

FIXED TERM PRIVATE- LAW CONTRACT OF EMPLOYMENT GOVERNED BY THE LOCAL LABOUR LAW (Employment Act n.7962 of 12.7.1995 and successive amendments) IN ACCORDANCE WITH THE FUNDAMENTAL PRINCIPLES OF ITALIAN LAW

BETWEEN

the Italian Agency for Development Cooperation (hereinafter referred to as "AICS") - Office of Tirana, fiscal code no. 97871890584, represented by Nino MEROLA, Representative of the Office, in the framework of the Program "AID 12293 - EU for Economic Development - Tourism-led, local, economic development, with a focus on Cultural Heritage, financed by the European Union and executed by the Italian Agency for Development Cooperation (AICS) – Contribution Agreement n.2020/420-271. (hereinafter referred to as the "Program").

and, Dr. Endri XHAFERAJ, born on _____ (ALBANIA), fiscal code _____, resident in Via _____

And, jointly, The Parties"

Whereas

- Pursuant to Art. 17 of Law no. 125 of 11th August 2014, hereinafter called the Constituent Law, the Italian Agency for Development Cooperation is constituted (hereinafter called AICS) as a public corporation, subject to the direction and supervision of the Minister of Foreign Affairs and International Cooperation;
- In compliance with Art. 9 of Ministerial Decree no.113 of 22nd July 2015, known as the Statutes of AICS, which provides for, according to the procedures laid down in Article 17, paragraph 7 of the Constituent Law, the establishment of AICS Overseas Offices;
- The overseas Offices manage cooperation initiatives and their relative resources within the limits laid down in Art. 17 paragraphs 3 of the Constituent Law;
- The Contribution Agreement no. 2020/420-271 for the implementation of the Program, signed by the Deputy Director of AICS, Leonardo Carmenati on 4.12.2020 and the EU Delegation in Tirana on 26.11.2020;
- With a Decree of the Deputy Director of AICS 15.12.2020 the responsibility of the Program management was transferred to the Representative of the AICS Office in Tirana;
- The Representative of the Office – in compliance with the Contribution Agreement - has identified the need to use the services of Team Leader of the Program;
- According to what is provided by the Statutes of AICS, in particular in Art. 11, paragraph 1, letter c), the Agency shall locally implement and monitor cooperation initiatives also using personnel not belonging to public administration by entering into fixed term private-law contracts of employment governed by the local law in accordance with the fundamental principles of the Italian law.



ARTICLE 4
REMUNERATION

1. Dr. Endri XHAFERAJ shall receive a gross salary of Euro 84.083,00 (eighty-four thousand eighty-three) inclusive of the share of social security charges that are borne by the employee and in line with the financial availability of the Program.
2. In the case of a taxpayer resident in Italy, the salary will be subject to tax deductions by the Italian Revenue Office. In the case of a taxpayer resident in Albania, no tax deductions will be applied according to the provisions of Article 14, paragraph 3.d of the Framework Cooperation Agreement between Italy and Albania of December 2nd, 2008. The employee shall, however be responsible for complying with the local tax system.
3. The net salary, to be paid monthly at the earliest on the 27th day of each month, shall be inclusive of any other allowance payable under local law. The net salary will be paid by bank transfer to the bank account communicated by the employee.
4. The employee shall be paid, included in the gross salary, a "cost of living" allowance and a "quality of life" allowance determined in accordance with the parameters developed by AICS and in line with the provisions of the Program and the actual allocated financial resources.
5. Provisions shall be made for the payment of a family allowance as per Article 2 of Legislative Decree No. 69 dated March 13, 1988, converted, with amendments, by Act No. 153 of May 13, 1988 and subsequent amendments and additions, without prejudice to the application of local regulations if more favorable to the employee.

ARTICLE 5
SOCIAL SECURITY SCHEMES

In the event that, in accordance with Act 398/87, the employee shall be subject to payment of contributions in Italy, AICS will pay contributions required by Italian law and shall withhold the share that will be borne by the employee. The contributions due from the AICS Tirana and the employee shall be determined in accordance with the regulations in force and commensurate with the employee's taxable salary (Annex 2).

ARTICLE 6
HEALTH INSURANCE

1. In the event the local law does not guarantee any form of mandatory health insurance, or, in any case, clearly insufficient, private insurance coverage can be provided within the limits of assistance guaranteed in Italy by the National Health Service.
2. The health care of the worker will be insured, as provided by the local legislation, by the *Instituti i Sigurimeve Shoqerore*. AICS Tirana shall pay the contributions, if due, according to the provisions of the local legislation.

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ARTICLE 10
SICK LEAVE

1. In the absence of a more advantageous local law, in the event of illness, the employee shall be entitled to a total leave of 60 days per year (i.e., calendar year), of which the first 45 shall be fully paid, whereas the subsequent 15 days shall be paid 1/5 less.
2. Should the above period of 60 days be exceeded, the Representative of AICS Tirana may proceed to terminate the contract of employment, unless the local law is applied, if more favorable.
3. For serious personal or family reasons, the employee shall be authorized to take unpaid absence from work for a period not exceeding twenty days per year.

ARTICLE 11
MATERNITY AND PATERNITY LEAVE AND REST DAYS

The legal and economic conditions for maternity and paternity related leave and rest days in respect of legitimate and natural children, as well as adopted and foster children, shall be governed by the Italian law in compliance with Legislative Decree no. 151 of 26 March 2001 and subsequent amendments and additions.

ARTICLE 12
DAYS OF PAID LEAVE

The employee shall be entitled to take days of paid leave, to be duly documented, for the reasons set forth in the local Employment Act.

ARTICLE 13
WORKING AND SERVICE HOURS

1. The employee shall work 36 (thirty-six) hours per week, spread over 5 working days.
2. For special service needs, the Representative of AICS Tirana may request the employee to extend his working hours beyond the normal working hours, subject to compensatory rest.
3. No provision shall be made for overtime benefit payment.

ARTICLE 14
DUTIES OF THE EMPLOYEE

1. The employee in the performance of his duties has the obligation to: show loyalty; perform his work with the utmost diligence in carrying out the tasks entrusted to him; behave with particular discretion and confidentiality, respecting the secrecy of the office; conform in his working relationships to the principles of assiduous and diligent collaboration; behave at all times in a manner consistent with the prestige of the office and such as to establish relationships of trust; adapt his conduct, including private conduct, to the most rigorous principles of discipline, correctness and decorum; comply with the laws and local customs also with regard to residence and work permits.



f) Conviction by final judgment for a crime which was committed outside the place of work and not directly connected to the current contract but which does not allow the continuation of this contract due to its specific gravity;

g) Reduction of staff or closure of AICS Tirana office and/or early termination of the project;

h) In the event of ascertained permanent disability to carry out contractual duties;

i) In the event of violation of the AICS code of ethics and conduct.

4. For cases of termination of contract for reasons mentioned in the above paragraph, the AICS Tirana Office shall be bound to provide a thirty-day prior notice. In lieu of said notice, the overseas office may make provisions, subject to authorization from the Agency, to pay an indemnity corresponding to the entire remuneration due for the period of failure to give prior notice.

5. In the event the period of prior notice is not observed by the employee, the overseas office shall arrange to recover outstanding sums from any due entitlements belonging to the employee for the period corresponding to the failure to give prior notice.

6. No prior notice shall be necessary in the following cases leading to immediate termination of the contract.

a) Perpetration of serious illegal acts at work of criminal relevance;

b) De jure altercations vis à vis other employees or third parties;

c) Proof that the work was carried out by producing false documents or at any rate through fraudulent means;

d) Perpetration in general of malicious acts or facts of such gravity as not to allow the continuation, even provisional, of the employment contract;

e) Conviction which has the force of res judicata for offences in Italy entailing permanent disqualification from holding public office;

f) Failure to meet the subjective and objective requirements for employment, including the expiry of the residence and/or work permit.

7. For the cases mentioned in this article, the termination of the contract shall be preceded by a written notice of the charge that must be produced within thirty days of the knowledge of the misconduct. The employee shall be convened to be heard with a notice of at least 20 (twenty) days to allow him to provide his justifications and entitled to do so with the assistance of a trusted attorney. In lieu of attending the hearing, the employee may file a written statement.

ARTICLE 17

EXPRESS TERMINATION CLAUSE AND FORCE MAJEURE

In the event of a force majeure event, which could neither have been foreseen nor prevented by the exercise of ordinary diligence, such as, merely by way of example, a situation of insecurity or danger to personnel, natural disasters, epidemics and contagions, forced evacuations which prevent the regular performance of activities and which make it impossible to fulfil contractual obligations, this contract shall be considered terminated.

ARTICLE 18

AGE LIMIT

Unless the local law provides for a lower limit, this contract shall end on the first day of the month following the reaching of 67 years of age, as required by the Italian law.

ANNEX 1

TERMS OF REFERENCE

The Team Leader/Programme manager provides support to the AICS Regional Representative with regards to the implementation of the Action, and reports to him/her. He/she shall be responsible for the technical management of the activities provided for in Annex I "Description of the Action" of Contribution Agreement 2020/420-271. He/she coordinates, from a technical point of view, the Programme Management Unit (PMU) in order to carry out the required activities and achieve the expected results.

In particular, the Team Leader will:

1. Support the AICS Regional Representative in the programme strategic management and in coordinating with the EU Delegation and AICS Rome and Albanian counterparts, and international partners and stakeholders at policy level;
2. Provide direction for strategic planning and budgeting, programming, evaluation and administration as well as leading and overseeing the work of the Program Management Unit (PMU) by ensuring strategic guidance for the implementation of all the components of the program;
3. Support the analysis of the political, social and economic situation and provide expert assistance/advice so as to respond pro-actively, timely and effectively to the situations encountered;
4. Managing/supervising/coaching the team's performance in the obtainment of the objectives set by the program;
5. Work in close collaboration with all relevant stakeholders involved in the program and develop in consultation with them sound approaches to support the effective and efficient delivery of the outcomes of the program;
6. Supervise and follow up the overall implementation of the technical and research related activities of the program;
7. Collaborate in drafting the TOR and scope of work of the relevant external experts and consultants upon request;
8. Collaborate in the recruitment and selection process of the relevant external experts and consultants;
9. Coordinate and liaise with the relevant external experts and consultants to ensure quality and timely reports and follow their work;
10. Establish working relationship with all relevant stakeholders promoting awareness and fostering dialogue;
11. Ensure continuous coordination with national and international actors in order to scale up best practices and models developed by other partners;



12. Participate in monitoring meetings, as well as monitor the activities/results of the project by developing and applying result-based management approaches;
13. Oversee the implementation of the project paying particular attention to the timely implementation of planned activities and most efficient use of project funds;
14. Support the management of information and communication as well as maintain contacts with the donor on regular basis; coordinate and ensure the production of narrative and financial reports, according to the requirements and the timeline set by the Contribution Agreement as well as by AICS internal procedures;
15. Ensure the coherence between the program activities and the cooperation policies in the sector;
16. Support the preparation of the documents needed for the SC meetings;
17. Participate in the Steering Committee meetings;
18. Ensure that the program works in synergy and complementarity with other on-going projects/programs in Albania in order to avoid overlapping and waste of resources.
19. Perform other relevant activities in the cultural heritage sector, as required;
20. Perform other relevant activities requested by the AICS Regional Representative and agreed by the Parties.

