

FONDAZIONE BRUNO KESSLER

GUIDELINES
FOR THE CONFERMENT OF WORK ASSIGNMENTS –
OCCASIONAL COLLABORATION AGREEMENTS
Pursuant to art. 2222 et seq. of the Civil Code

Table of contents

- **Subject**
- **Definition**
- **Scope**
- **General provisions**
- **How should collaborations be carried out**
- **Collaborator confidentiality obligations**
- **Duration of the contract and compensation**
- **Code of Conduct**
- **Transitional and final provisions**

1 - SUBJECT

These guidelines govern the conferment of occasional work assignments to staff external to the Foundation.

The assignments covered by these guidelines are considered work activity pursuant to art. 2222 et seq. of the Civil Code.

2 – DEFINITION

An employment relationship of occasional nature is defined as the relationship in which the activities have as their object the execution of previously determined work or service, with the disbursement of a compensation, through mainly one's own work, without subordination, with organizational and operational autonomy, which ends with the completion of a single occasional task, not be repeated over time.

Such employment relationship, like subordinate and quasi-subordinate employment relationships, requires for non-EU citizens, the procedure of online work authorization application through the website of the Ministry of the Interior endorsed by the Employment Service of the Autonomous Province of Trento and a working visa for scientific research purposes (Art. 27b Immigration) (reference: welcomeoffice@fbk.eu).

3 – SCOPE

The assignments covered by these guidelines may be conferred by the Foundation – in the person of the Cost Center Coordinator and/or of the Project Manager – to meet those needs that cannot be fulfilled with current staff.

The foundation can confer individual occasional collaboration work assignments, to professionals with recognized skills, only in the presence of the following prerequisites:

- The object of the work activity, that the collaborator is required to carry out, not in coordination with the activities of the Foundation, must coincide with specific and determined projects;
- There is no functional inclusion of the activity inside the organization;
- The applicant must have previously ruled out the objective possibility of using the human resources available inside the organization;
- The work activity must be of temporary nature and highly qualified even if not professionally practiced;
- The duration, the place of work and the object must be previously defined.

4 – GENERAL PROVISIONS

The procedure for establishing an occasional collaboration relationship agreement has to be initiated, **at least five working days prior to the start date thereof**, as follows:

1. Upon authorization by the involved Supervisor, log onto <https://my.fbk/app> and click on “Requests” and “*Richiedi Prestazione Occasionale*”, and fill required fields.
2. Once the request is submitted, the system will generate a ticket that will be sent to help-segr@fbk.eu.

3. When the ticket is processed by an operator, the system will run a check on the budget balance.
4. The system will send an email to the future consultant requesting him/her to provide their personal information. Once this step is completed, the system will alert the operator who, at that time, will be able to prepare the procedure.
5. The system will send an authorization request to the supervisor for the purposes of initiating the paperwork.
6. A few days before the expiration date of the contract, the system will send an email to the Coordinator who will state whether or not the resource has actually completed the work.
7. Once authorized by the supervisor, the operator will print the invoice, send it to the consultant for it to be signed and enter it on the Inaz software system.

5 – HOW SHOULD COLLABORATIONS BE CARRIED OUT

The employee, when carrying out the assignment, is not subject to time constraints. Without prejudice to the autonomy of the collaborator in the method of achieving the objectives of the assignment received, he/she will agree with the Supervisor who has conferred him/her the assignment, the timing and manner of performance of the service, the use of the work place and the technical tools, if provided by the structure. In the event that the use of technical tools require knowledge of specific procedures, it will be the foundation to enable appropriate specific information actions. For the sole purposes of assessing the compliance of the results with the requirements, and its functionality with respect to the previously determined goals, the Coordinator who has conferred the assignment must periodically check the method of performance of the tasks assigned.

6 – COLLABORATOR'S CONFIDENTIALITY OBLIGATIONS

Unless otherwise agreed by the parties, the employee can carry out its activities for multiple clients. The employee cannot carry out activities for competing clients for the whole duration of the work activity. All data and information, which the employee will come into possession while carrying out his/her work activities should be considered confidential and disclosing it is strictly prohibited.

7 – DURATION OF CONTRACT AND COMPENSATION

The occasional collaboration will have a cumulative duration, even fractionally, of not more than thirty calendar days. The gross annual compensation that the occasional consultant is allowed to receive, cannot exceed € 5,000.00 (five thousand). The amount of the compensation for the service will be determined based on the characteristics of the activity to be carried out, and the effort required. The Foundation may acquire, if deemed appropriate, for specific types of occasional collaboration (e.g. seminars and conferences), suitable documents designed to define the overall limits of expenditure. Payment of the work activities will take place on presentation of the appropriate invoice, after ascertaining the regular execution of the assigned activities, stated with signature, at the bottom of the invoice by the Coordinator who conferred the assignment.

8 – CODE OF CONDUCT

The occasional collaborator is required to read the provisions set forth in the Code of Conduct, which he/she must scrupulously follow:

<http://www.fbk.eu/it/codice-di-comportamento>

9 – TRANSITIONAL AND FINAL PROVISIONS

For matters not directly covered by these guidelines, art. 2222 et seq. of the Civil Code, in addition to all laws and regulations regarding occasional self-employment. Apply.