



University of Gastronomic Sciences
Università degli Studi
di Scienze Gastronomiche

**REGULATIONS FOR THE CONFERRAL OF RESEARCH CONTRACTS
UNDER ARTICLE 22 OF LAW NO. 240 OF 30 DECEMBER 2010,
AS AMENDED BY LAW NO. 79 OF 29 JUNE 2022**

*Approved by the Academic Council on 15/01/2025
and by the Executive Committee on 22/01/2025
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Regulations for the conferral of research contracts

Article 1 – Purpose and scope application

1.1 - This regulation governs the stipulation of fixed-term private-law subordinate employment contracts, referred to as research contracts, pursuant to Article 22 of Law No. 240 of 30 December 2010, as amended by Article 6-septies of Law No. 79 of 29 June 2022.

1.2 - This Regulation governs the procedures for selection, the legal framework, and the compensation payable to holders of research contracts referred to in Article 22 of Law No. 240 of 30 December 2010, hereinafter called contractors.

Article 2 - Characteristics of research contracts

2.1 - Research contracts under this Regulation are entered into for the exclusive conduct of specific research projects.

2.2 - Research contracts are funded completely or in part with the University's internal funds, with by financing from research projects, third-party activities, or other resources within the framework of agreements with external public or private entities.

2.3 – Research contracts do not confer any right of access to permanent academic positions at the University.

2.4 – Research contracts have a duration of two years and may be renewed once only, for an additional two years.

2.5 – In the case of national, European, or international research projects, research contracts have a two-year duration and may be extended by one additional year, depending on the specific needs related to the objectives and nature of the project.

2.6 – The total duration of research contracts, even if entered into with different institutions, may not exceed five years, as provided by Article 22, paragraph 2, of Law No. 240 of 2010. For the purposes of calculating the total duration of the contract under this article, periods of leave for maternity, paternity, or health reasons, in accordance with current legislation, are not counted.

Article 3 - Selection procedures

3.1 – The hiring of contractors takes place after selection procedures that ensure a comparative evaluation of candidates and transparency of the process.

3.2 – Research contracts may be signed not only following procedures carried out by the University as indicated in this Regulation, but also following evaluations conducted by Ministries, the European Union, or other national, foreign, or international public or private entities recognized within the scientific community, as part of competitive funding procedures — in compliance with principles of transparency and disclosure and based on the evaluation of the researcher's profile — that provide for the hiring of the successful candidate under a fixed-term employment contract. In this case, the contract is approved by the Executive Committee.

Article 4 - Initiation of selection procedures

4.1 – The initiation of research contracts for carrying out activities within specific research projects is approved by the Executive Committee upon the proposal of the Academic Council.

4.2 – The resolutions referred to in the previous paragraph must specify:

- a) the number of positions for which the procedure is approved;
- b) the research project or third-party activity to which the contract is linked;
- c) the scientific coordinator;
- d) the scientific-disciplinary group;
- e) any one or more scientific-disciplinary sectors falling within the same scientific-disciplinary group;

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- f) the main location where the activities will be carried out;
- g) specifics of the funding sources to be used for covering the cost of the contract;
- h) that the work commitment follows or must be consistent with the implementation plan of the research project, solely for the purposes of project reporting;
- i) that the gross comprehensive annual salary is equal to the initial salary for a confirmed researcher on a part-time contract. At the time of approval, this compensation may be increased based on the complexity of the research project, but in any case, not beyond the initial salary for a confirmed full-time researcher;
- j) the Salary and benefits of the contract.

Article 5 – Scientific coordinator

5.1 – The scientific coordinator of the research project, a faculty member of the University, is appointed by the Academic Council. In the case of funded projects, this appointment takes place after the related project proposal has been financed. The Academic Council, when appropriate, may replace the scientific coordinator with another faculty member of the University with subsequent resolution, after consulting the Rector's Delegate for Research.

5.2 – The scientific coordinator of the research project for which the research contract has been stipulated determines, in line with the project's guidelines and in consultation with the contract holder, the research program, the tasks assigned to the contract holder, and the expected research *deliverables*.

Article 6 – Call for selection

6.1 - The call for selection of the candidates, issued by Rector's decree, must include, in addition to the elements referred to in Article 4, also:

- the number of positions for which the procedure is approved;
- the research program or third-party activity to which the contract is linked;
- the scientific coordinator;
- the scientific-disciplinary group;
- any one or more scientific-disciplinary sectors belonging to the same scientific-disciplinary group;
- the main location where the activities will be carried out;
- the requirements for participation;
- the evaluation criteria indicated in article 9, paragraph 5, of this regulation, specifying the maximum scores to be assigned to each;
- the maximum number of publications each candidate may attach for evaluation purposes and the deadline for submitting applications;
- any additional qualifications required for the selection;
- useful information for the possible submission of the project proposal by candidates, if provided for in the specific call;
- the selection procedures;
- the deadline for submitting applications for participation in the selection;
- the legal, economic, and social security coverage and terms;
- the possible semi-annual report, for the purpose of evaluating the activities performed and the results achieved by the contractor.

6.2 – Adequate publicity must be given to the selection notice for research contracts by publishing it on the websites of the University of Gastronomic Sciences, the Ministry of University and Research, and the European Union portal.

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6.3 – The deadlines for submitting applications to the selection start from the day following the date of publication of the notice on the University website.

Article 7 – Selection Committee

7.1 - The Rector appoints, ensuring gender balance, for each selection procedure for the activation of research contracts, a Selection committee composed of three members chosen among professors and researchers (or subject experts) with research experience on the topics covered by the call, of which at least one must belong to the scientific-disciplinary group referred to in the call. Professors and researchers serving at foreign universities who hold an academic position corresponding to that of professor or researcher, as defined by the appropriate Ministerial Decree, may also be appointed.

7.2 - The appointment takes place after the deadline for the submission of applications.

7.3 - At its first meeting, the Committee establishes the criteria and methods for evaluating the qualifications, the project, and the interview.

7.4 - No remuneration is provided for the members of the Selection Committee.

7.5 - The Committee may use online tools for collaborative work and may hold its sessions remotely. The methods of conducting these sessions must be recorded in the minutes. The interview may also be conducted online, according to the procedures set out in the call.

7.6 - The following individuals may not be part of the Committee:

- a) those who have a relationship of marriage or kinship or affinity up to and including the 4th degree, or a civil union between persons of the same sex as regulated by Article 1 of Law No. 76 of 20.05.2016, or who are in a de facto cohabitation as regulated by Article 1 – paragraphs 37 and following of Law No. 76 of 20.05.2016, with the candidates or with other members of the Committee;
- b) those who are in a situation of conflict of interest or in a situation for which the grounds for recusal under Article 51 of the Code of Civil Procedure apply, with the candidates or with other members of the Committee

7.7 – The Following individuals may in no case be a part of the Selection Committee:

- a) temporary extraordinary professors pursuant to Article 1, paragraph 12 of Law 230/2005;
- b) professors and Researchers who received a negative evaluation in the academic year preceding the date of the rectoral decree appointing the Committee, pursuant to Article 6, paragraph 7, second sentence, of Law No. 240 of December 30, 2010;
- c) those who have been convicted, even if the sentence is not final, for crimes under Chapter I, Title II of the Book Two of the Penal Code;
- d) Professors and Researchers who are in a situation of incompatibility with participation in selection Committees for university professors due to being on leave of absence under Article 13 of Presidential Decree No. 382/1980 or other specific and explicit legislative provisions.

7.8 - Each member of the Committee must verify and declare that they are not in any of the situations of incompatibility set out in the preceding paragraphs 6 and 7.

7.9 - Participation in the Committee's work constitutes an official duty for its members, except in cases of force majeure.

Article 8 –Eligible candidates for the selections

8.1 - Both Italian and foreign candidates may apply for the selection procedures for the conferral of research contracts if, by the deadline for submitting applications for admission to the selection, they hold:

- a PhD degree or a qualification obtained abroad and deemed equivalent solely for the purpose of awarding the contract by the Selection Committee, or, for the relevant fields, a medical specialization

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degree;

or

➤ where compatible with the framework of the research program and its reporting requirements, candidates enrolled in the third year of a PhD program or in the final year of a medical specialization program may also participate, provided that the degree is expected to be obtained within six months of the publication date of the call.

8.2 - Permanent staff, hired on an open-ended contract by universities, public research institutions, and institutions whose Specialist scientific degree has been recognized as equivalent to a PhD under Article 74, paragraph 4, of Presidential Decree of July 11, 1980, No. 382, as well as those who have benefited from contracts referred to in Article 24 of Law 240/2010, are not eligible to apply for the selection.

8.3 - Individuals who have a family or kinship relationship up to the fourth degree with a professor who is a member of the Academic Council, the Director General, the Rector, or a member of the Board of Directors are also not allowed to participate in the selection.

8.4 - Any exclusion from the comparative evaluation is decided by a justified rectoral decree and notified to the person concerned.

Article 9 – Methods of conducting the selection

9.1 - The selection is carried out through a comparative evaluation of the candidates and aims to assess whether the candidates possess a scientific-professional curriculum suitable for carrying out the research activity covered by the contract.

9.2 - If expressly provided for in the call for selection, the evaluation also concerns the consistency of the project proposal submitted by the candidate with the research program covered by the selection.

9.3 - The evaluation may be supplemented by an interview aimed at verifying the candidates' aptitude for research. All admitted candidates may attend the interview.

9.4 - Candidates must attach all documentation useful for the evaluation, in the manner indicated in the notice.

9.5 - Candidates are comparatively evaluated based on the following elements:

- a. relevance and significance of previously conducted research activities, as well as any work experience, in relation to the content of the research program subject to the selection;
- b. relevance of the attached publications to the research program subject to the selection;
- c. if expressly provided for in the call, quality, originality, and innovativeness of the project proposal, with reference to the research program subject to the selection;
- d. interview aimed at evaluating suitability for carrying out the research activity covered by the contract, as well as evaluating knowledge of English and/or other languages relevant to the research.

9.6 - The Selection Committee predetermines the criteria and methods for evaluating the candidates.

9.7 - The Committee then communicates the criteria and scores adopted to the person in charge, who proceeds with their publication on the University website.

9.8 - The Committee, after adequate evaluation and based on the established criteria, jointly expresses a reasoned collective judgment and assigns the corresponding score.

9.9 - The scores assigned to the candidates based on the predetermined criteria referred to in paragraph 4 must be disclosed to the candidates before the interview takes place.

9.10 - Upon completing the evaluation, the Committee jointly expresses, for each candidate, an overall reasoned judgment and the corresponding score.

9.11 - The Committee prepares a merit ranking list based on the scores obtained by the candidates and identifies the winner of the selection.

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Article 10 - End of the selection procedure

10.1 - The Committee must conclude its work, identifying the winner, within the deadlines indicated in the call. Upon a justified proposal from the Chair, an extension may be granted by the Rector.

10.2 - If the Committee does not complete its work within the deadlines indicated in the call, the Rector will revoke the appointment by decree.

10.3 - The proceedings of the selection procedure are approved by a rectoral decree within 30 days of submission of the minutes to the competent office. The decree approving the proceedings is published on the University website, within the timeframes and in the manner established by the call, in compliance with the principles of transparency and data protection. Upon approval of the proceedings, the winner of the research contract is declared, and the ranking is approved.

10.4 - In case of withdrawal, failure to take up the position, or disqualification of the winner, the ranking may be used to select the next candidate, within the terms of paragraph 6.

10.5 - Within 180 days from the approval of the selection proceedings, for the needs of the same research project, it is possible to award additional research contracts to candidates ranked suitably in the list, provided that the availability of the related financial coverage has been verified. The use of the ranking must be authorized by the Executive Committee.

10.6 - The validity of the merit ranking is set at 180 days from the date of approval of the proceedings.

10.7 - The contract must be signed within 30 days following the receipt of the communication. A reasoned deferral request by the interested party is allowed, provided it is compatible with the project activity. Failure to sign the contract within the deadline by the interested party is considered a withdrawal from taking up the position (and results in removal from the ranking).

Article 11 – Signing of the employment contract and its duration

11.1 - The research contract is a private-law employment contract entered into between the University of Gastronomic Sciences and the winner of the selection procedure.

11.2 - Upon signing the fixed-term individual employment contract, the Administration invites the selected candidate to submit the documentation required under current regulations.

11.3 - The contract must specify:

- a) the start date and end date of the employment relationship;
- b) the main workplace location;
- c) the activities related to the research project;
- d) the details of the total financial benefits and remuneration;
- e) the procedures by which the researcher is required, every six months and at the end of the contract, to submit a report to the University outlining the results of the scientific activity;
- f) the causes for termination of the contract and the required notice periods;
- g) the grounds for withdrawal, pursuant to Article 2119 of the Civil Code;
- h) matters relating to intellectual property, data protection regulations, and related confidentiality obligations;
- i) the willingness to comply with the obligations set forth in the University's codes of conduct and code of ethics.

11.4 - The employment contract is signed by the researcher and the Director General.

11.5 - A doctoral or medical specialization student may sign the contract only after obtaining the PhD or medical specialization degree. If the doctoral or specialization student does not obtain the title within six months from the publication date of the call, they forfeit the right to the research contract and are removed from the ranking.

11.6 - The probationary period lasts three months; negative evaluations falls under the responsibility of the

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scientific coordinator of the research. Once the probationary period has passed without either party terminating the employment relationship, the researcher is considered confirmed in service, with seniority recognized from the date of hiring for all purposes.

Article 12 – Employment relationship

12.1 - The holders of the research contract carry out their activities exclusively within the scope of the research project for which they were selected.

12.2 - Disciplinary competence is governed by Article 7 of Law 300/1970, as amended, and the procedure and sanctions fall under the responsibility of the Rector.

12.3 - Holding a contract does not confer any right to access university staff positions.

12.4 - The contractor is subject to the health checks required by Legislative Decree 81/2008 at the expense of the University, and to the regulations on workplace safety.

12.5 - Contractors are granted the rights set out in Legislative Decree 06/03/2001, No. 151 regarding the protection and support of maternity and paternity, in Law 05/02/1992, No. 104 for assistance, social integration, and the rights of people with disabilities, and in Articles 37, 40, and 68 of Presidential Decree 10/01/1957, No. 3, as amended, regarding special leave and leave of absence due to illness. Leave of absence due to illness may not exceed 9 months in the case of a two-year contract. In the event of an extension, the period of leave of absence must be proportionate to the extended period.

12.6 - Contractors are granted the rights set out in Articles 69 and 70 of Presidential Decree 10/01/1957, No. 3, as amended, regarding leave of absence for family reasons. Leave for family reasons may not exceed 12 months, during which the applicant receives no salary or social security benefits. Leave for family reasons is authorized by resolution of the Executive Committee, following consultation with the Academic Council.

Article 13 –Rights and duties of the research contract holder

13.1 - The contract holder carries out their activity within the scope of the research project for which they were selected, under the supervision of the Scientific Coordinator.

13.2 - The activity must be continuous, coordinated with the University's activities, and consistent with the objectives and timelines of the project.

13.3 - The contract holder is required to prepare a half-yearly report on the work carried out and the results achieved.

13.4 - The holder has the right to access University facilities and, in line with their research commitments, to participate in academic life and promoted initiatives.

13.5 - With prior authorization from the Scientific Coordinator, part of the activity may be carried out at external institutions, including abroad.

Article 14 - Extension of contracts

14.1 - In the case of national, European, and international research projects, research contracts may be extended for up to one additional year, due to specific needs related to the objectives and nature of the project.

14.2 - Any possible extension of the research contract for up to one additional year must in any case comply with the maximum total duration of 5 years as provided in Article 22, paragraph 2, of Law 240 of 2010.

14.3 - The extension of the contract for up to one additional year is approved by the Executive Committee within the limits of available resources and in compliance with legal constraints.

14.4 - The resolution of the Executive Committee must be submitted to the Administration before the contract's expiration and must specify the duration of the extension (up to one year) and the methods of

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financial coverage, accompanied by the appropriate documentation.

14.5 - The extension of the employment contract for up to one additional year is signed by the contractor and the General Director.

Article 15 – Renewal of the contracts

15.1 – Research contracts may be renewed only once for an additional two years.

15.2 – Any renewal of the research contract for a further two years must in any case comply with the overall maximum duration limit of 5 years as set out in Article 22, paragraph 2, of Law 240 of 2010.

15.3 – As a result of the commitment required, the contract amount may be increased in accordance with Article 4, paragraph 2, letter i), provided that the total gross annual remuneration does not exceed the initial salary of a tenured full-time researcher.

15.4 – The renewal of the contract for an additional two years is approved by the Executive Committee within the scope of available resources, considering legal constraints.

15.5 – The resolution of the Executive Committee must be submitted to the Administration before the contract expires and must indicate the duration of the renewal (two years) and the methods of financial coverage, accompanied by the appropriate documentation.

15.6 – The renewal of the employment contract is signed by the contract holder and the Director General.

Article 16 – Causes of termination of the employment relationship

16.1 – Termination of the employment relationship is determined, in addition to supervening disqualification, by the expiration of the term or by withdrawal of either party and by any other cause of termination provided for by current legislation.

16.2 – During the probationary period, either party may withdraw from the contract at any time, without notice or payment in lieu of notice. The withdrawal takes effect from the moment it is communicated to the other party.

16.3 – After the probationary period and until the expiration of the term, either party may withdraw from the contract before the expiration of the term in the event of causes and situations that, pursuant to Article 2119 of the Civil Code make it impossible to continue the employment relationship, even temporarily, or in the event of supervening impossibility.

16.4 – After the probationary period, the contractor may withdraw in writing by giving 30 days' notice. In the event of failure to give notice, the University shall withhold from the contractor an amount equal to the salary for the unserved notice period.

16.5 – The cancellation of the recruitment procedure constitutes a condition for termination of the contract, without notice.

16.6 – Just cause for withdrawal from the contract includes both the failure to prepare the technical-scientific report and its disapproval from the scientific coordinator.

16.7 – In the event of withdrawal, remuneration is paid up to the last day of actual service.

Article 17 – Incompatibilities and additional duties

17.1 – Research contracts are incompatible with

- any other employment relationship, including part-time or fixed-term, with public or private entities;
- research grants, including those at other universities or public research institutions;
- scholarships or research grants awarded by national or foreign institutions for any reason, except those exclusively aimed at international mobility for research purposes, including doctoral research scholarships and the remuneration related to medical specialization contracts.

17.2 - The research contract is not compatible with attending undergraduate, specialist, or master's degree

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courses, PhD programs, or specialization courses, either in Italy or abroad, and entails unpaid leave for employees serving in public administrations.

17.3 - The contractor may carry out training activities at the University, provided that such activities do not interfere with the effective progress of the research activity covered by the contract, and with prior authorization from the scientific coordinator of the research project.

17.4 - The contractor may engage in freelance work or occasional or ongoing collaborations, as long as they are compatible with the ongoing research activity, provided that the activity:

- does not involve a conflict of interest with the specific research activity carried out by the contractor;
- does not adversely affect the University in any way.

The performance of such activities is authorized by the Academic Council upon a reasoned request from the scientific coordinator of the research project, after consulting the Research Delegate. Engaging in any work activities not previously authorized by the University is grounds for contract termination.

17.5 - Without prejudice to the above, the holder of the research contract may under no circumstances engage in activities that could create a conflict of interest with the University's activities or that would prevent the regular conduct of the research activity.

17.6 - For the purposes of the prohibitions on cumulation and incompatibilities referred to in this article, at the time of signing the contract, the awardee must submit a specific substitute declaration of notoriety, committing to notify the university of any changes to the information provided, at the time the change occurs.

Article 18 – Remuneration, tax, social security benefits and insurance coverage

18.1 - The gross annual salary of the holder of the research contract is established through collective bargaining. Pending the definition of the national collective bargaining agreement, the salary is set by the Executive Committee at an amount not less than the initial salary of a tenured fixed-term researcher.

18.2 - The gross annual salary is neither indexed nor subject to revaluation and is subject to current tax and social security regulations.

18.3 - The employment relationship established between the University and the research contractor is governed by the applicable regulations, including those regarding tax, welfare, social security, and insurance treatment applicable to employment income.

18.4 - The University also provides insurance coverage against workplace accidents, occupational diseases, and civil liability.

Article 19 – Evaluation of the activity of the holder of research contracts

19.1 - Annually, unless otherwise specified in the call for applications, the holder of the research contract is required to submit a detailed report on the activities carried out and the results achieved to the Academic Council, accompanied by the opinion of the scientific coordinator.

19.2 - Based on the report mentioned in the previous paragraph, the Academic Council issues an evaluation of the activities performed, which is then reviewed by the Executive Committee for the possible renewal of the research contract, in accordance with Article 14.4 of these regulations.

Article 20 – Transitional and final provisions

20.1 - For all matters not explicitly governed by this Regulation, reference is made to Article 22 of Law No. 240/2010 and the applicable legislation in the relevant areas.

20.2 - This regulation comes into effect from the date of approval by the Executive Committee and will be published on the University's website.