

- 23% for income up to 15,000 euro;
- 25% for income between 15,000 euro and 28,000 euro;
- 35% for income between 28,000 euro and 50,000 euro;
- 43% for income beyond 50,000 euro.

For the self-employment scheme to apply, in order to curb the phenomenon of false VAT numbers, the Italian law requires that:

- there is no employer-employee relationship with the client;
- the activity is carried out mainly on one's own account and for a consideration;
- the client does not coordinate the work.

In any case, before obtaining the VAT number and choosing the tax scheme, it is necessary to evaluate, with a tax consultant, the choices to be made, also in view of the possible short period of activity.

### **In case of a fixed-term employment contract**

If the professional qualification fails to be recognised or pending the examination that may be required as a compensatory measure, hiring may be on the basis of a fixed-term employment contract, if the conditions are met and without exercising the activities to which the professional qualification as architect refer.

In general, as is well known, an employment contract may be of the fixed-term time *“only if at least one of the following conditions is met: a) temporary and objective needs, unrelated to the ordinary activity, or to replace other workers; b) needs related to temporary, significant and unexpected increases in the ordinary activity; b-bis) specific needs provided for by the collective agreements referred to in art. 51”* (art. 19, Legislative Decree no. 81 of 2015).

In setting the time limit (without prejudice to the general limits), it must be taken into account that the Ministerial Decree of 28 March 2022 allows, for the time being, a residence permit for temporary protection to be obtained for one year, which can be extended by six months at a time, for a further year.

The person to be recruited must therefore have:

- a residence permit for temporary protection in accordance with Ministerial Decree of 28 March 2022 or a receipt attesting to the submission of the application;
- tax code

Where the conditions for imposing a time limit are met and without prejudice to the prohibitions set out in art. 20 of Legislative Decree no. 81 of 2015 - the employer shall enter into a contract governed by articles 19-29 of the same decree.

Pursuant to art. 4-bis of legislative decree no. 181 of 21 April 2000 (containing *“Provisions to facilitate a balance between labour supply and demand, in implementation of art. 45,*

*paragraph 1, letter a), of law no. 144 of 17 May 1999”), within 24 hours of the day preceding the day on which the employment relationship is established (even if it is a holiday), the employer (or other authorised person) is required to make the compulsory communication through the computer service for sending compulsory communications. Filling in and sending the so-called “UniLav” form fulfils all the obligations of communication to the National Social Security Institute (INPS), the National Institute for Insurance against Accidents at Work (INAIL), and the other substitute or exclusive social security forms, as well as to the Prefecture - <https://www.inps.it/inps-comunica/diritti-e-obblighi-in-materia-di-sicurezza-sociale-nell-unione-europea/moduli-di-comunicazione-il-modello-unilav>.*

The form also contains indications of the employer’s commitments under the TUI, i.e., to pay the costs for third country nationals to possibly return home in the event of a forced repatriation and to indicate their accommodation - <https://www.cliclavoro.gov.it/Aziende/Adempimenti/Pagine/Comunicazioni-Obbligatorie.html>.

For salary payments, if the worker does not have or no longer has access to their bank account, it is possible to consider using a prepaid card with IBAN, for salary crediting and for making and receiving transfers.

For more information on access to the labour market see the FAQ of the Ministry of Labour and Social Policy on “Work and temporary protection”.

## **06 - WHAT ACTION MUST I TAKE WHEN PREMISES AND/OR INSTRUMENTAL RESOURCES OF THE PROFESSIONAL FIRM ARE TRANSFERRED ON THE BASIS OF A LOAN FOR USE FREE OF CHARGE?**

A further “welcoming action” for Ukrainian architects could consist in the granting of a **loan for the use free of charge** of premises and instrumental resources of the architectural firm. The loan for use agreement is governed by the Civil Code, in articles 1803-1812, and takes the form of the assignment for the use of a movable or immovable asset from one party (the lender) to the other (the borrower).

The essential element characterising the loan for use agreement lies in that the specific use of the asset is **granted free of charge**. The loan for use agreement gives rise to specific rights and obligations for the parties. First of all, the borrower is allowed to use the asset for the entire time determined by the contract.

If the parties have not set a final deadline for the return of the asset, the loan for use is understood to be reached for the period necessary to ensure the full use of the borrowed asset in accordance with the agreement.

It should also be specified that, if the parties have not set a final deadline, the lender will be entitled to the return of the asset upon simple request.

The borrower is obliged to keep and guard the borrowed asset (art. 1808 Civil Code): this

implies that the borrower will have to bear all the ordinary expenses aimed at ensuring the preservation of the asset; however, they are entitled to the reimbursement of the extraordinary expenses incurred for the preservation of the asset itself (art. 1808 Civil Code). Moreover, the borrower has the obligation to return the asset received at the expiry of the agreed term (art. 1809 Civil Code) or, in case of urgent need of the lender, when the latter requests it. The borrower is prohibited from transferring the borrowed asset to third parties (art. 1804 Civil Code)

The law does not impose any formal requirements for the conclusion of the loan for use agreement, as conclusive behaviour is deemed sufficient; however, **in contracts for professional use it is preferable to conclude the contract in writing, in order to avoid possible future disputes between the lender and the borrower.**

The loan for use agreement may relate to the use of movable or immovable property. In the case of immovable property, the parties may agree for the borrower to also use certain rooms exclusively for the performance of professional activities.

A single room in a building and the workstations therein required for the performance of professional activities (e.g., use of computer equipment, internet connection or organisational assistance in support of professional activities) may be the subject of a loan for use agreement.

In the context of the loan for the use of premises and/or resources of the professional firm free of charge, it would be advisable for the borrower to undertake, by means of an appropriate contractual clause, to keep confidential and not to disclose to third parties any news, data or facts relating to the performance of professional activities by the lender or, in any case, learned by the borrower as a result of their presence in the professional firm. These contractual provisions address the need to protect the privacy of the activities carried out by professionals, in compliance with the regulations dictated by the General Data Protection Regulation and, more specifically, the rules on the controller (see articles 24-31, Regulation 2016/679/EU).

**This is without prejudice to the application of all privacy rules and requirements for professional firms.**

## **07 - WHAT INSURANCE ASPECTS NEED TO BE TAKEN INTO ACCOUNT?**

Access to the professional firm of a Ukrainian citizen (or equivalent) as a professional, employee or lender requires a review of the existing coverage, in case “the hosted person”:

- a) is injured (with or without liability of the firm for which they work);
- b) causes damage to a third party (by accident or professional mistake).

With reference to case (a), if cover is not already provided by existing policies, the following solutions should be considered:

- take out an accident policy with the firm as the policyholder and the hosted person as the insured. This will ensure that the hosted person is compensated in the event of an accident, regardless of the firm's liability. A policy of this nature should include a policyholder's liability clause to protect the Firm;
- take out a third-party liability policy with the Firm as the policyholder, possibly including site work, and stating that the firm's collaborators are considered as third parties. In this case, the Firm would be insured if the hosted person suffers a loss under the Firm's liability and must be compensated.

In the case of (b), it is useful to check that the Firm's professional indemnity policy includes professionals or employees working with the firm as insured subjects.

## **08 - RECOGNITION OF THE QUALIFICATION TO PRACTICE AS ARCHITECT FOR UKRAINIANS**

Pending the European procedure for the recognition of the Ukrainian qualification and in the absence of a specific derogation (such as that provided for by art. 34 of Decree-Law no. 21 of 2022 for the health and public health sectors) for persons displaced from Ukraine (a country that is not yet part of the EU, as is well known) to practice the

profession in Italy, it is, therefore, necessary to follow the ordinary procedure for the recognition of the qualification enabling the practice of the profession of architect and the professions in the area of architecture provided for non-EU countries.

The main reference legislation is as follows:

- art. 49 of Presidential Decree no. 394 of 31 August 1999, containing "Regulations laying down rules for the implementation of the consolidated act of provisions concerning immigration and the condition of third country nationals, pursuant to art. 1, paragraph 6 of Legislative Decree no. 286 of 25 July 1998";
- directive no. 2005/36/EC of the European Parliament and of the Council;
- directive no. 2006/100/EC of the European Parliament and of the Council;
- directive no. 2013/55/EU of the European Parliament and of the Council;
- Legislative Decree no. 206 of 9 November 2007 (on the "Implementation of Directive 2005/36/EC on the recognition of professional qualifications and of Directive 2006/100/EC adapting certain Directives in the field of freedom of movement of persons, by reason of the accession of Bulgaria and Romania") and subsequent amendments and supplements.

The Ministry in charge of requesting the recognition of the qualification enabling the practice of the profession of architect and the professions in the area of architecture obtained

in a non-EU country is the Ministry of University and Research (MUR) [articles 5, paragraph 1, lett. f) and 56, legislative decree no. 206 of 2007].

Below is the link to the forms to be downloaded, filled in and submitted, together with the indicated documentation, to the competent offices specified by the Ministry <https://www.mur.gov.it/it/aree-tematiche/universita/professioni/libera-circolazione-dei-professionisti>.

The Ministry may stipulate that recognition of the title is subject to a compensatory measure, which consists in passing an aptitude test or a period of adaptation. Recognition of the title (by ministerial decree) is only valid for the applicant, and once it has been obtained it is possible to register with the local System.

## **09 – LINK UTILI**

**For recruitment, Job Centres, DID, internships, vocational training, recognition of qualifications and other useful information (also in Ukrainian)**

<https://www.integrazionemigranti.gov.it/it-it/Ricerca-news/Dettaglio-news/id/2487/Lavoro-e-protezione-temporanea-risposte-alle-domande-piu-frequenti>

**For recognition of the qualification**

<https://www.mur.gov.it/it/aree-tematiche/universita/professioni/libera-circolazione-dei-professionisti>

**To offer aid to the Ukrainian population in general**

<https://offroaiuto-emergenzaucraina.protezionecivile.gov.it>

**For notes from the Embassy of Ukraine in Italy on passports and identification of Ukrainian citizens**

<https://dait.interno.gov.it/servizi-demografici/circolari/circolare-dait-n23-del-10-marzo-2022>

**For employment**

<https://www.inps.it/inps-comunica/diritti-e-obblighi-in-materia-di-sicurezza-sociale-nell-unione-europea/moduli-di-comunicazione-il-modello-unilav>

## ANNEX A

### Specimen professional collaboration agreement with VAT number

The parties hereby enter into a private agreement, in duplicate, for all legal purposes:

..... with registered office in ..... via .....  
Tax Code....., in the person of the delegated legal representative, Mr./Ms. .... Tax Code ....., hereinafter referred to as ..... on the one hand;

and

Mr. .... (hereinafter referred to as "consultant"), born in .....,  
on ....., resident in ....., via ....., VAT n. ....  
on the other hand;

#### WHEREAS

- ..... works in the ..... field and intends to avail itself of a consultant and their professional experience to support the activity of .....
- the consultant has expressed a willingness to work independently with ..... and declares:
  - to be VAT registered
  - to be willing to carry out the task entrusted to them on an autonomous basis without an employment relationship being established
- this agreement is intended to create a professional self-employment relationship between the parties
- by signing this agreement, the parties intend to regulate all relationships between them

#### THE PARTIES HEREBY AGREE AS FOLLOWS

a co-operation agreement is hereby signed under the following terms and conditions:

##### 1. Subject of the agreement

The consultant undertakes to work on an ongoing basis for .....  
In particular, the service will consist of .....

##### 2. Qualification of the agreement

The parties give their mutual assurance that the relationship that is the subject of this agreement is to all intents and purposes self-employed and professional in nature and does not entail any employment relationship. Consequently, no employment relationship other than that indicated in this agreement may be established.

##### 3. Methods of performance

The collaborator undertakes to carry out the assignment personally. The collaborator shall be completely independent in the performance of their duties.

**4. Place of work**

The service may be performed .....

**5. Duration**

The agreement will be valid from ..... until ....., excluding any tacit renewal.

**6. Confidentiality**

The consultant guarantees that the information ..... that comes to their knowledge will be kept strictly confidential and may not, in any way, be used or disclosed for any purpose other than that strictly related to the performance of the service.

The consultant also guarantees the utmost confidentiality and protection of the data contained in the files, the data processed and the documents and information received.

**7. Remuneration and method of payment**

The remuneration for the services provided for in this contract is set out at .....

The fees and remuneration accrued by the consultant will be billed periodically .....

The remuneration will be paid with ..... and credited to the c/a no. ....  
....., CAB ....., ABI ....., in the name of the consultant with the branch .....

**8. Expenses**

The expenses for the performance of the service shall be borne entirely by the consultant and nothing shall be charged to ..... or may be charged by producing the necessary supporting documentation.

**9. Withdrawal**

The parties may terminate this agreement before its expiry by giving at least 60 (sixty) days' notice to the other party by registered letter with return receipt or by certified e-mail.

**10. Disputes**

In the event of any disputes, the collaborator declares to accept the jurisdiction of the Court of .....

**11. Registration fees**

This agreement is one of the agreements provided for by art. 10 of the second part of the Tariff attached to Presidential Decree no. 131 of 26 April 1986 and in the event of registration it shall be subject to a fixed registration tax payable by the party requesting registration.

**12. Final provisions**

For all matters not expressly provided for in this deed, the parties expressly refer to the provisions contained in Book V, Title III, Chapter I of the Civil Code.

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.

Read, approved and signed in ....., on .....

For the Client

The Collaborator

\_\_\_\_\_

\_\_\_\_\_

## 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]

\_\_\_\_\_

\_\_\_\_\_

## ANNEX C

### Real estate loan for use agreement

Signed today, ...../...../....., on .....

BETWEEN

Arch. .... (Tax Code.....) with practice in..... (hereinafter lender)

and

Arch. .... Ukrainian citizen with practice in .....(hereinafter borrower),  
pursuant to articles 1803 and following articles of the Civil Code

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Arch. .... grants the portion of the building they own (or rent), as per the attached plan, located in ....., used as a professional firm, on a loan for use free of charge to ....., a Ukrainian citizen, who was granted temporary protection on ...../...../..... and consequently a temporary residence permit until .....
2. The premises granted on loan for use must be exclusively intended for use as temporary professional architectural practice. The intended use may not be changed. Should the agreed use be changed due to the actions of the borrower, or should the Ukrainian architect ..... cease their activity in Italy, the contract will be considered terminated by law, with immediate restitution of the portion of the building granted on loan for use.
3. The duration of this contract is established between the parties for the duration of the lawful permanence of the Ukrainian Arch. .... in Italy, and in any case not beyond the validity of their temporary residence permit. The contract may also not be tacitly renewed, and no need for a withdrawal or notice of termination will be necessary for its termination. Upon the expiry of the agreed term above, the borrower is obliged to return the portion of the property covered by this contract. However, in the event of an urgent and unforeseen need on the part of the lender, they may demand its immediate return, even during the agreed term. The borrower may return the property even before the deadline established in this article.
4. At the end of the loan for use, the borrower undertakes to return the property to the lender in its current state.
5. Except with the written consent of the lender, the borrower is expressly forbidden to transfer this contract, or to grant third parties, for any reason whatsoever, the use of the property. Violation of the above prohibitions will result in the ipso jure termination of this contract and the right for the lender to request the immediate release of the property.

6. Upon the expiry of the contract, the improvements, repairs or modifications made by the borrower will remain with the lender without any obligation to pay compensation, even if carried out with the lender's consent. The execution of works in contrast with the urban-planning regulations in force will result ipso jure in the termination of the contract due to the fact and fault of the borrower. Silence or acquiescence on the part of the lender with respect to a change of use, unauthorised works, or the transfer of the contract, which may occur, shall not imply implicit acceptance, but shall only have the value of tolerance without any effect in favour of the borrower.

7. The borrower is directly liable to the lender and third parties for any damage caused by their fault (and undertakes to take out an appropriate insurance policy).

8. For anything not expressly established and contemplated in this contract, the regulations of the Civil Code and other laws in force regarding loans for use shall apply.

9 - The parties guarantee that all information that they will become aware of in the course of the loan for use agreement will be kept strictly confidential and may not, in any way, be used or disclosed for any purpose whatsoever.

Pursuant to the provisions of the European Regulation for the Protection of Personal Data 2016/679 (General Data Protection Regulation, "GDPR"), the parties mutually acknowledge that the personal data, compulsorily provided for the conclusion of this contract, shall be subject to computer and/or manual processing and may be used exclusively for the fulfilment of contractual obligations, the administrative management of the loan for use relationship, relations with public administrations and judicial authorities and for legal fulfilments relating to civil, tax and accounting regulations.

Read, approved and signed

The lender

The borrower

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