

Network Contracts in Italian Agriculture: Legal Insights, Operational Strategies, and European Perspectives

Abstract

This article examines the network contract in the Italian agricultural sector, a distinctive legal instrument introduced by Decree-Law No. 5/2009 and adapted to agriculture through Decree-Law No. 91/2014, which enables small and medium-sized agricultural enterprises to cooperate while preserving their legal and operational autonomy. The study analyzes the regulatory framework, structural characteristics, and operational mechanisms of agricultural network contracts, including the common network program, methods of collaboration, legal requirements for participation, labor law implications, and relations with public administration. Through comparative analysis with similar models in other European legal systems, the research highlights the distinctive flexibility of the Italian approach, demonstrating that while the network contract offers significant advantages for resource optimization and enhanced competitiveness, its effectiveness ultimately depends on careful contract drafting, clear governance mechanisms, and proper understanding of its legal implications in the agricultural context.

Keywords: Agricultural Law; Network Contract; Business Aggregation; Agricultural Enterprises; Italian Law

1. Introduction

In recent years, the Italian agricultural sector has faced increasingly complex challenges, stemming from growing global competition, the need for technological innovation, and the constraints imposed by environmental and sustainability

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regulations. In a context dominated by small and medium-sized agricultural enterprises, often family-run, the necessity for new organizational models enabling operators to collaborate, share resources and expertise, and gain easier access to markets and public funding has emerged with particular urgency.

Among the solutions introduced by the legislator to support this transformation, the network contract has assumed a central role. This legal instrument was designed to foster structured forms of cooperation among enterprises while preserving their legal and financial autonomy². Its application to the agricultural sector was specifically regulated by Decree-Law No. 91/2014, which adapted the instrument to the particularities of the primary sector, allowing agricultural enterprises to combine forces and expertise to face market challenges with greater resilience.

The agricultural network contract³ distinguishes itself by enabling the sharing of productive activities, know-how, and resources, thus promoting cooperative models that extend beyond traditional associative forms such as cooperatives and consortia⁴. Compared to these instruments, the network contract is characterized by greater operational flexibility: participants may choose between a contractual form, which regulates collaboration without creating a new legal entity, and a subjective configuration, which grants the network independent legal personality.

In the agricultural sector, where small business size often limits access to markets and financial instruments, the network contract represents a strategic opportunity to enhance competitiveness and foster innovation among participating enterprises. This form of aggregation not only strengthens entrepreneurial capacity but also facilitates compliance with the sustainability objectives set by the Common Agricultural Policy (CAP) and European directives, thereby accelerating the transition towards more efficient and environmentally sustainable production models.

The objective of this study is to conduct an in-depth analysis of the agricultural network contract, examining its purposes, regulatory framework, advantages, and critical aspects, with particular attention to recent jurisprudential and practical developments. The following sections will explore the legal and operational aspects, the procedures for joining and managing the network, and the labor law implications, with the aim of providing a comprehensive and up-to-date overview of this essential tool for the modernization of Italian agriculture

2 | Article 3 of Law No. 33/2009 defines the network contract as an agreement through which multiple entrepreneurs pursue the goal of increasing their innovative capacity and market competitiveness. To this end, the parties adhering to the network must collaborate in predetermined forms and areas related to the exercise of their respective businesses, exchange technical, commercial, or industrial information, or jointly conduct one or more activities within their business scope based on a common program.

3 | Lucifero 2021, 355, D'Angelo, 2020, 346 who defines the network contract as a "modern form of agricultural sharecropping agreement."

4 | Russo 2015, 1018, Caprara 2019, 124 ss.); on the protective role of agricultural consortia, see Janarelli 2009, 449; on producer organizations, see Casadei 2009, 349.

2. The Regulatory Evolution of the Network Contract in Agriculture

The introduction of the network contract into the Italian legal system is part of a broader process of progressive modernization of contractual instruments available to enterprises, aimed at enhancing their competitiveness and fostering innovation. Initially introduced by Decree-Law No. 5/2009⁵, this legal instrument has undergone significant evolution over the years, particularly with respect to the agricultural sector, where the specificities of production and the need for aggregation among enterprises have necessitated an adaptation of the general framework to the concrete needs of industry operator.

A significant step in this direction was taken with Decree-Law No. 91/2014⁶, which introduced a specific regulatory framework for agricultural network contracts. The legislation established that agricultural enterprises, provided they fall within the definition of small and medium-sized enterprises under Regulation (EC) No. 800/2008, may enter into a network contract aimed at the common agricultural production, based on the sharing of resources and productive factors. The most notable innovation introduced by the legislator was the possibility for network participants to divide the production obtained within the network on an original basis, allocating shares to each participant according to the agreements set forth in the network program, without this division constituting a transfer of goods with translational effects.

The distinction between the *network-contract* and the *network-entity*⁷, introduced by Decree-Law No. 83/2012 and further refined by Decree-Law No. 179/2012, has also had a significant impact on agricultural networks. The choice between these two models depends on the specific needs of the participating enterprises: if the primary goal is merely to share means of production and knowledge, the network-contract offers greater flexibility; conversely, if the objective is to establish an autonomous entity capable of operating directly in the market, the network-entity is the more appropriate structure.

Another important regulatory development occurred with Ministerial Decree of March 27, 2014, which regulated the joint employment (*codatorialità*) of workers within agricultural networks, allowing network enterprises to hire employees

5 | The legislation contained in Art. 3, para. 4-ter et seq. of Decree-Law No. 5 of 10 February 2009, converted into Law No. 33 of 9 April 2009, was subsequently amended and supplemented by Law No. 99 of 23 July 2009 and by Decree-Law No. 78 of 31 May 2010 (so-called "Competitiveness Decree"), which was converted with amendments into Law No. 122 of 30 July 2010. Further modifications were introduced by Decree-Law No. 83 of 22 June 2012, converted into Law No. 134 of 7 August 2012. Finally, the legal framework was revised by Decree-Law No. 179 of 18 October 2012, converted into Law No. 221 of 17 December 2012.

6 | Decree-Law No. 91/2014 was converted into Law No. 116/2014

7 | For a more in-depth analysis, see paragraph 6.2.

jointly and allocate them across multiple farms within the network. This mechanism has helped to overcome the rigidities of traditional labor regulations, enabling a more efficient management of seasonal and specialized labor, which is particularly crucial in the agricultural sector.

In light of this evolutionary trajectory, the network contract today stands as one of the most innovative legal instruments for fostering collaboration among agricultural enterprises, offering a flexible legal framework that balances entrepreneurial autonomy with operational integration. However, the constant regulatory changes and judicial interpretations necessitate a careful assessment of how this instrument is applied, ensuring that it effectively addresses the needs of the sector without being misused for purposes inconsistent with its intended function.

3. Structure and Content of the Agricultural Network Contract

The agricultural network contract represents a legal instrument of significant relevance to the primary sector, aimed at promoting innovative forms of cooperation among enterprises without compromising their managerial autonomy

Although it falls within the category of multilateral contracts with a common purpose⁸, its primary nature is essentially obligational. A textual analysis of the relevant legislation reveals no elements of property transfer or real effects; rather, it is configured as an agreement binding the parties to the implementation of a common program without directly affecting ownership rights over the assets employed within the network. From a causal perspective, legal scholarship has highlighted that, moving beyond the traditional approach based on the economic and social function of the contract, it is necessary to identify its concrete cause⁹. In the case of the network contract, the cause cannot be reduced merely to an associative purpose but consists in the joint exercise of an economic activity aimed at achieving an objective that extends beyond ordinary production—namely, the enhancement of both individual and collective competitiveness and innovative capacity.

Another distinguishing feature of the network contract is its duration, as it is a contract designed to produce effects over a continuous period. The implementation of the common program presupposes a lasting commitment from the network participants, whose coordination must be maintained over time to ensure the

8 | See Guerrera 2014, 397; Mosco 2010, 839–863; Villa, 2009. According to Cafaggi & Iamicelli 2009, 597, the network contract is a 'trans-typical figure, a hybrid between contract and organization, corresponding to associative contracts and those with a common purpose.' Conversely, G. Vettori, 2009, 390–396, and C. Camardi, 2009, 928–934, argue that the network contract does not constitute a new contractual type but rather a set of rules intended to merge with those of other types. Finally, another perspective suggests that Law No. 33 of 2009 regulates a typical consortium with external activity and public relevance. On this point, see Musso, 2009.

9 | Compagnucci, Cavicchi, & Spigarelli 2016, 5.

achievement of the established objectives. Furthermore, the contractual structure may vary depending on the number of participating enterprises, assuming either a bilateral or multilateral form. However, even in cases where the network consists of a limited number of enterprises, the requirement of a stable and organized collaborative relationship remains essential, as this element differentiates the network contract from more traditional contractual forms¹⁰.

Unlike traditional associative structures such as cooperatives and consortia, the network contract is characterized by greater organizational flexibility, allowing participants to define a common network program that specifically regulates the methods of collaboration. The legislator has, in fact, sought to establish an aggregative model capable of adapting to the needs of individual enterprises, granting them the freedom to define the scope of cooperation and the corresponding obligations, while respecting the general principles of the legal system.

From a structural perspective, the agricultural network contract must contain certain essential elements¹¹ to ensure its validity and effectiveness, as established by Article 3, paragraph 4-ter, of Decree-Law No. 5/2009¹². A fundamental element is the common network program, which sets out the strategic objectives of the collaboration and the activities that network participants commit to carrying out jointly. This program must be detailed and designed to foster the growth of the innovative and competitive capacity of the participating agricultural enterprises. Another crucial aspect concerns the modalities of collaboration, which must be clearly and transparently regulated, specifying whether the aggregation is limited to the exchange of information and resources or entails deeper operational integration, such as the sharing of production means, land, infrastructure, and personnel.

A further distinctive feature of the agricultural network contract concerns the contribution of production factors and the original allocation of production among the network participants. The legislation allows participants to receive their respective shares of production without this constituting a transfer of goods between enterprises, thereby preserving their managerial autonomy. In some cases, the contract may also provide for the establishment of a common asset fund and a governing body. Although not mandatory, these instruments can be particularly useful for managing shared activities. If a common asset fund is established, it must have financial autonomy and may be used exclusively to achieve the objectives defined in the network program.

10 | Cuffaro 2013, 1.

11 | Micozzi & Di Diego 2013, 17.

12 | The article stipulates, in fact, that through the network contract, multiple entrepreneurs pursue the objective of enhancing, both individually and collectively, their innovative capacity and market competitiveness. The *causa* (purpose) of the contract is, therefore, the enhancement of the enterprises' innovative capacity and competitiveness.

For the agricultural network contract to produce legal effects, it must be executed in written form *ad substantiam*, meaning by means of a public deed, an authenticated private agreement, or a digitally signed document¹³, and subsequently registered with the Business Register. Registration is a fundamental step, as it ensures the transparency of the operation and allows third parties to ascertain the existence of the network and its objectives.

In conclusion, the structure of the agricultural network contract is based on elements of flexibility and customization, with the objective of responding to the specific needs of the participating enterprises. However, to fully express its potential, the contractual framework must be detailed and compliant with regulatory provisions, avoiding excessively generic solutions that could undermine its effectiveness and proper application.

3.1 The Common Network Program: Characteristics and Objectives

The common network program constitutes the core of the agricultural network contract, outlining the strategic objectives that the participating enterprises intend to pursue through cooperation. It serves not only as an essential requirement for the contract's validity, as established by Article 3, paragraph 4-*ter*, of Decree-Law No. 5/2009, but also as the operational tool through which the integration of the participating agricultural enterprises is effectively realized. The formulation of a detailed and structured network program is crucial to ensuring that the network effectively responds to the needs of the primary sector, fostering increased competitiveness and innovation in the agricultural industry.

The program must first and foremost clearly state the objectives that the network aims to achieve. These objectives typically include the optimization of productive resources, shared access to innovative tools and technologies, enhanced market penetration capabilities, and improved access to public funding dedicated to agriculture. Unlike other forms of aggregation, such as consortia or cooperatives, the network contract allows enterprises to maintain their managerial and legal autonomy, avoiding excessively rigid constraints while enabling greater operational flexibility.

A key aspect in drafting the network program concerns the specification of the activities that will be jointly carried out by the participating enterprises. The regulatory framework permits a wide range of operational models, extending from the shared use of production factors, such as land, equipment, and machinery, to the joint execution of agricultural activities, livestock farming, or agri-food

13 | Pursuant to Legislative Decree No. 82/2005, it should be noted that the legislator, with the aim of promoting a wider dissemination of the network contract in the agri-food sector, has provided for the possibility of concluding the agreement also in electronic form. In this case, the contract may be digitally signed by the parties and supported, as well as countersigned with a digital signature, by a trade association, thereby ensuring greater simplicity and accessibility in its formalization.

processing. The program may also provide for the exchange of know-how among network members, facilitating the dissemination of innovative and sustainable practices in line with recent European directives on the ecological and digital transition of the agricultural sector.

Another fundamental feature of the network program is the definition of implementation and monitoring mechanisms for the set objectives. The network must establish verification tools to assess the achievement of its stated goals, identify measurable performance indicators, and adopt mechanisms to adjust the program in response to evolving market conditions. In this regard, the contract may include provisions allowing modifications to the common program with the majority consent of network members, thereby ensuring the flexibility necessary to adapt to a sector characterized by high volatility and unpredictable climatic and commercial conditions.

Furthermore, to ensure the network's efficient operation, the program must clearly define the rights and obligations of each participant, regulating key aspects such as the allocation of resources, the financial contributions of each enterprise, and the procedures for joining and leaving the network. Clarity in defining these aspects is essential to preventing conflicts among network members and ensuring robust governance of the aggregation. Some networks opt to establish a common management body responsible for overseeing program implementation and coordinating activities among participants; however, this solution is not mandatory and depends on the legal configuration adopted.

The common network program, therefore, is not merely a formal document but represents the foundation upon which the entire operation of the agricultural network is built. Its meticulous formulation and effective implementation are determining factors for the success of the aggregation, ensuring that it effectively contributes to strengthening the competitiveness of agricultural enterprises, fostering innovation in the sector, and creating virtuous synergies among industry operators.

3.2. Methods of Collaboration Among Participating Agricultural Enterprises

The agricultural network contract is distinguished by the flexibility of the collaboration methods it offers to participating enterprises, allowing them to develop synergies without compromising their legal and economic autonomy. This aspect is particularly relevant in the agricultural sector, where enterprises are often of small scale and have limited resources. By joining a network, agricultural businesses can overcome these constraints, fostering cooperation at both operational and strategic levels.

One of the primary forms of collaboration concerns the joint management of production phases, enabling enterprises to optimize the use of production factors, reduce operating costs, and enhance overall production efficiency. Through the

common network program, enterprises can establish rules for the shared use of land, equipment, and machinery, as well as define uniform agronomic practices to ensure production quality and sustainability. In this respect, the agricultural network contract stands out for its ability to promote a more rational and integrated production model, which is particularly valuable in a context characterized by increasing global competition and challenges related to climate change.

Another significant area of collaboration involves the integration of research and development activities, which is essential for stimulating innovation and facilitating the adoption of new technologies in the primary sector. Networked enterprises can share knowledge, advanced agronomic techniques, and digital solutions to improve both productivity and sustainability in farming practices. This collaborative approach is crucial in a context where access to innovation is often limited for small and medium-sized agricultural enterprises, which can benefit from shared information and joint experimentation with innovative practices such as precision agriculture and the use of sustainable biotechnologies.

At the same time, enterprises within the network can develop common market strategies, thereby enhancing their ability to access both national and international markets¹⁴. This form of collaboration is reflected in the adoption of collective brands, shared quality certifications, and the implementation of coordinated promotional strategies. In doing so, agricultural networks can strengthen their market presence, increase their bargaining power with large-scale retail chains, and promote the joint commercialization of their products. Experience from existing business networks has demonstrated that aggregation enables enterprises to overcome the sector's typical fragmentation of supply, reducing dependence on major intermediaries and fostering more direct sales models, such as short supply chains and solidarity-based purchasing groups.

It is crucial to emphasize that collaboration among agricultural enterprises within a network contract must not undermine the legal autonomy of each participant. Each enterprise maintains its individual legal identity and continues to operate as a distinct entity, while simultaneously benefiting from structured integration. This balance between autonomy and cooperation is ensured through a clear definition of the rights and obligations of network participants within the common network program, preventing managerial overlaps that could generate conflicts or operational difficulties.

3.3. The Contribution of Productive Factors and the Allocation of Production on an Original Basis

One of the distinctive elements of the agricultural network contract is the possibility for participating enterprises to jointly contribute specific productive

14 | In the international literature, regarding networks in agriculture, see Murdoch 2000, 407.

factors, creating a shared resource management system that enhances production efficiency and reduces operational costs. This form of collaboration is particularly advantageous for small and medium-sized agricultural enterprises, which often operate with limited resources and face challenges in accessing advanced production means. By entering into a network contract, these businesses can overcome such obstacles by fostering a more rational and optimized use of available resources.

Among the main productive factors that can be shared within the network are agricultural land and infrastructure. Participating enterprises may decide to share plots of land for the joint cultivation of specific crops or for livestock farming, thereby ensuring more efficient land use and a more rational management of water and energy resources. In some cases, the common network program may include the adoption of innovative agricultural practices, such as coordinated crop rotation or integrated production management, with the aim of improving sustainability and enhancing the quality of agricultural products.

Another key aspect concerns the sharing of agricultural equipment and machinery. Mechanization represents a significant cost for agricultural enterprises, particularly for smaller businesses that may lack the financial capacity to invest independently in technologically advanced tools. The network contract provides a solution to this issue by allowing members to access modern machinery through a shared-use system, thereby reducing the costs associated with acquisition, maintenance, and depreciation. This approach improves the operational efficiency of the participating enterprises, facilitates the adoption of innovative technologies, and increases the overall productivity of the agricultural sector.

Beyond material assets, the agricultural network contract also allows for the sharing of labor and know-how. The shortage of specialized labor is one of the most pressing issues in the agricultural sector, especially for seasonal activities requiring specific skills for limited periods of time. Through the network contract, participating enterprises can organize the joint employment of specialized workers, optimizing workforce management and ensuring greater operational continuity. Furthermore, the exchange of technical knowledge and agronomic expertise among network members fosters the adoption of innovative practices and advanced technological solutions, thereby contributing to the modernization of the agricultural sector and improving production quality.

A fundamental aspect of the agricultural network contract concerns the allocation of production obtained within the network. Article 1-bis, paragraph 3, of Decree-Law No. 91/2014 establishes that agricultural production resulting from the joint exercise of activities may be distributed among the participants on an original basis, meaning that no transfer of goods with translational effects is

involved¹⁵. This implies that each network member receives a share of the production proportionate to their contribution to the network, without such allocation being classified as a sale between participants. The correct implementation of this distribution mechanism is therefore essential to ensure compliance with the applicable regulations and to prevent potential disputes with regulatory authorities. This mechanism markedly differs from other associative forms in the sector, such as cooperatives, where the products contributed by members are centrally managed and marketed by the organization.

3.4. The Possible Establishment of a Common Patrimonial Fund and a Common Governing Body

The agricultural network contract may, among its optional provisions, include the establishment of a common patrimonial fund and a common governing body, elements that provide the network with greater operational and managerial stability. The adoption of these instruments depends on the nature and objectives of the collaboration among the network members, as well as on the choice between the *rete-contratto* (contract-based network) and *rete-soggetto* (entity-based network) configurations, with corresponding implications in terms of legal and patrimonial autonomy.

The common patrimonial fund constitutes a financial endowment formed by contributions from the participating enterprises and is designated to finance the activities outlined in the common network program. It may be used to support investments in technological innovation, the acquisition of equipment, the development of joint commercial strategies, or any other initiatives agreed upon by the network members. The amount and management procedures of the fund are established in the network contract, which must clearly regulate its intended use, conditions for potential reintegration, and the distribution of remaining assets among participants in the event of the network's dissolution.

The establishment of a common patrimonial fund also carries significant legal implications. If the network contract provides for both a common fund and a governing body, the network may acquire autonomous legal personality, thereby transforming into a *rete-soggetto*. In such cases, the network must be registered in the ordinary section of the Companies Register and obtain its own tax code and VAT number, becoming an independent holder of rights and obligations in relations with third parties. This structure allows for greater autonomy in managing

15 | Case law has clarified that, for the allocation on an original title basis to be considered legitimate, it must occur proportionally to the contributions of each network participant, in accordance with the provisions of the common network program. Should the production obtained be transferred among the participants through commercial transactions, the network contract could be reclassified as an instrument aimed at irregular labor supply or the elusive sale of agricultural products, with the risk of sanctions for the involved enterprises (Trib. Perugia, 16 October 2024, No. 378).

activities and financial resources but also entails stricter accounting obligations, such as the preparation of an annual financial statement in accordance with the regulations applicable to corporate financial reporting.

Another fundamental element of the organizational model of the agricultural network contract is the **common governing body**¹⁶, which may be established to ensure coordination of activities and representation of the network in dealings with third parties¹⁷. This body may take a monocratic form, with a single representative, or a collegial structure, comprising multiple members with specific responsibilities. Its primary function is to oversee the implementation of the common network program, ensuring that the strategic objectives are pursued effectively and in accordance with the contractual provisions.

The common governing body plays a crucial role in the operational management of the network, performing functions such as coordinating production activities among network members, managing relationships with suppliers and clients, administering the financial resources of the common patrimonial fund, and representing the network in institutional and commercial dealings. Additionally, in cases where employees are jointly hired by the network enterprises, the governing body may be responsible for the administrative management of personnel, ensuring compliance with social security and contractual obligations..

3.5. The Liability Regime Among Network Members

The agricultural network contract establishes a detailed liability regime among participating enterprises, aiming to strike a balance between operational collaboration and the protection of individual members' assets. The fundamental distinction lies in the configuration of the network itself. In the case of a *rete-contratto*, which lacks separate legal personality, the participating enterprises bear direct and joint liability for obligations undertaken within the network, as the latter does not constitute an independent entity capable of holding patrimonial rights and obligations. Consequently, creditors may assert claims directly against each individual network member, enforcing their unlimited liability, similarly to what is provided for *consorzi con attività esterna* (consortia engaging in external activities) under Article 2615, paragraph 2, of the Italian Civil Code

Conversely, in a *rete-soggetto*, which is endowed with a common patrimonial fund, creditors of the network may only seek satisfaction of their claims against that fund, unless otherwise stipulated in the contract. This structure limits the

16 | This refers to a subject entrusted with managing, in the name and on behalf of the participants, the execution of the contract or specific parts or phases thereof.

17 | In the absence of legislative specifications, the common body may be composed of both natural and legal persons, may have an individual or collegial composition, and may include subjects both internal and external to the participating enterprises. On this point, see Tunisini Capuano Arrigo & Bertani 2013, 113.

financial exposure of individual members, shielding their personal assets from liabilities incurred by the network, while simultaneously necessitating stringent financial management to prevent insolvency risks.

Furthermore, if the network does not provide for a common patrimonial fund or a governing body, operational decisions must be taken directly by the network members, which may result in inefficiencies in management and coordination. Therefore, the decision to incorporate these instruments into the agricultural network contract must be carefully assessed by the participating enterprises, taking into account their organizational needs and the long-term viability of their collaboration.

However, where the network contract establishes a common patrimonial fund, the liability regime undergoes a significant transformation. In such cases, obligations assumed by the common governing body in executing the network program may be satisfied solely through the patrimonial fund, without affecting the individual assets of the participating enterprises. This arrangement mitigates individual liability risks for network members, protecting them from financial exposure resulting from the joint activities of the network. Nevertheless, to ensure the effectiveness of such liability limitations, it is crucial that the patrimonial fund is adequately resourced to support the proper execution of the planned activities, thereby preventing insolvency situations that could compromise the functionality of the network itself.

An additional layer of complexity arises when the network contract is misused to circumvent existing labor law regulations or tax obligations. Case law has repeatedly emphasized the need to verify that the network is not employed as a mere instrument to disguise illicit labor supply arrangements or to artificially shift burdens and responsibilities among members. In particular, the *Corte di Cassazione* (Italian Supreme Court) has affirmed that where it is established that the network has been created solely to evade labor supply regulations, the penalties provided for under Legislative Decree No. 276/2003 shall apply, resulting in the reclassification of employment relationships as directly attributable to the individual enterprises involved¹⁸.

Similarly, for the network contract to be deemed legitimate, all participating enterprises must be actively operational and contribute meaningfully to the execution of the common network program. Otherwise, the contract risks being considered a mere legal façade used to conceal other economic operations, potentially triggering significant administrative and criminal liability for the involved enterprises¹⁹.

From a practical standpoint, the proper management of liability within an agricultural network necessitates the adoption of clear and transparent governance

18 | Cass. 27 June 2024, No. 17736.

19 | Trib. Perugia, 16 October 2024, No. 378, cit.

mechanisms. The contract must explicitly define the allocation of liabilities arising within the network and the distribution of risks among members. Moreover, the establishment of monitoring and control mechanisms concerning the network's economic and financial management can help prevent financial distress and ensure the balanced and sustainable operation of the network arrangement.

4. Subjective Requirements and Conditions of Admissibility

Despite its inherent flexibility and innovative nature as a form of business aggregation, the agricultural network contract is subject to specific conditions of admissibility that delineate its scope of application and define its subjective requirements. This legal instrument is not universally accessible to all economic operators; rather, it is exclusively reserved for entities engaged in agricultural activities, as defined under Article 2135 of the Italian Civil Code, which distinguishes agricultural enterprises from commercial or industrial ones. This legislative limitation serves to safeguard the intended function of the network contract within the primary sector, preventing its misuse for purposes unrelated to agriculture.

A key aspect in determining admissibility to the agricultural network contract concerns the legal status of participating entities. The legislation permits the participation of individual agricultural enterprises, agricultural companies, cooperatives, and consortia, provided that these entities are effectively operational and engaged in agricultural production. In particular, Article 1-bis, paragraph 3, of Decree-Law No. 91/2014 introduced a specific regulatory framework for agricultural networks, establishing that participating enterprises must qualify as small and medium-sized enterprises (SMEs) according to the criteria set forth in Regulation (EC) No. 800/2008. This size-related constraint was introduced to ensure that the network contract is not exploited by large agri-industrial groups for speculative purposes but rather serves as a mechanism to enhance the competitiveness of smaller agricultural enterprises²⁰.

In addition to the legal and dimensional qualification of participating enterprises, the regulatory framework requires a substantive coherence between the activities carried out by network members and the objectives outlined in the network program. The primary function of the contract is to foster productive cooperation through the sharing of resources, expertise, and market strategies. Accordingly, participating enterprises must operate in related or complementary sectors, ensuring effective synergy among network members and improving their collective competitiveness. The inclusion of entities that lack actual agricultural operations or do not actively contribute to the common objectives may expose the

contract to legal reclassification, potentially leading to sanctions against participating enterprises.

In this context, particular attention must be paid to the risk of abusive use of the network contract as a means to circumvent labor law provisions and regulations governing the supply of labor. Judicial authorities have repeatedly emphasized that the network contract must be employed exclusively for productive purposes and not as a mere instrument for managing labor flexibly in a manner inconsistent with employment regulations. In particular, case law has clarified that should a network contract be structured in such a way as to conceal a mere labor intermediation scheme, it may be reclassified under Legislative Decree No. 276/2003, with the resulting application of the sanctions provided for unlawful labor supply arrangements²¹.

Finally, the agricultural network contract may also establish additional constraints and specific conditions, as determined by the parties within the network's common program. This document serves as the operational cornerstone of the network and must clearly outline the strategic objectives, the rights and obligations of participants, the shared resources, and the implementation modalities of the common purpose. The proper drafting of this program is crucial to ensuring the validity and effectiveness of the network, as well as to preventing potential disputes with regulatory authorities.

4.1. Agricultural Enterprises Admitted to the Network Contract

The agricultural network contract is an instrument reserved exclusively for enterprises operating within the primary sector, provided they meet specific legal and economic requirements. The relevant legal framework establishes that only enterprises engaged in land cultivation, animal husbandry, and forestry may participate in the network contract, in accordance with the definition of an agricultural entrepreneur set forth in Article 2135 of the Italian Civil Code. Additionally, enterprises engaged in related activities may also be admitted²², provided that these activities are strictly connected to primary production and do not assume a predominant role over agricultural operations²³. In this regard, any processing and

21 | Should one of the companies participating in the network not be an actual agricultural enterprise, a case of irregular labor supply arises, with the consequent application of the sanctions provided for by Legislative Decree No. 276/2003. This principle was reaffirmed by the Italian Supreme Court (*Corte di Cassazione*) in Decision No. 17736 of 27 June 2024, which clarified that the network contract cannot be used to conceal subordinate employment relationships without complying with the guarantees established by law.

22 | Indeed, it cannot be ruled out that a network-entity, composed solely of agricultural entrepreneurs and exclusively engaged in connected activities on the products supplied by the agricultural entrepreneurs participating in the network, may be classified as an agricultural network. On this point, see also D'Angelo, 2020, 353.

23 | Article 1-bis, paragraph 3, of Decree-Law No. 91/2014, converted with amendments by Law No. 116/2014, provides that for "agricultural enterprises, defined as small and medium-sized enterprises

commercialization of agricultural products must remain subsidiary and complementary to primary production.

Beyond a clearly defined legal qualification, the regulatory framework imposes a size-related restriction on enterprises seeking to join an agricultural network. Only small and medium-sized enterprises (SMEs) are eligible to participate, in line with the criteria set out in Regulation (EC) No. 800/2008. Accordingly, an enterprise qualifies if it employs fewer than 250 workers and has an annual turnover of less than €50 million or a total annual balance sheet not exceeding €43 million. This limitation means that agricultural entrepreneurs, whether operating as sole proprietors or as part of collective structures such as partnerships, corporations, consortia, and cooperatives, may enter into a network contract. However, large enterprises, even if they operate within the agricultural sector, are excluded from benefiting from the facilitated legal framework specifically designed for SMEs. Through this restriction, the legislator has sought to prioritize smaller agricultural enterprises, which often face greater challenges in accessing markets, financing, and technological innovation. By joining a network, these smaller entities can overcome such obstacles and enhance their competitive capacity.

From a legal-structural perspective, the agricultural network contract is open to a wide range of participants, including family-run farms, agricultural companies, and cooperatives, regardless of whether they are structured as partnerships or corporations. Agricultural cooperatives may join the network either individually or as representatives of their members, while consortia of agricultural entrepreneurs can play a central role in promoting and managing networks, facilitating coordination between participants.

The admission of an enterprise into an agricultural network is not automatic but requires an assessment of its suitability in relation to the objectives established in the network's common program. In this regard, judicial rulings have clarified that mere formal adhesion is insufficient; enterprises must actively contribute to the achievement of shared objectives. If an enterprise joins a network without providing a tangible contribution, instead merely exploiting the benefits of

pursuant to Commission Regulation (EC) No. 800/2008 of 6 August 2008, in network contracts, as referred to in Article 3, paragraph 4-ter, of Decree-Law No. 5 of 10 February 2009, converted, with amendments, by Law No. 33 of 9 April 2009, and subsequent amendments, formed by individual and associated agricultural enterprises, the agricultural production resulting from the joint exercise of activities, in accordance with the common network program, may be divided among the contracting parties in kind, with the allocation to each, on an original title basis, of the agreed share of the product as stipulated in the network contract." For agricultural SMEs, the network contract results in the acquisition of the product of the jointly carried out activity "on an original title basis" by each participant. It follows that the production, attributable to the joint exercise according to the network program, is to be considered, from the outset, as belonging to each agricultural entrepreneur participating in the network contract. In this way, if the participants meet the characteristics specified by law, the objective limits of agricultural activity are expanded and, above all, the limits of the connected activities provided for under Article 2135 of the Italian Civil Code (c.c.), insofar as the "share of the product" to be allocated is agreed upon in the network program.

participation without engaging in operational activities, the network contract may be reclassified as an abusive or evasive scheme. This judicial scrutiny serves to prevent distortions in the application of the network contract, ensuring that it remains a genuine instrument of productive collaboration within the agricultural sector²⁴.

4.2. The Requirement of Productive Homogeneity Among Participants

One of the fundamental principles underlying the agricultural network contract is the productive coherence among the participating enterprises. Unlike other aggregation models, such as cooperatives or consortia, agricultural networks are not bound by a rigid uniformity among members. However, a common productive basis remains essential, ensuring that collaboration is sustainable while maintaining the individual autonomy of the network participants. The rationale behind this requirement lies in the very purpose of the network contract, which is designed to facilitate the sharing of productive resources and the pursuit of common objectives, without altering the legal and operational independence of the participating enterprises.

Productive homogeneity manifests itself primarily in two key aspects: first, in the type of agricultural activities performed by the participants; second, in the operational compatibility among them. With regard to the first aspect, the legal framework stipulates that the agricultural network contract must be limited to activities falling within Article 2135 of the Italian Civil Code, which includes land cultivation, forestry, animal husbandry, and related activities. This means that network participants must share a common productive identity, ensuring that collaboration remains viable and preventing enterprises from sectors too distant from agriculture from disrupting the network's balance.

The second aspect concerns operational compatibility among the participating enterprises. The network's common program must be structured in a way that ensures genuine cooperation, avoiding imbalances among participants. The sharing of productive factors, such as land, machinery, workforce, and know-how, must be carried out proportionally and exclusively for the achievement of shared objectives. In this regard, case law has clarified that the inclusion of enterprises whose activities are entirely unrelated to the network's program may lead to the risk of misuse of the instrument, potentially resulting in the legal reclassification of the agreement.

The requirement of productive homogeneity becomes particularly relevant in cases involving the allocation of production on an original basis²⁵. The ability

24 | In particular, should one of the enterprises participating in the network not be an actual operating entity, there is a risk of reclassification of the network in terms of illicit labor supply.

25 | Such allocation may occur according to various methods: 1) Equal allocation among all participating enterprises; 2) Allocation among the participating enterprises based on a parameter, which may be, for example, the value of the contribution to the realization of the common product.

to allocate agricultural production without transfer effects is subject to specific conditions imposed by tax authorities. In particular: 1) network participants must qualify as agricultural enterprises under Article 2135 of the Italian Civil Code, with related activities remaining ancillary rather than predominant; 2) the joint use of land must be mandatory and substantial for all participants; 3) each participant must contribute equally to the network's objectives, with shared human and technical resources, avoiding any form of monetary compensation; 4) the division of production must be proportional to each participant's contribution; 5) the products must not be transferred between participants, as the network's purpose is collective production, not commercial transactions among its members. Therefore, original allocation is not permitted if the products are sold or transferred between network members, as this would undermine the fundamental purpose of the network, which is joint production, not internal commercialization.

To ensure that the division of production among network participants is legally valid, all enterprises must effectively contribute to the production process, whether through the provision of assets, labor, or services that align with the agricultural activities of the network. Failure to meet this requirement could result in the reclassification of the contract as a mechanism for circumventing tax regulations or labor laws related to the irregular supply of manpower.

Another key consideration concerns the implications of agricultural networks in accessing public funding and participating in public tenders. Certain financial incentives are reserved for networks composed of enterprises belonging to homogeneous production chains, to ensure that public resources effectively strengthen the agricultural sector. As a result, networks must demonstrate clear strategic and productive coherence among participants to avoid disputes regarding eligibility for benefits.

4.3. The Risk of Reclassification of the Network Contract as Unlawful Labor Supply

The use of the network contract in the agricultural sector offers numerous advantages, particularly in terms of resource sharing and production optimization. However, it also presents risks associated with its misuse, particularly concerning labor management. A major risk arises when the network contract is misapplied as a means to circumvent labor regulations, effectively disguising an unlawful supply of manpower rather than fostering genuine productive cooperation among participants.

The risk of reclassification of the network contract as unlawful labor supply occurs when the network is used primarily for the mere transfer of workers from one enterprise to another, without a genuine sharing of productive and organizational objectives as outlined in the network's common program. Under the applicable legal framework, particularly Legislative Decree No. 276/2003, the posting

of personnel between enterprises is only permissible if the posting entity retains a legitimate business interest in the operation, remaining effectively involved in the network's productive activities. If such a requirement is not met, the employment relationship is reclassified as an illicit labor supply arrangement, triggering administrative sanctions and joint liability among the enterprises involved²⁶.

Despite its inherent flexibility, the network contract cannot be used to circumvent the statutory limitations imposed by labor supply regulations.²⁷ In this respect, case law has emphasized that any arrangement that enables one enterprise to provide labor to another, without an actual sharing of business risk and organizational structure, may be deemed unlawful. Consequently, in order to prevent the risk of reclassification, agricultural enterprises adhering to a network contract must ensure that their common program is structured in a clear and detailed manner, explicitly defining the collaborative arrangements and the role of each participant in labor management. The adoption of transparent workforce management practices, coupled with strict compliance with labor regulations governing posting (*distacco*) and joint employment (*codatorialità*), can serve as critical safeguards to ensure the legitimacy of the network contract. Such measures not only protect the participating enterprises from legal disputes, but also strengthen the credibility and sustainability of the network as a lawful mechanism for agricultural cooperation.

5. Employment Law Aspects and Joint Employment in Agricultural Networks

The network contract in agriculture not only regulates cooperation between enterprises in productive and commercial matters, but also affects organizational and labor law aspects within participating businesses. The legislator has introduced specific mechanisms to facilitate workforce management in agricultural networks, aiming to increase labor efficiency and allow greater flexibility in the distribution of workers among the networked enterprises. In this context, two legal institutions play a crucial role in the employment law framework applicable to agricultural networks: joint employment (*codatorialità*) and employee secondment (*distacco del personale*) among participating enterprises.

26 | According to Trib. Perugia, 16 October 2024, No. 378, should one of the enterprises participating in the network not actually carry out entrepreneurial activity, the network contract loses its validity and becomes an instrument for circumventing labor law regulations. The existence of a network contract cannot, therefore, in itself constitute sufficient justification for the transfer of workers among the participating enterprises, unless a genuine common productive and organizational interest is demonstrated.

27 | It is, therefore, necessary to ensure the effective involvement of all participating enterprises in the management of shared human resources, preventing the network from becoming a mere intermediary for labor supply.

The introduction of joint employment within agricultural networks responds to the need to overcome the rigid constraints of traditional workforce management in individual farming enterprises, enabling a more dynamic sharing of human resources among network participants. Ministerial Decree of March 27, 2014²⁸ expressly allows agricultural enterprises to jointly employ workers, provided that at least 50% of the participating businesses qualify as agricultural enterprises. This provision enables network members to distribute labor costs based on their actual production needs, preventing excessive financial burdens on individual enterprises while ensuring optimal utilization of the available workforce.

The joint employment mechanism entails that workers are formally employed either by the network itself or by one of the participating enterprises, yet they may perform their work for multiple network members, in accordance with the common program and the agreements established among the participants. This system is particularly beneficial in agriculture, where seasonal production cycles necessitate flexible labor management. However, for joint employment arrangements to be deemed legitimate, the network contract must clearly specify: the terms of worker allocation; the enterprise responsible for payroll and social security contributions and the distribution of labor-related obligations among the network participants.

Failure to explicitly regulate these aspects may lead to the reclassification of the network as a mere instrument to circumvent employment laws, particularly those governing subordinate labor contracts and temporary labor supply (*somministrazione di manodopera*).

Another key instrument in labor organization within agricultural networks is employee secondment (*distacco del personale*). Under Article 30 of Legislative Decree No. 276/2003²⁹, secondment allows an employer to temporarily assign one or more employees to another enterprise, provided that the assigning company maintains a legitimate business interest in doing so. However, in the specific case of business networks, the legislator has established an irrefutable presumption of legitimate interest (*iuris et de iure*), meaning that when secondment occurs between network participants, there is no requirement to demonstrate the assigning company's direct interest in the worker's temporary transfer³⁰. This statutory presumption significantly simplifies workforce mobility within the network, reducing legal disputes and avoiding objections from labor inspection bodies or social security authorities.

28 | Ministerial Decree of 27 March 2014. Implementation of Article 9, paragraph 11, of Decree-Law No. 76 of 28 June 2013, converted, with amendments, by Law No. 99 of 9 August 2013, concerning the operational procedures for joint hiring in the agricultural sector.

29 | Legislative Decree No. 276 of 10 September 2003. Implementation of the delegations concerning employment and the labor market, as provided for by Law No. 30 of 14 February 2003.

30 | Trib. Taranto, 17 November 2022, No. 2371; Cass. 21 April 2016, No. 8068.

A further critical aspect concerns the principle of joint liability (*solidarietà*) for contractual and social security obligations. Article 29, paragraph 2, of Legislative Decree No. 276/2003 provides that in cases of unlawful contracting (*appalto illecito*) or improper use of network contracts, both the contracting party and the contractor—or, in the case of networks, the networked enterprises themselves—are held jointly liable for the payment of workers' wages and social security contributions. While the current legal framework does not expressly establish a generalized joint liability among network participants for all labor-related obligations, courts have consistently applied this principle in cases where business networks are misused to evade labor costs or social security contributions. Thus, in instances where the network contract serves as a tool for circumventing employment regulations, joint liability extends to all enterprises involved, reinforcing compliance obligations and ensuring the protection of workers' rights³¹.

5.1. Joint Employment of Workers: Legal Framework

The institution of joint employment (*codatorialità*) in agricultural business networks represents a significant innovation in workforce management, introducing a system of labor-sharing among participating enterprises. This mechanism was designed to address the specific needs of the agricultural sector, which is characterized by strong seasonal fluctuations and the necessity to optimize human resource utilization. Its formal legal framework was established by Ministerial Decree of March 27, 2014, which allows businesses within a network to jointly employ workers, provided that at least half of the participating enterprises qualify as agricultural businesses.

Unlike traditional subordinate employment, in which an employee is contractually bound to a single employer, joint employment allows a worker to be engaged by multiple enterprises within the network while maintaining a single employment contract. This structural flexibility enables a more efficient allocation of personnel among network members, ensuring that labor resources are distributed based on the production needs of each enterprise. However, for this system to function legally and effectively, the network contract must clearly define the terms of labor-sharing, specifying the duration, conditions, and locations of employment within each participating business. Additionally, it is mandatory to designate a lead enterprise responsible for payroll, social security contributions³², and administrative management of employment relationships. The costs associated with joint employment must be equitably distributed among network participants,

31 | Cass. 27 June 2024, No. 17736, cit.

32 | Gli adempimenti previdenziali, riferiti a questa tipologia di assunzione, sono illustrati nella Circ. INPS 2 luglio 2015, n.131.

preventing any enterprise from benefiting from labor resources without bearing its share of the financial burden

Joint employment is particularly advantageous in the agricultural sector, where labor demand fluctuates seasonally depending on crop cycles and production phases. Through this legal mechanism, enterprises can avoid resorting to short-term contracts or intermittent employment, thereby ensuring greater job stability and providing workers with more continuous employment opportunities. However, for this model to be fully compliant with labor regulations, it is crucial that worker allocation genuinely aligns with the objectives of the network's common program and that labor-sharing does not serve as a disguised form of illegal labor supply (*somministrazione illecita di manodopera*). If workers are exclusively assigned to a single enterprise within the network, without actual redistribution of tasks and workforce mobility among the participants, the contract may be reclassified as an unlawful labor subcontracting arrangement, triggering sanctions under Legislative Decree No. 276/2003.

Another key legal concern relates to the joint liability (*solidarietà*) of network participants for obligations towards jointly employed workers. Although current legislation does not explicitly establish a general rule of joint liability, case law has progressively extended liability among network participants. Courts have determined that if the designated lead enterprise fails to meet its wage and social security obligations, the other enterprises within the network may be held liable for unpaid labor-related costs. This legal interpretation reinforces the importance of compliance with employment regulations, ensuring that the joint employment framework operates in a transparent and legally sound manner.

5.2. Secondment of Workers Among Agricultural Enterprises in the Network

The secondment of workers is one of the most significant legal instruments within agricultural business networks, allowing participating enterprises to temporarily assign one or more employees to another enterprise within the network without interrupting the original employment relationship. This mechanism, governed by Article 30 of Legislative Decree No. 276/2003, applies to business networks through a specific regulatory adaptation that establishes a presumption of legitimacy when secondment occurs among enterprises connected by a network contract.

Unlike traditional secondment, which requires the employer to demonstrate a legitimate business interest in assigning a worker to another company, within agricultural business networks, such interest is presumed to exist automatically by virtue of the network's collaborative purpose. This principle was introduced by Decree-Law No. 76/2013 (the so-called "*Decreto Fare*"), which amended Article 30 of Legislative Decree No. 276/2003 by adding paragraph 4-*ter*. The provision states that, when secondment takes place between enterprises belonging to a business

network, the employer's interest in the transfer does not need to be demonstrated, as it is inherently linked to the cooperation and integration objectives established in the network's common program.

Despite the explicit legal recognition of secondment within agricultural networks, its application must comply with essential conditions. The seconded worker remains formally employed by the original employer, which retains full responsibility for salary payments, social security contributions, and employment-related obligations. At the same time, the worker must operate under the functional direction of the host enterprise, which is responsible for ensuring compliance with labor protection standards and workplace safety regulations³³.

One of the most delicate aspects concerns the duration of the secondment, which must be limited in time and justified by production or organizational needs within the network. Case law has clarified that an indefinite secondment period may indicate an abusive use of the mechanism, potentially aimed at circumventing regulations on labor supply (*somministrazione illecita di manodopera*). If a secondment is prolonged indefinitely or is not linked to the objectives of the network's common program, the competent authorities may reclassify the arrangement as an unlawful labor subcontracting scheme, exposing the involved enterprises to administrative penalties and civil liabilities³⁴.

Another key aspect is the economic and legal treatment of the seconded worker. Labor regulations require that, during secondment, the employee retains the same salary and social security rights as provided by the collective bargaining agreement (CBA) applicable to the original employer. In cases where the CBAs of the two enterprises differ, the most favorable contractual terms must be applied. Furthermore, secondment cannot result in a demotion or a reduction in job duties. Under Article 2103 of the Italian Civil Code, if the secondment involves a change in job responsibilities, the employer must justify it with valid technical, organizational, or production-related reasons, and, in certain cases, obtain the worker's consent. This requirement may create legal complexities, since, although the employer's interest in secondment does not need to be demonstrated, the concrete reasons justifying the worker's transfer must still be substantiated.

The use of secondment in agricultural networks can provide a strategic advantage by optimizing labor force allocation, particularly in highly seasonal production cycles. Through this instrument, enterprises can respond more efficiently to peak workloads, avoid the need for additional short-term hires, and reduce labor management costs. However, its application must align with

33 | There is an obligation to register the posting in the section of the business register where each participant is registered. On this point, see Appeal Court of Sassari, Section I, 20 September 2023, No. 311.

34 | In this regard, Trib. Perugia, 16 October 2024, No. 378 reaffirmed that, if the posting is used systematically to transfer workers between enterprises without a genuine common productive need, it constitutes illicit labor supply, sanctioned under Legislative Decree No. 276/2003. .

the legitimate purposes of the network contract, ensuring full compliance with employment law and avoiding practices that could lead to legal challenges or sanctions.

Finally, it is important to distinguish secondment from joint employment (*codatorialità*). In secondment, the worker remains contractually bound to the original employer, whereas in joint employment, the employment relationship is shared among multiple enterprises within the network. While both mechanisms serve as flexible workforce management tools, they have distinct legal and operational characteristics and must be applied in accordance with the network's organizational needs and the relevant legal framework

5.3. The Principle of Joint Liability in Contractual and Social Security Obligations

The agricultural business network contract not only facilitates cooperation among enterprises, but also introduces a specific regime of joint liability among network participants, with significant contractual and social security implications. The joint liability principle applies to both obligations arising from the implementation of the network's common program and those related to workforce management, particularly in cases of joint employment (*codatorialità*) or secondment (*distacco*). This principle, rooted in Articles 2614 and 2615 of the Italian Civil Code, entails that each participating enterprise may be held liable for obligations undertaken within the network, subject to the limits and conditions established in the contract.

From a contractual perspective, joint liability implies that if one of the enterprises fails to fulfill an obligation under the common program, creditors may seek enforcement against any of the other network participants, unless a common asset fund (*fondo patrimoniale comune*) has been established, to which the network's obligations have been assigned. In such a case, creditors may only recover debts from the fund itself, without recourse to the individual assets of the participating enterprises³⁵.

From a social security and labor law perspective, joint liability takes on even greater significance. Italian labor law recognizes that enterprises adhering to a network contract may be held jointly liable for wage payments, social security contributions, and other employment-related obligations. This means that, if one of the network's enterprises fails to pay salaries or remit social security contributions, employees and social security institutions (such as INPS) may recover the unpaid amounts from any other enterprise within the network.

35 | The presence of the endowment fund may limit the liability of the individual participating enterprises, restricting creditors' actions to the assets of the network alone, provided that this is expressly stipulated in the contract and clearly publicized in the relevant registers.

The application of the joint liability principle is particularly relevant in cases of joint employment, where a worker is formally employed by multiple enterprises within the network. In such cases, all participating enterprises are jointly responsible for fulfilling salary and social security obligations, regardless of how working hours are distributed among them. Both the Ministry of Labor and INPS have affirmed that, in the absence of a clear allocation of responsibilities among network participants, all enterprises may be held liable for any irregularities in workforce management.

Another critical issue concerns the potential misuse of business networks for contractual dumping, where enterprises attempt to apply less protective collective labor agreements to workers, rather than those properly aligned with the sector in which they operate. The Italian Supreme Court (*Corte di Cassazione*) has clarified that membership in a business network cannot justify the application of less favorable contractual terms, requiring enterprises to adopt the most appropriate collective agreement based on the actual nature of their business activities³⁶.

To ensure the proper application of the joint liability principle, the legislator and administrative authorities have introduced protective measures. Specifically, the network contract must contain clear provisions on the allocation of obligations and the management of joint employment relationships. Furthermore, INPS has mandated that networks utilizing joint employment must designate a lead enterprise (*impresa referente*), which is responsible for managing mandatory employment notifications and acting as the primary interlocutor for social security compliance.

6. Publicity Obligations and Registration of the Network Contract

The network contract, regardless of the sector in which it is concluded, is a formal contract subject to specific publicity obligations, aimed at ensuring transparency and enforceability against third parties. However, these obligations may be partially derogated when the contract is established in the agricultural sector, due to certain legislative provisions that simplify registration requirements for agricultural enterprises.

As a general rule, the legislator has established that registration with the Companies Register (*Registro delle Imprese*) is an essential requirement for the contract to produce legal effects, both among the participating enterprises and towards external operators. Article 3, paragraphs 4-ter and 4-quater, of Decree-Law

36 | Cass. 27 June 2024, No. 17736, cit.

No. 5/2009 differentiates publicity obligations based on the legal nature of the network:

- | In the case of a network-contract (*rete-contratto*), which lacks separate legal personality, registration occurs under the individual company profile of each participating enterprise.
- | In the case of a network-entity (*rete-soggetto*), which has autonomous legal personality, the contract must be registered in the ordinary section of the Companies Register, with the attribution of a legal name, registered office, tax code, and VAT number.

However, in the agricultural sector, the rules governing legal publicity present certain specificities. Article 36, paragraph 5, of Decree-Law No. 179/2012 (as amended by Law No. 221/2012) introduced a derogation from standard publicity obligations, providing that an agricultural network contract may be signed with the assistance of one or more nationally representative professional agricultural organizations, provided that these organizations have participated in the final drafting of the agreement. This provision is aimed at facilitating the adoption of network contracts among agricultural enterprises, simplifying registration procedures, and ensuring qualified oversight by sector associations.

An additional simplification was introduced by Article 3, paragraph 4-*octies*, of Decree-Law No. 5/2009 (as amended by Law No. 77/2020), which provides that for network contracts aimed at preserving employment levels in supply chains affected by economic crises, the contract may be signed using a simple digital signature, without requiring notarial authentication, provided that the agreement is assisted and co-signed by employer organizations.

In addition to initial registration, any modification to the network contract must also be registered with the Companies Register. This applies, for instance, to: the entry or exit of new participants; changes to the common network program; the establishment of a common asset fund.

The timely updating of information ensures transparency, prevents disputes regarding the actual operation of the network, and guarantees compliance with applicable regulations.

6.1. The Form of the Contract: Public Deed, Authenticated Private Agreement, or Digital Signature

The legal framework governing the agricultural network contract establishes specific formal requirements for its validity and enforceability. The legislator, through Article 3, paragraph 4-*ter*, of Decree-Law No. 5/2009, as subsequently amended, has stipulated that the contract must be executed in one of the following

forms: public deed, authenticated private agreement³⁷, or digital signature. This requirement is intended to ensure legal certainty and enforceability against third parties, thereby preventing disputes regarding the contract's existence and validity

The public deed³⁸ is often the preferred choice when the network contract provides for the establishment of a common asset fund or a common governing body, as registration with the Companies Register results in the acquisition of legal personality by the network entity. In such cases, the intervention of a notary is required, ensuring a higher level of formality and reliability in the contractual process

Conversely, digitally signed contracts represent an innovative and simplified execution method, introduced to promote the dematerialization of documents and expedite registration procedures. For this method to be valid, the contract must be signed by all participants using a qualified electronic signature and transmitted to the Companies Register via a dedicated telematic system. The legislator has also introduced a standardized contractual model, governed by Ministerial Decree No. 122 of April 10, 2014, which harmonizes the structure of the contract and simplifies the registration process.

The choice of contractual form depends on the specific needs of the participating enterprises and the complexity of the network. If the contract solely governs collaboration between enterprises without creating a separate legal entity, the digital signature may be the most practical and cost-effective option. Conversely, if the contract regulates significant patrimonial aspects or establishes a structured governance framework, opting for a public deed or an authenticated private agreement is preferable, as these forms offer a higher level of legal certainty and protection.

Regardless of the chosen form, the network contract must include all essential elements required by law, including: Identification of the participating enterprises; strategic objectives of the network; the common network program; rules governing the admission of new participants; decision-making procedures and governance mechanisms. A properly formalized contract is a fundamental prerequisite for its legal and operational effectiveness, ensuring the full legitimacy of the business aggregation and its enforceability against third parties.

37 | The authenticated private deed represents an intermediate solution, requiring the intervention of a notary or other public official to certify the identity of the parties and the conformity of the deed to the expressed will of the signatories. This instrument provides formal protection while maintaining a higher degree of flexibility compared to a public deed

38 | The public deed, drafted by a notary or an authorized public official, constitutes the most solemn form and offers the highest level of guarantee in terms of legal certainty and probative value.

6.2. The Legal Personality of the Network and Its Operational Implications

The issue of legal personality in the network contract plays a crucial role in defining the legal and operational effects of business aggregation in the agricultural sector. Under the current legal framework, enterprises participating in a network contract can choose between two distinct models, each with different legal and economic implications.

The network-as-a-contract (*rete-contratto*) represents the simplest form of collaboration, as it does not create a new legal entity and preserves the independent legal personality of each participating enterprise. In this configuration, obligations undertaken in the execution of the contract remain directly attributable to each agricultural entrepreneur, without establishing a separate legal subject. This model offers greater managerial flexibility and is particularly suitable for small and medium-sized enterprises (SMEs) that seek to experiment with collaborative initiatives without being bound to a separate entity. However, the lack of legal personality entails certain limitations, including the inability to participate directly in public procurement procedures or to enter into contractual obligations in the name of the network itself.

By contrast, the network-as-a-legal-entity (*rete-soggetto*) constitutes a separate legal entity, distinct from the individual enterprises, and is capable of acting in its own name. For a network to acquire legal personality, the contract must explicitly provide for the establishment of a common asset fund and a common governing body. This configuration is particularly advantageous for networks aiming to operate on a stable and structured basis, apply for funding programs, or access credit instruments reserved for legally recognized entities.

The operational implications of choosing between network-as-a-contract and network-as-a-legal-entity are numerous and must be carefully assessed by the agricultural enterprises involved. For example, the network-as-a-legal-entity is subject to specific administrative and accounting obligations, such as the preparation of an annual financial statement and the adoption of an organizational model that ensures the proper management of the common asset fund. Furthermore, a network with legal personality is liable for its contractual obligations solely with its own assets, thereby limiting the personal liability of individual participants, unless otherwise agreed in the contract³⁹.

Another significant aspect concerns the tax regime applicable to the different network configurations. In a network-as-a-contract, income derived from the network's activities is allocated proportionally to the individual participants, who are taxed on their respective shares. Conversely, in a network-as-a-legal-entity, income is determined at the network level and taxed according to the general rules applicable to legal entities. This distinction may significantly impact the financial

39 | Russo 2022, 353.

and economic strategies of the participating enterprises, influencing the choice between the two models based on tax efficiency considerations.

6.3. Registration in the Business Register: Legal Effects

The registration of the network contract in the Business Register constitutes a fundamental requirement for ensuring its legal effectiveness and enforceability against third parties. This obligation, established under Article 3, paragraph 4-*ter*, of Decree-Law No. 5/2009, serves transparency and publicity purposes, allowing external stakeholders to verify the existence of the network and its related obligations, while also certifying the contractual relationship among the participating enterprises. The contract only becomes legally effective upon the completion of the registration process by all the participating enterprises, ensuring compliance with publicity obligations and preventing the network from operating without adequate safeguards for third parties.

The registration procedure varies depending on the type of network adopted. In the network-as-a-contract (*rete-contratto*), where enterprises retain their independent legal personality, each participant must individually register the contract in its own business position within the Business Register. In this case, the network does not acquire autonomous legal personality, and all obligations arising from the execution of the network program remain directly attributable to the individual participants. Conversely, if the contract provides for the establishment of a network-as-a-legal-entity (*rete-soggetto*), the registration is carried out under a separate entry in the ordinary section of the Business Register. In this case, the network acquires legal personality, provided that it is endowed with a common asset fund and a common governing body, which are essential elements allowing the network to act as a distinct legal entity separate from the participating enterprises.

Another crucial aspect concerns the obligation to update the Business Register in case of substantial modifications to the network contract. Any changes affecting the essential elements of the agreement—such as the admission of new participants, amendments to the common program, or the potential dissolution of the network—must be promptly registered to ensure the continuity of the contract's legal publicity. The registration requirement is not merely a formal obligation but has significant legal consequences, including the enforceability of the contract and its obligations against third parties. Furthermore, registration grants access to specific fiscal benefits and public incentives designed to promote business aggregations.

For network-as-a-legal-entity structures, registration provides the network with the capacity to enter into contracts, participate in public procurement procedures, and manage its own assets independently. The transparency and publicity of the network contract are thus essential elements to ensure legal certainty, economic trust, and institutional recognition, ultimately fostering a greater integration of enterprise networks into the economic and commercial system.

6.4. The Relationship Between the Agricultural Network Contract and Competition Law

Although the network contract is primarily intended as a cooperation tool between enterprises, it could theoretically fall within the scope of an anti-competitive agreement under Article 101 TFEU, as it involves a form of coordination between economic operators that may compete with each other⁴⁰. However, the European legislator has introduced specific exemptions for the agricultural sector, acknowledging that collaboration among agricultural enterprises can contribute to the objectives of the Common Agricultural Policy (CAP) and enhance market efficiency without necessarily harming competition.

Article 209 of Regulation (EU) No. 1308/2013 establishes that agreements, decisions, and concerted practices between farmers or farmers' associations are exempt from the prohibition on restrictive agreements under Article 101(1) TFEU, provided they meet certain conditions. Specifically, for an agricultural network contract to qualify for this exemption, the following three fundamental requirements must be satisfied: 1) the contract must exclusively involve agricultural enterprises or their associations; 2) it must concern the production, sale of agricultural products, or the use of common facilities for the storage, handling, or processing of agricultural goods; 3) it must not undermine the objectives of the CAP, such as market stabilization, the protection of farmers' incomes, and increased sector productivity.

This exemption mechanism ensures that agricultural enterprises can enter into network contracts without the risk that such agreements will be deemed unlawful under antitrust law. The European legislator's objective is to promote cooperation among agricultural producers, encouraging the adoption of more efficient and sustainable organizational models that enhance sector competitiveness without distorting normal market operations.

However, for an agricultural network contract to effectively benefit from the exemption under Article 209 of Regulation (EU) No. 1308/2013, it must not be misused to disguise anti-competitive practices or circumvent market rules. The European Commission⁴¹ and national competition authorities retain the power to intervene if they determine that a particular agreement—even if formally structured as a network contract—has a distortive effect on competition that cannot be justified under the objectives of the CAP.

40 | Garilli 2017, Libertini 2014, 405.

41 | Italian legislation on the network contract has been studied by the European Commission, which, on the one hand, excluded the possibility of it constituting State aid and, on the other hand, admitted the applicability of the favorable tax regime associated with such a contract. Indeed, the national framework "does not impose territorial constraints, does not discriminate between Italian and foreign enterprises, nor based on the size, the number of enterprises forming the network, or the sector in which the enterprises operate." On this topic, see Trape 2014, 522–552.

7. The Agricultural Network Contract in Relations with Public Administration

The agricultural network contract not only promotes cooperation among enterprises in the primary sector but also serves as an effective tool for engaging with public administration, particularly in relation to public procurement procedures and access to public funding and incentives. Through a series of legislative interventions, the legislator has acknowledged the specific characteristics of agricultural networks, establishing the rules under which they can operate within public procedures and economic support mechanisms.

The inclusion of network contracts within the Public Procurement Code has marked a significant advancement for agricultural enterprises that adopt this form of aggregation. Article 68, paragraph 20, of Legislative Decree No. 36/2023 provides that business networks may participate in public contract award procedures, provided they meet the same requirements applicable to permanent consortia. In particular, for an agricultural network to compete in a public tender, the contract must include a clear allocation of tasks among the participating enterprises, and the network program must be structured in a way that ensures the proper execution of the obligations required by the contracting authority.

A fundamental issue concerns the attribution of participation requirements. The legislation specifies that the economic-financial and technical-professional capacity requirements must be jointly possessed by the enterprises within the network, thereby allowing them to combine their expertise and resources to meet the tender specifications. However, the network must demonstrate genuine operational integration among its members, preventing the misuse of the network contract as a mere formal aggregation tool lacking an actual common management structure.

Alongside public procurement participation, the agricultural network contract facilitates access to specific financial and economic incentives. The legal framework provides various benefits for business networks operating in the agricultural sector, including non-repayable grants, tax credits, and subsidized financing. The Development Decree (Decreto Sviluppo⁴²) introduced preferential measures for agricultural networks, such as priority access to revolving funds for SMEs and specific incentives for investments in innovation and environmental sustainability.

One of the key advantages of joining an agricultural network is the ability to collectively access rural development programs co-financed by the European Union. In this regard, agricultural networks can apply for funding programs that

42 | Decree-Law No. 91 of 24 June 2014. Urgent provisions for the agricultural sector, environmental protection, energy efficiency in school and university buildings, the revival and development of enterprises, the containment of costs affecting electricity tariffs, as well as the immediate fulfillment of obligations arising from European legislation.

promote cooperation among enterprises, thereby facilitating the adoption of more efficient and sustainable agricultural practices. However, to be eligible for these funding instruments, the network contract must explicitly define a common program that aligns with the strategic objectives of European agricultural and rural development funds.

The interaction between agricultural networks and public administration also raises legal issues concerning the liability of the network in obligations undertaken with public authorities. In the case of network contracts without legal personality, each participating enterprise is individually liable for its proportional share of obligations arising from a public contract or received funding. Conversely, in networks with legal personality, liability is attributed to the network as an autonomous legal entity. This distinction has significant operational implications, particularly regarding the management of contractual commitments and the reporting of expenditures covered by public funds.

7.1. Participation in Public Procurement and the Public Contracts Code

The inclusion of network contracts within the Public Contracts Code represents a significant legal development, granting this form of business aggregation the ability to directly participate in public tenders. Article 68, paragraph 20, of Legislative Decree No. 36/2023 establishes that business networks may compete for public contracts, provided they meet the requirements applicable to permanent consortia and demonstrate a clear operational integration among their members⁴³. This regulatory opening is particularly relevant for agricultural networks, as it enables them to access public procurement opportunities, both for the supply of agricultural goods and services and for the management of rural development projects funded by public entities and European funds

A central aspect of the regulatory framework concerns the allocation of participation requirements in public tenders. The law allows agricultural networks to satisfy economic-financial and technical-professional capacity requirements on a cumulative basis, meaning that the combined qualifications of the participating enterprises may be considered. This mechanism enables small and medium-sized agricultural enterprises to participate in tenders that they would not be able to compete for individually. However, for the network to be considered an eligible participant, the network program must demonstrate genuine cooperation among its members, and each enterprise must have a clearly defined role in the execution of the contract

43 | Regional Administrative Court of Florence, Tuscany (T.A.R. Firenze, Toscana) 25 February 2016, No. 346 establishes that the competitor must produce the network contract, as this obligation responds to the need for the contracting authority to assess the seriousness and reliability of the bid, as well as to the need to avoid a weakening of the safeguards system provided for by anti-mafia legislation.

The National Anti-Corruption Authority (ANAC) has clarified, in various decisions, that the participation of business networks in public tenders must comply with principles of transparency and competition. Specifically, ANAC has emphasized that, for an agricultural network to be admitted to a tendering procedure, the network contract must explicitly provide for the possibility of joint participation in public procurement and specify how the participating enterprises will contribute to fulfilling the contractual obligations. Additionally, each participating enterprise must individually meet the general eligibility requirements set forth in Articles 94 and 95 of the Public Contracts Code, thereby avoiding the risk of exclusion due to a lack of individual qualifications.

Another crucial aspect concerns the liability regime in the execution of public contracts. In network contracts without legal personality, each enterprise is individually liable for its share of the obligations undertaken with the public administration. Conversely, in networks with legal personality, the network itself is regarded as the contracting party, bearing full responsibility for contract execution. As a result, in network contracts, potential breaches or disputes may directly affect the individual enterprises, potentially impacting their ability to continue operating in the public procurement market.

From an operational perspective, the participation of agricultural networks in public tenders requires careful planning, both during the drafting of the network contract and in the management of the contract once awarded. It is essential for the network to clearly allocate responsibilities among its members, defining roles and obligations in detail to prevent internal conflicts and ensure proper execution of the contractual obligations required by the public administration.

7.2. Access to Public Funding and Incentives for Agricultural Networks

The introduction of the network contract in the agricultural sector has enabled participating enterprises to access specific public funding and incentives aimed at promoting cooperation and innovation within the industry. The current regulatory framework provides a range of support measures for agricultural business networks, with the objective of encouraging aggregation among sector operators and enhancing the competitiveness of the national agricultural system.

One of the primary financial instruments available to agricultural networks is the Strategic Plan for the CAP 2023-2027⁴⁴, which places particular emphasis on

44 | Cf. Regulation (EU) No. 2115/2021 of the European Parliament and of the Council of 2 December 2021, laying down rules on support for strategic plans to be drawn up by Member States under the Common Agricultural Policy (CAP strategic plans) and financed by the European Agricultural Guarantee Fund (EAGF) and the European Agricultural Fund for Rural Development (EAFRD). It repeals Regulations (EU) No. 1305/2013 and No. 1307/2013 of the European Parliament and of the Council of 17

business aggregation models within the agricultural sector. Rural development funds, disbursed through Regional Rural Development Programs (PSRs), include specific support measures for agricultural networks, particularly for innovation, digitalization, and environmental sustainability projects. Enterprises forming part of a network may submit joint projects to obtain non-repayable grants for the purchase of machinery, modernization of production infrastructure, and employee training within the network.

In addition to CAP funding, the legislator has introduced fiscal incentives for agricultural networks. Among these, the tax credit for research and development investments stands out as one of the most significant measures. Enterprises adhering to a network contract may benefit from tax deductions on expenses incurred for the adoption of new technologies, the implementation of precision agriculture systems, and the introduction of sustainable practices in production process management.

Furthermore, the Fund for Development and Cohesion (FSC) and EU structural funds designated for innovation in the agri-food sector offer additional funding opportunities for agricultural networks. Several national and regional calls for proposals provide preferential treatment to businesses operating within a network, recognizing this organizational model as a strategic asset for improving productivity and product quality in the agricultural sector.

An additional incentive was introduced with the “*Decreto Rilancio*” (Recovery Decree)⁴⁵, which established specific benefits for business networks operating in the agricultural sector, with a particular focus on ecological transition and digitalization of production chains. Among the most significant measures is the opportunity to access low-interest loans for the sustainable conversion of agricultural production and the adoption of circular economy models within networks.

Despite the numerous funding and incentive opportunities, the participation of agricultural networks in these programs requires careful administrative and managerial planning. Participating enterprises must prepare comprehensive documentation demonstrating the effective collaboration within the network and the implementation of projects aligned with the objectives of public funding programs. Additionally, access to EU funds is often subject to the submission of projects with a significant territorial and environmental impact, necessitating an integrated planning approach among network participants.

December 2013. On 2 December 2021, the agreement on the reform of the Common Agricultural Policy (CAP) was formally adopted. The new legislation, which entered into force on 1 January 2023, paves the way for a fairer, greener, and more performance-based CAP

45 | Decree-Law No. 34 of 19 May 2020. Urgent measures in the areas of health, support for work and the economy, as well as social policies related to the COVID-19 epidemiological emergency.

8. The Strategic Role of the Network Contract in the Future of Italian Agriculture

In light of the ongoing transformations in the agricultural sector, the network contract emerges as a strategic tool to address the critical challenges facing the industry. Enhancing competitiveness, expanding market access, and fostering investments in technological innovation are among the primary advantages derived from participating in a business network. Integration among enterprises helps overcome the structural fragmentation of Italian agricultural businesses, which often operate on a small scale with limited economic resources.

In particular, the shared use of productive factors and resources allows for the optimization of agricultural activities, improving the overall profitability of participating enterprises. The adoption of sustainable farming practices and the digitalization of the sector can be significantly facilitated through the network contract, especially in relation to funding opportunities provided by the Common Agricultural Policy (CAP) and rural development programs. Access to public incentives can be greatly facilitated by joining a well-structured business network that can demonstrate genuine productive and commercial integration.

However, the success of the agricultural network contract also depends on the ability of enterprises to effectively manage internal relationships within the network and comply with regulatory requirements. The risk of misuse and abusive practices, as evidenced by recent case law, necessitates a high level of diligence in the drafting and implementation of network programs. The involvement of specialized legal and tax advisors becomes a key factor in ensuring that the network operates in full compliance with the applicable regulations and can effectively generate the expected benefits.

Despite legislative developments progressively refining the legal framework of the agricultural network contract, certain uncertainties remain, which may require future legislative interventions. One key aspect concerns the need for further simplification of bureaucratic procedures in the establishment and management of agricultural networks. The requirement to register with the Business Register and the rules governing the legal personality of the network, for example, could be clarified and streamlined to encourage broader adoption of this instrument among small and medium-sized agricultural enterprises.

Another potential area for regulatory improvement concerns labor regulations within networks. The legal framework for joint employment (*codatorialità*) and other forms of collaboration among networked enterprises requires further clarification to ensure that joint hiring and worker secondment are carried out in full compliance with employment laws. Strengthening monitoring mechanisms could help prevent the misuse of the network contract as a means to circumvent labor supply regulations, an issue recently highlighted in case law.

Finally, the future of the agricultural network contract will likely be influenced by EU policies on sustainability and digitalization in agriculture. The adoption of innovative tools such as precision agriculture, integrated water resource management, and advanced technologies for crop monitoring could receive a significant boost through business networks. Introducing specific incentives for networks investing in sustainability and innovation could further drive the adoption of this instrument within the agricultural sector.

The agricultural network contract is thus reaffirmed as a high-potential tool for the future of the primary sector, enabling enterprises to tackle market challenges with greater resilience and innovative capacity. However, to ensure that this instrument fully realizes its benefits, it is essential to continuously refine the legal framework and enforce strict compliance with existing regulations. Case law has already provided important clarifications on the boundaries of permissible use of the network contract, but further legislative interventions could help make the instrument even more effective and secure for participating enterprises. In this context, the role of industry operators and legal professionals will be crucial in guiding agricultural businesses toward a correct and strategic use of the network contract.

9. Models of Agricultural Business Aggregation in Europe and the Network Contract

The Italian experience with the network contract in agriculture, while characterized by the specific features of the national legal system, fits into a broader European context marked by increasing attention to cooperation tools among agricultural enterprises. The common objective of these models is to enhance competitiveness, innovation, and sustainability in the primary sector, enabling operators to overcome structural limitations related to farm size and to respond more effectively to global market challenges and rural development policies promoted by the European Union. However, the legal frameworks governing these cooperative models vary across jurisdictions, reflecting the distinct legal, economic, and productive traditions of each country.

In France, the mechanism closest to the Italian network contract is the “*contrat de filière*”, which strengthens the agri-food supply chain through agreements among producers, processors, and distributors⁴⁶. The goal of this model is to ensure a fairer distribution of value along the production chain, establishing shared rules on pricing, quality, and sustainability. This type of agreement is strongly linked to national and EU agricultural policies and often includes public incentives for participating enterprises. Alongside this model, *coopératives agricoles* are widespread

46 | Magrini et al. 2023, 119.

in France, structured entities that operate in production, marketing, and financial sectors, ensuring better market conditions and greater access to credit for farmers.

In Germany, agricultural cooperation is primarily structured through the *Genossenschaften*, agricultural cooperatives that allow producers to optimize operational costs and access shared services. This model is notable for its stability, with cooperatives playing a central role in the agri-food sector, managing significant market segments directly. Another unique feature of the German system is the *Maschinenringe*, organizations that enable farmers to share machinery and equipment, reducing the capital burden on individual operators.

In Spain, the regulation of agricultural business aggregation is based on Producer Organizations (*Organizaciones de Productores* – OP) and Agricultural Associations, which strengthen farmers' bargaining power with large-scale distributors and facilitate access to public financing. Although the Italian network contract model has not been widely adopted in Spain, the underlying rationale of these structures shares similarities with the Italian experience, particularly regarding resource sharing and joint production management.

A peculiar model has developed in the Netherlands, where agricultural enterprise organization is highly innovative and specialized. Dutch business networks are strongly oriented toward research and technological development, with a focus on precision agriculture and environmental sustainability. The Dutch cooperative system is one of the most advanced in Europe, enabling agricultural businesses to leverage economies of scale and gain access to well-structured international marketing channels.

In Denmark, the dominant model consists of agricultural cooperatives, which operate with strong institutional support. These cooperative structures not only ensure more efficient resource management but also play a key role in promoting sustainability, aligning with the European Union's environmental objectives for agriculture.

In Poland, agricultural business aggregation is structured around agricultural producer groups, which facilitate market access and EU funding opportunities. The logic behind these structures closely resembles that of Spain's Producer Organizations, with a strong connection to rural development policies under the Common Agricultural Policy (CAP)

Before Brexit, the United Kingdom employed mechanisms similar to the Italian network contract, including Producer Organizations (POs), which enabled farmers to collaborate to enhance competitiveness and access EU funds allocated to the agri-food sector. Following the UK's withdrawal from the EU, its legislation on agricultural aggregations has undergone progressive reform, favoring collaborative models directly supported by national institutions.

A comparative analysis of the various European legal systems highlights how the Italian agricultural network contract represents a particularly flexible

aggregation model, adaptable to enterprises' specific needs and capable of fostering growth and innovation. Although no exact counterpart exists in other legal systems, the cooperative mechanisms adopted across different EU countries reflect similar principles, albeit with distinct implementation methods. The widespread adoption of cooperative models in agriculture underscores the growing importance of such legal instruments in rural development policies and in supporting competitiveness in the primary sector. This reinforces the need for continuous legal monitoring to ensure effective harmonization of these diverse regulatory frameworks at the European level.

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