

## TRAINING contract template

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### CONTRACT

between

the **Company/Organisation** ... (referred to hereafter, for reasons of brevity, as the “Commissioning body”) with its head office in ..., Via ..., VAT number ..., Fiscal code ..., represented by ..., born... on ..., is authorised to sign the present contract with ...

and

the **Department of ... University of Pavia** (referred to hereafter, for reasons of brevity, as the “Department”), Fiscal code. ..., based in Pavia, Via ..., represented, in accordance with and for the purposes set out in article 8, subparagraph 17, of the Manual attached to the Regulations of the University regulations for administration, finance and accounting, by Director Prof. ..., born in ..., on ..., authorised to sign the present act by Department board decision dated ...

hereafter, referred to as, “parties”

the following is agreed and stipulated

#### **Article 1 – Contract scope**

The Department of ... undertakes to implement a training programme concerning ... .

#### **Article 2 – Department obligations**

The training programme will be executed by Prof. ... and held at ..., in ... .

#### **Article 3 – Contract amount and payment method**

The commissioning body is contracted to make a payment, against an invoice issued by the Department, amounting to € ...,00 + IVA in accordance with Art.10 of DPR n. 633/72. Payments must be made via bank transfer to account holder at ..., ... Bank, ... branch (eventual address), to IBAN ... (→ for public organisations, Bank of Italy Unified Public Treasury current account).

The Department declares in advance that it has no other obligations towards the commissioning body for the execution of the training programme as outlined in the present contract.

#### **Article 4 – Contract duration**

The present contract has a duration of ... from ... (→ state whether this is the date the contract is signed or a date prior to the signing of the contract).

#### **Article 5 – Withdrawals and terminations**

Either party may withdraw from the present contract by providing written communication to the other party sent by recorded delivery with an advance notice period of ... (→ indicate the number of months or days).

The commissioning body should follow the procedure described above should the contract scope be interrupted for whatever reason.

Violating even a single regulation that governs the present contract will give the party not in default the right to resolve the contract for just cause by sending written communication, via recorded delivery, to the counter-party.

In cases in which the contract has been terminated, the commissioning body is obliged to pay the Department an outstanding amount that corresponds to the stage of the training programme.

It is confirmed that the termination of the contract will result neither party being liable to compensation or further payment requests over and above the total amount agreed in the present contract.

#### **Article 6 – Confidentiality**

The Department is committed to guaranteeing that the personnel responsible for the execution of the present contract maintain confidentiality, towards any unauthorized person or third party, regarding confidential information that it obtains from the commissioning body for the execution of the tasks connected to the present contract.

#### **Article 7 – Health and safety in the workplace**

**Basic principles:** The activities outlined in the present contract will be carried out according to the laws and regulations currently in force governing health and safety in the workplace with any eventual and subsequent obligations to be agreed between the parties in a separate agreement.

**Where training programme activities take place at the commissioning body's offices or at other premises specified by the commissioning body,** University personnel attending training activities at the commissioning body's office or at other premises specified by the commissioning body should observe the legal statutes regarding health and safety in the workplace and adhere to the regulations currently in place at the workplaces frequented.

The commissioning body must inform university personnel who attend training activities at its offices, or at premises specified by it, of the risks present in the workplace and of the preventative and protective measures adopted, including those concerning the management of emergencies.

#### **Article 8 – Insurance**

University personnel who attend training activities at the commissioning body's offices, or at premises specified by it, for training activities as defined in the present contract, or related to its execution, benefit from INAIL/ Workers Compensation Authority cover and are also covered by liability policy insurance.

Should university personnel staff suffer injury during the execution of training activities foreseen in this present contract, conducted at assigned premises and ongoing, the

interested party should report the incident to the competent INAIL office respecting the timescale and methods outlined in current regulations, also promptly informing the other party.

**Article 9 – Handling of personal data**

The parties, regarding the handling of personal data relative to the present contract, commit to observing the regulations outlined in D. Lgs. 196/03 – Code on the protection of personal data and the protection of privacy.

**Article 10 – Tax obligations**

The present contract is subject to registration only when it is used, in accordance with Articles 5 and 39 D.P.R. n. 131/86 and fixed Registration Tax, in accordance with Art. 11, Part I tariff, of the cited DPR, as they are contractual services subject to VAT, to be borne by the body applicant. Contract duty stamps, in accordance with Art 2, comma 1, of D.P.R. 642/72, are to be borne by the commissioning body.

**Article 11 – Jurisdiction**

In cases disagreement of any type that may arise between the parties in relation to the interpretation, execution and/or validity of the present contract that cannot be resolved amicably, the court having exclusive jurisdiction is that of Pavia.

\_\_\_\_\_, \_\_/\_\_/\_\_\_\_

(Place, date)

Commissioning body ...  
Legal representative

Department of ...  
University of Pavia  
Director

\_\_\_\_\_  
(Dott. ...)

\_\_\_\_\_  
(Prof. ...)