



**UNIVERSITÀ  
DI PARMA**

The present document in English is to be considered as a mere courtesy copy of the official call. The text in Italian is the official text of the call for all legal intents and purposes and, in the event of non-conformity with the present document, it shall prevail

**REGULATIONS GOVERNING THE AWARDING OF RESEARCH CONTRACTS,  
POSTDOCTORAL POSITIONS, AND RESEARCH APPOINTMENTS UNDER ARTICLES 22, 22-  
BIS, AND 22-TER OF LAW NO. 240 OF 30 DECEMBER 2010**

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### TITLE I – PURPOSE AND SCOPE OF APPLICATION

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#### Article 1 – Purpose and Scope of Application

1. The University of Parma (hereinafter referred to as the “University”) may award:
  - a) **Research Contracts**, pursuant to Article 22 of Law No. 240 of 30 December 2010, through the conclusion of fixed-term employment contracts for **the exclusive purpose of carrying out specific research projects**;
  - b) **Postdoctoral Appointments**, pursuant to Article 22-bis of Law No. 240 of 30 December 2010, through the conclusion of fixed-term employment **contracts for the performance of research activities, as well as collaboration in teaching and third-mission activities**;
  - c) **Research Appointments**, pursuant to Article 22-ter of Law No. 240 of 30 December 2010, through the conclusion of private-law contracts aimed at **introducing young scholars to research and innovation under the supervision of a tutor**.
2. These Regulations govern the selection procedures, legal status, economic treatment, and social security provisions applicable to holders of research contracts, hereinafter referred to as “research contract holders”, as well as holders of postdoctoral appointments and research appointments.
3. Research contracts, postdoctoral appointments, and research appointments shall be activated in compliance with the European Charter for Researchers, adopted by the European Council on 18 December 2023.
4. Throughout these Regulations, the use of masculine grammatical forms shall be understood as referring equally to persons of all genders and is adopted solely for the sake of simplicity.



### TITLE II – RESEARCH CONTRACTS

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#### CHAPTER I – AWARDING AND ACTIVATION OF RESEARCH CONTRACTS

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#### Article 2 – Methods for Awarding Research Contracts

1. Research contracts may be awarded:
  - a) following competitive **selection procedures** announced by the University, ensuring comparative evaluation of candidates and public disclosure of proceedings;
  - b) following the **adoption of evaluations carried out by Ministries, the European Union, or other national, foreign, or international public or private bodies** recognised by the scientific community within competitive funding schemes that provide for the recruitment of the successful candidate under a fixed-term employment contract. In such cases, the employment contract must be authorized in advance by resolution of the relevant Department or Centre Council.
2. The cases referred to in paragraph 1(b) also include procedures resulting in awards of excellence, such as the “Seal of Excellence” granted by the European Commission or other international bodies following the positive

evaluation of project proposals submitted under competitive calls.

### **Article 3 – Procedure for Activating Research Contracts to Be Awarded Through Competitive Selection**

1. Upon proposal by a faculty member or researcher affiliated with it, the Department or Centre Council shall approve, by formal resolution, the activation of one or more research contracts. In duly justified exceptional circumstances, activation may be approved by the Director of the Department or Centre under his or her responsibility.
2. In the case of research contracts financed with internal funds, activation must take place within the budgetary resources available to the Department or Centre following allocations approved by the Board of Directors pursuant to Article 53 below.
3. Research contracts may also be activated using funding from research projects, third-party activities, agreements with external entities, or any other resources provided by external funding bodies.
4. The resolution adopted by the Department or Centre Council, or, in exceptional cases, the measure adopted by the Director, shall be transmitted to the competent Organizational Unit within the Human Resources and Organization Area, which shall issue the call for applications by Rector's Decree. The resolution must specify:
  - a) the number of positions to be filled;
  - b) the title and description of the research programme;
  - c) the Principal Investigator (Research Supervisor);
  - d) the scientific-disciplinary group;
  - e) one or more scientific-disciplinary sectors falling within the same scientific-disciplinary group;
  - f) the activity covered by the contract;
  - g) the Department or Centre to which the position is assigned and the place where activities will be carried out;
  - h) details of the funding sources covering the cost of the contract(s) and, where applicable, the Unique Project Code (CUP);
  - i) the gross annual all-inclusive remuneration and the related costs borne by the University, determined according to the level of commitment required and with reference to the remuneration levels set out in Article 11;
  - j) certification of the availability of financial coverage for the contract(s);
  - k) eligibility requirements;
  - l) the maximum number of publications, patents, and/or other documented research outputs that each candidate may submit for evaluation;
  - m) useful information regarding the submission of the research project by candidates, including language requirements, length limits, and any other relevant specifications.

**Article 4 – Call for Applications**

1. The call for applications, issued by Rector's Decree, shall contain all elements deemed useful and necessary, including at least:
  - a) a description and title of the research programme;
  - b) the scientific-disciplinary group;
  - c) one or more scientific-disciplinary sectors falling within the same scientific-disciplinary group referred to above;
  - d) the Department or Centre to which the position is assigned and the location where activities will be carried out;
  - e) the selection procedures;
  - f) the eligibility requirements;
  - g) the evaluation criteria and their maximum scores;
  - h) the maximum number of publications, patents, and/or other documented research outputs that each candidate may submit;
  - i) information regarding the submission of the research project by candidates;
  - j) the deadline and procedures for submitting applications;
  - k) information concerning the date, time, and arrangements for candidates' interviews;
  - l) the legal, economic, and social security provisions applicable to the position.
2. The call shall be published on the website of the Ministry of University and Research and on the European Union Portal, as well as on the University's online notice board and institutional website.
3. The deadline for submitting applications shall be no less than fifteen (15) days from the day following publication of the call on the University's online notice board.

**Article 5 – Eligible Candidates**

1. Italian and foreign candidates may participate in selection procedures for research contracts provided that, by the deadline for application submission, they hold a doctoral degree (PhD) or an equivalent qualification obtained abroad, or, for relevant fields, a medical specialization diploma.
2. Candidates enrolled in the third year of a doctoral programme or in the final year of a medical specialization programme may also participate, provided that the qualification is expected to be obtained within six (6) months of publication of the call on the University's online notice board. For qualifications to be obtained abroad, the Selection Committee shall assess their equivalence solely for the purpose of participation in the selection procedure. In such cases, candidates declared successful may enter into the research contract only after obtaining the doctoral degree or medical specialization qualification and, where the qualification was obtained abroad, only after its legal recognition in Italy in accordance with applicable legislation.
3. Additional and specific admission requirements may be imposed only when required by laws, regulations, or funding bodies.
4. The following persons may not participate:

a) permanent staff members of universities, public research institutions, and institutions whose scientific postgraduate diploma has been recognized as equivalent to a doctoral degree pursuant to Article 74(4) of Presidential Decree No. 382 of 11 July 1980;

b) persons who have already held fixed-term researcher contracts under Article 24 of Law No. 240 of 30 December 2010, as amended following the entry into force of Decree-Law No. 36 of 30 April 2022, converted into Law No. 79 of 29 June 2022 (RTT);

c) persons related by blood or marriage up to and including the fourth degree to a professor belonging to the Department or Centre proposing the activation of the contract, or to the Rector, the Director General, or a member of the Board of Directors.

5. Candidates shall be admitted conditionally. Exclusion from the selection procedure may be ordered at any stage by a reasoned Rector's Decree and communicated to the interested party.

#### Article 6 – Selection Procedure and Evaluation Criteria

1. The selection procedure shall consist of a comparative assessment of candidates and shall aim to evaluate the relevance of the proposed research project to the research programme described in the call and the candidate's scientific and professional *curriculum vitae* in relation to the research activities covered by the contract.

2. The evaluation shall be supplemented by an interview designed to assess candidates' aptitude for research. All admitted candidates may attend the interviews.

3. The Selection Committee shall have a maximum of **100 points available**, allocated as follows:

Evaluation criterion		Maximum Score
a)	Relevance, innovativeness, quality, and methodology of the research project proposed by the candidate in relation to the research programme	<b>30 points</b>
b)	Quality and relevance of publications, patents, and/or other documented research outputs in relation to the research programme	<b>10 points</b>
c)	Relevance and significance of documented previous research activities and any duly certified professional experience in relation to the research programme	<b>20 points</b>
d)	Interview assessing aptitude for carrying out the research activities covered by the contract, implementation of the proposed research project, and knowledge of English and/or other foreign languages relevant to the research	<b>40 points</b>

4. Before examining applications, the Selection Committee appointed pursuant to Article 56 shall define in detail the above criteria and the methods for assigning scores. These shall be communicated to the Officer Responsible for the Procedure, identified in the call, who shall publish them on the University website in the section dedicated to the procedure.

5. Evaluation of the criteria referred to (3) in points (a), (b), and (c) shall take place before the interviews. The results shall be communicated to candidates before the interviews according to the procedures established in the call. **Only candidates obtaining at least 30 (thirty) points shall be admitted to the interview.**

6. The maximum total score that can be awarded to each candidate is 100 (one hundred) points, calculated by summing the scores obtained by them in the evaluation of all the criteria referred to in paragraph 3

above.

7. Once the evaluation has been completed, the Selection Committee, for each candidate, on the basis of the criteria set out in points a), b), c) and d) of paragraph 3, as analytically specified, shall draw up a ranking list in descending order of the total score obtained. **The selection is considered passed with a minimum overall score of 70 (seventy) points out of a total of 100 (one hundred).**
8. The research contract shall be awarded to the candidate obtaining the highest overall score in the ranking. In the event of a tie, preference shall be given to the younger candidate.
9. The Selection Committee's academic assessment shall be final and not subject to appeal on the merits.
10. The Selection Committee shall complete its work within 90 (ninety) days of publication of the appointment decree. Upon a justified request by the Chair, the Rector may grant an extension of 30 (thirty) days.

#### **Article 7 – Conclusion of the Selection Procedure**

1. The records of the selection procedure shall be approved by Rector's Decree within 30 (thirty) days of submission of the minutes by the Selection Committee to the competent Organizational Unit within the Human Resources and Organization Area. The decree approving the proceedings shall be published on the University's online notice board and institutional website, in accordance with the procedures established in the call and in compliance with transparency and personal data protection requirements. The decree shall declare the successful candidate or, where multiple positions are available, the successful candidates.
2. The final ranking shall remain valid for 12 (twelve) months from the date of approval of the proceedings.
3. The research contract may be offered to another eligible candidate according to the ranking order in the following cases:
  - formal withdrawal by the successful candidate;
  - forfeiture of the right to appointment due to failure to accept the offer within the prescribed time limit or for other legal reasons;
  - failure to take up service;
  - early termination of the contract entered into with the successful candidate.

### **CHAPTER III – EXECUTION OF THE CONTRACT AND EMPLOYMENT RELATIONSHIP**

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#### **Article 8 – Execution of the Employment Contract**

1. A research contract shall be awarded through the execution of a fixed-term employment contract, which must be signed within 30 (thirty) days of receipt of the communication sent by the University to the successful candidate. The successful candidate may request a justified postponement, provided that it is compatible with the project activities and with the deadlines established by the University or the funding body.
2. A doctoral candidate or medical specialist trainee declared successful in a University selection procedure may enter into the contract only after obtaining the doctoral degree or medical specialization qualification. Should the qualification not be obtained within 6 (six) months from the publication date of the call on the University's online notice board, the candidate shall forfeit the right to the research contract and shall be removed from the ranking list.
3. In the cases referred to in Article 2(1)(b), execution of the contract shall be preceded by authorization granted by resolution of the relevant Department or Centre Council.

4. Upon execution of the fixed-term employment contract, the University shall request the successful candidate to submit all documentation required under applicable legislation.
5. Candidates declared successful following a selection procedure initiated by the University, who hold a doctoral degree obtained abroad, may enter into an employment contract only after the degree has been legally recognised in Italy, in accordance with current regulations.
6. The employment contract shall indicate at least:
  - a) the start date and end date of the employment relationship;
  - b) the Department or Centre to which the contract holder is assigned and the principal workplace;
  - c) the activities related to the research project;
  - d) the total remuneration package;
  - e) the rights and duties of the research contract holder;
  - f) where the contract is funded by an external organization, any requirements expressly imposed by the funding body;
  - g) the procedures by which the contract holder must submit, normally on an annual basis and at the end of the contract, a report on the scientific activities carried out to the Department or Centre;
  - h) the grounds for termination of the contract and the applicable notice periods;
  - i) the grounds for withdrawal pursuant to Article 2119 of the Italian Civil Code;
  - j) provisions relating to intellectual property, data protection legislation, and confidentiality obligations.
7. The employment contract shall be signed by the successful candidate and by the Rector.
8. In the event of resignation or termination, remuneration shall be paid up to the last day of actual service.
9. The Director of the Department or Centre shall sign and transmit to the competent Organizational Unit within the Human Resources and Organization Area a written notification confirming the contract holder's commencement of service.
10. Any person who, within the period established by the University, fails to declare acceptance of the appointment or fails to sign the relevant employment contract shall forfeit the right to the research contract.

#### **Article 9 – Employment Relationship**

1. The research contract holder shall perform exclusively the scientific research activities specified in the contract and within the framework of the research programme.
2. The contract holder shall organize his or her work in consultation with the Principal Investigator (Research Supervisor) and shall provide information on the progress of activities whenever requested; for this purpose, the completion of a register or timesheet recording the progress of research activities may be required.
3. Activities shall normally be carried out at the premises of the relevant structure, without prejudice to missions, fieldwork, or off-site activities envisaged by the research project and/or previously authorized by the Principal Investigator and approved by the Council of the relevant structure.
4. The contract holder shall submit to the Department or Centre Council, normally on an annual basis and in any case at the end of the employment relationship, a detailed report on the activities carried out, endorsed by the Principal Investigator.

5. The University shall provide the contract holder with the resources necessary for the implementation of the research activities, ensuring access to premises, equipment, and technical-administrative services, subject to organizational requirements and available resources.
6. The contract holder shall comply with all workplace health and safety regulations in force at the University, including those concerning health protection, and shall be subject to the medical surveillance requirements provided for by Legislative Decree No. 81 of 9 April 2008.
7. The provisions governing maternity and paternity protection, as well as regulations concerning assistance, social integration, and the rights of persons with disabilities, shall apply insofar as compatible.
8. The contract holder shall comply with the University Code of Ethics, the Code of Conduct for Public Employees adopted by Presidential Decree No. 62 of 16 April 2013 and the University Code of Conduct. Violation of these obligations shall constitute a disciplinary offence.
9. Disciplinary matters shall be governed by Article 7 of Law No. 300 of 20 May 1970, while disciplinary proceedings and sanctions shall fall within the authority of the Rector.

#### **Article 10 – Grounds for Termination of Employment**

1. The employment relationship shall terminate as a result of:
  - a) expiry of the term established in the employment contract;
  - b) subsequent loss of eligibility or entitlement;
  - c) withdrawal by either party;
  - d) any other ground for termination provided by law.
2. Either party may terminate the contract before its expiry where circumstances arise that, pursuant to Article 2119 of the Italian Civil Code, make continuation of the relationship impossible, even temporarily, or in cases of supervening impossibility.
3. The contract holder may resign at any time by providing the Rector with 30 (thirty) days' written notice. In the absence of such notice, the University shall be entitled to withhold an amount corresponding to the remuneration due for the period of notice not served.

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### **CHAPTER IV – ECONOMIC, TAX, SOCIAL SECURITY AND INSURANCE PROVISIONS**

#### **Article 11 – Remuneration**

1. Throughout the duration of the employment relationship, research contract holders shall receive a gross annual all-inclusive remuneration determined according to the level of commitment required and structured into 3 (three) salary levels:
  - a) Minimum level: equal to the starting salary of a tenured researcher employed on a part-time basis;
  - b) Maximum level: equal to the starting salary of a tenured researcher employed on a full-time basis;
  - c) Intermediate level: between the amounts referred to in points (a) and (b), in accordance with applicable legislation and upon justified request approved by the Department or Centre Council, or where required by funding bodies.

#### **Article 12 – Tax, Social Security and Insurance Treatment**

1. The employment relationship established between the University and the research contract holder shall

be governed by the provisions applicable to employees, including tax, welfare, social security, and insurance regulations.

2. The University shall also provide insurance coverage against workplace accidents, occupational diseases and third-party liability.

## **CHAPTER V – DURATION OF RESEARCH CONTRACTS**

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### **Article 13 – Duration, Renewal and Extension of an Individual Research Contract**

1. Research contracts shall have a duration of 2 (two) years and may be renewed only once for an additional period of 2 (two) years.
2. In the case of national, European, or international research projects, research contracts shall have a two-year duration and may be extended for up to one additional year where justified by the objectives and characteristics of the project.
3. Any renewal or extension shall follow the procedure established in Article 55.

### **Article 14 – Overall Duration in the Case of Multiple Contracts, Renewals and Extensions**

1. The total duration of research contracts, including those concluded with different institutions, shall in no case exceed 5(five) years.
2. For the purposes of calculating the overall duration, periods of leave taken for maternity, paternity, or health reasons under applicable legislation shall not be taken into account.

## **CHAPTER VI – INCOMPATIBILITIES AND ADDITIONAL ASSIGNMENTS**

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### **Article 15 – Incompatibilities**

1. A research contract is incompatible with:
  - a) any other employment relationship, including part-time or fixed-term employment, with public or private entities;
  - b) holding a research grant (*assegno di ricerca*), including at other universities or public research institutions;
  - c) holding a postdoctoral appointment awarded pursuant to Article 22-bis of Law No. 240 of 30 December 2010, including at other universities or public research institutions;
  - d) holding a research appointment awarded pursuant to Article 22-ter of Law No. 240 of 30 December 2010, including at other universities or public research institutions;
  - e) holding a fixed-term researcher position pursuant to Article 24 of Law No. 240 of 30 December 2010, including at other universities or public research institutions;
  - f) scholarships or research fellowships awarded by national or foreign institutions for any purpose, including doctoral scholarships and remuneration linked to medical specialization contracts, except for grants exclusively intended to support international mobility for research purposes.
2. A research contract is also incompatible with enrollment in bachelor's degree programmes, specialist or master's degree programmes, doctoral programmes or medical specialisation programmes, whether in Italy or abroad. For employees of public administrations, acceptance of a research contract entails placement on unpaid leave.

### **Article 16 – Additional Assignments**

1. Assignments external to the University may be authorized by the Director of the Department or Centre, after consulting the Principal Investigator, provided that they are compatible with the proper performance of research activities and they do not give rise to conflicts of interest.
2. Research contract holders may participate in selection procedures for teaching contracts, provided that such activities do not interfere with the proper conduct of the research project and subject to prior written authorization from the Principal Investigator.
3. Notwithstanding the foregoing, research contract holders may not engage in activities that could create a conflict of interest with the University's activities or prevent the regular performance of the research activities covered by the contract.



## TITLE III – POSTDOCTORAL APPOINTMENTS

### CHAPTER I – AWARDING AND ACTIVATION OF POSTDOCTORAL APPOINTMENTS

#### Article 17 – Methods for Awarding Postdoctoral Appointments

1. Postdoctoral appointments may be awarded:
  - a) through **competitive selection procedures** organised by the University, aimed at assessing whether candidates possess a scientific and professional curriculum suitable for carrying out the activities covered by the appointment and ensuring public disclosure of the proceedings;
  - b) following **the adoption of evaluations carried out by Ministries, the European Union, or other national, foreign, or international public or private bodies** recognised by the scientific community within competitive funding procedures that provide for the recruitment of the successful candidate under a fixed-term employment contract. In such cases, execution of the employment contract shall be authorized in advance by resolution of the Department or Centre Council.
2. The cases referred to in paragraph 1(b) also include procedures resulting in awards of excellence, such as the “Seal of Excellence” granted by the European Commission or other international bodies following the positive evaluation of project proposals submitted under competitive calls.

#### Article 18 – Procedure for Activating Postdoctoral Appointments Through Competitive Selection

1. Upon proposal by a faculty member or researcher affiliated with it, the Department or Centre Council shall approve, by formal resolution, the activation of one or more postdoctoral appointments. In duly justified exceptional circumstances, activation may be approved directly by the Director of the Department or Centre under his or her responsibility.
2. Where postdoctoral appointments are financed through internal funds, activation shall occur within the budgetary resources available to the Department or Centre following allocations approved by the Board of Directors pursuant to Article 53.
3. Postdoctoral appointments may also be funded through research projects, third-party activities, agreements with external entities or other resources provided by external funding bodies.
4. The resolution adopted by the Department or Centre Council, or, in exceptional circumstances, the measure adopted by the Director, shall be transmitted to the competent Organizational Unit within the Human Resources and Organization Area, which shall issue the call for applications by Rector’s Decree. The resolution shall specify:
  - a) the number of positions to be filled;
  - b) the duration of the appointment;
  - c) the activities covered by the appointment;
  - d) the Principal Investigator (Research Supervisor);
  - e) the scientific-disciplinary group;

- f) one or more scientific-disciplinary sectors belonging to the same scientific-disciplinary group;
- g) the Department or Centre to which the appointment is assigned and the location where activities will be carried out;
- h) the details of the funding source(s) covering the cost of the appointment and, where applicable, the Unique Project Code (CUP);
- i) the amount of the gross annual all-inclusive remuneration and the costs borne by the University, determined in accordance with the provisions established by the Board of Directors or by the funding body;
- j) certification of the availability of financial coverage for the appointment;
- k) the eligibility requirements.

## **CHAPTER II – SELECTION PROCEDURE**

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### **Article 19 – Call for Applications**

1. The call for applications, issued by Rector's Decree, shall contain all elements considered useful and necessary, including at least:
  - a) the description and title of the research programme;
  - b) the scientific-disciplinary group;
  - c) one or more scientific-disciplinary sectors belonging to the same scientific-disciplinary group;
  - d) the Department or Centre to which the appointment is assigned and the location where activities will be carried out;
  - e) the selection procedures;
  - f) the eligibility requirements;
  - g) the evaluation criteria and corresponding maximum scores;
  - h) the deadline and procedures for submitting applications;
  - i) information concerning the date, time, and arrangements for interviews;
  - j) the legal, economic, and social security provisions applicable to the appointment.
2. The call shall be published on the website of the Ministry of University and Research and on the European Union Portal, as well as on the University's online notice board and institutional website.
3. The deadline for applications shall be at least 15 (fifteen) days from the day following publication of the call on the University's online notice board.

### **Article 20 – Eligible Candidates**

1. Italian and foreign candidates may participate in selection procedures for postdoctoral appointments provided that, by the application deadline, they hold a doctoral degree (PhD) or an equivalent qualification obtained abroad, or, for relevant fields, a medical specialization diploma.
2. Additional and specific admission requirements may be imposed only where required by laws, regulations, or funding bodies.

3. The following persons may not participate:

a) permanent staff members of universities, public research institutions, and institutions whose scientific postgraduate diploma has been recognized as equivalent to a doctoral degree pursuant to Article 74(4) of Presidential Decree No. 382 of 11 July 1980;

b) persons who have already held fixed-term researcher contracts under Article 24 of Law No. 240 of 30 December 2010, as amended following Decree-Law No. 36 of 30 April 2022, converted into Law No. 79 of 29 June 2022 (RTT);

c) persons related by blood or marriage up to and including the fourth degree to a professor belonging to the Department or Centre proposing activation of the appointment, or to the Rector, the Director General, or a member of the Board of Directors.

4. Candidates shall be admitted conditionally. Exclusion from the selection procedure may be ordered at any stage by reasoned Rector's Decree and communicated to the interested party.

#### **Article 21 – Selection Procedure and Evaluation Criteria**

1. The selection process shall consist of a comparative evaluation of candidates and shall be aimed at assessing the extent to which their scientific and professional curriculum is suited to the activities covered by the appointment.

2. The evaluation shall be supplemented by a public interview, which may also be conducted in a language other than Italian, in order to assess the candidate's aptitude and suitability for carrying out the activities covered by the appointment. All admitted candidates may attend the interviews.

3. For the evaluation of candidates, the Selection Committee shall have a total of **100 (one hundred) points**, allocated as follows:

<b>Evaluarion Criterion</b>		<b>Maximum score</b>
<b>a)</b>	Relevance and consistency of the candidate's educational background with the research programme covered by the appointment	<b>10 points</b>
<b>b)</b>	Relevance and significance of qualifications, publications, and other scientific outputs in relation to the activities covered by the appointment	<b>20 points</b>
<b>c)</b>	Relevance and significance of documented previous research activities and professional experience in relation to the activities covered by the appointment	<b>30 points</b>
<b>d)</b>	Interview assessing aptitude and suitability for carrying out the activities covered by the appointment, as well as knowledge of English and/or other foreign languages relevant to the research activities	<b>40 points</b>

4. Before examining applications, the Selection Committee appointed pursuant to Article 56 shall define in detail the criteria referred to above and the methods for assigning scores. These shall be communicated to the Officer Responsible for the Procedure identified in the call, who shall publish them on the University website in the section dedicated to the procedure.

5. Evaluation of the criteria referred to in points (a), (b), and (c) shall take place before the interviews. The results shall be communicated to candidates before the interviews in accordance with the procedures established in the call. **Only candidates obtaining at least 30 (thirty) points shall be admitted to the interview.**

6. The maximum total score that can be awarded to each candidate is 100 (one hundred) points, calculated

by summing the scores obtained in the evaluation of all the criteria referred to in paragraph 3 above.

7. Once the evaluation has been completed, the Selection Committee, for each candidate and on the basis of the criteria set out under points a), b), c) and d) of paragraph 3, as analytically defined, shall draw up a ranking list in descending order of the total score obtained. **The selection shall be considered successful with a minimum overall score of 70 (seventy) points out of a total of 100 (one hundred).**
8. The postdoctoral appointment shall be awarded to the candidate obtaining the highest overall score according to the ranking. In the event of a tie, preference shall be given to the younger candidate.
9. The academic assessment of the Selection Committee shall be final and not subject to appeal on the merits.
10. The Selection Committee shall complete its work within 90 (ninety) days from publication of the appointment decree. Upon a justified request by the Chair, the Rector may grant an extension of 30 (thirty) days.

#### **Article 22 – Conclusion of the Selection Procedure**

1. The records of the selection procedure shall be approved by Rector's Decree within 30 (thirty) days from submission of the minutes by the Selection Committee to the competent Organizational Unit within the Human Resources and Organization Area. The decree approving the proceedings shall be published on the University's online notice board and institutional website in accordance with the provisions of the call and in compliance with transparency and personal data protection requirements. The decree shall formally declare the successful candidate or, where several positions are available, the successful candidates.
2. The final ranking shall remain valid for 12 (twelve) months from the date of approval of the proceedings.
3. The appointment may be offered to another eligible candidate according to ranking order in the following cases:
  - formal withdrawal by the successful candidate;
  - forfeiture of the right to appointment due to failure to accept the offer within the prescribed time limit or for other legal reasons;
  - failure to take up service;
  - early termination of the employment contract entered into with the successful candidate.
4. During the period of validity of the ranking, where additional justified needs arise relating to the same research programme, the Department or Centre Council may propose to the Rector the award of additional postdoctoral appointments to candidates placed in the ranking, provided that adequate financial coverage is available.
5. Advancement through the ranking list in the cases referred to above shall be authorized by Rector's Decree.

### **CHAPTER III – EXECUTION OF THE CONTRACT AND EMPLOYMENT RELATIONSHIP**

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#### **Article 23 – Execution of the Employment Contract**

1. A postdoctoral appointment shall be awarded through the execution of a fixed-term employment contract, which must be signed within 30 (thirty) days from receipt of the communication sent by the University to the successful candidate. The successful candidate may request a justified postponement, provided that it is compatible with the project activities and with the deadlines established by the University or the funding body.

2. In the cases referred to in Article 17(1)(b), execution of the employment contract shall be preceded by authorization granted by the Department or Centre Council.
3. Upon execution of the contract, the University shall request the successful candidate to submit all documentation required under applicable legislation.
4. Successful candidates holding a doctoral degree obtained abroad may execute the contract only after the degree has been legally recognized in Italy in accordance with current regulations.
5. The employment contract shall indicate at least:
  - a) the start date and end date of the employment relationship;
  - b) the Department or Centre to which the appointment is assigned and the principal workplace;
  - c) research activities, collaboration in teaching activities, third-mission activities, and any further specifications;
  - d) the total remuneration package;
  - e) the rights and duties of the appointment holder;
  - f) where funded by an external organization, any requirements expressly imposed by the funding body;
  - g) the procedures by which the appointment holder must submit, normally on an annual basis and at the end of the contract, a report on scientific activities carried out;
  - h) the grounds for termination of the contract and applicable notice periods;
  - i) the grounds for withdrawal pursuant to Article 2119 of the Italian Civil Code;
  - j) provisions relating to intellectual property, data protection legislation, and confidentiality obligations.
6. The employment contract shall be signed by the successful candidate and by the Rector.
7. In the event of resignation or termination, remuneration shall be paid up to the last day of actual service.
8. The Director of the Department or Centre shall notify the competent Organizational Unit of the appointment holder's commencement of service.
9. Any person who fails to accept the appointment or sign the contract within the deadline established by the University shall forfeit the right to the appointment.

#### **Article 24 – Employment Relationship**

1. The holder of a postdoctoral appointment shall carry out research activities, collaboration in teaching activities and third-mission activities.
2. The appointment holder shall organize his or her work in consultation with the Principal Investigator and shall provide information on activities whenever requested; for this purpose, completion of a register or timesheet may be required.
3. Activities shall normally be carried out at the premises of the relevant structure, without prejudice to missions, fieldwork, or off-site activities envisaged by the project and/or authorized in advance.
4. The appointment holder shall submit to the Department or Centre Council, normally on an annual basis and in any event at the end of the employment relationship, a detailed report on activities carried out, endorsed by the Principal Investigator.
5. The University shall provide the holder of the assignment with the resources necessary for carrying out

the activities covered by the assignment, ensuring access to premises, equipment, and technical and administrative services, in line with its organizational structure, needs, and the resources available for the specific research programme.

6. The holder of the assignment is required to comply with the regulations on health and safety in the workplace in force at the University, including those relating to the healthcare sector, and shall be subject to the medical checks provided for by Legislative Decree No. 81 of 9 April 2008.
7. The provisions governing maternity and paternity protection, as well as assistance and rights of persons with disabilities, shall apply insofar as compatible.
8. The appointment holder shall comply with the University Code of Ethics, the Code of Conduct for Public Employees and the University Code of Conduct. Any violation shall constitute a disciplinary offence.
9. Disciplinary matters shall be governed by Article 7 of Law No. 300 of 20 May 1970, while disciplinary proceedings and sanctions shall fall within the authority of the Rector.

#### **Article 25 – Grounds for Termination of Employment**

1. The employment relationship shall terminate as a result of:
  - a) expiry of the contractual term;
  - b) subsequent loss of eligibility or entitlement;
  - c) withdrawal by either party;
  - d) any other ground for termination provided by law.
2. Either party may terminate the contract before its expiry where circumstances arise that, pursuant to Article 2119 of the Italian Civil Code, make continuation of the relationship impossible, even temporarily, or in cases of supervening impossibility.
3. The appointment holder may resign at any time by providing the Rector with 30 (thirty) days' written notice. In the absence of such notice, the University shall be entitled to withhold an amount corresponding to the remuneration due for the notice period not served.

## **CHAPTER IV – ECONOMIC, TAX, SOCIAL SECURITY AND INSURANCE PROVISIONS**

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### **Article 26 – Remuneration**

1. Holders of postdoctoral appointments shall receive, for the entire duration of the contract, remuneration determined by resolution of the Department or Centre Council, taking into account the level of commitment required, the complexity of the activities to be performed, the provisions established by the Board of Directors and any requirements established by the funding body within the framework of European or other funding programmes.
2. The remuneration referred to in paragraph 1 may not, under any circumstances, be lower than the remuneration due, net of costs borne by the University, to a tenured researcher employed on a part-time basis at salary grade 0 at the time the individual employment contract is signed.
3. The remuneration shall be paid in equal monthly instalments.

### **Article 27 – Tax, Social Security and Insurance Treatment**

1. The employment relationship established between the University and the holder of a postdoctoral appointment shall be governed by the provisions applicable to employees, including tax, welfare, social security, and insurance regulations.
2. The University shall provide insurance coverage against workplace accidents, occupational diseases and third-party liability.

## **CHAPTER V – DURATION OF POSTDOCTORAL APPOINTMENTS**

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### **Article 28 – Duration and Extension of an Individual Postdoctoral Appointment**

1. Postdoctoral appointments shall have a minimum duration of one year and may be extended up to a maximum total duration of 3 (three) years.
2. Any extension shall be granted in accordance with the procedure established in Article 55.

### **Article 29 – Overall Duration in the Case of Multiple Appointments and Extensions**

1. The total duration of postdoctoral appointments held by the same individual, including appointments at different institutions, may not exceed 3 (three) years, whether continuous or non-continuous. Periods of leave taken for maternity, paternity, or health reasons under applicable legislation shall not be counted for the purpose of calculating the maximum duration.

### **Article 30 – Derogations**

1. The maximum duration limits established in the preceding articles may be exceeded exclusively for the implementation of specific European Union research funding programmes within the framework of the Marie Skłodowska-Curie Actions (MSCA). Periods of leave taken for maternity, paternity, or health reasons shall not be included in the calculation of such limits.

## CHAPTER VI – INCOMPATIBILITIES AND ADDITIONAL ASSIGNMENTS

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### Article 31 – Incompatibilities

1. A postdoctoral appointment is incompatible with:
  - a) any other employment relationship, including part-time or fixed-term employment, with public or private entities;
  - b) holding a research grant (*assegno di ricerca*), including at other universities or public research institutions;
  - c) holding a research contract awarded pursuant to Article 22 of Law No. 240 of 30 December 2010, including at other universities or public research institutions;
  - d) holding a research appointment awarded pursuant to Article 22-ter of Law No. 240 of 30 December 2010, including at other universities or public research institutions;
  - e) holding a fixed-term researcher position pursuant to Article 24 of Law No. 240 of 30 December 2010, including at other universities or public research institutions;
  - f) doctoral scholarships or any other scholarship awarded by national or foreign institutions, except where such funding is intended exclusively to support international mobility for research purposes.
2. A postdoctoral appointment is also incompatible with enrollment in bachelor's degree programmes, specialist or master's degree programmes, doctoral programmes or medical specialization programmes, whether in Italy or abroad. The only exception concerns participation in specific European Union research funding programmes within the framework of the Marie Skłodowska-Curie Actions (MSCA).

### Article 32 – Additional Assignments

1. Assignments external to the University may be authorized by the Director of the Department or Centre, after consultation with the Principal Investigator, provided that they are compatible with the proper performance of the activities covered by the appointment and they do not give rise to conflicts of interest.
2. Notwithstanding the above, holders of postdoctoral appointments may not engage in activities that may create a conflict of interest with the University's activities or prevent the regular performance of the research activities associated with the appointment.



## TITLE IV – RESEARCH APPOINTMENTS

### CHAPTER I – AWARDING AND ACTIVATION OF RESEARCH APPOINTMENTS

#### Article 33 – Methods for Awarding Research Appointments

1. Research appointments may be awarded:
  - a) through a **competitive selection procedure, based on qualifications and interview**, organized by the University and ensuring comparative evaluation of candidates;
  - b) through a **direct-award procedure** organized by the University by means of a call for expressions of interest, available exclusively where the appointment is funded through external resources obtained at national, European, or international level through competitive funding schemes. This procedure may be used as an alternative to the competitive selection procedure referred to in point (a), provided that it ensures identification of a candidate possessing a scientific and professional profile suitable for carrying out the research project;
  - c) following the **adoption of evaluations carried out by Ministries, the European Union, or other national, foreign, or international public or private bodies**, including consortia established within European funding programmes, recognized by the scientific community, where the University is designated as the host institution of the successful candidate and where selection has been conducted through a properly documented comparative procedure ensuring scientific quality and rigor. In such cases, execution of the private-law contract shall be authorized in advance by resolution of the Department or Centre Council.
2. The cases referred to in paragraph 1(c) also include procedures resulting in awards of excellence, such as the “Seal of Excellence” granted by the European Commission or other international bodies following the positive evaluation of project proposals submitted under competitive calls.

#### Article 34 – Procedure for Activating Research Appointments through Competitive or Direct Award Procedures

1. Upon proposal by a faculty member or researcher affiliated with it, the Department or Centre Council shall approve, by formal resolution, the activation of one or more research appointments. In duly justified exceptional circumstances, activation may be approved directly by the Director of the Department or Centre under his or her responsibility.
2. In the case of research assignments funded with internal resources, their activation must take place within the limits of the Department’s or Centre’s budget availability, following the allocation approved by the Board of Directors pursuant to Article 53.
3. Research appointments may be financed through internal University funds, research projects, third-party activities, agreements with external organizations and any other resources provided by external funding bodies.
4. The resolution adopted by the Department or Centre Council or, in exceptional cases, the measure adopted by the Director of the same structure, must be forwarded to the competent Organisational Unit within the Human Resources and Organisation Area, which is responsible for launching the selection call or, in the case of direct appointment, the call for expressions of interest, by Rector’s Decree, and it must indicate:

- a) the number of positions for which the procedure is approved;
- b) the type of procedure to be initiated for the appointment (selection procedure or direct appointment), in the case of assignments funded with external resources;
- c) the duration of the appointment;
- d) the research support activities covered by the appointment;
- e) the Research Supervisor;
- f) the Tutor under whose direction the research activity is carried out;
- g) the scientific-disciplinary group;
- h) one or more scientific-disciplinary sectors within the same scientific-disciplinary group referred to in the previous point;
- i) the Department or Centre to which the position belongs and the place where the activities will be carried out;
- j) details of the funding sources to be used to cover the cost of the appointment and, where applicable, the Unique Project Code (CUP);
- k) certification of the availability of financial coverage at the time the research appointment is activated;
- l) the amount of remuneration payable to the holder of the appointment, determined in accordance with the limits established by the University;
- m) the eligibility requirements;
- n) the maximum number of publications that each candidate may submit for evaluation. number of positions;

#### **Article 35 – Eligible Candidates for Research Appointment Procedures**

1. Italian and/or foreign candidates may participate in procedures for the awarding of research appointments, whether through comparative evaluation or direct appointment, provided that by the application deadline they possess both of the following requirements:
  - a) a Master's degree, a single-cycle degree, or an equivalent qualification obtained no more than 6 (six) years before the application deadline;
  - b) a scientific and professional curriculum suitable for assisting in the conduct of research activities.
2. Additional specific admission requirements may be imposed only if required by laws, regulations, or funding bodies.
3. The following individuals are not eligible to participate:
  - a) permanent staff employed on an open-ended basis by universities, public research bodies, and institutions whose advanced scientific qualification has been recognized as equivalent to the title of Doctor of Research pursuant to Article 74, fourth paragraph, of Presidential Decree No. 382 of 11 July 1980;
  - b) persons who have held fixed-term researcher contracts pursuant to Article 24 of Law No. 240 of 30 December 2010, as amended following the entry into force of Decree-Law No. 36 of 30 April 2022, converted with amendments into Law No. 79 of 29 June 2022 (RTT); Candidates are admitted conditionally. Exclusion from the procedure may be ordered at any time by a reasoned Rector's Decree and communicated to the candidate concerned.
  - c) those who have kinship or affinity up to and including the fourth degree with a professor belonging to

the Department or Centre that proposed the activation of the research assignment, or with the Rector, the General Director or a member of the Board of Directors.

4. Candidates are admitted conditionally. Exclusion from the selection or direct appointment procedure may be ordered at any time by reasoned Rector's Decree and notified to the person concerned.

## CHAPTER II – APPOINTMENT THROUGH A SELECTION PROCEDURE

### Article 36 – Launch of the selection procedure

1. The selection call, for qualifications and interview, is issued by Rector's Decree and must contain any element deemed useful and necessary, including at least:
  - a) the description of the research programme, its duration and its title;
  - b) the scientific-disciplinary group;
  - c) one or more scientific-disciplinary sectors, falling within the same scientific-disciplinary group referred to in the previous point;
  - d) the Department or Centre of affiliation and the place where the activities will be carried out;
  - e) the selection procedures;
  - f) the requirements for participation;
  - g) the evaluation criteria and their maximum scores;
  - h) the information relating to the date, time and procedures for convening candidates to the interview;
  - i) the deadline and procedures for submitting applications for participation in the selection;
  - j) the legal, economic and social security treatment.
2. The call is made public on the website of the Ministry of University and Research and on the European Union portal and is published on the online notice board, as well as on the institutional website, of the University.
3. The deadlines for the submission of applications for participation in the selections shall be at least 15 (fifteen) days from the day following the date of publication of the call on the University's online notice board.

### Article 37 – Criteria and procedures for evaluating candidates

1. The selection is carried out by means of a comparative evaluation of candidates through the examination of qualifications, publications and other scientific products and the carrying out of an interview useful to ascertain their aptitude and suitability for research. All admitted candidates may attend the interview.
2. For the evaluation of candidates, the selection committee has **100 (one hundred) points**, allocated as follows:

Evaluation criterion		Maximum score
a)	levance and importance of qualifications, publications and other scientific products, in relation to the activities covered by the assignment	<b>40 points</b>

b)	interview aimed at assessing aptitude and suitability for carrying out the activities covered by the assignment, as well as knowledge of English and/or other foreign languages relevant to the research activities to be carried out	60 points
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3. The selection committee, appointed pursuant to Article 56, before examining the applications, sets out in detail the criteria referred to in the previous paragraph and, for the purpose of assigning the relevant scores to candidates, the evaluation procedures and communicates them to the person responsible for the procedure.
4. The evaluation of qualifications, publications and other scientific products precedes the start of interviews. The relevant results are made known to candidates before the interviews take place.
5. The maximum total score that can be awarded to each candidate is 100 (one hundred) points. **Candidates who have obtained a score of at least 25 (twenty-five) points in the evaluation of qualifications, publications and other scientific products are admitted to the interview.**
6. Once the evaluation has been completed, the committee draws up a ranking in descending order of total score. **The selection is considered passed with a minimum score of 70 (seventy) out of 100 (one hundred).**
7. The research assignment is awarded to the candidate who has obtained the highest total score according to the ranking. In the event of equal merit, preference is given to the younger candidate.
8. The judgment of the selection committee is final.
9. The committee must complete its work within 90 (ninety) days from the date of publication of the appointment decree. Upon reasoned proposal of the Chair, an extension of 30 (thirty) days may be granted by the Rector.

#### **Article 38 – Conclusion of the selection procedure**

1. The acts of the selection procedure are approved by Rector's Decree within 30 (thirty) days from the submission of the minutes to the competent Organisational Unit of the Human Resources and Organisation Area. The decree approving the acts is published on the online notice board and on the University's institutional website, in accordance with the principles of transparency and data protection.
2. The final ranking remains valid for 12 (twelve) months from the date of approval of the acts.
3. In case of renunciation or forfeiture due to failure to accept the position within the deadline, the assignment may be awarded to another candidate deemed suitable according to the order of the ranking. The sliding of the ranking is ordered by Rector's Decree.
4. During the validity period of the ranking, where additional justified needs arise relating to the same research project, the Department or Centre Council may propose to the Rector the awarding of further research assignments to candidates placed in a useful position in the ranking, subject to verification of the availability of financial coverage.

## CHAPTER III – DIRECT AWARD OF THE APPOINTMENT

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### Article 39 – Launch of the direct awarding procedure

1. Only and exclusively for research assignments funded with external resources, obtained at national, international or European level on the basis of competitive calls, as an alternative possibility to the comparative evaluation selection procedure, it is possible to activate direct awarding procedures.
2. The public notice, aimed at collecting expressions of interest from candidates, is issued by Rector's Decree and must contain any element deemed useful and necessary, including:
  - a) the number and duration of the research assignments;
  - b) the research programme and its title;
  - c) the scientific-disciplinary group;
  - d) one or more scientific-disciplinary sectors falling within the same scientific-disciplinary group referred to in the previous point;
  - e) the Department or Centre of affiliation and the place where the activity will be carried out;
  - f) the annual all-inclusive amount, gross of charges borne by the holder of the research assignment;
  - g) the expected starting date of the activity;
  - h) the requirements for participation in the expression of interest;
  - i) the deadline and procedures for submitting expressions of interest;
  - j) the legal, economic and social security treatment.
3. The notice is published on the online notice board, as well as on the institutional website, of the University.
4. The deadlines for the submission of applications shall be at least 15 (fifteen) days from the day following the date of publication of the notice on the online notice board of the University.
5. For the purposes of collecting expressions of interest, candidates must attach, within the deadlines and according to the procedures established by the notice, all documentation useful for evaluation, as well as that necessary to prove possession of the participation requirements.

### Article 40 – Procedure for carrying out the selection and identification of the suitable candidate

1. The selection takes place through the direct awarding of research assignments to young scholars considered the most qualified among those deemed suitable to carry out the activity covered by the assignment.
2. The evaluation of expressions of interest is carried out by the Research Supervisor and may be supplemented by further assessments with all or part of the candidates, useful for ascertaining aptitude and suitability for carrying out the research activity covered by the assignment.
3. Following the evaluation, the Research Supervisor identifies the candidates suitable to carry out the activities, formulating for each of them an overall assessment. For each assignment, among the candidates deemed suitable, the candidate considered most qualified to perform the activity is selected, providing adequate justification for the choice. The assessments expressed, the reasons for the choices made and the ranking of suitable candidates not selected are recorded in specific minutes.
4. The Research Supervisor must conclude the selection process within 30 (thirty) days from receipt of the expressions of interest, forwarded by the competent Organisational Unit of the Human Resources and

Organisation Area.

5. The Research Supervisor must not be in any of the conditions provided for by Article 51 of the Code of Civil Procedure with reference to the candidates. To this end, he/she must produce a declaration pursuant to Presidential Decree no. 445 of 28 December 2000.

#### **Article 41 – Conclusion of the direct awarding procedure**

1. The acts of the direct awarding procedure are approved by Rector's Decree. The decree, including the names of the selected candidates and the ranking of suitable candidates not selected, is published on the online notice board, as well as on the institutional website, of the University.

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### **CHAPTER IV – EXECUTION OF THE CONTRACT, FORFEITURE AND TERMINATION**

#### **Article 42 – Conclusion of the private-law contract**

1. The research assignment is conferred through the signing of a private-law contract to be signed within 30 (thirty) days from receipt of the communication sent by the Administration to the winner. The latter may request a justified postponement, provided it is compatible with the activities covered by the assignment and the timelines established by the University or the funding body.
2. The contract referred to in paragraph 1 does not, in any way, constitute an employment relationship.
3. In cases falling under Article 33, paragraph 1, letter c), the signing of the private-law contract is preceded by an authorisation resolution of the Department or Centre Council.
4. Upon signing the private-law contract, the University invites the person concerned to submit the documentation required pursuant to current legislation.
5. The private-law contract must indicate, at least:
  - a) the main place of work;
  - b) the starting date and the final term of the assignment;
  - c) the research support activities covered by the assignment, as well as any further specifications;
  - d) the indication of the overall remuneration;
  - e) the rights and duties of the assignment holder;
  - f) in case of assignments funded by an external body, what is expressly required by that funding body;
  - g) the procedures whereby the assignment holder is required, on a semi-annual basis and at the end of the contract, to submit the results of the scientific activity to the Department or Centre by means of a specific report;
  - h) the indication of the causes for termination of the contract and the necessary notice period;
  - i) the indication of the causes for withdrawal pursuant to Article 2119 of the Civil Code;
  - j) aspects relating to intellectual property and data protection regulations and related confidentiality obligations.
6. The private-law contract is signed by the selected candidate and the Rector.
7. In the event of withdrawal, remuneration is paid up to the last day of actual service.
8. The Director of the Department or Centre shall sign and send to the competent Organisational Unit a written communication regarding the actual start of the activity.

9. In any case, those who fail to declare acceptance or to sign the contract within the deadline set by the University shall forfeit the right to the assignment.

#### **Article 43 – Causes of termination of the private-law contract**

1. The termination of the relationship is determined by the expiry of the term or by withdrawal by one of the parties, giving adequate notice, or by causes of termination provided for by law. The following constitute causes of termination:
  - a) unjustified failure to start or delay in the start of the activity within the time limits established by paragraph 1 of Article 42 of these regulations;
  - b) suspension of the activity for a period exceeding 30 days which compromises the fulfilment of the research activity covered by the assignment;
  - c) serious violation of the incompatibility regime referred to in Article 50 of these regulations;
  - d) negative evaluation of the report referred to in Article 52, paragraph 3, of these regulations, expressed by the Department Council and endorsed by the Tutortion of the relationship is determined by expiry of the term or withdrawal by one of the parties, with appropriate notice, or by other causes provided by law.

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### **CHAPTER V – REMUNERATION, TAX, SOCIAL SECURITY AND INSURANCE TREATMENT**

#### **Article 44 – Economic treatment**

1. Holders of research assignments are granted, for the entire duration of the contract, an economic treatment defined, by resolution of the Department or Centre Council, in relation to the commitment required and the complexity of the activities to be carried out, taking into account what is established by the Board of Directors and without prejudice to what is established by the funding body within the framework of European programmes.
2. The economic treatment referred to in paragraph 1 may not, in any case, be lower than €22,500.00 per year, net of the charges borne by the University, subject to automatic adjustment with reference to monetary devaluation in an amount equal to the ISTAT consumer price index for households of workers and employees (FOI), excluding tobacco, published in the Official Gazette pursuant to Article 81 of Law 27 July 1978, no. 392.
3. This amount is assigned to the holder of the assignment in equal monthly instalments.

#### **Article 45 – Tax, social security and insurance treatment**

1. For research assignments, for tax purposes, the provisions referred to in Article 4 of Law 13 August 1984, no. 476 and subsequent amendments and additions shall apply (assignments exempt from IRPEF).
2. For social security purposes, the provisions referred to in Article 2, paragraphs 26 and following, of Law 8 August 1995, no. 335 and subsequent amendments and additions shall apply (obligation to enrol in the separate scheme).
3. With regard to compulsory maternity leave, the provisions of the Decree of the Minister of Labour and Social Security of 12 July 2007, published in Official Gazette no. 247 of 23 October 2007, shall apply. During the period of compulsory maternity leave, the allowance paid by INPS, pursuant to Article 5 of the aforementioned Decree of 12 July 2007, is supplemented by the University or by the funding body up to the full amount of the research assignment.
4. With regard to sick leave, Article 1, paragraph 788, of Law 27 December 2006, no. 296 shall apply.

5. The University provides holders of research assignments with insurance coverage for accidents and for civil liability towards third parties in the performance of research activities.

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## **CHAPTER VI – DURATION AND SUSPENSION OF RESEARCH APPOINTMENTS**

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### **Article 46 – Duration and extension of the individual assignment**

1. Research assignments have a minimum duration of one year and a maximum duration, including any renewals or extensions, of three years, even if not continuous.
2. In the case of extension or renewal, the procedure provided for in the following Article 55 must be activated.

### **Article 47 – Overall duration in case of accumulation of several assignments, renewals and extensions**

1. The overall duration of research assignments, entered into by the same individual, even with different institutions, may not, in any case, exceed 3 (three) years, even if not continuous and including any renewals or extensions.
2. For the purposes of calculating the overall duration referred to in the previous paragraph, periods spent on leave for maternity or paternity or for health reasons according to current regulations shall not be taken into account.

### **Article 48 – Derogations**

1. The maximum term referred to in the previous Article may be derogated from exclusively for the purpose of implementing specific European Union research funding programmes within the framework of actions related to the Marie Skłodowska-Curie programme (MSCA). Periods spent on leave for maternity or paternity or for health reasons according to current regulations shall not be taken into account.

### **Article 49 – Suspension of activity**

1. The suspension of activities relating to the research assignment, for the period of compulsory maternity leave, entails the extension of the contractual relationship, without prejudice to the amount of the research assignment determined in the contract.
2. Periods of illness, accident, parental leave and non-performance of activity due to serious family reasons produce suspension and interruption of the research assignment for the entire period only if the total duration of such periods exceeds 30 (thirty) consecutive days. It is possible to extend the term of the assignment for a period equal to or shorter than that of the suspension, provided that the Research Supervisor confirms the continuing scientific interest. Where the suspension period is such as, in the unquestionable judgment of the Research Supervisor, to compromise the fulfilment of the research activity, the contract is terminated.
3. Suspension of the research assignment, in addition to the cases indicated above, is possible only for periods exceeding 30 (thirty) consecutive days, upon justified request of the person concerned, and must be approved by the Research Supervisor and the Director of the Department or Centre.

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## **CHAPTER VII – INCOMPATIBILITIES AND ADDITIONAL APPOINTMENTS**

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### **Article 50 – Incompatibilities**

1. The research assignment is not compatible with:

- a) attendance of degree courses, specialist or master's degree courses, PhD programmes or medical specialisation courses, in Italy or abroad, without prejudice to the possibility of implementing specific European Union research funding programmes within the framework of actions related to the Marie Skłodowska-Curie programme (MSCA);
- b) holding PhD scholarships or other scholarships, granted for any purpose by national or foreign institutions, except those exclusively aimed at international mobility for research purposes;
- c) holding research grants, including at other universities or public research bodies;
- d) holding a research contract awarded pursuant to Article 22 of Law 30 December 2010, no. 240, including at other universities or public research bodies;
- e) holding a post-doc assignment awarded pursuant to Article 22-bis of Law 30 December 2010, no. 240, including at other universities or public research bodies;
- f) holding a fixed-term researcher contract pursuant to Article 24 of Law 30 December 2010, no. 240, including at other universities or public research bodies;
- g) any other subordinate employment relationship, including part-time or fixed-term, with public or private entities.

#### **Article 50 bis – Additional Assignments**

1. Assignments external to the University may be authorised by the Head of the Department or Centre, having consulted the Head of Research regarding the compatibility of the performance of the activities and subject to prior assessment of the absence of conflicts of interest.
2. The holder of the research assignment may participate in selection procedures for the awarding of teaching contracts, provided that this does not compromise the regular performance of the research activity covered by the contract and subject to prior written authorization from the Head of Research.
3. Without prejudice to all of the above, the holder of the research assignment may not, in any case, carry out activities that may give rise to a situation of conflict of interest with the activities of the University, that do not allow the regular performance of the research activity, or that are contrary to provisions of law, regulations, or to provisions of the funding body.

### **CHAPTER VIII – TUTOR AND RIGHTS AND DUTIES OF HOLDERS OF RESEARCH APPOINTMENTS**

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#### **Article 51 – Tutor**

1. The research support activity carried out by the holder of the assignment is performed under the direction of a professor or researcher, who assumes the role of "Tutor".
2. The Tutor must coordinate the activity of the assignment holder with that of any other participants in the research programme, also providing all necessary instructions for carrying out the activities.
3. The Tutor must promptly report to the Research Supervisor any non-compliance by the assignment holder, also for the purposes of suspension, unless such non-compliance constitutes grounds for termination by law.

#### **Article 52 – Rights and duties of the holders of research assignments**

1. The holder of a research assignment carries out research support activities under the supervision of a Tutor.

2. The holder of a research assignment carries out his/her activity under conditions of autonomy and without predetermined working hours, within the limits of the research programme and of the indications provided by the Tutor.
3. The holder of a research assignment is required to submit, on a normally semi-annual basis and, in any case, at the end of the relationship, to the Council of the Department or Centre of affiliation, a detailed report on the activity carried out, endorsed by the Tutor.
4. The activity of the holder of the assignment is carried out at the premises of the relevant structure, without prejudice to missions or off-site activities provided for by the research project and/or those previously authorised by the relevant Tutor, by the Research Supervisor and approved by the Council of the same structure.
5. The University provides the holder of the assignment with the necessary support for carrying out the activity covered by the assignment, ensuring access to premises, equipment and the use of technical-administrative services, in compatibility with its organisation, needs and the resources available for the specific research programme.
6. The activity of the holder of the assignment does not in any case constitute subordinate employment.
7. The holder of the research assignment is required to observe and comply with all the provisions of the Code of Ethics, of the Code of Conduct for public employees adopted by Presidential Decree 16 April 2013, no. 62, and of the Code of Conduct of the University, and to comply with the protection and safety regulations, including in the health field, in force at the University. Violation by the holder of the assignment of the obligations arising from the Code of Conduct for public employees may result in termination of the private-law contract and the consequent cessation of the research assignment.
8. In addition to the provisions of the preceding paragraphs, the holder of the assignment is required to comply with the provisions contained in the private-law contract concluded at the time of the awarding of the assignment itself.



## TITLE V – COMMON PROVISIONS

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### Article 53 – Sources of funding

1. Research contracts, post-doc assignments, and research assignments are funded in whole or in part with internal resources, or financed by third parties, whether public or private, on the basis of specific agreements or conventions.
2. For positions financed with internal funds, the annual budget allocation and its distribution among Departments and Centres is decided by the Board of Directors.

### Article 54 – Overall duration

1. The overall duration of the relationships established with holders of positions referred to in Articles 22, 22-bis and 22-ter, and of the contracts referred to in Article 24 of Law 30 December 2010, no. 240, including those with different universities, whether state, non-state or telematic, with institutions of higher artistic, musical and choreography education, with institutions whose advanced scientific training diploma has been recognised as equivalent to a PhD pursuant to Article 74, paragraph 4, of Presidential Decree 11 July 1980, no. 382, and with public research bodies, may not, in any case, exceed 11 (eleven) years, even if not continuous. For the purposes of the duration of the aforementioned relationships, periods spent on leave for maternity or paternity or for health reasons according to current regulations shall not be taken into account.

### Article 55 – Procedure for renewal and/or extension of research contracts and assignments

1. The extension and/or renewal of the contract or assignment is approved by the Department or Centre Council, upon proposal of the Research Supervisor, after verification of the availability and coverage of financial resources.
2. The approval of the extension or renewal must be transmitted, at least 30 (thirty) days before the expiry of the research contract or assignment, to the competent Organisational Unit within the Human Resources and Organisation Area, and must indicate:
  - the specific needs relating to the objectives and the type of project that justify the extension or renewal of the research contract or assignment;
  - in the case of extension, its duration;
  - the certification of the origin and availability of financial coverage.
3. The extension or renewal of the contract or assignment is signed by the contractor or assignment holder and by the Rector.

### Article 56 – Appointment and composition of the Selection Committee

1. The Selection Committee is appointed by Rector's Decree, upon proposal of the Department or Centre Council, and is composed, ensuring, as a rule, an adequate gender balance, of three members, one of whom also performs the functions of recording secretary, identified among:

- a) full or associate professors or researchers belonging to the scientific-disciplinary group that is the subject of the selection;
- b) persons in service at foreign universities who hold an academic position corresponding to those of professor or researcher, as defined by the relevant Ministerial Decree;
- c) persons belonging to categories different from those indicated in the preceding letters a) and b), provided that they are experts of proven competence on the subjects of the call. In the case of foreign members, the Director of the proposing Department or Centre certifies the consistency of their competences with the declaratory of the scientific-disciplinary group.

2. The following persons may not be part of the Selection Committee:

- a) those who have been convicted, even with a sentence not yet final, for the offences provided for in Chapter I of Title II of Book II of the Criminal Code;
- b) those who have a marital relationship or kinship or affinity up to and including the fourth degree, or a civil union between persons of the same sex as regulated by Article 1 of Law 20 May 2016, no. 76, or who are in a de facto cohabitation as regulated by Article 1, paragraphs 37 et seq., of Law 20 May 2016, no. 76, with the candidates or with the other members of the Selection Committee;
- c) those who are in a situation of conflict of interest or in a situation for which there are grounds for abstention pursuant to Article 51 of the Code of Civil Procedure with the candidates or with the other members of the Selection Committee;
- d) those who are co-authors with one or more candidates, in a percentage exceeding 50%, of the publications submitted by them for evaluation purposes;
- e) those who have obtained a negative evaluation pursuant to Article 6, paragraph 7, of Law 30 December 2010, no. 240;
- f) those who are in a situation of incompatibility with participation in Committees for the recruitment of university professors deriving from being placed on leave pursuant to Article 13 of Presidential Decree 11 July 1980, no. 382 or from other specific and express regulatory provisions;
- g) those who are in the status of extraordinary professor on a fixed-term basis pursuant to Article 1, paragraph 12, of Law 4 November 2005, no. 230.

- 3. Each member of the Selection Committee must verify and declare, under his/her own responsibility, that he/she is not in any of the situations of incompatibility provided for in the preceding paragraph 2.
- 4. The Selection Committee may make use of telematic tools for collegial work and may carry out its meetings remotely. The procedures for carrying them out must be adequately recorded in the minutes. The interview may also be carried out in telematic form, according to the procedures provided for in the call. At the end of each meeting, the relevant minutes must be drawn up.
- 5. Participation in the work constitutes an official duty for the members of the Selection Committee, without prejudice to cases of force majeure. Failure to participate in the work by members of the Selection Committee, ascertained by Rector's Decree, entails removal from the Committee itself. Renunciation of the appointment or resignation of a member of the Committee due to supervening impediments must be adequately justified and documented.
- 6. No compensation is provided for the members of the Selection Committee.

### **Article 57 – Intellectual property**

1. Without prejudice to the moral rights recognised by law to the author of the work or invention, the University is the exclusive owner of the intellectual property rights over the results obtained during the activity carried out by the contractor or assignment holder in the execution of the contract or assignment and as a result of the research project.
2. The University's current regulations on patents and protection of inventions shall apply.

### **Article 57 bis – Healthcare activities for positions in the medical area**

1. In the manner and within the limits provided for by specific agreements between the University and the healthcare facilities, the performance of healthcare activities may be permitted to research contractors, holders of post-doc assignments, as well as holders of research assignments in the medical area, where this is deemed instrumental and functional to the pursuit of the scientific objectives of the relevant research programmes.

### **Article 58 – General provisions**

1. Research contracts, post-doc assignments and research assignments do not give rise to any right to access positions within universities, public research bodies or institutions referred to in Article 74, paragraph 4, of Presidential Decree 11 July 1980, no. 382, nor may they be counted for purposes of Article 20 of Legislative Decree 25 May 2017, no. 75.
2. For the purposes of these regulations:
  - “extension” means the postponement of the expiry date of the original contract or assignment to a later date, before its natural expiry, under the same legal and economic conditions;
  - “renewal” means the conclusion of a further contract or assignment after the expiry of the previous one for continuation of the research project.

## **TITLE VI – FINAL PROVISIONS**

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### **Article 59 – Transitional and reference provisions**

1. For matters not expressly regulated, reference shall be made to Law 30 December 2010, no. 240 and the applicable legislation.
2. Pending alignment of internal regulations with national legislation, holders of research-related positions participate in Department Councils through joint representation.

### **Article 60 – Entry into force**

1. These regulations are issued by Rector's Decree pursuant to Article 39 of the Statute of the University of Parma.

### **Article 61 – Repeals and related effects**

1. These Regulations, from the date of their entry into force, repeal the “*Regulations for the awarding of fixed-term research contracts pursuant to Article 22 of Law no. 240 of 30.12.2010*”, issued by Rector's Decree no. 663/2025, and shall apply, insofar as compatible, to research contracts already awarded.

