



Rep. Contr. n. 12  
del 01/12/2021

**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 Stefania Vizzaccaro, 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, Francesco GUERZONI, born on

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 Carmena 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 Procurement and Administrative Officer 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

1. This contract shall be drawn up on a fixed-term basis from December 1<sup>st</sup>, 2021 to November 30<sup>th</sup>, 2022. This contract is renewable, in line with the financial availability of the Program.
2. This contract shall not give rise to any form of public service employment between AICS and the employee, and neither shall it fulfil of a permanent job.
3. The contract may be terminated at any time by the Representative of AICS Tirana, providing reasons and motivations, in the event of a serious breach of the obligations arising from the employment contract.
4. Subject to authorization from AICS Rome, the Representative of AICS Tirana Office may terminate the contract in the event of early termination or reduction of project activities, as well as for any other cause incompatible with the continuation of the employment services.

ARTICLE 3  
COMMEMENT AND DURATION OF CONTRACT

1. Francesco GUERZONI shall be employed as Procurement and Administrative Officer, to carry out the duties clearly defined in the attached Terms of Reference (Annex 1).
2. The employee shall be answerable, for administrative and disciplinary purposes, to the Representative of the AICS Tirana office.
3. The employment services shall be provided at the Program Management Unit premises, located in Tirana (Albania) and in all other locations, according to the needs of the Programme.
4. In extraordinary cases of confirmed emergency situations, AICS may authorize the employee to perform his services on a flexible basis and also in a country other than that indicated in paragraphs 3 and 4 of this Article. In this case the remuneration shall not include the payment of the remuneration portions that are strictly payable when permanently present in the workplace abroad (allowances and increases related to cost and quality of life and risk and hardship allowances).

ARTICLE 2  
CONTRACTUAL DUTIES AND PLACE OF WORK

- I. The preamble and the Annexes shall constitute an integral and substantial part of this contract.

ARTICLE 1

IT IS HEREWTH AGREED AND STIPULATED AS FOLLOWS:

- contracts of employment governed by the local law in accordance with the fundamental principles of the Italian law.
- Following a comparative procedure in the records of the AICS Tirana, Francesco GUERZONI has been selected as the winner, having also been found to meet the requirements for the fulfillment of the employment contract;
- The employee has expressly accepted an offer of employment on a fixed-term basis from the Representative of the office.

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 di Sigmmeve Shogevora*. AICS Tirana shall pay the contributions, if due, according to the provisions of the local legislation.
3. In view of the fact that compulsory health care is considered to be insufficient, the employee shall be granted an insurance policy with SIGAL Ltd, the annual premium for which, shall be determined and borne entirely by AICS Tirana.

ARTICLE 6  
HEALTH INSURANCE

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 5  
SOCIAL SECURITY SCHEMES

1. Francesco GUERZONI shall receive a net salary of Euro 4,292 (four thousand two hundred ninety-two) in line with the financial availability of the Program.
2. In the case of a taxpayer resident in Italy, the gross 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 net 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 4  
REMUNERATION

- 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 10  
SICK LEAVE

- 1. The employee shall be entitled to a period of annual leave equivalent to 32 working days per annum.
- 2. Moreover, the employee shall be entitled to paid public holidays in compliance with the calendar of AICS Tirana.
- 3. In the event the local law provides for paid public holidays that are not included in the office's calendar, the employee shall be able to benefit from these by availing himself of the leave days mentioned in the first paragraph of this article.
- 4. In the event the local law provides for a number of paid public holidays that exceed those provided for by the AICS Tirana calendar, the employee shall be able to benefit from these against a corresponding reduction of the leave days mentioned in the first paragraph of this article.
- 5. The employee shall not be able to waive his entitlement to leave and there shall be no provision for payment of unused leave.

ARTICLE 9  
LEAVE

For business travel that has been authorized in advance by the Representative of AICS Tirana, the employee shall be entitled to receive a refund of travel expenses, food and accommodation within the limits prescribed in the Regulations applied to AICS staff.

ARTICLE 8  
BUSINESS TRAVEL

- 1. The employee shall be entitled to insurance against accidents at work and occupational diseases in accordance with the local law provisions. Where the local legislation does not provide any form of protection against accidents at work and occupational diseases, or is clearly insufficient, the employee shall be insured according to the conditions required by Italian law with the Italian Institute for Insurance against Accidents at Work (INAIL). The contributions due shall be borne entirely by AICS Tirana.
- 2. The employment contract shall be terminated in the event of permanent disability to perform the contractual duties.

ARTICLE 7  
INSURANCE AGAINST ACCIDENTS AT WORK  
AND OCCUPATIONAL DISEASES

- unsatisfactory performance;
  - conduct that does not comply with principles of propriety;
  - non-compliance with service regulations;
1. The employee shall be issued with a verbal reprimand and, in case of recurrence, a penalty of warning for minor violations of office duties such as for example:

ARTICLE 15  
VIOLATIONS AND DISCIPLINARY ACTIONS

3. The employee shall, in any case, comply with the obligations of conduct set forth in the Agency's Code of Ethics and Conduct ([https://www.aics.gov.it/?page\\_id=8828](https://www.aics.gov.it/?page_id=8828)), which must be signed for acknowledgment (Annex 3).

2. The employee shall not be entitled to exercise any other professional activity, whether self-employed or as an 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.

ARTICLE 14  
DUTIES OF THE EMPLOYEE

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 13  
WORKING AND SERVICE HOURS

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 12  
DAYS OF PAID LEAVE

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 11  
MATERNITY AND PATERNITY LEAVE AND REST DAYS

*A*

*8*

1. This fixed term contract may be terminated by the employee with a notice of 30 days, without prejudice to the possibility of reducing this period with the consent of the Representative of AICS Tirana.
2. The work performed by the employee shall be subject to evaluation by the Representative of the overseas office.
3. The Representative of the overseas Office, upon consultation with AICS headquarters, shall be entitled to terminate the contract supported by a substantiated decision sent to the party concerned, for the following reasons:
  - a) Professional incompetence;
  - b) Recurrence of violations mentioned in the second paragraph of Article 15 of this contract;
  - c) Absenteeism without valid justification for a number of days, albeit non-consecutive, exceeding three over a period of two years;
  - d) False claim of presence at work;
  - e) Persistent unsatisfactory performance, or rather any whatsoever serious fact which proves total incompetence to adequately fulfill work obligations;
  - 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 alterations vis a 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;

ARTICLE 16  
TERMINATION OF CONTRACT

1. - behavior not in keeping with the decorum of his duties.
2. The employee shall be suspended from work with no pay up to a maximum of 10 (ten) days in the event of multiple recurrences of violations mentioned in the previous paragraph.
3. For more serious cases, the contract shall be terminated according to the provisions stipulated in Article 16 hereunder.
4. In the cases provided for in the preceding paragraphs, with the exception of the verbal reprimand, the imposition of disciplinary actions shall be preceded by a written notification of the charge, which must take place within thirty days of knowledge of the violation. The employee shall be convened to provide his justifications with the assistance of an attorney of his choice. In lieu of the hearing, the employee shall be entitled to deposit a written statement.

AICS Tirana Representative  
Stefania VIZZACCARO  
7



Employee  
Francesco GUERZONI

Annexes:  
Annex 1: Terms of reference  
Annex 2: Gross/net calculations Studio Capriccioli srl

Tirana, December 1<sup>st</sup>, 2021

1. Except as otherwise provided in the provisions herein, the employment conditions governed by this contract shall be subject to local law.
2. Without prejudice to the provisions of general international and conventional law, the local court shall be competent to resolve any disputes that may arise from the application of this contract.

### ARTICLE 19 APPLICABLE LAW AND COMPETENT COURT

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.

### ARTICLE 18 AGE LIMIT

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 fulfill contractual obligations, this contract shall be considered terminated.

### ARTICLE 17 EXPRESS TERMINATION CLAUSE AND FORCE MAJEURE

- 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.

## ANNEX I

### TERMS OF REFERENCE

The Procurement and Administrative Officer, member of the Programme Management Unit (PMU), provides support to the AICS Regional Representative and to the PMU Team Leader with regards to the implementation of the Action, and reports to him/her.

In particular, the Procurement and Administrative Officer will:

1. Draft legal instruments/tender dossiers in relation to the Programme, including contracts for the purchase of goods, equipment, works and/ or services - in compliance with AICS and PRAG rules.
2. Monitor and verify the adherence of all contracts to the Programme rules, which includes proposing amendments and extensions of contracts, and providing preliminary advice on contractual rights and obligations.
3. Review and revise draft legal instruments and correspondence in relation to procurement operational activities in accordance with established EU and AICS procurement and contracting standards.
4. Assist the PMU Team Leader in the conduct and co-ordination of all phases of contractual negotiations with interested parties.
5. Assist the PMU Team Leader in disputes with suppliers during the implementation phase of contracts.
6. Assist the PMU Team Leader in the elaboration of all reporting documents required by the EU Delegation and/ or by AICS, with specific reference to financial reports.
7. Assist the PMU Team Leader in keeping accurate track of the "management bank account ("conto di gestione") set up for the Programme.
8. Assist the PMU Team Leader in the elaboration of requests of payment, supported by appropriate justifications, addressed to the EU Delegation and/ or to AICS HQ.
9. Assist the PMU Team Leader in turning an efficient workflow with Programme partners, as required, with specific attention to the verification of financial reporting submitted by partners.
10. Assist the PMU Team Leader in all issues related to the external, financial audit of the Programme.
11. Provide inputs to the drafting of Office policy documentation, manuals, standard operating procedures and guidelines relating to procurement and/ or contracting matters.
12. Contribute to the development and maintenance of the procurement computerized records.
13. Provide input to the preparation of training materials and participate in training exercises for field and headquarters officials with regard to the legal and financial aspects of AICS procurement and contracting.
14. Perform other relevant duties related to procurement and administrative issues, as required.

