

Conservatorio di musica Giuseppe Tartini Trieste

# Selective-comparative procedure based on qualifications for the awarding of contracts for masterclasses of the two-year Master's Degree in Piano Academic Year 2024-25

#### THE DEAN

HAVING REGARD to Italian Legge No. 508 of 21.12.1999 as amended;

HAVING REGARD to Italian Decreto Legislativo no. 165 of 30.03.2011 as amended;

HAVING REGARD to Italian Decreto del Presidente della Repubblica of 08.07.2005 n. 212;

HAVING REGARD to Italian Decreto Legislativo no. 198 of 11.04.2006 "Codice delle pari opportunità tra uomo e donna" and subsequent amendments;

HAVING REGARD to Article 1, paragraphs 284 and 285 of Italian Legge No. 160 of 27 December 2019;

HAVING REGARD to the C.C.N.L. - AFAM section of 15.02.2005;

HAVING REGARD to the C.C.N.L. – AFAM section of 04.08.2010;

HAVING REGARD to the C.C.N.L. - Education and Research sector - AFAM section of 18.01.2024;

HAVING REGARD to the Italian Decreto Ministeriale 90/2009 which defined the disciplinary sectors, with the relative declarations, and disciplinary fields of competence, of the Conservatories of Music;

HAVING REGARD to the Regulations and its annex containing the criteria for the attribution of additional teaching adopted by the Decree of the President of the Conservatory 31/G prot. 56/C9 of 10 January 2012;

CONSIDERING the need to find experts with whom to stipulate collaboration contracts for the teaching of the masterclasses provided for in the study plan of the two-year Master's degree of II level in Piano;

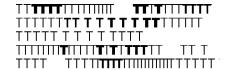
TAKING NOTE of the favourable opinion of the Course Council of the aforementioned Master's Course;

#### **DECREES**

#### Article 1 – Selection procedure

The public comparative evaluation procedure, based on qualifications only, is announced for the identification of a total of 5 experts in order to award a collaboration contract for the academic year 2024/25 for the teaching of the following masterclasses:

- Scuola pianistica russa: n° 1 expert;
- Franz Liszt: n° 1 expert;
- Il virtuosismo romantico: n° 1 expert;
- XX e XXI secolo: n° 1 expert;
- Da Beethoven a Brahms: n° 1 expert.



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## Article 2 – General admission requirements

Admission to the procedure requires possession of the general requirements for access to public employment and teaching. The requirements must be met by the candidates on the date of expiry of the deadline for the submission of applications.

Candidates can apply for one or more of the masterclasses indicated in art. 1. For each of the masterclasses for which he or she is applying, the candidate must possess adequate requirements and qualified experience.

Those who have a marital relationship or a degree of kinship or affinity, up to and including the fourth degree, with the President, the Dean, a member of the Board of Directors or the Academic Council or with a professor belonging to the Department of Keyboard and Percussion Instruments cannot participate in the selection.

## Article 3 – Nature of the assignment and remuneration

The assignment is configured as a provision of self-employment pursuant to art. 2222 of the Italian Codice Civile. The payment of the fees due to professionals in possession of a VAT number will take place exclusively following the issuance of an electronic invoice, according to current legislation.

The gross hourly remuneration, pursuant to Board of Directors resolution no. 18/2022, amounts to € 113 for Italian teachers and € 129 for foreign teachers.

In addition to the fee for the masterclass, there is a gross lump sum as reimbursement of food and lodging expenses, equal to  $\in$  150 per day. Round-trip tickets up to first class for long-distance trains and economy class for air flights will also be refunded, upon presentation of travel documents. The use of one's own vehicle is reimbursed only following prior authorization by the Dean.

The number of hours of the masterclass may vary in relation to the number of actual registrations.

The payment of the fees will take place following the regular conclusion of the masterclass, without prejudice to the possibility of establishing a different periodicity to be agreed with the offices of the Institute.

## Article 4 – Applications and deadlines for submission

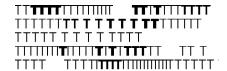
Applications, drawn up on plain paper according to the attached form, addressed to the Director of the Conservatory and duly signed, must be sent no later than **26 December 2024**. The deadline indicated is peremptory.

In the event of participation in the procedure for more than one of the masterclasses indicated in art. 1 it is necessary to submit a specific application for each of the disciplines for which you are competing. Each application must be accompanied by all the necessary documentation. Under no circumstances may you refer to documentation submitted with another application or share documentation between applications.

Applications must be sent:

- by e-mail to protocollo@conts.it
- by PEC to the address amministrazione@pec.conservatorio.trieste.it

Applications sent by other means or to other addresses will not be taken into consideration.



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In the application, the candidate must indicate under his/her own responsibility:

- a) masterclass for which he / she is competing;
- b) surname and name;
- c) date and place of birth;
- d) citizenship;
- e) Italian tax code (if owned);
- f) residential address;
- g) at least two of the following communication systems: mobile phone, landline phone, e-mail address, certified email;
- h) any domicile that the candidate elects for the purposes of the procedure;
- i) any details of the AFAM institution at which he/she works (if applicable);

Handwritten signature or digital signature of the applications is required, otherwise they will be null and void. It also entails the inadmissibility of applications or exclusion from the procedure: failure to comply with the deadlines for submitting applications or failure to indicate communication systems among those listed in point g).

The Administration assumes no responsibility for the dispersion of communications due to inaccurate indications of the address by the candidates, failure or late communication of change of address, nor for any postal, telegraphic and communication errors, or in any case attributable to third parties, fortuitous events or force majeure.

## Article 5 – Documentation of applications

The applications, signed in original, must be accompanied by:

- a) photocopy of a valid identity document;
- b) curriculum of teaching, artistic-musical and professional activity dated and signed;

The curriculum vitae referred to in point b) is valid as a declaration in lieu of the affidavit referred to in art. 47 of Italian DPR 445/2000. False self-declarations or the production of false documents will result in exclusion from the procedure and will be prosecuted under current legislation.

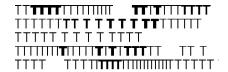
It is not permitted to attach to the application documentation other than that provided for in this article. If the candidate attaches further documentation, the latter cannot be evaluated for the purposes of this procedure, and in any case the Conservatory does not assume any responsibility for the safekeeping of the same.

In relation to what is stated in the curriculum vitae referred to in point b), the Conservatory has the right to request further information and/or documentary material from the candidate before signing the employment contract.

#### Article 6 – Evaluation criteria

The criteria for comparative evaluation between several applications are as follows:

- Affinity of the curriculum with the masterclass for which you are competing;
- Relevance of the artistic-musical and professional activity presented in the curriculum;
- Teaching experience in Italian and foreign musical institutions.



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## Article 7 – Selection Committee

The Commission is appointed by decree of the Dean and is made up of the members of the Course Council of the two-year Master's Degree in Piano.

The Selection Committee, at its first meeting, shall establish in detail the evaluation criteria on the basis of those set out in Article 6.

## Article 8 – Approval and publication of the acts of the comparative procedure

At the end of the Committee's work, having ascertained its regularity, the Director approves the acts of the comparative procedure, arranging for the publication of the results on the www.conts.it website and on the specific web page of the Ministry of Education, University and Research: https://afam-bandi.cineca.it/.

Within five days of publication, each interested party may submit a complaint on plain paper. The Conservatory provides, also ex officio in the context of self-protection, corrections to any material errors relating to the final measure of the comparative procedure.

After the examination of the complaints and the adoption of any corrections, the documents relating to the comparative procedure are published on the www.conts.it website and on the specific web page of the Ministry of Education, University and Research: https://afam-bandi.cineca.it/.

An appeal to the Italian Tribunale Amministrativo Regionale or an extraordinary appeal to the Presidente della Repubblica is allowed against the final measure of the comparative procedure, respectively within 60 and 120 days of publication.

## Article 9 – Validity of the list of comparative procedures

Each assignment referred to in art. 1 is awarded annually.

The list resulting from this comparative procedure is valid for one year from the date of its publication.

#### Article 10 – Identification of the addressee and conclusion of the contract

Each recipient of a teaching contract is identified with reservations. At any time, by reasoned decree of the Dean, even after the evaluation of the qualifications, the revocation of the appointment may be ordered for lack of the prescribed requirements or for the presentation of false self-certifications.

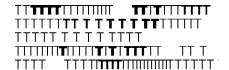
Any proposal for a teaching assignment, containing the essential data relating to the contract, is forwarded by email or certified email.

The deadline for acceptance of the assignment, indicated in the proposal and within which the feedback must take place, is 72 hours from receipt of the proposal. Failure to accept within the deadline is considered as a renunciation by the candidate.

Any stipulation of the above contracts is in any case subject to:

- the activation of the masterclass and the presence of students required to attend it;
- the possession, by the recipient, of the requirements for access to public employment, teaching and those provided for by this procedure;
- the availability, on the part of the recipient, to carry out the assignment in a coordinated form with the general calendar of activities of the Conservatory and with the guidelines for the organization of educational activities established by the Master's Course Council, in compliance with the lesson timetable provided for the specific discipline.

The person in charge carries out his or her activity without any relationship of subordination to the administration.



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For employees of other AFAM Institutions or Italian Public Bodies, the assignment of the assignment, as well as the payment of the related remuneration, is subject to the issuance, by the Institute to which they belong, of prior authorization to carry out the assignment.

Interruption of the collaboration will result in the termination of the contract.

The contract entered into with the person in charge lasts until the end of the 2024/25 academic year from the date of signing. The place where the courses are held is the Conservatory of Trieste.

## Article 11 – Processing of personal data and responsible for the procedure

The Conservatory undertakes to respect the confidentiality of the information provided by the candidates and to process all data only for the purposes connected and instrumental to the procedure and to the possible stipulation and management of the employment relationship.

Pursuant to Italian Decreto Legislativo 196/2003 and EU Regulation 2016/679, the personal data provided by candidates are collected at the Personnel Office of the Conservatory for the purposes of managing the procedure and will be processed manually and electronically, even after the possible establishment of the employment relationship, for the purposes related to the management of the procedure and the management of the employment relationship. The provision of the aforementioned data is mandatory for the purpose of assessing the requirements for participation in the procedure. The interested party enjoys the rights referred to in Italian Decreto Legislativo 196/2003 and EU Regulation 2016/679 with particular regard to the updating, correction, integration of data and their cancellation, transformation into anonymous form and blocking. In addition, you may object for legitimate reasons to the processing of personal data concerning you. To exercise these rights, the interested party may contact the Administrative Director in his capacity as pro tempore "Responsible" for the processing of personal data.

The person responsible for the procedure pursuant to Italian Legge 241/1990 is the Dean of the Conservatory.

#### Article 12 – Investigations on substitute declarations

Pursuant to Article 71 of Italian DPR 445/2000, the Conservatory may at any time carry out appropriate checks on the veracity of the substitute declarations made by the candidates. In the case of falsity in deeds and false declarations, in addition to exclusion from the procedure and forfeiture of employment, the criminal provisions provided for in Article 76 of the aforementioned DPR 445/2000 shall apply.

The Conservatory will proceed with the verification of self-certifications in the forms provided for by the legislation and on the basis of its internal regulations.

### Article 13 - Safeguard clause

For anything not expressly provided for in this announcement, reference is made to the Italian legislative and contractual provisions in force on self-employment relationships on the date of stipulation of the contract.

For any dispute, the Italian version of this announcement shall prevail.

The Dean

Prof. Sandro Torlontano