S.T.A.R.

# Engagement letter for professional services

Engages a professional for intellectual services: scope, fee, timing, liability and withdrawal.

| | |
|---|---|
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| **Governing law** | Italian |
| **Language** | English (courtesy translation) |

| **Choices in this template** | |
|---|---|
| Fee | fixed fee |
| Advance payment | no |
| Rights in the work to the client | yes |

A template to adapt, prepared without a lawyer's review. It is not legal advice and binds no one until the parties sign it. Check the choices with a professional before use. Only the Italian text is binding; the English version is a courtesy translation.

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## Article 1 — Parties and scope

**1.1** [Party A: name, registered office, tax code/VAT number] (the "Client") engages [Party B: name, registered office, tax code/VAT number] (the "Professional") to carry out: [description].

**1.2** The engagement is a contract for intellectual services (Articles 2229 and following of the Civil Code): the Professional undertakes to perform the activity with due diligence, not to achieve a given result, unless expressly stated.

**1.3** Activities not listed are outside the engagement; any extension is agreed in writing.

## Article 2 — How the work is done

**2.1** The Professional performs the engagement personally and may use assistants under their direction and responsibility (Article 2232 of the Civil Code).

**2.2** The Client provides the information and documents needed in good time; delays caused by their absence are not attributable to the Professional.

## Article 3 — Fee

**3.1** The fee is a fixed amount of EUR [amount], plus VAT and statutory charges where due.

**3.2** Invoices are payable within 30 days of receipt. Late payment bears the interest provided by Legislative Decree 231/2002 where the Client acts as a business.

**3.3** Documented out-of-pocket expenses are reimbursed separately if approved in advance.

## Article 4 — Confidentiality and personal data

**4.1** The Professional keeps the Client's information confidential and uses it only for the engagement.

**4.2** Each party processes the other's personal data in accordance with Regulation (EU) 2016/679 (GDPR); where the Professional processes data on the Client's behalf, the parties sign an agreement under Article 28 GDPR.

## Article 5 — Rights in the work

**5.1** On full payment of the fee the economic rights in the work produced for the Client are transferred to the Client, within the limits of Law 633/1941; the Professional keeps general know-how and pre-existing tools.

## Article 6 — Liability

**6.1** Where the service involves technical problems of special difficulty, the Professional is liable only for wilful misconduct or gross negligence (Article 2236 of the Civil Code).

**6.2** Otherwise the Professional's liability is limited to the fee received, except for wilful misconduct or gross negligence (Article 1229 of the Civil Code).

## Article 7 — Term and withdrawal

**7.1** The engagement lasts until the listed activities are completed.

**7.2** The Client may withdraw at any time, reimbursing the expenses incurred and paying the fee for the work done (Article 2237 of the Civil Code).

**7.3** The Professional may withdraw only for just cause and so as to avoid prejudice to the Client.

## Article 8 — Governing law and jurisdiction

**8.1** This agreement is governed by Italian law.

**8.2** The courts of [competent court] have exclusive jurisdiction over any dispute concerning this agreement.

## Article 9 — Final provisions

**9.1** This agreement contains the whole agreement of the parties on its subject and supersedes any earlier understanding.

**9.2** Any amendment must be in writing, failing which it is void.

**9.3** If a clause is invalid, the others remain in force and the parties replace it with a valid clause whose effect is as close as possible.

## Signatures

Place and date: [place], [date]

For [Party A: name, registered office, tax code/VAT number]

_____

For [Party B: name, registered office, tax code/VAT number]

_____

## Specific approval (Articles 1341 and 1342 of the Civil Code)

The parties declare that they have read and specifically approve the following clauses: 6.2 (Liability); 8.2 (Governing law and jurisdiction).

For [Party A: name, registered office, tax code/VAT number]

_____

For [Party B: name, registered office, tax code/VAT number]

_____

## Annex — Legal acts cited

| Act | Official title (as verified) | Verified |
|---|---|---|
| Regulation (EU) 2016/679 (GDPR) | Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Text with EEA relevance) | 2026-10-21 |
| Italian Civil Code (Royal Decree 262/1942) | REGIO DECRETO 16 marzo 1942, n. 262 | 2026-10-21 |
| Legislative Decree 231/2002 (late payments) | DECRETO LEGISLATIVO 9 ottobre 2002, n. 231 | 2026-10-21 |
| Copyright Law 633/1941 | LEGGE 22 aprile 1941, n. 633 | 2026-10-21 |

## Integrity of this document

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