



**Global Employment
Compass
Italy**

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1. Summary of applicable rights for different categories of workers

	Employees (part-time or full-time)	Independent contractors/ service providers	Volunteers
Employment laws and regulations	Yes	Yes	No
Employees' compensation/remuneration requirements	Yes	No	No
Minimum wage requirements	Yes	No (With the exception of certain cases provided by the law)	No
Mandatory provident fund/retirement benefit fund contributions	Yes	Yes	No
Immigration requirements including the right to work in your country	Yes	Yes	Yes
Personal Data (Privacy) laws and regulations	Yes	Yes	Yes
Anti-discrimination laws and regulations	Yes	Yes	Yes



2. Legal requirements/rights/ practices for different categories of workers

a. Employees

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Definition of an employee

An employee is a person who undertakes to work in the company against payment of a salary, providing their intellectual or manual work activity within the company, under the management and the control of their employer

1 Contracts of Employment

What types of employment contracts are available? E.g. fixed term, part time, zero hour contracts, other? Are there any specific employment contracts available for non-profit organizations?

There are different types of employment contracts: fixed-term or permanent contract, part-time or full-time, on-call contract, apprenticeship, internship, intermittent work, self-employment-and agency agreement. There are not specific employment contracts available for non-profit organizations.

What are the key terms of employment contracts?

The main elements of an employment contract are the category and level of the employee, the working place and the working hours, the duration of the employment relationship, the date of hiring, and the salary.

Is it acceptable to have a probation period for employees? If yes, for how long?

The law allows to fix a probation period for employees, as long as it is written and signed by both parties before the employment relationship starts. In order for the probationary period to be valid,





it is necessary to list the specific duties of the employee. The length depends on the category and level of the employee, and it is provided for by the National Collective Bargaining Agreements (NCBA) applied. In any case, the probation period cannot be longer than 6 months.

Are fixed term employment contracts permissible? Are there any limitations on fixed term contracts? Are there any requirements to have a fixed term contract?

The fixed term contracts are permissible, but the law provides for some limits. The maximum duration of the fixed term contract is 24 months. For the first 12 months, it is not necessary to specify the reason of the contract. If the contract has a duration over than 12 months, or in case of extension of the contract or renewal, the contract must denote in detail the reason. The reason should be one of those established by the NCBA applied or, in case the NCBA does not provide any reasons, until the 30 April 2024, the needs of a technical, organizational and production nature can be determined by the parties. In any case, the reason may also be related to replacement needs of some employees.

Do employment contracts have to be in writing? Are there any signatory requirements for employment contracts? For example, could they be signed in-person or electronically, etc.)?

The employment contracts can be not in writing, but it is strongly recommended to write the contract and sign it by both parties. In fact, the law obliges the employer to give the employee different information at the moment of hiring (i.e. working time, place of work, duration of probation period, contractual classification, holidays, paid leaves, the training to which the employee will be entitled, etc.).

Do employees have to be issued with a written employment contract before they start work?

It is appropriate that employees receive and sign the contract before starting to work. Notwithstanding the above, the Italian law imposes only that the employer delivers to the employee, by the date of beginning of the Relationship, the information provided for by Art. 1 of Legislative Decree No. 152 of 26 May 1997 relating to the additional information concerning the Relationship (Transparency Sheet).

Can you provide a simple template of the contracts mentioned above?

There is not a universal template, but you can find a simple template in the Addendum #1.

Is there an obligation for an employer to run a criminal record check to the extent that any individual they hire will be working with children or vulnerable people?

Yes, there is.

Can employers request references from former employers for new hires?

Yes, they can.

Is an employer required to set up any form of employee representative body? If so, what is the trigger for this?

There is not an obligation to establish a representative body of the employees. However, it is actually a right of the employees to require a representative body when the company employs more than 15 employees.





Is it common to have collective agreements in your jurisdiction that apply to all employers in a particular region or sector?

Yes, it is.

2 Conditions of employment

What is the minimum age requirement for employment?

The minimum age is 16 years old (exceptionally 15 years old for a particular apprenticeship), as long as the teens are no longer subject to compulsory education.

What type of work may a child undertake? For example, are there any specific restrictions?

Children (who are under 15 years old) can work in cultural sector, artistic sectors, sports, or advertising sectors or in the entertainment industry. For teenagers who are between 16 and 18 years old, there are some restrictions in order to preserve their health.

Wages

What is the minimum wage requirement for employees? Are there any exceptions in minimum wages for young persons or people with disabilities?

The minimum wage is established by the National Collective Bargaining Agreement (NCBA) applied by the Company, and it depends on the contractual classification of the employee (i.e. executive, white-collar employee, etc.). There are not any exceptions in minimum wages for young people or disables.

Are there any conditions which warrant a pay raise or extra pay? If yes, what are they?

The pay raise sometimes is imposed by the NCBA applied, but in any case, the employer is free to recognize an increase of the salary when the company thinks the employee deserves it (i.e. for their performance or the results achieved). In any case, the employee consent is necessary in order to grant such an increase.

When are wages due? For example, is there any obligation to pay wages weekly, or monthly?

The rules of payment are established by the NCBA applied, but the salary is usually paid monthly. If the NCBA imposes to pay the 13th and 14th monthly instalments, they are generally due in December and July respectively.

Are employers obliged to provide employees with paid leave on public holidays?

Yes, they are.

Are employers obliged to provide employees with annual leave?

Yes, they are. The law provides that the minimum duration of (payable) annual leave is four weeks; but the NCBA can set a longer (payable) annual leave.

Are employees entitled to receive their usual salary during their annual leave?

Yes, they are.





Is there a requirement to pay overtime? How is overtime compensated?

The employer is obliged to pay the overtime or to ensure compensatory rests. The overtime is paid taking into account the rules set forth in the NCBA applied by the Company.

Are there any extraordinary circumstances that could be relied on to temporarily cease paying employees for the hours worked?

No, there are not.

Are employees entitled to an end-of-year payment?

Generally speaking, the NCBA's provide that during Christmas holidays the employee is entitled to receive the so-called *tredicesima* , which is equal to a monthly gross salary.

Are employees entitled to payments when their employment contract is terminated, such as notice or notice pay, accrued or untaken holiday and/or statutory severance?

Yes, they are.

Working hours

What is considered a full time working week? If the employee is contractually required to work less than this amount are they considered a part time employee?

The full-time working week is 40 hours. That said there are NCBA's which provide for a working week with fewer hours. Therefore, if the employee works less than the normal hours required by the NCBA (since the employment agreement executed with this latter provided that) the employee is considered a part-time worker.

Are there fixed public/statutory holidays each year? Can employees be required to work on public/statutory holidays? Are employees entitled to any other type of leave besides public/statutory holidays?

There are fixed public holidays (i.e. 25th December). During the public holidays, the employees cannot work (even if there are some exceptions); but in any case, the employer must pay those days. If the employees must work, the employer is required to pay an increased salary as indicated by the NCBA applied.

Please note that there are other kinds of leaves: parental leave, maternity leave, paternity leave, study leave, extraordinary leave, marriage leave and etc.

Do part time employees receive any particular protection on the basis of their part-time status?

No, they do not; but part-time employees must not be discriminated for their status.

Do part-time employees receive the same pro-rated terms to full time employees, e.g. in relation to pay and benefits?

Yes, they do.





Social security

What social security contributions are employers obliged to pay? Presumably, pro-rated contributions are required for part time employees?

The contributions are calculated on the salary received by the employee.

Are employers obliged to provide health insurance to their employees?

The employers are obliged to provide health insurance to their employees.

Are employees entitled to unemployment insurance/benefits following the end of employment?

In general, yes they are. To elaborate, the law provides the possibility of the employee, whose employment relationship is unintentionally terminated, to ask for an unemployment indemnity (called "NASPI") if they have at least 13 weeks of contribution in the previous 4 years. Please note that for receiving the above mentioned indemnity, there is a particular procedure to follow.

Are employers obliged to provide sick leave? If yes, for how long? How many days have to be paid by employers? Is it possible to have unpaid sick leave?

The employers are obliged to provide a sick leave. The length of the sick leave with job retention is normally established by the NCBA. The sick leave is usually paid by the National Institute for Social Security (INPS) (except for the first three days of sickness, which are paid by the Company). However, the employers must integrate, as indicated by the NCBA applied, the indemnity paid by the INPS.

Are employers obliged to provide maternity leave for employees? If yes, for how long? How many days/months have to be paid by employers? Is it possible to have unpaid maternity leave?

The maternity leave duration is 5 months (generally two months before the birth date and three after the birth). The maternity leave is paid by the INPS (80% of the salary), but the NCBA's can impose the employers to integrate the indemnity. The maternity leave cannot be unpaid.

Is paternity leave available to employees? If yes, for how long? How many days/months have to be paid by employers? Is it possible to have unpaid paternity leave?

The paternity leave is alternative to the mother's one, but it can be asked only in presence of some specific events (i.e. death of the mother, abandonment of the child by the mother, etc). The payment and the duration follow the same rules of the maternity leave.

Are employers liable for absence due to work-place injuries?

Generally speaking, employers are liable if it is proven that the injury is due to an employer liability. In this case, the employer may be exposed to several risks, e.g. be sued to compensate the employee for damages suffered.

Are employees entitled to retirement benefits from the employer? If yes, what benefits?

As a general rule, no, since the retirement benefits are paid by the INPS.





Are employers obliged to introduce reporting channels and legal safeguards for whistleblowers?

Yes, they are. The employers, who are obliged to respect the rules of whistleblowers, are the ones that in the last year had employed at least 50 employees, or less, if they operate in some specific sectors or adopt an organization and management models pursuant to Legislative Decree 231/2001. That said, this obligation starts from December 17, 2023, unless the Company has employed more than 249 employees in the last year. In this latter case, the obligation at stake starts from July 15, 2023.

3 Safe and supportive work environment

Broadly what measures have to be in place to ensure employers uphold health and safety? (such as fire or earthquake drills)

There are several measures established by law. As a general remark, the employers must do a risk assessment and set up a document, with all the information achieved. There are also rules concerning the emergency management (as fire or earthquake drills) and the health surveillance of the employees or the use of individual protection devices, and the employee's education. Another important aspect is that the employer must appoint a prevention and protection service manager (called "RSPP"), principals and workers' safety representative (called "RLS").

Is there a requirement for an employer to issue any form of non-discrimination policies? (such as gender equality policies, equal employment opportunities, diversity, and inclusion policies, etc.)

The employer does not have the obligation to set up some policies for avoiding discriminations, provided that, in any case, the company cannot discriminate the employees for race, gender, sexual orientation, or political or religious reasons.

Is there a requirement to provide employees with training designed to combat discrimination and harassment?

No, there is not.

Is there a requirement to have a data protection policy?

No, there is not. Despite that, according to law, the employer must give the employees an appropriate information notice on data processing.

Is it mandatory for employers to have a Child Protection Policy (CPP)? Are employees obliged to provide training on CPP to its employees?

No, it is not.

4 Tax

Which taxes are mandatory for employers to pay and deduct on behalf of their employees?

In Italy, employers are responsible for paying and deducting several taxes on behalf of their employees, such as personal income tax, social security contributions and regional insurance tax.





Are all employee taxes deducted from the salary that the employer pays or is there a requirement for employees to pay certain taxes directly?

The employers operate as a tax substitute. Therefore, we confirm that taxes are deducted from salary.

5 Remote work

Are employers required to have a registered legal entity in the jurisdiction in order to employ employees in the jurisdiction?

No, they are not.

Are employers required to provide any form of physical working space for employees working in your country?

No, they are not.

Please provide general instructions for employers on what to check if the employer has remote employees, including concerning employee tax liabilities.

The employers shall verify in which country the employees work remotely. Generally speaking, the tax shall be paid in the country where the employee works, irrespectively of the fact that they are employee for a company based in a specific country.

6 What to do when things go wrong

Dispute resolution

Do employees (including volunteers) need to go through any form of dispute resolution before bringing a claim to a court or tribunal?

No, they do not. With regard to the challenge of the dismissal, before suing the Company in front of the Tribunal Court, the employees must appeal their dismissal out of court, by challenging the dismissal.

Resignation

What grounds do employees have for resignation?

The employees can resign for any reasons, but also none at all. The only obligation of the employees is to respect the notice period established by the NCBA (except if the employee resigns for just cause, that means for reason chargeable to the employer), as well as to respect the so-called telematic resignation procedure, set forth by Article 26, Legislative Decree no. 151/2015, for submitting the resignation through the website www.lavoro.gov.it.

Termination

What grounds do employers have for the termination of employment contracts?

In a very few words, employers can dismiss employees:

- a) for objective reasons (when there are facts that affect the corporate reality, such as reorganization of working methods, the termination of production activity, the closure of a branch of a department) and the employee cannot be relocated in the Company, by giving a notice period.
- b) for just cause without notice period (when it occurs a cause-linked to the conduct of the employee which does not allow to continue the working relationship not even temporarily),





without giving any notice period.

- c) for disciplinary/subjective reasons because of infractions the employee has committed (like serious and repeated mistakes during the working activity), by giving a notice period.
- d) if the employee exceeds the so called "periodo di comporto" (period in which the employee has the right to job retention) or if the employee is unsuitable for health reason to perform his job, and he/she cannot be relocated, by giving a notice period.

How do employers have to document the termination of an employment contract?

Delivering by hand the dismissal letter to the employee (i.e. a written document). It can be sent by post, but in that case it is suggested to send the letter by so-called Raccomandata A/R. That allows the Company to understand the exact day the letter arrives at its destination.

What is the responsibility of employers for damages incurred by an employee's actions within his/her work?

According to the Italian Civil Code, the employer must be considered liable for its employees' actions.





b. Independent contractors/consultants*

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Definition of an independent contractor/consultant

The self-employed worker is a person obliged to perform work or a service against consideration, working mainly on their own and without subordination to the principal.

* The term consultant will be used to also refer to independent contractors, or any other term that would mean a person that provides goods or services under a written contract or a verbal agreement but does not work to meet the definition of employee.

1 Contracts

What types of independent contractor/consultant agreements are available? Are there any specific agreements available to NGOs?

There are not any specific types of consultant agreements, in fact the content of them can change in relation to the principal's needs. There are not any specific agreements for NGOs.

What are the main elements of consultant agreements?

The main elements of a consultant agreement are the duration, the salary (linked to the results and not to the time worked), the object of the activity and the absence of the principal's strict directions.

Is it possible to have probation periods for independent contractors/consultants? If yes, for how long?

No, it is not.

Is it possible to have a fixed term consultation/independent contractor agreement? Are there any restrictions around fixed term consultant/independent contractor agreements?

It is possible to have a fixed term consultation/independent contractor agreement without any restrictions.





Do independent contractor/consultant agreements have to be in writing? Are there any signatory requirements? For example, could they be signed in-person or electronically, etc.)?

The contracts must not be in writing, but it is strongly recommended to have them. There is not any particular form of signing, in fact, it can be freely determined.

Do all types of independent contractors/consultants have to be under contract in order to be able to work?

No, they do not.

Can you provide a simple template of the agreements mentioned above?

A standard agreement does not exist, please see the Addendum #2 for a simple template.

Is there an obligation to run a criminal record check to the extent that any independent contractor will be working with children or vulnerable people?

In the case mentioned, there is not an obligation to run criminal records.

2 Conditions of work for consultants

Are there any minimum age requirements for an individual to work under a consultant/independent contractor agreement?

Please refer to our answers related to employees.

Does a consultant/independent contractor need to obtain a license or any other permission in order to work?

Generally speaking, the consultants do not need a license. Despite that, according to law, in order to exercise some professions, the independent contractors need to have some requirements (i. e. enrolment to a specific public register). For example, lawyers, doctors and psychologists have to enrol into their professional registry in order to practice their profession.

Payment

Are there any minimum pay requirements for consultants/independent contractors?

No, there are not.

Are there any exceptions in minimum wages for young persons or people with disabilities?

No, there are not.

Is there any requirement to provide statutory/paid leave to consultants for statutory holidays?

No, there are not.

Is there any requirement to pay annual leave to consultant/independent contractors? If so, how is this compensated, if at all?

No, there are not.





**Is there an obligation to provide consultant/independent contractors with overtime?
How is this compensated if required?**

No, there is not. The consultant/independent contractors are paid for the results agreed and not for the time they spend at working.

Are consultants entitled to an end-of-year payment?

No, they are not.

Are consultants entitled to a final payment when the contract is terminated?

No, they are not.

Working hours

Are consultants entitled to any type of leave, whether paid or unpaid?

No, they are not.

Social security

Does the end user engager need to make any social security contributions on behalf of a consultant/independent contractor? Are independent contractors entitled to health insurance from the end user engager?

As a general remark, the independent contractors are not entitled to health insurance, therefore they provide on their own to social security contributions. That said, different rules apply with respect to the so-called coordinated and continuous collaborations, which are subject to different rules. If you need more information in this regard, please let us know.

Are independent contractors/consultants entitled to unemployment insurance/benefits after termination of their independent contractor/consultancy agreement from the end user engager?

No, they are not.

Are independent contractors/consultants entitled to sick leave from the end user engager? If yes, for how long? How many days have to be paid?

No, they are not.

Are independent contractors/consultants entitled to maternity leave from the end user engager? If yes, for how long? How many days/months have to be paid?

No, they are not. The independent contractors have the right to receive the indemnity of maternity by the INPS (or if provided, by other social security entity), but there is not an obligation of abstain from working.

Are independent contractors/consultants entitled to paternity leave from the end user engager? If yes, for how long? How many days/months should be paid?

No, they are not. They are only entitled to the indemnity by the INPS, in case of some specific events (i.e. death of the mother, abandonment of the child by the mother, etc.). If they are enrolled to another social security entity, it is necessary to see what that entity provides.





Are employers obliged to cover work-place injuries for independent contractors/consultants?

Yes, they are.

Are independent contractors/consultants entitled to retirement benefits from the end user? If yes, what benefits?

No, they are not.

3 Safe and supportive work environment

Are there any differences in terms of the regime that applies to employees?

No, there are not.

4 Remote work

Are end user engagers required to have a registered legal entity in the jurisdiction in order to hire independent contractors/consultants there?

No, there are not.

5 What to do when things go wrong

Resignation

Do consultants/independent contractors need a reason to terminate the contract or can they terminate it for any reason in accordance with the terms of the contract?

The contract can be terminated by both parties in accordance with the terms established in it.

Termination of agreement

What grounds do end user engagers have for the termination of consultant agreements?

The reasons and ways (with or without prior notice) to terminate the consultant agreement are established by the contract.

What is the responsibility of the end user engagers for damages incurred by a consultant's actions within his/her work?

There is no liability.





c. Volunteers

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Definition of a volunteer

The volunteer is who performs activities free of charge, in absence of an obligation.

1 Contracts

Are organizations required to sign any form of agreement with volunteers?

No, they are not.

2 Conditions of employment

Is there a minimum age requirement for volunteers?

No, there is not, but normally companies allow persons to work as volunteer from the age of 16

What type of volunteering work may a child undertake? Are there any restrictions around this?

There are no particular limits.

Payments and reimbursement

Are organizations allowed to pay stipends to volunteers?

No, they are not.

Are organizations allowed to reimburse volunteers? If yes, for what expenses (such as transportation, food, etc.).

Yes, they are. The expenses can be reimbursed if they are documented.

Working hours

Are there any obligations around how many hours volunteers can work?

No, there are not.





Are volunteers entitled to any type of leave?

No, there are not.

Social security

Are organizations obliged to pay any social security contributions on behalf of their volunteers?

No, there are not.

Are organizations obliged to provide health insurance to volunteers?

Yes, they are.

Are organizations liable for absences of volunteers due to work-place injuries?

No, they are not.

3 Safe and supportive work environment

Are there any differences in terms of the regime that applies to employees?

No, they are not.

4 Tax

Are organizations obliged to pay taxes if they pay their volunteers stipends? If yes, what types of taxes are mandatory to pay?

The volunteers do not receive any specific remuneration. Therefore, there is no need to pay taxes from them.

5 What to do when things go wrong

What grounds do organizations have for the termination of volunteer agreements/arrangements?

The law does not impose any rules; the termination can be freely determined by the organizations.

What is the responsibility of organizations for damages incurred by a volunteer's actions within his/her work?

The organizations can be civil liable for damages caused by the volunteers to third parties.





d. Non-citizen employees and consultants, including refugees and others forcibly displaced

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1 Status and the right to work

Are employers obliged to secure legal status for their employees or consultants if they are non-citizens? (such as refugee status, humanitarian visas, visas for trafficking survivors, other recognized protection statuses, etc.)

Generally speaking no, but specific rules may apply in order to allow non-citizens employee or consultant to work in Italy.

Are employers obliged to secure work permits for their employees or consultants?

There is a several rules to apply, taking into account the country where the foreign employee comes from (within the European Union (UE) or outside the European Union (Extra-UE)). The UE employees do not have to respect a particular bureaucratic procedure to work in Italy, as for Extra-UE employees which need an appropriate permit.

Is it always necessary to obtain a work permit?

The work permit is necessary when the Employees come from an Extra-UE Country; while the employees coming from a European Country, need an authorization to stay permanently in Italy (if they stay continuously in Italy for a period of 5 years).

Can asylum-seekers and other persons forcibly displaced access the right to work if they do not have refugee status or other recognized protection statuses?

No, they cannot.



2 Contracts

Are employment contracts or consultant agreements for non-citizens different to those for citizens?

There are no different rules for the content of employment contracts or consultant agreements; the difference is the procedure for allowing foreigners to work in Italy.

3 Conditions of employment

Does national law regulate the quotas for the number of non-citizens within one organization?

The law provides for some annual quotas, but they do not concern a singular organization, but the maximum number of accesses of foreigners in Italy for working reasons.

Are employers obliged to report about employed non-citizens?

No, there are not.

Are there any other differences in conditions of employment for non-citizens and citizens?

No, there are not.

Are there any specific employment terms that apply to citizens but not apply to non-citizens?

No, there are not.

4 Safe and supportive work environment

Are there any differences in a safe and supportive work environment approach for non-citizens? If yes, please elaborate here.

No, there are not.

Does the employer have additional obligations for non-citizens?

No, there are not.

5 What to do when things go wrong

Is the process of termination of an employment contract for non-citizens different than for citizens? If yes, please explain here.

No, there are not.

Is the process of resignation for non-citizens different than for citizens? If yes, please explain here.

No, there are not.



Are non-citizens entitled to the equal protection of employment laws in the event of employment-related disputes?

Yes, they are.



3. Addendum

Addendum #1

(Company's letterhead)

CONTRATTO DI LAVORO SUBORDINATO A TEMPO INDETERMINATO

OPEN-ENDED EMPLOYMENT AGREEMENT

Tra

Between

[•], con sede legale in [•], Via [•], Partita IVA [•] (la «**Società**»), in persona del Dott. [•] munito dei necessari poteri

[•], with registered office in [•], Via [•], VAT no. [•] (the «**Company**»), represented by Mr. [•] duly empowered

e

and

il **Dott. [•]**, nato a [•] il [•] e residente in [•], Via [•], Codice Fiscale [•] (il «**Dipendente**» e, unitamente alla Società, le «**Parti**»)

Mr. [•], born in [•] on [•], resident in [•], Via [•], Tax Code no. [•] (the «**Employee**» and, jointly with the Company, the «**Parties**»)

1. Assunzione e mansioni

1.1. La Società si impegna ad assumere il Dipendente con decorrenza dal [•], con la qualifica di «•» ed inquadramento nel livello [•] del CCNL (come definito al successivo punto 10) (il «**Rapporto**»), alle condizioni di cui al presente contratto (il «**Contratto**»). Salva ogni facoltà *ex art. 2103 c.c.*, al Dipendente verranno affidate la posizione e le mansioni di [•].

1.2. In particolare, quale oggetto della propria attività, al Dipendente saranno assegnati, tra il resto, [i seguenti compiti e responsabilità: [•]; [•] **OPPURE** i compiti e responsabilità descritti nell'allegata job description].

2. Periodo di prova

1. Hiring and tasks

1.1. Commencing on [•], the Company will employ the Employee as white-collar employee under [•] professional level pursuant to the NCBA (as defined under clause 10 below) (the «**Employment Relationship**»), based on the terms and conditions set forth in this agreement (the «**Agreement**»). Save any Company's right according to Article 2103 of the Italian Civil Code, the Employee will perform the tasks of [•].¹

1.2. In particular, Employee's duties shall include, but not limited to, [the following tasks: [•]; [•] or the tasks described in the enclosed job description].

2. Probationary Period

¹ Insert the role/job title of the employee.



Si conviene un periodo di prova di [•] giorni, durante il quale ciascuna parte potrà recedere dal Rapporto in qualunque momento, previa semplice comunicazione scritta in tal senso.

3. Luogo e tempo di svolgimento della prestazione

3.1. In relazione al contenuto ed alle modalità di svolgimento della prestazione, la sede di lavoro del Dipendente sarà ubicata presso i locali della Società siti in [•], Via [•], ferma ogni facoltà *ex art.* 2103 c.c.

3.2. L'orario di lavoro del Dipendente sarà pari a 40 ore settimanali. Fermo il diritto della Società di modificare l'orario di lavoro, sino a successiva comunicazione, l'orario medesimo sarà così distribuito: dal lunedì al venerdì dalle ore [•] alle ore [•] e dalle ore [•] alle ore [•].

4. Obblighi del Dipendente

4.1. È fatto divieto al Dipendente, per tutta la durata del Rapporto, di tenere una condotta che, per sua natura o per le possibili conseguenze che ne possano derivare, risulti in contrasto con i doveri connessi al suo inserimento nell'organizzazione aziendale della Società e del gruppo cui la stessa appartiene (il «**Gruppo**») e possa dar luogo a conflitti di interessi, o che comunque si ponga in contrasto con qualsivoglia disposizione di legge, regolamento o altre fonti normative applicabili al Rapporto o alla attività svolta a favore della Società.

4.2. Per tutta la durata del Rapporto, il Dipendente si impegna ad osservare diligentemente, e ad agire in conformità con tutta la normativa di volta in volta applicabile al Rapporto stesso, nonché ad osservare tutte le *policies* di tempo in tempo in vigore nella Società e nel Gruppo.

5. Retribuzione fissa annua lorda

The Employment Relationship is subject to a probationary period of [•] days², during which either the Company and the Employee will be entitled to terminate the Employment Relationship in writing without giving any notice.

3. Place of work and working time

3.1. In relation to the content and manner of performance, the Employee's place of work will be located at the Company's premises in [•], without prejudice to any right under Article 2103 of the Italian Civil Code.

3.2. The Employee's working hours shall be 40 hours per week. Notwithstanding the Company's right to change the working hours, until further notice, such hours shall be distributed as follows: Monday through Friday from [•] to [•] and from [•] to [•].

4. Employee's obligations

4.1. For the entire duration of the Employment Relationship, the Employee must not act in any way that, due to its nature or possible consequences, is inconsistent with the duties connected to his position in the Company and in the group to which it belong (the «**Group**»), and which may cause a conflict of interest or breach of any provisions in the law, regulations, or other rule applicable to the Employment Relationship or to the activities carried out for the Company.

4.2. For the entire duration of the Employment Relationship, the Employee must duly observe and comply with all the legislation from time to time applicable to the Employment Relationship, and to observe all the policies from time to time in force in the Company and in the Group.

5. Fixed annual remuneration

² Please note that the duration of the trail period varies based on the employee's professional level.



5.1. Quale remunerazione del Dipendente per lo svolgimento delle attività oggetto del Contratto e di ogni relativa obbligazione, la Società corrisponderà una retribuzione globale annua lorda pari ad Euro [•] (la «**RAL**») che, per ogni mensilità, sarà così articolata:

➤ retribuzione base	Euro [•] lordi
➤ contingenza	Euro [•] lordi
➤ altri elementi	Euro [•] lordi
➤ superminimo assorbibile	Euro [•] lordi
➤ [•]	Euro [•] lordi
Totale	Euro [•] lordi

5.2. La RAL verrà erogata, a mezzo bonifico bancario sul conto corrente che verrà indicato dal Dipendente, in 14 mensilità entro [l'ultimo giorno di ogni mese]. La 13^{esima} mensilità verrà erogata in coincidenza con la vigilia di Natale, mentre la 14^{esima} mensilità verrà erogata il 1° luglio di ogni anno.

6. Durata del Rapporto e recesso

- 6.1. Il Contratto è a tempo indeterminato.
- 6.2. Fermo il recesso per giusta causa ai sensi dell'art. 2119 c.c., ciascuna parte potrà recedere dal Contratto nel rispetto del CCNL.

7. Protezione dei dati personali

5.1. As remuneration for any activity performed by the Employee, and as consideration for any of his obligations, the Company will pay a gross annual salary equal to EUR [•] (the «**Base Salary**») that, for each monthly salary, will be broken down as follows:³

➤ base salary	EUR [•] gross
➤ <i>contingenza</i>	EUR [•] gross
➤ other items	EUR [•] gross
➤ absorbable <i>superminimum</i> ⁴	EUR [•] gross
➤ [•]	EUR [•] gross
Total	EUR [•] gross

5.2. The Base Salary shall be paid, by bank transfer to the bank account to be indicated by the Employee, in 14 monthly instalments by [the last day of each month]. The 13th monthly instalment shall be paid on the occasion of Christmas Eve, the 14th monthly instalment shall be paid on July 1st of each year.

6. Duration and termination of the Employment Relationship

- 6.1. The Agreement is open-ended.
- 6.2. Notwithstanding the termination for just cause under Article 2119 of the Italian Civil Code, either party may terminate the Agreement in accordance with the NCBA.

7. Data protection

³ This table shall be filled by your payroll consultant.

⁴ If the base salary is higher than the minimum statutory pay.



La Società consegnerà al Dipendente, entro la data di inizio del Rapporto, idonea informativa relativa al trattamento dei dati personali del Dipendente in conformità al D.Lgs. 30 giugno 2003, n. 196 ed al Regolamento UE 27 aprile 2016, n. 2016/679.

The Company will deliver to the Employee, by the start date of the Employment Relationship, appropriate information regarding the processing of the Employee's personal data in accordance with Legislative Decree No. 196 of 30 June 2003 and EU Regulation No. 2016/679 of 27 April 2016.

8. Miscellanea

8.1. Il Contratto annulla e sostituisce ogni eventuale pattuizione precedentemente intercorsa tra le Parti.

8.2. Il Contratto potrà essere modificato solo per iscritto.

8.3. Nessun comportamento di tolleranza, anche se reiterato, della Società nei confronti di inadempimenti o ritardati adempimenti del Dipendente potrà essere interpretato come tacita abrogazione delle corrispondenti previsioni del Contratto o come rinuncia della Società a far valere i propri diritti.

8.4. Il Contratto è redatto in italiano ed in inglese. Resta inteso che, in caso di difformità tra le due versioni, prevarrà la versione italiana.

9. Comunicazioni e notifiche

Qualsiasi comunicazione effettuata in relazione al Contratto sarà valida ed efficace, anche ai sensi e per gli effetti di cui all'art. 1335 c.c., solo se per iscritto e inviata per mezzo di lettera raccomandata o *e-mail* (anche certificata) ai seguenti indirizzi:

➤ se alla Società: in [•], Via [•]; *e-mail*: [•]; alla cortese attenzione del Dott. [•];

➤ se al Dipendente: in [•], Via [•]; *e-mail*: [•];

ovvero presso il diverso indirizzo o *e-mail* che le Parti potranno reciprocamente comunicarsi in conformità alle disposizioni di questo stesso articolo 9, restando inteso che presso gli indirizzi suindicati, ovvero presso i diversi indirizzi che potranno essere comunicati in futuro, le Parti eleggono altresì il proprio domicilio ad ogni fine relativo al Contratto, ivi compreso quello di eventuali comunicazioni giudiziarie.

8. Miscellaneous

8.1. The Agreement eliminates and replaces any previous agreement reached by the Parties.

8.2. Any change or amendment to the Agreement must only be done in writing.

8.3. Any tolerant behaviour of the Company towards the Employee's non or delayed fulfilment of the Agreement, even if repeated, will not in any case be considered tacit abrogation of the relating provisions of the Agreement, or as the Company's waiver to enforce its rights.

8.4. The Agreement is drafted in both Italian and English. It is understood that, should the Italian and the English versions differ, the Italian version is to prevail.

9. Notices

Any notice to be given in accordance with the Agreement will be valid and effective only if in writing and sent by registered mail or e-mail (also registered e-mail), pursuant to Article 1335 of the Italian Civil Code, to the following addresses:

➤ as to the Company: in [•], Via [•]; e-mail: [•]; to the kind attention of Mr. [•];

➤ as to the Employee: in [•], Via [•]; e-mail: [•];

or to any alternative address or e-mail as communicated afterwards by either Party, according to this clause 9, it being understood that at the address above, or at the different addresses communicated in the future, the Parties elect their legal residence to every aim connected to the Agreement, including that of any judicial communications.



10. Rinvio

Per tutto quanto non espressamente disciplinato nel presente Contratto, si farà riferimento a quanto previsto nel Contratto Collettivo Nazionale di Lavoro per i dipendenti da aziende del Terziario, della distribuzione e dei servizi sottoscritto tra Confcommercio e Filcams-CGIL, Fisascat-CISL e Uiltucs-UIL (il «CCNL»).

La preghiamo di restituirci copia del Contratto da Lei sottoscritta per accettazione e conferma.

La Società

Il Dipendente

Il Contratto è frutto di libera trattativa tra le Parti, se e per quanto occorrer possa, ai sensi e per gli effetti dell'art. 1341 c.c., secondo comma, c.c. il Dipendente sottoscrive per presa visione ed espressa accettazione e conferma il disposto delle clausole:

4) Obblighi del Dipendente; 5) Retribuzione fissa annua lorda; 9) Comunicazioni e notifiche.

[place and date]

Il Dipendente

10. NCBA

For anything not expressly regulated in this Agreement, reference shall be made to the provisions of the National Collective Bargaining Agreement for employees of Tertiary Sector signed by Confcommercio and Filcams-CGIL, Fisascat-CISL and Uiltucs-UIL (the «NCBA».)⁵

Please return a copy of this agreement signed for receipt and acceptance

The Company

The Employee

This Agreement is the result of free negotiations between the Parties. In any case, pursuant to Article 1341 of the Italian Civil Code, the Employee hereby specifically accepts the following clauses:

4) Employee's obligations; 5) Fixed annual remuneration; 9) Notices.

[place and date]

The Employee

⁵ Please be informed that the NCBA applied by the Company is normally chosen by this latter. We inserted here NCBA for the tertiary sector.



Addendum #2

SCRITTURA PRIVATA

AGREEMENT

[*luogo e data*]

[*place and date*]

Tra

Between

[•], con sede legale in [•], Partita IVA [•], in persona del Dott. [•] in qualità di [•] (la «**Società**»)

[•], with registered office in [•], VAT no. [•], in the person of Mr. [•] in his capacity as [•] (the «**Company**»)

E

And

il [•], nato a [•] il [•], residente in [•], Via [•], Codice Fiscale [•] (il «**Professionista**» e, unitamente alla Società, le «**Parti**»)

[•], born in [•] on [•], resident in [•], Via [•], Tax Code no. [•] (the «**Consultant**» and jointly with the Company, the «**Parties**»)

1. Oggetto del Contratto e modalità di esecuzione

1. Object of the Agreement and way of execution

1.1. Il Professionista si impegna a prestare attività di [•] (l'«**Incarico**»).

1.1. The Company entrusts the Consultant with the activities of [•] (the «**Assignment**»).

1.2. L'Incarico consisterà, tra l'altro ed in particolare, nel [*if possible, please provide a brief description of his actual tasks*].

1.2. The Assignment shall consist, among other, in [*if possible, please provide a brief description of his actual tasks*].

1.3. Il Professionista accetta l'Incarico e si impegna a svolgerlo con la massima professionalità ed al meglio delle proprie capacità, muovendosi in sintonia con le eventuali indicazioni della Società e nel rispetto di ogni normativa, attuale o futura, comunque applicabile all'attività oggetto dello stesso.

1.3. The Consultant accepts the Assignment and undertakes to perform it with the utmost diligence and at the best of his capabilities, acting in accordance with the indications possibly provided by the Company and in compliance with any current or future regulations, anyway applicable to the activity under the Agreement.

1.4. Fermo quanto sopra, il Professionista sarà assolutamente libero di determinare tutti gli aspetti operativi e professionali, nonché le modalità di esecuzione della propria attività, nell'ambito di un'assoluta autonomia organizzativa, senza vincoli di alcun genere, che non siano quelli relativi al miglior risultato dell'Incarico.

1.4. Stated the above, the Consultant will be free to define all the operative and professional aspects, including the manner in which the activity is executed, with full organizational autonomy and without any limit, excepting those relating to the best execution of the Assignment.

1.5. Il Professionista sarà, in particolare, libero di svolgere la propria attività dove riterrà

1.5. The Consultant will be free, in particular, to carry out his own activity where he





più utile ed opportuno al conseguimento del risultato finale oggetto dell'Incarico.

deems it most useful and appropriate for the execution of the Assignment.

2. Obbligo di correttezza e segretezza

2.1. Il Professionista si impegna a tenere una condotta che per sua natura o per le possibili conseguenze non risulti in contrasto con i doveri connessi all'Incarico.

2.2. Il Professionista si impegna a mantenere la più ampia riservatezza su tutto quanto concerne l'attività della Società di cui fosse venuto o venisse a conoscenza. È fatto, pertanto, divieto al Professionista di comunicare o divulgare qualsiasi tipo di informazione o notizia inerente all'organizzazione ed all'attività della Società di cui fosse venuto o venisse a conoscenza durante l'esecuzione del Contratto. Tale obbligo si estende anche al periodo successivo alla cessazione del Contratto.

3. Corrispettivo fisso

3.1. Quale corrispettivo per lo svolgimento di ogni attività utile o funzionale allo svolgimento dell'Incarico, nonché dell'assunzione di ogni connessa responsabilità, la Società corrisponderà al Professionista la complessiva somma annua lorda di Euro [•] (il «**Compenso Fisso**»).

3.2. Il Compenso Fisso verrà corrisposto posticipatamente in 12 *tranches* mensili a mezzo di bonifico bancario sul conto corrente che verrà comunicato dal Professionista.

4. Durata e recesso

4.1. Il Contratto produrrà i suoi effetti a far data dal [•] sino al [•] (la «**Data di Naturale Scadenza**»).

4.2. Resta espressamente inteso che alla Data di Naturale Scadenza il Contratto cesserà automaticamente i propri effetti, senza necessità di alcuna ulteriore comunicazione e senza che

2. Confidentiality

2.1. The Consultant undertakes to conduct himself in an appropriate way that, by its nature and for its consequences, does not conflict with the duties connected to the execution of the Assignment.

2.2. The Consultant agrees to maintain the highest level of confidentiality about anything concerning the Company. Accordingly, the Consultant shall not communicate or disclose any kind of information or news concerning the organization and the activities of the Company, and in general any information of which he becomes aware while executing the Agreement. This obligation is also extended to the period after the termination of the Agreement.

3. Fixed compensation

3.1. As consideration for the performance of the Assignment, as well as for all the responsibilities assumed by the Consultant in connection with the Agreement, the Company is to pay to the Consultant the annual gross amount of Euro [•] (the «**Fixed Consideration**»).

3.2. The Fixed Compensation will be paid out to the Consultant in 12 monthly deferred installments by bank transfer on the bank account that will be communicated by the Consultant.

4. Duration and termination

4.1. The Agreement will take effect and shall be fully effective from [•] until [•] (the «**Natural Expiry Date**»).

4.2. It is expressly understood that on the Natural Expiry Date the Agreement will automatically cease its effects, without any further communication and without any of the





nessuna delle Parti maturi il diritto ad indennità di qualsivoglia genere e natura.

4.3. Entrambe le Parti potranno recedere dal Contratto, con effetto immediato, in qualunque momento, previa semplice comunicazione scritta, in presenza di una giusta causa, intendendosi per tale una qualunque causa, di qualsivoglia natura e tipo, che non consenta la prosecuzione neppure provvisoria del Contratto, una causa dunque che, a titolo esemplificativo, incida irrimediabilmente sul vincolo fiduciario, sulla esatta esecuzione del Contratto o sul sinallagma contrattuale.

4.4. La Società potrà inoltre recedere dal Contratto in qualunque momento, nel rispetto del seguente preavviso:

- (i) 1 mese, durante il primo anno di durata e del Contratto; e
- (ii) 2 mesi, durante il periodo successivo.

5. Dati personali

5.1. Con la sottoscrizione del Contratto il Professionista acconsente al trattamento dei suoi dati personali, secondo quanto previsto dal Regolamento UE n. 679/2016 ed alla loro trasmissione, totale o parziale, anche al di fuori dell'Unione Europea.

6. Ulteriori previsioni

6.1. Il Contratto sostituisce e annulla qualsiasi altro precedente accordo scritto o verbale tra le Parti relativo all'oggetto del Contratto stesso.

6.2. Il Contratto è redatto in italiano ed in inglese. Resta inteso che, in caso di difformità tra le due versioni, prevarrà la versione italiana.

7. Comunicazioni

Parties being entitled to indemnities of any kind and nature.

4.3. Either Party is entitled to terminate the Agreement with immediate effect, at any time by written communication, in case of a just cause occur, which means a serious reason that prevents the Agreement from continuing, even on a temporary basis, e.g. a cause that irrevocably affect the fiduciary relationship, the exact execution of the Agreement, or the reciprocity of the Agreement.

4.4. The Company may also communicate its withdrawal at any time from the Agreement, by observing the following notice period of:

- (i) 1 month, until the first anniversary of duration of the Agreement; and
- (ii) 2 months, once the first anniversary is passed.

5. Data protection

5.1. By signing the Agreement, the Consultant agrees to the holding and processing of any data relation to him, in accordance to the EU Regulation no. 679/2016, and to transfer of all or any part of the information that the Company holds relating of the Consultant outside the European Union.

6. Further provisions

6.1. The Agreement supersedes and cancels any other prior written or oral agreement between the Parties relating to the subject matter of the Agreement.

6.2. The Agreement is drafted in both Italian and English. It is understood that, should the Italian and the English versions differ, the Italian version is to prevail.

7. Communications





Qualsiasi comunicazione effettuata in relazione al Contratto sarà valida ed efficace, anche ai sensi e per gli effetti di cui all'art. 1335 c.c., solo se per iscritto e inviata per mezzo di lettera raccomandata o *e-mail* (anche PEC) ai seguenti indirizzi:

➤ se alla Società: in [•]; PEC: [•], alla cortese attenzione del Dott. [•];

➤ se al Professionista: in [•], via [•]; *e-mail*: [•]; PEC [•];

ovvero presso il diverso indirizzo o indirizzo *e-mail* (anche PEC) che le Parti potranno reciprocamente comunicarsi in conformità alle disposizioni di questo stesso articolo 7, restando inteso che presso gli indirizzi suindicati, ovvero presso i diversi indirizzi che potranno essere comunicati in futuro, le Parti eleggono altresì il proprio domicilio ad ogni fine relativo al Contratto, ivi compreso quello di eventuali comunicazioni giudiziarie.

Letto, confermato e sottoscritto.

La Società

Il Professionista

L'Accordo è frutto di libera trattativa tra le Parti, se e per quanto occorrer possa, ai sensi e per gli effetti dell'art. 1341 c.c., secondo comma, c.c. il Professionista sottoscrive per presa visione ed espressa accettazione e conferma il disposto delle clausole:

2) Obbligo di correttezza e segretezza; Durata e recesso; 7) Comunicazioni.

Il Professionista

Any notice to be given in accordance with the Agreement will be valid and effective only if in writing and sent by registered mail or e-mail (also the registered one - *PEC*), pursuant to Article 1335 of the Italian Civil Code, to the following addresses:

➤ if to the Company: in [•], [•]; registered email address: [•]; to the kind attention of [•];

➤ if to the Consultant: in [•], via [•]; e-mail: [•]; PEC [•];

or to any alternative address or e-mail address (also PEC) as communicated afterwards by either Party, according to this clause 7, it being understood that at the address above, or at the different addresses communicated in the future, the Parties elect their legal residence to every aim connected to the Agreement, including that of any judicial communications.

Read, confirmed and undersigned.

The Company

The Consultant

This Agreement is the result of free negotiations between the Parties. In any case, pursuant to Article 1341 of the Italian Civil Code, the Consultant hereby specifically accepts the following clauses:

2) Confidentiality; 4) Duration and termination; 7) Communications.

The Consultant





For more information please visit pilnet.org