

WHEREAS

Dipartimento di Scienze Molecolari e Nanosistemi Università Ca' Foscari Venezia Campus Scientifico – Via Torino 155, 30170 Mestre (VE) P.IVA 00816350276 - CF 80007720271 www.unive.it/dsmn

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PUBLIC CALL

FOR THE ALLOCATION OF TEACHING ASSIGNMENTS IN STUDY COURSES

THE HEAD of

Department of Molecular Sciences and Nanosystems Ca' Foscari University of Venice

the Statute of Ca' Foscari University of Venice;

	and character or our recount crime or remove,
WHEREAS	Presidential Decree No 382 of 11.7.1980;
WHEREAS	Decree Law No 165 of 30.03.2001, and specifically Article 7, para. 6;
WHEREAS	Pursuant Decree Law of 25 June 2008, no 112, and specifically Art. 46; converted
	into Law No 133 of 06.08.2008;
WHEREAS	Law No 240 of 30.12.2010, and specifically Article 23;
WHEREAS	the University Teaching Regulations issued with Rector's Decree No 726 of
	27.11.2012;
WHEREAS	the Code of Ethics and Conduct of Ca' Foscari University issued by Rector's Decree
	No 1116 of 5.11.2019;
WHEREAS	Ca' Foscari's Code of Conduct to Prevent and Combat Harassment issued with
	Rector's Decree no 1345 of 18.12.2024;
WHEREAS	the Personal Data Protection Regulations of Ca' Foscari University issued by
	Rector's Decree No 190 of 22.02.2021;
WHEREAS	the Academic programmes Regulations;
WHEREAS	the Regulations for the allocation of teaching assignments and integrated teachings
	in the courses of study issued by Rector's Decree No 337 of 4.05.2011 and
	subsequent amendments and integrations (hereinafter referred to as "Regulations");
WHEREAS	Regulations for self-certification and verification of the teaching and student service
	duties of faculty and researchers pursuant to Article 6, paragraph 7 of Law no.
	240/2010 issued by R.D. no. 346 of 26.06.2012 and subsequent amendments and
	integrations;



the Regulations for non-institutional assignments of the management, administrative
staff, and Expert Language Collaborators (CEL) issued by Rector's Decree N. 965
of 22.12.2017;
the Inter-ministerial Decree No 313 of 21 July 2011;
the Resolution of the Board of Directors No 112 of 7.10.2011;
the resolution of the Academic Senate of 26/10/2022 concerning language skills of
faculty members teaching in international Programmes;
the teaching programme for the academic year 2025/2026 as approved by the
Department Board of 18/12/2024;
the resolution of the Department Board of 21/01/2025 approving the issuing of this
call;
Resolution of the Academic Senate of 25/02/2025 concerning the University
Educational Offer for the academic year 2025/2026;
Resolution of the Board of Directors of 07/03/2025 concerning the approval of the
University Educational Programme for the academic year 2025/2026;
the need to hire professionals with specific skills for the performance of teaching
assignments:
the financial backing for the academic year 2025/2026 for the positions connected

INFORMS

Article 1 Subject of the Call

This public call is made to allocate teaching assignments for the academic year 2025/2026 as specified in the **following table**.

Deadline for application: 12:00 (CET) of (day) 11/06/2025

to this call

Teaching Subjects	TAF	Teaching Field	University Degree Level	Degree programmes	Location	Module credits (ECTS/CFU)	Duration in academic hours	Year	Term	Gross Remuneration (*)
CT0602 Biologia Applicata ai Beni Culturali	В	BIO/19	LT	CT60 Scienze e Tecnologie per i Beni Culturali	VE	6	48	2	2	€ 2.880



		1		1						
CT0613 Chimica e Restauro del Materiale Cartaceo	D	CHIM/03	LT	CT60 Scienze e Tecnologie per i Beni Culturali	VE	6	30	2	2	€ 1.800
CT0543 Scienza e Tecniche per La Conservazione dei Beni Architettonici	В	ICAR/18	LT	CT60 Scienze e Tecnologie per i Beni Culturali	VE	6	30	2	2	€ 1.800
CT0547 Geologia per lo studio dei Beni Culturali	В	GEO/08	LT	CTR60 Scienze e Tecnologie per i Beni Culturali	VE	6	48	1	2	€ 2.880
CT0558 Principi di economia e Gestione delle Imprese	С	SECS- P/08	LT	CT7 Chimica e Tecnologie Sostenibili	VE	6	30	3	1	€ 1.800
CT0354 Sicurezza di Laboratori ed Impianti	O	ING- IND/27	LT	CT7 Chimica e Tecnologie Sostenibili	VE	6	48	3	1	€ 2.880
CT0575 Fondamenti di automatica	В	ING- INF/04	LT	CT8 Ingegneria Fisica	VE	6	48	3	1	€ 2.880
CT0610 Imprenditorialità e innovazione	С	ING- IND/35	LT	CT8 Ingegneria Fisica	VE	6	30	2	2	€ 1.800
CM0596 Pharmaceutical chemistry	С	CHIM/08	LM	CM7 Chimica e Tecnologie Sostenibili	VE	6	48	2	1	€ 2.880
CM0617 Neuroimaging	D	ING- INF/06	LM	CM13 Engineering Physics	VE	6	30	2	1	€ 1.800
CM0606 Quantum optics	С	FIS/01	LM	CM13 Engineering Physics	VE	6	60	2	1	€ 3.600

(*) The remuneration indicated in the table above is set by the department in accordance with the provisions of the Regulations and is to be understood as a lump sum. Therefore, any change (increase or decrease), in the number of examinations carried out by the course provider will not affect the above mentioned remuneration.

Courses are activated subject to a sufficient number of attending students, which will be verified after the third class. The verification of student attendance is carried out by the assigned teacher and the results of this verification must be promptly communicated by the teacher to the relevant Department. If the course is not activated due to an insufficient number of students, the contract will be automatically terminated in accordance with Article 1353 of the Italian Civil Code, following formal notification from the Department to the teacher. In such cases, the work carried out by the teacher will be remunerated with



an amount proportionate to the activity performed. In any case, this payment will not exceed 20% of the salary stated in this call.

The minimum number of students required for the effective activation of the course is set at 3 students, except for newly established courses for which the minimum number of students is set at 1. After a maximum of 2 years from the activation of such courses, the Head of the Department will assess how to proceed in case the number of students is still below 3.

The teaching courses of this call are to be performed during the I and II term of the academic year 2025/2026

The calendar of classes is below (please note, that this program might be subject to slight changes):

I term: 29/09/2025 - 24/01/2026

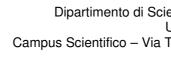
II term: 02/03/2026 - 06/06/2026

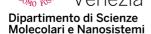
Article 2

Recipients and Incompatibility

The recipients of this call are:

- a) Faculty and Researchers (full and associate Professors, University Researchers, old-system "assistenti", fixed-term full Professors, and fixed-term Researchers) employed by Ca' Foscari University of Venice (subject to the authorisation of their original office if they belong to a different Department) or, by other Italian Universities (subject to a statement of compliance with the obligations related to the performance of extra work assignments (**nulla osta**) as provided by the administration they belong to, under Article. 53 of Decree Law No 165/2001.
 - If such statement of compliance (**nulla osta**) is not required by the regulations of the candidate's home institution, the candidate must provide a **declaration to that effect issued by the relevant authorised officer**). Conferring teaching assignments to University professors and researchers outside their regular teaching duties requires an authorisation from the structure to which they belong and a statement on their teaching load with that structure.
- b) other Italian and foreign subjects meeting the scientific and professional requirements, including also:
 - persons appointed within university structures who have carried out adequate duly documented research activities, including research fellows and doctoral students who make an exception to the incompatibility clause (see below, section "INCOMPATIBILITY");





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- foreign language assistants pursuant to Law 236/1995 in service at this or other universities, subject to authorisation by the structures;
- graduate technicians who meet the requirements under Article 50 of Presidential Decree No 382/80, with at least 3 years of teaching experience, subject to authorisation by the competent structures.

INCOMPATIBILITY

According to the Regulations on teaching assignments relevant to this call, without prejudice to other incompatibilities laid down by law, the assignments cannot be allocated to:

- subjects which are family members or relatives up to the fourth degree of the Rector, the General Director, a member of the Board of Directors, or a Professor of the contracting structure;
- full Professors currently employed for a mandate, an office, or a task among those defined under Article 13 of Presidential Decree No 382 of 11.07.1980, and subsequent amendments and integrations;
- grant-holders of the reference University or other Italian Universities as specified under Article 1 of Law 398 of 30.11.1989;
- those enrolled in doctoral courses at the University or at other universities, except those who have completed their training and research activities and no longer receive a doctoral grant because they have only the discussion of their doctoral thesis to finish their PhD.
 - N.B. Completing the training and research activities must be certified by the relevant PhD faculty committee. This certification must be attached to the application form;
- students actively enrolled in the courses offered by the structure issuing this call, except for the provisions listed for doctoral students in the previous point.

The eligibility requirements must be in order by the call's deadline.

Please note that, in accordance with the Regulations, if the appointed person receives two consecutive negative evaluations - either during the application process or regarding the work they have carried out - they will not be eligible to participate in the selection procedures for the subsequent academic year in the same academic discipline.

Article 3 **Application procedure**



Applicants must submit their application by the deadline defined under Article 1 above, and ONLY through the online procedure at the following link:

https://apps.unive.it/domandeconcorso-en/accesso/ins-dsmn-bac-01-25-144

Please note: Applicants must complete all mandatory fields and attach the necessary documents when applying. Only by doing so will they receive a personal alpha-numeric code at the e-mail address provided in the application. Until the deadline, applicants can use this alpha-numeric code to access the application and modify any uploaded information or files.

After the deadline, the link to the application page will no longer be active, and changes will not be accepted.

Applications submitted in a manner other than through the online application form and online attachments are not eligible for the selection process.

Further information about the application procedure can be requested from the DSMN Educational Programmes Office at 041 234 8509; opening hours: from Mon to Fri /from 10.00 a.m. to 12.00 p.m.

Attachments that must be included in the application are:

- 1. A copy of a valid identity document
- 2. A blind Curriculum Vitae in European format (PDF/A) (<u>unsigned copy</u>), file size: less than 1 MB (form available for download at https://www.unive.it/bandidocenzadsmn) containing no personal data such as personal contacts, tax code, cell phone number, or a photograph. The CV must list academic background and scientific publications (the Panel may request the submission of the original publications) and any other information relevant for comparison among applicants.
- 3. A signed copy (with your handwritten signature) of the same Curriculum Vitae.

Note: The Curriculum Vitae in Italian or English must summarise the elements relevant to this call:

- list of teaching and assignments actually carried out and relevant to the object of this call, including the commissioning institution or body, academic year, name of the course, programme in which the course was held (bachelor's degree, master's degree, other), number of hours or duration of the assignment; type (official course/exercises) and their evaluation (if available)
- list of publications and other scientific and teaching qualifications
- self-certification of English proficiency (compulsory in the case of applications for courses in English)





as for those applying for a contract:

- Unsigned Statement for the assignment of offices at Ca' Foscari University of Venice (PDF/A format) file size less than 1 MB (form available for download at https://www.unive.it/bandidocenzadsmn)
- 5. A signed copy (with your handwritten signature) of the same *Statement*.

PLEASE NOTE: Submitting 2 copies of the *Curriculum Vitae* and the *Statement* as requested above under 2, 3, 4 and 5, complies with the Privacy Regulations. In case you win the position, the unsigned copy of your uploaded documents will be published online at https://consulentipubblici.dfp.gov.it/ and on the University website, under the "Transparency" section [https://www.unive.it/titolari-incarichi/] pursuant to Article 53 of Decree Law No 165/2001;

in the case of staff members (faculty and researchers) already employed within Ca' Foscari University:

6. A copy of the authorisation by the Department they are currently working in or a copy of the authorisation request. (Please note: the authorisation must be submitted before the teaching is assigned.)

A statement containing information on the workload for the academic year 2025/2026 must also be submitted.

in case of staff members (General Director, managers, technical-administrative staff, Foreign Language Assistant-CEL) already employed within Ca' Foscari University

7. Copy of the authorisation as required by articles 8, 10 and 11 of the University Regulation "Disciplina degli incarichi extraistituzionali del personale dirigente, tecnico amministrativo e CEL" or copy of the submitted request (please note: the authorisation must be submitted before the teaching is assigned).

Applicants who are employed in other Public Administrations

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8. Copy of a statement of compliance with the obligations related to the performance of extra work assignments (**nulla osta**) as provided by the administration they belong to, under Article. 53 of Decree Law No 165/2001 and subsequent amendments. Please note that pursuant to Article 7, para. 2 of the Regulations, the University is entitled to ratify a contract and award the assignment to employees of Public Administrations, subject to the issue of an authorisation by that Administration, pursuant to the applicable law.

If such authorisation is not required by the regulations of the candidate's home institution, the candidate must provide a **declaration to that effect issued by the relevant authorised officer**.

Non-EU citizens applicants

9. Copy of the residence permit

For Doctoral candidates who make an exception to the incompatibility regime (see Article 2 "Recipients and incompatibility"

10. A certificate issued by the PhD Faculty Board stating that the candidate has completed training and research activities required by the PhD programme.

The candidate must also indicate in the application their contact details, valid for all legal purposes in relation to this call for applications: residential or correspondence address, email address, and telephone and/or mobile number.

The University Administration cannot be considered liable for any loss or dissemination of information caused by the incorrect communication of the applicants' address or by the late communication of changes in the address specified in the form, or for any inconvenience related to mail delivery issues, third parties, unforeseeable cases, or force majeure. The University Administration accepts no responsibility for the candidate's failure or delay in checking their email.

The information provided in the form will be used to formalise the job assignment for short-listed candidates. For this reason, any changes must be notified via mail to the Department of Molecular Sciences and Nanosystems (didattica.dsmn@unive.it).

Article 4 Evaluation and conferment

A specific Panel appointed under Article 3, para. 7 of the Regulations will carry out the assessment procedure. The Panel aims to verify the applicants' scientific and professional competencies. The Panel will shortlist the applicants according to their scientific and professional competencies, providing adequate reasons for this decision in the assessment document.

The assessment will cover the scientific-disciplinary sector related to the educational activity in question, and to the specific type of educational assignment; following the definition of the assessment criteria, the Panel will evaluate:

- previous research activities;
- previous teaching experiences, especially if performed at the University;
- publications and other academic and scientific titles;
- the overall cv;
- English proficiency (compulsory for courses in English)

The Panel is in charge of

- defining the evaluation criteria and parameters;
- verifying the applicants' eligibility
- evaluating the short-listed applicants comparatively;
- identifying eligible candidates, assessing the best candidate among the applicants, and rank top-down the final outcome;
- Draft the assignment proposal. This proposal will be submitted for approval at the first meeting of the Board of Department

In the case of certified equal professional and scientific competencies, precedence is given to University Professors and Researchers of the reference disciplinary and scientific sector.

In case of similar qualifications, preference will be given to the applicants in possession of Ph.D., medical specialisation, or equivalent certifications obtained abroad, as well as the scientific qualification defined under Article 16 of Law 240/2010, without prejudice to those employed by the University as full Professors.



For courses taught in English, advanced English proficiency will be assessed by the selection committee on the basis of the certifications that candidates must attach to their CVs. In the absence of the aforementioned certifications, candidates must detail in their CVs any educational, professional or research experience that demonstrates their English proficiency. Those who have applied for the assignment of teachings provided in English may be admitted to an interview to assess their skills.

In the case of equal qualifications and competencies, preference will be given to the younger applicant.

After the assessment procedure, the Panel will expressly state the name of the successful candidate and draft a ranking to be approved, together with the minutes describing the selection procedure, by the Department Board which will resolve the allocation of the assignments; said list will be valid up to the end of the academic year specified in this call; the Department of Molecular Sciences and Nanosystems may use it in case of future needs.

After the draft of the first ranking and short-listing, the list may be used again within the academic year of reference specified in this call. If the candidate turns down the job, the next candidate in the ranking will take their position. In this case, the candidate who has refused will remain on the list for future short-listing of the same call.

Following the resolution of the Department Board, which approves the merit ranking and confers the position, the winners will be notified by email of the assignment. Winning candidates must notify their acceptance or waiver by the indicated deadline.

The ranking and the assignments will be published online on the University website https://www.unive.it/bandidocenzadsmn 30 days max from the approval of the ranking by the Board of the Department. The publication serves as formal notification.

In pursuit of the public interest, the University reserves the right not to assign the teaching positions object of this call should it identify the availability of internal faculty or researchers to deliver the courses as part of their institutional teaching duties. The awarding of assignments is also subject to the actual activation of the courses listed in the call for applications, also taking into consideration any subsequent decisions regarding the rationalisation and optimisation of the academic offering, which may, if necessary, lead to the deactivation of certain courses.



For staff not employed by Ca' Foscari University, the University also reserves the right not to confer the assignment specified under this call if the candidate fails to comply with the maximum working hours *per capita* as provided by Article 7 para. 4¹ of the Regulation.

Further information on the evaluation procedure, on the ratification of contracts and on the formalisation of teaching assignments allocated to university employees are available at the Secretary Office of the Department of Molecular Sciences and Nanosystems (contact person Giulia Tronco - phone 0412348509 e-mail: didattica.dsmn@unive.it).

Article 5 Contract Ratification

Based on Article 4 of the Regulations, employees of Italian universities will receive a teaching assignment contract conferred by the Board of the Department; non-University subjects will receive a private-law contract of self-employment (Annex 1).

Teaching and research staff of Ca' Foscari University may only receive paid assignments if they have previously fulfilled their teaching duties in accordance with the Regulations on self-certification and verification of teaching and student service duties, as set out in Article 6, paragraph 7 of Law no. 240/2010 and Rectoral Decree no. 346 of 26/06/2012 and amendments thereto. Consequently, the payment of fees is subject to these verifications.

In any event, the University's Researchers on permanent contracts shall be paid for the hours worked in excess of the 350, if they are full-time, or 200, if they are on fixed-term contracts, in accordance with the criteria set out in Article 4 of the Regulations. This applies in accordance with the provisions of the Regulation on self-certification and verification of the teaching and student service duties of faculty and researchers, as governed by Article 6, paragraph 7 of Law no. 240/2010 and Rectoral Decree no. 346 of 26/06/2012.

Given the type of assignment and the related commitment requested from the candidate, the privatelaw contracts ratified to allocate the teaching assignment will be collaboration contracts, excluding the subjects having a VAT No.

¹ "In any case, the same candidate not employed by the University cannot be awarded teaching assignments for Bachelor, Master, and Ph.D. courses for a total amount of hours exceeding 120 per University academic year, without prejudice to motivated and extraordinary teaching/University needs,

and, in any case, not exceeding the maximum threshold of 180 hours."

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The contracts can be ratified with employees from other Public Administrations, provided that they have submitted to the Department or relevant structure either the authorisation (**nulla osta**) to undertake the assignment as required by this call for applications, **or** a **declaration from the competent official confirming that such authorisation is not required** by the candidate's home institution (see previous Article 3.8).

The foregoing shall be without prejudice to the laws governing the allocation of remunerated posts to public employees with full-time contracts.

Based on Article 9 of the Regulations, the maximum duration of the awarded contract is one academic year. If necessary, it can be renewed annually for a total of five years, provided that financial coverage is ensured and a positive assessment of the job performance is submitted.

Upon the contract's ratification, the candidate might be required to sign the original paper document or the electronic document using a digital signature.

Successful candidates must verify that they possess an adequate device to create a digital signature in line with the standards set out by *AGID-Agenzia per l'Italia Digitale* (Agency for Digital Italy) (https://www.agid.gov.it/it/piattaforme/firma-elettronica-qualificata/prestatori-di-servizi-fiduciari-attivi-in-italia). If not, they are required to obtain such a device and the signature in time.

Over the whole duration of their contract, the Contract Holders undertake not to carry out activities that may result in a conflict of interests with their teaching assignment or may be harmful to the University. The assignment holders (contract or collaboration) other than employees of Ca' Foscari University of Venice, undertake not to exceed the maximum total teaching hours for official courses in the different structures of the University, for the academic year 2025/2026, as provided under Article 7 para.4 of the Regulations.

As for the termination of the contract, the provisions stated under Article 10 of the Regulations, this call, the applicable law, and the contractual terms apply.

Non-EU citizens applicants:

Non-EU applicants residing in Italy:

the ratification of teaching contracts is subject to the possession of a residence card/residence permit for long-term EC residents or a residence permit enabling to work in Italy for the whole duration of the



teaching contract. A copy of the said document shall be attached when applying for the call to perform all legal verifications and obligations.

Non-EU applicants not residing in Italy:

After signing the contract and before the beginning of the lessons, the contract holder must produce documents certifying the obtaining of the residence permit for foreign citizens according to the procedure for a regular entry into Italy for job reasons. Otherwise the contract will be automatically dissolved by the University which will be able to proceed with the designation of another eligible candidate according with the ranking drawn up by the Panel and approved by the Department of Molecular Sciences and Nanosystems.

Article 6

Obligations of Contract Holders

Contract Holders shall guarantee the performance of all activities connected to the assigned teaching task and other activities related to the educational planning of the Department of Molecular Sciences and Nanosystems according to the programme to be defined by the University.

More specifically, Contract Holders shall guarantee:

- the envisaged teaching hours according to the specifications reported in the educational planning for the academic year 2025/2026 (please refer to the list of teaching assignments under Article 1 of this call);
- Meetings with the students: at least 2 hours per week during the teaching hours and the additional week (if present), in addition to a minimum of 2 hours to be distributed before each exam session;
- the performance of progress examinations at the end of the teaching course during the exam sessions, arranged over the academic year according to the schedule available on the University website at https://www.unive.it/calendario

Successful applicants are, henceforth, required to consent to the planning and organisation of their teachings in terms of location, timetable, teaching hours, and management of the lesson register, as defined by the University.

The teaching hours are distributed across 5 weekdays unless otherwise specified due to the teaching needs of the Study courses. The Contract Holder shall define the syllabus, in agreement with the Board

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of the specific Study course and published by the Contract Holder in the relevant web section (Syllabus teachings - https://www.unive.it/data/5252/), by 15 days from the ratification of the contract.

The Contract Holder shall also publish the learning resources — video-lessons, handouts, and links for further study, self-assessment tests, if any, etc....— on the University e-learning platform https://moodle.unive.it/ and use the technological resources to carry out the lessons if required by the University.

The Contract Holder may assist students in their graduation theses and act as a member of the graduation committee for at least 12 months after the expiration of the contract.

The remuneration will be paid after the expiration of the contract and following the verification of the regular performance of all contractual obligations of the Contract Holder.

According to any indications and requests on behalf of the competent teaching structure, Contract Holders are required to modify the organisational aspects of the assignment contracted to them (see Article 1).

The Contract Holder shall comply with the contractual obligations for full Professor as defined under the University Regulations, where applicable, and the Code of Conduct to Prevent and Combat Harassment of Ca' Foscari University of Venice, and shall notify the University, at least 30 days in advance, in case of early termination of the contract for just cause.

The Contract Holder undertakes to post their *curriculum vitae* in European format and any information related to their teaching assignment (e.g., teaching schedule) on the University website according to the indications and procedures provided by the Secretary Office of the Department of Molecular Sciences and Nanosystems.

The Contract Holder also undertakes to submit the contract, duly signed, to the Secretary Office of the Department 15 days before the starting date envisaged in the contract. Any changes to this term shall be expressly agreed upon with the Secretary Office of the Department of Molecular Sciences and Nanosystems.

The gross remuneration for the appointments, with the specifications set out in the list of advertised courses in Article 1, is established by the Department based on the Regulations.

Article 7 Processing of personal information

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Ca' Foscari University of Venice (Dorsoduro n. 3246, 30123 Venice, PEC/certified mail protocollo@pec.unive.it), Data controller, will process the personal information provided by the

candidates, or otherwise acquired by the University, only for the selection procedure, in compliance with

applicable EU and national regulations (EU Regulation 2016/679/EC and 196/2003). The provision of

such data is required to assess the applicants' requirements and certifications. For further information,

please read the privacy policy available for download at

<u>https://www.unive.it/informativacandidatiselezione</u>. For any doubts, advice or requests, please contact

the Data Protection Officer at the following email address: dpo@unive.it.

Classes taught by the Contract Holders may be video recorded and subsequently made available online

for students, in accordance with the University's instructions.

Article 8

Reference

For matters not addressed in this call, please refer to the provisions of the University Regulations and

the general provisions set out by law, as applicable.

Annex 1: Contract template

THE HEAD OF THE DEPARTMENT OF MOLECULAR SCIENCES AND NANOSYSTEMS

Prof. Maurizio Selva

(Digitally signed following ex art.24 Legislative Decree 82/2005 (CAD) et seq.)

Endorsed by THE HEAD OF THE ADMINISTRATIVE PROCEDURE THE SECRETARY OF THE DEPARTMENT Sig.ra Sonia Barizza

Venice.

Annex 1: Contract template

DISCLAIMER: The English version is a translation of the original in Italian for information purposes only. In case of a discrepancy, the Italian original will prevail.

BETWEEN

Ca' Foscari University of Venice - De	epartment of	. [o altra struttura], hereinafter			
referred to as "University", located in	Venice, Dorsoduro 3246, tax	code 80007720271, represented			
under the Rectoral Decree n. XXXXXX	, by Professor	in his or her capacity as Director			
of the Department of	[o altra struttura], domiciled	for this purpose at the seat of the			
Department/[o altra struttura] in					

AND

Mr. / Mrs. XXX born in XXXX on XXX, with permanent residency in XXX (XXX) street XXX n. XXXX postcode XXX tax code XXX hereinafter referred to as "PROFESSOR",

- WHEREAS Law No 240 of 30.12.2010, and specifically Article 23;
- WHEREAS the applicable provisions of the Civil Code and, in particular, the provisions of Book
 IV, Titles I and II, and Book V, Title III;
- WHEREAS the Regulations for the allocation of teaching assignments and integrated teachings in the courses of study issued by Law No 240 of 2010, Article 23, Rectoral Decree No 337 of 4 May 2011 and subsequent amendments and integrations (hereinafter referred to as "Regulations");
- WHEREAS the University Teaching Regulations;
- WHEREAS the Ethical and Conduct Code of this University issued by Rectoral Decree No. 1116 of 5/11/2019;
- WHEREAS the UNIVERSITY Code of Conduct to Prevent and Combat Harassment;
- WHEREAS the Personal Data Protection Regulations of Ca' Foscari University issued by Rectoral Decree No 190 of 22/02/2021;
- WHEREAS the call of selection, protocol no. XXX of XXX, for carrying out paid teaching assignments for the academic year 2025/2026 issued by the Department of [o altra struttura] which is an integral and essential part of this contract even if not physically attached;
- WHEREAS the outcome of the announcement referred to in the preamble above, published on the bulletin board of the Department [o altra struttura] and on the University's website, throughout which the Department [o altra struttura] has notified the assignment of the teaching position specified below to the Professor (the Department Council/[o altra struttura] at its meeting of XXXX shall approve the ranking and the allocation of the assignment);

IT IS HEREBY AGREED AND STIPULATED AS FOLLOWS

Article 1 - Identification of the parties and value of the introduction

The identification of parties, as well as the introduction are integral and essential parts of this act.

Article 2 - Subject of the contract

- 1. This contract is stipulated between the UNIVERSITY and the PROFESSOR for carrying out a paid teaching assignment for the academic year 2025/2026.
- 2. For the purposes of art. 2, paragraph 26, of law no. 335/1995, and art. 34 of law no. 342/2000, the above-mentioned service is considered a coordinated and continuous collaboration, does not give entitlement to social security and welfare benefits, except as provided for by the aforementioned art. 2 of law no. 335/1995 and later amendments and integrations, and does not entitle the holder to take up a post at the University.
- 3. In any case, the precautionary suspension of the selection procedure by the Judicial Authority is a suspensive condition of this contract and does not require prior notice; given that the selection procedure represents a prerequisite for the contract.
- 4. In any case, the cancellation of the selection procedure is a condition for the termination of this contract, without prior notice.

Article 3 - Statements and obligations of the PROFESSOR

- The PROFESSOR, under art. 18 c. 1 lett c) of law 240/2010, hereby states that he/she does not have kinship relationships of any kind, up to the fourth degree of consanguinity, with the Rector, the General Manager, a member of the University Board of Directors or with any Professor belonging to the institution that awards this contract.
- 2. The PROFESSOR is aware that the results of the evaluation questionnaires on their teaching (courses and Degree Programmes) filled in by students are published on the University website, without indicating the names of the Professors.
 - Furthermore, the PROFESSOR hereby gives his/her authorization for any videotaping of lectures, and he/she agrees to make them available online within the terms set by the University.
- 3. The PROFESSOR agrees to provide the UNIVERSITY with his/her intellectual work as a visiting professor for teaching "XXXXX" in the Department of XXXX [o altra struttura] as stated in the announcement issued by the Department [o altra struttura] and referred to in the introduction, for the academic year 2025/2026.
- 4. The PROFESSOR, in carrying out this assignment, shall use due diligence as required by the nature of the service and in the best interests of the University.
- 5. The PROFESSOR, as determined by the Department [o altra struttura] is required to carry out XXX hours of lectures and other teaching activities, along with other teaching-related services dedicated to students, including student reception hours, as decided by the Department [o altra struttura].
- 6. The PROFESSOR agrees to observe the class schedule as defined by the relevant teaching department and he/she also agrees to keep an updated register of lessons, which serves as self-certification to be filled in and submitted for validation as required by the UNIVERSITY.
- 7. The PROFESSOR is required to carry out the activities listed under article 8 of the Regulations, and, in particular, to chair the committee of all the examinations scheduled for the academic year 2025/2026, according to the calendar that will be drawn up by the relevant teaching department,



- and also to take care of registering the test results according to the time and the procedures set by the UNIVERSITY.
- 8. The PROFESSOR, within 15 days from when he/she signs this contract, is required to upload the teaching program (as agreed with the Teaching Committee of the Degree Programme), the bibliography and other required information (Syllabus) on the relevant web area of the UNIVERSITY website, according to the procedure set out by it.
- 9. The PROFESSOR agrees to upload his/her curriculum vitae in European format and other teaching information on the web page provided by the University, according to the instructions and procedures that will be provided by the Department Secretariat [o altra struttura].
- 10. The PROFESSOR agrees to post on the University e-learning platform https://moodle.unive.it/ any course-related teaching materials, such as video lectures, notes, in-depth links, self-assessment quizzes (if any), and others, by arranging the terms and conditions with the Teaching Secretariat of the Department/Structure, and to use, whenever required by the University, the technological resources for carrying out the lectures.
- 11. The PROFESSOR, when accepting the role of student supervisor, guarantees his/her own tutoring and support to any of his/her students, as well as his/her presence at their thesis discussions, at least for 12 months after the termination of the contract.
- 12. The PROFESSOR is required to schedule a time for student reception, which may be performed in person or online, as agreed upon with the Department [o altra struttura], at least XXXXXX during teaching activities, and to use the electronic mailbox provided by the University for exchanging information and providing support to students and to the Administration.
- 13. The PROFESSOR must carry out the assignment in person and may not employ substitutes. Given the provisions of article 4 below, whenever it is temporarily impossible for him/her to carry out the assignment, the PROFESSOR may do so at a different time, and, given the provisions of paragraph 5 above, provided that such timeframes are agreed upon in advance with the relevant academic authorities; otherwise, the payment will be proportionally reduced.
- 14. The PROFESSOR agrees to maintain the secrecy and confidentiality of any data and information he/she may acquire while carrying out this assignment.
- 15. The PROFESSOR is responsible for the proper preservation and functionality of the property and tools that were entrusted to him/her by the UNIVERSITY to allow him/her to carry out the activities under this contract, with his/her obligation to pay compensation for any damage to such property.
- 16. Pursuant to art. 53, paragraph 14, of Legislative Decree 165/2001, the PROFESSOR hereby states that there are no existing or potential conflicts of interest with the assignment subject of this agreement or with the University. As provided for in art. 7 of the Regulations, for the duration of the contract, the PROFESSOR also agrees not to carry out activities involving any conflict of interest, even potential, with the specific teaching activities performed or that otherwise may be detrimental to the UNIVERSITY.
- 17. The PROFESSOR may only use the title "visiting professor of Ca' Foscari University of Venice" during the term of this contract, specifying the name of the course. Any misuse will be prosecuted by the UNIVERSITY in accordance with the law.

Article 4 - Duration of the contract

- 1. This contract shall commence on XX/XX/XXXX and end on XX/XX/XXXX.
- 2. The PROFESSOR agrees to send this contract, properly signed in its entirety to the UNIVERSITY, XXXX days before the indicated effective date.
- 3. Under the current rules, the position may be suspended for maternity, paternity, adoption or foster care.



- 4. In any case, the position remains suspended if so required by the provisions relating to safety in the workplace and by the risk assessment concerning the location where this contractual work is carried out.
- 5. In the cases provided for in the previous paragraphs, the natural expiration of the contract shall not be affected by the suspension of the assignment, nor the contract shall be extended, unless the relevant teaching department decides otherwise.
- 6. In the event of illness or injury of the PROFESSOR, the assignment shall be suspended, for as long as the service is uncollectible, without the contract being extended upon expiration or the aforementioned period being postponed for teaching, unless otherwise determined by the relevant teaching department.
- 7. If the illness or injury suspension exceeds a total of one-sixth of the duration of this contract, the UNIVERSITY may terminate this contract without notice.
- 8. However, all circumstances of suspension of the assignment by the PROFESSOR provided for in this article shall result in the UNIVERSITY suspending its payment. Therefore, the University shall recalculate the amount of money to be paid, based on the performed activities and on how resourceful he/she has been to the Administration, information provided on the report of the relevant teaching department.

Article 5 - Insurance coverage and payment

- In accordance with the law, the PROFESSOR is covered by the INAIL injury insurance, whose cost
 is shared between the parties. The gross compensation indicated below includes the INAIL
 insurance premium paid by the PROFESSOR.
- 2. The gross payment to be paid for the service, and subjected to this contract, amounts to XXXX,00€= (......00 euro) as determined by the Department [o altra struttura]. Furthermore, the lump sum payment will be made after the expiration of the contract and after the Department [o altra struttura] has verified the regular progress of all required activities, as well as the PROFESSOR's fulfillment of his/her contractual obligations.
 - The remuneration indicated above is to be understood as a lump sum. Therefore, any change (increase or decrease) in the number of examinations carried out by the course provider will not affect the above mentioned remuneration
- 3. If the course does not take place because of a shortage of students or because of new teaching requirements, the PROFESSOR will be paid a proportionate amount for his/her work, which shall not, however, exceed XX% of the amount provided for in the previous paragraph.
- 4. The gross pay will be subject to tax and social security system according to the law.
- For the duration of the assignment as specified in article 4, the UNIVERSITY shall ensure to provide
 for the third party liability insurance coverage with its own budget, in accordance with the
 contractual limits of the policy.

Article 6 - Termination of the contract

- 1. Pursuant to article 1456 of the Civil Code, the contract may be terminated in the event of the following:
 - a) unjustified failure or delayed start of the work activity;



- b) unjustified interruption of work for longer than three days. The only justifiable circumstances for delays or interruptions are serious health reasons or other cases of force majeure, which must be duly substantiated and promptly notified to the Department [o altra struttura];
- c) any incompatibility system violation as established by current general and University rules and, in particular, by the Regulations;
- d) any violation of the principles and rules of conduct provided for in the UNIVERSITY's Codes
- 2. The automatic termination of the contract is also foreseen, pursuant to Article 1353 of the Italian Civil Code, in the event that the minimum number of students required for teaching is not reached, verified according to the methods indicated in Article 1 of the Call cited in the introduction; in this case, the activity carried out by the Teacher will be remunerated with an amount commensurate with this and which in any case cannot be higher than 20% of the compensation indicated in the previous Article 5 "Insurance coverage and payment".
- Under Article 3 of this contract, if the PROFESSOR is accountable for any serious failure or violation
 of his/her obligations, the UNIVERSITY may terminate this contract upon the specific request of the
 relevant teaching department, which will provide written notice to the PROFESSOR to comply within
 XXXX days.
- 4. Upon circumstantial request by the relevant teaching department, the University may terminate this contract by sending written notice to the PROFESSOR at least XX days in advance, and by only paying a share of the salary, calculated in relation of the performed activities and on how resourceful he/she has been to the Administration, information provided on the report of the relevant teaching department, without entitling the PROFESSOR to claim for damages.
- 5. The PROFESSOR may terminate this contract for "giusta causa" by giving written notice to the University at least 30 days in advance.
- 6. In the event of default, even though caused by force majeure, the provisions contained in Book IV, Title II, Chapter XIV of the Italian Civil Code shall apply.

Article 7 - Intellectual property

On intellectual property and patents, the regulations in force shall apply.

Article 8 - the Ethical and Conduct Code and Code of Conduct to Prevent and Combat Harassment

- 1. The PROFESSOR, by signing this contract, hereby states that he/she has read and acquired a copy of the UNIVERSITY Ethical and Conduct Code and Code of Conduct to Prevent and Combat Harassment available in electronic format on the UNIVERSITY website www.unive.it.
- 2. The PROFESSOR further agrees to comply with the general principles in the aforementioned Codes when carrying out his/her contractual obligations.

Article 9 - Communications between the parties and personal data protection

- 1. Any contract related communication must be made in writing and will be deemed effectively executed upon receipt thereof, if sent by Certified E-Mail or registered letter with return receipt, provided that it is addressed as follows:



b) if addressed to the PROFESSOR: XXXXXXXXXXXXXXXXXX and/or via PEC to the address: xxxxxxxx

namely, the different address that each contracting party may communicate to the other in line with the aforementioned provisions, it being understood that the parties hereby appoint their domicile for all purposes of this contract at the above-mentioned addresses.

2. In accordance with EU Regulation n. 2016/679 ("GDPR"), Legislative Decree n.196/2003 as amended, and other data protection legislation from time to time applicable, the UNIVERSITY informs the PROFESSOR that the personal data collected by UNIVERISTY is necessary for the performance of the contract. Personal data is processed by the UNIVERSITY lawfully, fairly and in a transparent manner as well as in accordance with the principles provided for by art. 5 of the GDPR. The PROFESSOR, as a data subject, can, in the cases provided for by the GDPR, exercise the following rights: the right to access his/her personal data, the right to rectification, the right to erasure, the right to data portability, as well as the right to restrict and object to the processing of personal data (articles 15 and following of the GDPR). The above-mentioned rights can be exercised by contacting the Data Protection Officer (DPO) at dpo@unive.it or by sending a communication to: Ca' Foscari University of Venice - Data Protection Officer, Dorsoduro 3246, 30123 Venice. For further information on the processing of personal data, please read the complete privacy notice at: https://www.unive.it/pag/40200/.

Art. 10 – Appointment as "Autorizzato al Trattamento" (Authorised Person) and as "Referente Interno – Responsabile Scientifico" (Internal Contact Person – Principal Investigator)

- 1. The PROFESSOR undertakes to comply with the provisions of the Regulation regarding the protection of personal data of Ca' Foscari University of Venice, the related Annexes, as well as with Rectoral Decree no. 1596 of 14/12/2021. In particular, the Rectoral Decree includes his/her designation as "Autorizzato al Trattamento" (Authorised Person) for the processing of personal data within the UNIVERSITY activities and provides the PROFESSOR with specific instructions that must be complied with.
- 2. If the PROFESSOR takes part in research activities, he/she also undertakes to comply with the "Deontological rules for the processing for statistical or scientific research purposes published pursuant to art. 20, paragraph 4, of the Legislative Decree 10 August 2018, n. 101 19 December 2018 of the Italian Data Protection Authority".
- 3. If the PROFESSOR holds the position of Principal Investigator (for example, he/she coordinates research activities, he/she is the scientific contact person of a funded research project, tutor of research fellows, PhD supervisor, etc.) he/she also accepts the designation as "Referente Interno Responsabile Scientifico" (Internal Contact Person Principal Investigator) in accordance with the Rectoral Decree no. 1595 of 14/12/2021 and undertakes to adhere to the instructions provided therein.
- 4. The Regulation on the protection of personal data of Ca' Foscari University of Venice, the Rectoral Decrees no. 1596 of 14/12/2021 and no. 1595 of 14/12/2021 are available at: https://www.unive.it/pag/44354/.

Article 11 - Tax burden

1. Pursuant to article 25, annex B) of Presidential Decree 26.10.1972, no. 642, this contract is exempt from stamp duty.



2. This contract shall be drawn up on plain paper/[oppure]: shall be written and signed electronically and must be registered only if used, by and at the expense of the requesting party, as per article 10 of the Tariff, part two of D.P.R. 26/04/1986, no. 131.

Article 12 - Dispute Resolution

- 1. The contracting parties agree to amicably settle any dispute that may arise as a result of interpretation or application of this contract.
- 2. If such agreement cannot be reached, the Court of Venice shall have exclusive jurisdiction to settle the dispute.

Article13 - Final and referral provisions

- 1. For all matters not explicitly provided for, this contract is subject to art. 2230 and following of the Civil Code and to the Regulations, which the PROFESSOR hereby declares to have read.
- 2. Any legal communication related to this contract shall be issued by the UNIVERSITY.
- 3. The UNIVERSITY shall ensure equal treatment for men and women. [The use of masculine gender in this document refers to both genders and thus only responds to the need for textual simplicity]
- 4. This contract is drawn up in Italian language. This English translation is provided for information purposes only.

Pursuant to and for the effects referred to in article 1341 of the Italian Civil Code, the parties hereby declare that they have read and expressly approved the following of this contract: articles 1 (Identification of the parties and value of the introduction), article 2 (Subject of the contract), article 3 (Statements and obligations of the PROFESSOR), article 5 (Insurance coverage and payment), article 6 (Termination of the contract), article 8 (the Ethical and Conduct Code and Code of Conduct to Prevent and Combat Harassment), article 9 (Communications between the parties and personal data protection), article 10 (Appointment as "Autorizzato al Trattamento" (Authorised Person) and as "Referente Interno – Responsabile Scientifico" (Internal Contact Person – Principal Investigator)) article 12 (Dispute Resolution) and article 13 (Final and referral provisions) of this contract.

The PROFESSOR	
(for reading and receipt)	
Mr./Mrs. XXXXXX	
Place and date	
Person in charge of the procedure: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	

[COMMI DA SOSTITUIRE IN CASO DI CONTRATTO CON POSSESSORE PARTITA IVA]

[Article 2 - Subject of the contract]

This contract entails a self-employed work relationship which does not give entitlement to social security benefits or eligibility for employment in the University.

[Article 5 - Insurance coverage and payment, p.1 - 3]

- 1. The PROFESSOR hereby declares that he/she holds a VAT number. When the amount due is paid, he/she shall issue a regular invoice.
- 2. The gross payment to be paid for the service, and subjected to this contract, amounts to XXXX,00 €= (......00 euro) as determined by the Department [o altra struttura]. Furthermore, the lump sum payment will be made after the expiration of the contract and after the Department [o altra struttura] has verified the regular progress of all required activities, as well as the PROFESSOR's fulfillment of his/her contractual obligations.
- 3. The remuneration indicated above is to be understood as a lump sum. Therefore, any change (increase or decrease) in the number of examinations carried out by the course provider will not affect the above-mentioned remuneration