**Ministry of University and Research**

**Directorate-General for Internationalisation and Communication**

**Public notice for the submission of project proposals to be funded  
under the National Recovery and Resilience Plan (NRRP)**

**Mission 4, “*Education and Research*” - Component 2, “*From Research to Business”* -**

**Investment line 1.2, “*Funding projects presented by young researchers”*,**

**funded by the European Union - NextGenerationEU**

**Annex 5C – Preliminary agreement between Host Institution and Applicant**

The undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, born in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

tax code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (henceforth the “*Applicant*”), address line

, No.\_\_\_\_\_, city \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Region \_\_\_\_\_\_\_\_\_\_\_\_\_, State \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, postcode \_\_\_\_\_\_\_\_\_\_\_, phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, e-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

and

The *Host Institution* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_, born in \_\_\_\_\_\_\_\_\_ \_\_\_\_\_, tax code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

enter into the following

**Preliminary agreement[[1]](#footnote-2)**

**Art. 1 (General Purpose)**

1. Pursuant to Directorial Decree No. 247/2022, the Applicant will be employed by the Host Institution in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from \_\_\_\_\_\_ to \_\_\_\_\_. This employment is based on and exclusively financed by the Ministry of University and Research within the Mission 4, “Education and Research”, Component 2, “From Research to Business”, Investment 1.2, “Funding projects presented by young researchers” of the National Recovery and Resilience Plan.
2. The Applicant has the following tasks: Execution of the research project named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, presented in accordance with Directorial Decree No. 247/2022. The Applicant’s obligations are summarized in Article 2.
3. The employment will end without requiring any further notice by the end of \_\_\_\_\_\_\_\_\_\_\_\_.
4. The Applicant is aware of the selection criteria she/he has to fulfil at the time of recruitment in order to be eligible for project funding.

**Art. 2 (Obligations of the Applicant)**

1. The Applicant is obliged to adhere to all instructions included in the Directorial Decree No. 247/2022 and the Decree for the notification of the award. As far as the Host Institution has set up institutional rules, they are part of this agreement.
2. The Applicant agrees to accurately attend to all tasks and to discharge all obligations related to the employment.
3. The working hours are equivalent to the regular weekly working hours of a full-time employee.
4. In case the research proposal presented by the Applicant is granted funding in accordance with Directorial Decree No. 247/2022, the Applicant is obliged to subscribe an employment contract of the “RTD-A” type, pursuant to Directorial Decree No. 247/2022, within 20 December 2022.
5. The Applicant ensures that the research project is executed according to the original research proposal. The Applicant agrees to inform the Host Institution without delay on each and every condition that may affect the continuation of the project.
6. The Applicant agrees to provide the Host Institution with the required documentation and all the necessary information, pursuant to the Directorial Decree No. 247/2022.
7. The Applicant commits to start and conclude the research activities in the dates specified in Art 1, unless different indications are provided by the Ministry of University and Research.
8. The Applicant commits not to cumulate the funding provided by Directorial Decree No. 247/2022 with any other contribution for the same expenditures.
9. The Applicant declares not to be in a situation of real or potential conflict of interest and commits not to be in the same situation over the full duration of the project.
10. The Applicant commits to managing data or other research outputs (except for publications) generated during the project in line with the FAIR (Findable, Accessible, Interoperable, Reusable) and “Open science” principles.
11. The Applicant commits to ensuring that the research activities carried out over the duration of the project comply with the “*Do no significant harm*” Technical Guidance (2021/C58/01).

**Art. 3 (Obligations of the Host Institution)**

1. The Host Institution is obliged to adhere to all instructions included in Directorial Decree No. 247/2022 related to the employment.
2. In case the research proposal presented by the Applicant is granted funding in accordance with Directorial Decree No. 247/2022, the Host Institution is obliged to subscribe an employment contract of the “RTD-A” type, pursuant to Directorial Decree No. 247/2022, within 20 December 2022.

**Art. 4 (Termination of the Agreement)**

1. The employment will end without requiring any further notice upon the expiration of the day specified in Art. 1. However, it may also be invalidated pursuant to the respective period of cancellation. Reasons for invalidation may be given if:

a) the Applicant does not comply with the obligations specified in Art. 1 and 2,

b) the *Host Institution* does not comply with the obligations specified in Art. 1 and 3,

c) the proposal of the Applicant has been initiated on the basis of incorrect or incomplete information, or

d) other important reasons take place.

1. The Applicant agrees to abstain from pleading omission of enrichment and to reimburse any allowances which have been paid in an unjustified manner. In such cases the Applicant is obliged to reimburse the *Host Institution*.

**Art. 5 (Claims / Amendments – Other Provisions)**

1. Modifications, amendments and side agreements are only effective, if agreed upon in writing.
2. If individual provisions of this contract, including this provision itself, should become invalid, be it in part or completely, or should this agreement contain a gap, all other provisions or parts of such provisions and their contents will not be affected by that. The invalid or missing pro-visions will then be replaced by relevant legal provisions and laws.
3. The entire contractual relationship is governed and interpreted by and according to Italian law.

Place\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature** (Representative) **Signature (**Applicant)

1. This reading version may be used without any restrictions. However, the parties which have created this document do not assume any liabilities or responsibilities of any kind. This text, be it the entire text or parts thereof, may only be used on the user’s own responsibility. Additionally, persons using this document are obliged to verify it accordingly to protect own interests and rights. [↑](#footnote-ref-2)