

## EMPLOYMENT AGREEMENT NO.....

### THE UNDERSIGNED

1. The European Union, as represented by the European Commission, as represented for the purpose of signing this contract by **Mr Giovanni DE SANTI** Director of The Institute for Energy and Transport of the Joint Research Centre of the of the European Commission (hereinafter referred to as the "JRC"); of the one part  
  
and
2. **[insert name of Grantholder]**, residing at **[insert address]**, born in **place of birth** on **[insert date of birth]**, hereinafter referred to as the "Grantholder"; of the other part.

### WHEREAS

- A. The JRC has a demand for the specific knowledge and experience of the Grantholder and has, on the basis of information provided by Employee, come to the conclusion that he/she meets the requirements to undertake a project entitled **[insert project reference number: insert project title]**, **[Grantholder Category 20/30/40]** (Annex I) under Horizon 2020 - the European Union (EU) Framework Programme for Research and Innovation, at the JRC Petten;
- B. Both parties wish to agree in writing on the terms and conditions of employment which are set out in this agreement, hereinafter referred to as the "Employment Agreement".

### HEREBY AGREE AS FOLLOWS

1. **Duration of the Employment Agreement**
  - 1.1. The Employment Agreement is entered into for a fixed period of **[2 years / 3 years]** starting on **[insert date]** and shall terminate by operation of law, without notice being required, on **[insert end date]**.
  - 1.2. This Employment Agreement will not be renewed after it terminates on **[insert end date]**. This is a notification further to article 7:668 sub 1 Dutch Civil Code.
  - 1.3. Both parties are entitled to terminate the Employment Agreement prior to the expiration of the fixed period by giving notice in writing before the end of the month, thereby taking a notice period of 1 month into account.
  - 1.4. The Employment Agreement shall terminate in any event by operation of law, without notice being required, on the last day the Grantholder reaches the applicable legal retirement age (*AOW-leeftijd*).

- 1.5. **In case of non-EU residents and residents of Croatia:** At the starting date of the Employment Agreement, the Grantholder shall have a valid work permit and/or residence permit or a combined working/residence permit in his/her possession, as a consequence of which the Grantholder is allowed to work for the JRC according to the applicable (legal) rules and regulations. If the Grantholder does not comply with one of these conditions, the Employment Agreement will not come into force.
- 1.6. If the work permit and/or residence permit or combined work/residence permit is withdrawn during the term of the Employment Agreement, or if the duration thereof ends or a request for prolongation thereof is denied, the Employment Agreement will end automatically at the time the Grantholder is no longer in the possession of a valid work permit and/or residence permit or combined work/residence permit.

## 2. **Medical examination**

- 2.1. The Grantholder agrees to partake in a yearly medical investigation by the JRC's internal medical service in order to assess the Grantholder's general state of health. The Grantholder agrees this examination will be repeated after a period of 12 months has lapsed after the initial medical examination for as long as the Employment Agreement remains in place.

## 3. **Salary, Holiday Allowance, Other Allowances**

- 3.1. The Grantholder shall be entitled to a gross monthly salary of EUR **[GH 20: 3243,73 // GH 30: 4849,95 // GH 40: 8346,60]**, which includes holiday allowance. The gross monthly salary will be paid monthly into a Dutch Bank account indicated by the Grantholder, less all statutory reductions and other reductions agreed upon with the relevant Dutch authorities. Payment shall be made at the latest at the end of the month.
- 3.2. The Grantholder may also be entitled to fixed expenses allowances, if he/she meets the relevant requirements (see Annex II). In case of disability from work that lasts longer than one month, however, the JRC will cease to pay all expense allowances.
- 3.3. An allowance for double housing expenses (hereinafter also referred to as "mobility allowance") in the sum of EUR **[500,00 // 800,00]** shall be paid (see Annex II). In addition the Grantholder shall receive for every period of twelve months of work a travel allowance which will correspond to a fixed amount towards a return trip between the host Institution and the place of origin, equal to EUR **[insert amount]** (see Annex II).
- 3.4. The JRC is exempted from the obligation to deduct Dutch income tax (*loonbelasting*), contributions for social security (*premiesvolksverzekeringen*) and contributions for employee insurances (*premieswerknemersverzekeringen*) from the Grantholder's gross monthly salary. However, by way of exception the JRC does pay 50% of the WGA-base-premium (*WGA basispremie*).

The Grantholder is personally responsible and liable for: his/her annual tax declaration, the payment of the compulsory Dutch income taxes (*inkomstenbelasting*) and the payment of contributions for social insurances (*premiesvolksverzekeringen*) and employee insurances (*werknemersverzekeringen*).

## 4. **Holiday Entitlement**

- 4.1. The Grantholder shall be entitled to 24 days paid holiday per calendar year based on a full-time employment. For periods of employment of less than one year, leave shall be calculated on a pro rata basis.

- 4.2. The Grantholder shall enter a request for leave in a timely manner beforehand by making use of the relevant computer system. The Grantholder shall be entitled to take the requested leave after receipt of the approval of his/her superior at JRC in the relevant computer system.
- 4.3. In addition, the Grantholder is entitled to paid leave on the public holidays as set out on the "List of the public Holidays for JRC sites" that is amended by the JRC yearly and published on the intranet.
- 4.4. According to the JRC policy the Grantholder agrees to take at least 2 weeks of continuous holidays per year. The Grantholder can be requested to take this yearly period of leave. Holidays that have been build up during year "n", can be transferred to year n+1 and – with the exception of days of holiday that exceed the legal minimum - will expire on 30 June of year n+1.

## **5. Health insurance**

- 5.1. The Grantholder is in principle obliged to take out and pay for health insurance with a Dutch health insurance company. JRC shall pay the amount it is obliged to pay on the basis of the Health Insurance Act (*Zorgverzekeringswet*) to the relevant authority.

## **6. Inability to perform work**

- 6.1. In case of inability to perform work as set out in article 629 Book 7 of the Dutch Civil Code, the JRC shall pay the Grantholder 100% of his/her gross monthly salary during a maximum period of 6 weeks, if and for so long as the Employment Agreement remains in place.

If the employment agreement remains in place after this period of 6 weeks, the JRC will pay the Grantholder the percentage of his/her gross monthly salary the JRC is obliged to pay according to article 629 Book 7 of the Dutch Civil Code for a maximum period of 98 weeks, if and for so long as the employment agreement remains in place.

If the JRC is obliged to continue to pay the Grantholder's salary after the aforementioned period of 104 weeks (being the total of 6 plus 98 weeks), the JRC will pay the Grantholder the percentage of his/her gross monthly salary the JRC is obliged to pay according to article 629 Book 7 of the Dutch Civil Code, if and for so long as this payment obligation and the Employment Agreement remains in place.

- 6.2. With regard to reporting of illness and the illness itself, the Grantholder shall follow the instructions given, and which, in the future, may be given, in writing by JRC, which include but are not limited by the instructions set out in the Vademecum.
- 6.3. If at the end date of the Employment Agreement the Grantholder is unable to perform his/her work due to disability as set out in article 629 Book 7 of the Dutch Civil Code and the Grantholder is not yet employed by a third party, nor receives unemployment benefits, he/she will be obliged to:
- (i) inform the JRC in writing of the disability, unless the disability already existed before the end date of the Employment Agreement;
  - (ii) comply with a request of the company doctor and/or vocational expert (*arbeidsdeskundige*) of the JRC;
  - (iii) provide the JRC with all information he/she is obliged to submit to the UWV on the basis of the Health Insurance Act (*Ziektewet*) or the Act on Work and Income in accordance with capacity to work (*Wet WIA*). If the Grantholder has not given permission to share medical

information with the JRC, the Grantholder will provide the aforementioned information to the company doctor or authorised doctor (of the JRC);

(iv) comply with all obligations as set out in the Health Insurance Act (*Ziektewet*) and the Act on Work and Income in accordance with capacity to work (*Wet WIA*), among other things the obligation to provide information to UWV, the JRC and/or the company doctor or authorised doctor (of the JRC);

(v) co-operate with a reintegration process or trial placement offer on behalf of the JRC;

(vi) request an (early) Income provision for fully and permanently fully disabled (*IVA-uitkering*) if and as soon as the company doctor (of the JRC) thinks this is a possibility.

- 6.4 The obligations as set out in the aforementioned article remain in place for the duration of the Grantholder's inability to work, whilst he/she is receiving a payment on the basis of the Health Insurance Act (*Ziektewet*). If the Grantholder fully recovers, these obligations no longer apply, unless the Grantholder becomes unable to work due to inability within a period of four weeks after his recovery. In that case the obligations will apply again in full.
- 6.5 In case of non-compliance with clause 6.1 up to and including 6.4, the JRC has the right – by way of derogation from article 650 ad 3, 4 and 5 of Book 7 of the Dutch Civil Code - to impose a fine forthwith and without warning, notice of non-compliance (*ingebrekestelling*) or intervention of the court of EUR 5.000 for every breach of clause 6.1 up to and including 6.4, to be increased with EUR 500 for every day the breach continues, without devaluating the JRC's right to claim full damages on the basis of the law instead of a fine.
- 6.6 Without devaluating the JRC's right to a fine and/or full damages in case of non-compliance with clause 6.1 up to and including 6.4 the Grantholder can - by way of derogation from article 92 ad 1, 2, and 3 of Book 6 of the Dutch Civil Code -be held to comply with the obligations set out in clause 6.1 up to and including 6.4.

## 7. **Obligations on the part of the Grantholder**

- 7.1. The Grantholder shall perform his/her duties to the best of his/her ability in accordance with the Employment Agreement and the other applicable rules and obligations as adjusted from time to time, such as but not limited to the Internal Rules and the Code of Conduct. In case of a conflict between the Employment Agreement and the other applicable rules and obligations, the wording of the Employment Agreement shall prevail.

In particular, the Grantholder shall undertake:

- 1) to work the agreed upon hours on the research covered by the project and on the reports referred to in Article 8 of the Employment Agreement
- 2) not to receive any other payment or grant for research work undertaken as part of the project **[insert project reference]**;
- 3) to inform the JRC, as soon as possible, of events or matters that may affect performance of the Employment Agreement, such as:
  - any event prejudicial to the performance of the Employment Agreement or completion of the scientific reports mentioned in Article 8 on the agreed completion deadlines;
  - any event concerning the matters provided for in Articles 6 and 10 (illness, maternity, accident) of this Employment Agreement;
- 4) to continue to meet all criteria that were outlined in the vacancy and/or other conditions that were set with respect to project **[insert project reference]**;
- 5) to observe the safety standards in the facility to which he/she is assigned;
- 6) to guarantee proper use of all the equipment and materials needed to implement the job that the JRC provides and to return such equipment and materials on completion of the Employment Agreement in the same condition in which they were received, less normal and everyday wear and tear;

- 7) to supply the JRC with all the information needed for due application of social security rules and regulations;
- 8) to inform the JRC, at the earliest, of his/her address and of any changes to that addresses along with any changes in family status (civil status).

In case a Grantholder does not adhere to his/her obligations as described in the Employment Agreement and/or additional rules and obligations such as the rules and obligations stipulated in the Code of Conduct and the Internal Rules and/or other obligations made known to him/her in any other way, the Grantholder will be held personally responsible and liable for damage caused.

- 7.2. The project referred to in the Employment Agreement shall be implemented at the JRC in Petten. Where particular requirements, agreed beforehand with his/her supervisor at JRC in writing, make it necessary for activities to be carried outside the facility, mission expenses shall be reimbursed in accordance with the applicable rules and regulations that apply at the time the mission takes places.
- 7.3. The Grantholder's regular working hours shall be **40 (forty)** per week based on a fulltime employment. There will be no separate remuneration for overtime work other than provided for by the Commission Decision on Working Time as set out in Annex III.
- 7.4. If on the basis of this Employment Agreement the Grantholder carries out activities on behalf of enterprises affiliated with JRC, payment for these activities shall be considered to be included in the Grantholder's salary as defined in the Employment Agreement.

## **8. Periodic reports and final report**

- 8.1. The draft and delivery of scientific reports, as here below specified, is an essential obligation of the Grantholder.

The scientific reports, which shall be subject to prior approval by the Project leader, shall be submitted to the Director of the Institute. The reports are the following:

- a periodic report every 12 (twelve) months (containing the information on the progress of the project, completion of the workplan and the results), which shall be submitted to the JRC at the latest within 45 days after every period of 12 months;
- a final scientific report on all of the work carried out (objectives, results and conclusions including a summary recapitulating all of these points for the entire duration of the project, transfer file); the draft of the final scientific report shall be submitted at the latest 1 (one) month before the end of the Employment Agreement and the final version at the latest by the end of the Employment Agreement.

The reports must be set out in accordance with the JRC's instructions. Reports for publication must be of a standard permitting direct reproduction.

Reports shall be deemed to be approved if no comments are received from the JRC within two months of their receipt. If the periodic or the final scientific report is not delivered within the time limits set by this Article or do not comply with the JRC's instructions, a serious inexcusable non-fulfilment of the Employment Agreement by the Grantholder is implied. In this case, the JRC shall send a written reminder (registered letter with acknowledgement of receipt or hand delivered) to the Grantholder. Once 30 (thirty) calendar days from the acknowledged date of receipt of the reminder have elapsed, without having received the relevant report which complies the JRC's instructions, the JRC has the right to terminate the Employment Agreement (with immediate effect for urgent reasons), without prejudice to the right to sue the Grantholder to claim compensation for any suffered damage.

The Grantholder shall provide the JRC with all the information necessary for good execution of the project and of this Employment Agreement.

## **9. Sanctions**

- 9.1. Failure by the Grantholder to observe the legal and contractual obligations regarding ethics, diligence, loyalty and secrecy and, more generally, rules for the due performance of the Employment Agreement such as, but not limited to the rules and obligations as set out in the Employment Agreement, the Code of Conduct and Internal Rules, may result in sanctions as provided for under Dutch law.

## **10. Accidents at work**

- 10.1. JRC shall provide accident insurance for the Grantholder. The Grantholder is obliged to give immediate notice of a (near) accident to his/her superior at JRC, but always within 48 hours after the (near) accident occurred. The Grantholder shall follow the Work Instruction on Occupational Incident Reporting (IEQ W2504-1).

## **11. Conflict of interests**

The Grantholder shall take all necessary steps to prevent any situation, which might compromise impartiality and objectivity in the execution of the Employment Agreement. In particular, such a conflict of interests might stem from an economic interest, political or national affinities, family or emotional ties or any other pertinent connection or community of interests. Any conflict of interests, which emerges during the performance of the Employment Agreement, shall be notified by the Grantholder to the JRC in writing immediately and the Grantholder must take all necessary steps to resolve any conflict that has arisen.

The JRC reserves the right to ascertain whether the steps taken by the Grantholder are appropriate and may -if necessary- require additional action to be taken within the period specified by the JRC itself.

The Grantholder shall refrain from any contact, which may compromise his/her independence. The Grantholder declares that she/he:

- has not made nor will make an offer of any kind from which he/she might derive benefit under this Employment Agreement;
- has not granted nor will grant to any third party, whoever that may be, any benefit in money or in kind;
- has not pursued nor will pursue, has not sought nor will seek to obtain, and has not accepted nor will accept any benefit in money or in kind from any third party, whosoever that might be, if such an advantage constitutes an illegal practice or involves corruption, directly or indirectly, forming an incentive or reward connected with the execution of this Employment Agreement.

The Grantholder may also not divulge information concerning the organisation and working methods of the JRC, or use that information to damage the JRC.

Failure to observe the rules indicated in this article may lead to sanctions, such as dismissal without notice.

## **12. Ancillary Activities and representation**

- 12.1. The work carried out by the Grantholder under the Employment Agreement precludes the performance of any other incompatible activity to be determined at the discretion of the JRC, whether paid or free of charge. Any compatible activity, to be determined at the discretion of

the JRC, may only be performed after having obtained prior written approval of the JRC, which approval shall not be unreasonably withheld.

- 12.2. Participation in meetings, conferences, seminars, etc., on the subjects relating to the project require prior written authorisation, through the official channels, by JRC. If authorisation is granted and the Grantholder participates in the respective event, he shall not represent the JRC in any way.
- 12.3 A Grantholder is not authorized to act or sign any documents or to make any commitments or promises to third parties, including purchases with suppliers, on behalf of the JRC.

### **13. Confidentiality**

- 13.1. The delicacy of the service involved in the Employment Agreement calls for the most stringent observance of obligations of loyalty and confidentiality both during and after termination of the Employment Agreement.  
The Grantholder shall consider as confidential, and shall thus not divulge in any way, any information regarding (any organisation affiliated with) the European Union ('EU'), the European Commission ('EC') and the JRC, or their customers, suppliers and staff that he/she learns of during the course of the Employment Agreement.  
The Grantholder binds himself to exercise the greatest discretion with regard to all facts and information coming to his/her knowledge in the course of or in connection with the performance of his/her duties as a Grantholder.  
The Grantholder shall not in any manner whatsoever disclose to any unauthorized person any document or information not already made public. He/she will continue to be bound by this obligation even after leaving the service of the JRC.  
The Grantholder will not, whether alone or together with others, publish or cause to be published without explicit and prior written authorisation, any matter dealing with the project or work of the EU, the EC or the JRC. Permission can, amongst other, at the JRC's discretion be refused e.g. where the proposed publication is liable to prejudice the interests of the EU, the EC or the JRC.

### **14. Employer's Property**

- 14.1. All items, including written documents, computer files and data carriers, obtained by the Grantholder from or on behalf of JRC or an organisation affiliated with JRC during the period that the Employment Agreement is in effect, are and shall remain the property of JRC or the affiliated organisation, respectively.
- 14.2. The Grantholder shall return such items to JRC at first request or, in the absence of such a request, no later than the day on which the Employment Agreement terminates, and the Grantholder shall not withhold any copy thereof or there from.

### **15. Intellectual Property, publicity and dissemination of knowledge**

- 15.1. Any knowledge deriving from the project shall be the property of the European Community, as per existing rules. The name of the inventor shall be indicated in the patent.
- 15.2. The Grantholder is encouraged to publish the activities involved in and the results of the project subject to prior written authorisation by the Director of the Institute via the relevant system.  
Any communication, publication or dissemination of information, in whatever form (including via the Internet), concerning the progress of the project or the knowledge acquired is subject to prior, written authorisation by the Director of the Institute via the relevant system and shall

indicate the programme under which the work has been carried out or the knowledge obtained and the type of backup supplied by the JRC, with the emphasis placed upon the fact that the content communicated, published or disseminated is the exclusive responsibility of the author and does not reflect the opinion of the JRC and that the European Community is not responsible for any use that can be made of the data appearing in such communications and publications. Prior, written authorisation shall be requested of the European Commission for use of the European Community symbol. European Commission's standards must also be observed, in particular as regards graphical presentation.

- 15.3. Using the appropriate media and until such time as it deems necessary, the Commission may disseminate general data in particular on the objectives, the financial contribution of the Community, the duration and progress of the project and the knowledge set out in the final scientific report.  
The name of the Grantholder performing the work will be published unless he/she states otherwise. In this case, he/she makes this known in good time and provides due justification.
- 15.4. Without prejudice to paragraphs 15.2 and 15.3 of this Article, the contracting parties shall treat with strictest confidentiality any data, knowledge and documents they receive confidentially or which could harm either party if disclosed. This shall not apply in the following cases:  
- where the content of such data, knowledge and documents have entered the public domain by means of activities legally carried out outside this contract and not of the activities performed under it;  
- where such data, knowledge and documents are communicated without restriction as to their confidential nature or where the party divulging the information claims its confidential nature in a subsequent phase.
- 15.5. Where provision is made under this Employment Agreement for the communication of confidential data, knowledge and documents, the contracting parties shall first check that the party receiving such data, knowledge and documents keeps them duly confidential and uses them only for the purpose for which they were communicated.

## **16. Protection of privacy and Grantholder's consent**

- 16.1. In order to manage the relationship, by signing the Employment Agreement the Grantholder gives his/her consent to access to and management of personal data in this connection, as governed by law or established by contracts, agreements, regulations, standards and customs. He/she shall also give his/her consent to access to and management of "sensitive data" and the communication of such data to third parties entitled to access and use, including external consultants employed by the JRC to handle the payment of salaries and other payments and the attendant accounting and administrative provisions governed by law.

## **17. Amendments**

- 17.1. The JRC shall be entitled to unilaterally amend one or more of the provisions of this Employment Agreement or any other terms of employment in line with article 613 of Book 7 of the Dutch Civil Code. A change of law may also be a reason for the JRC to unilaterally amend one or more of the provisions of this Employment Agreement or any other terms of employment.

## **18. Correspondence**

- 18.1. All correspondence relating to the performance of this contract shall be addressed as follows:  
(1) for administrative matters:  
Commission of the European Communities



Joint Research Centre  
Directorate Resources  
Resource Management Petten - **[insert name: HR HoS]**  
PB 2  
NL - 1755 ZG Petten

(2) for scientific and technical matters:  
Commission of the European Communities  
Joint Research Centre  
Institute for Energy and Transport  
**[insert Unit's name]Unit**  
for the attention of the Unit Head: **[insert name]**  
PB 2  
NL - 1755 ZG Petten

(3) The person indicated below is authorized to check due performance of this contract:  
**[insert name, function, contact details: UH]**

## **19. Enclosures**

- 19.1 The documents attached to the Employment Agreement form an integral and substantial part thereof:
- I. Description of the Research Project
  - II. Salary and Allowances
  - III. Working Time
  - IV. Internal rules
  - V. Code of Conduct

## **20. Governing law**

- 20.1. This Employment Agreement is governed by and construed in accordance with the laws of the Netherlands. Any disputes between the parties will be submitted to the competent Dutch court.

## **21. Final provision**

- 21.1. This Employment Agreement supersedes all previous agreements between the parties.

Agreed and signed in **[duplicate]**at **[insert place]** on **[insert date]**

---

JRC  
By: **Mr Giovanni DE SANTI**  
Function: **Director**

---

The Grantholder  
Name: **[insert name]**

## **ANNEX I – Description of the Research Project**

---

1. Project title:
2. Summary description of project:
3. Personal details of contracting party:
  - surname, forename
  - nationality
4. Category of grant:
5. Duration of project (months):
6. Place of execution of the project:
  - JRC establishment Petten (NL)
  - Project responsible:

## ANNEX II – Salary and Allowances

---

### 1. SALARY

- 1.1 The salary will be paid monthly into a Dutch Bank account indicated by the Grantholder, less all statutory reductions and other reductions agreed upon with the Dutch relevant authorities, not later than the last day of the month.
- 1.2 The JRC will provide a monthly written specification of the amount paid.
- 1.3 At JRC the holiday allowance is included in the salary.
- 1.4 A mobility allowance (if eligible) will be paid monthly into a Dutch Bank account indicated by the Grantholder, less all statutory reductions and other reductions agreed upon with the Dutch relevant authorities, not later than the last day of the month. Additionally, a travel allowance (if eligible) will be paid according to the provisions indicated in Art. 1.7.
- 1.5 The Grantholder's gross salary is adjusted according to the correction coefficient applicable to *the country in which the JRC site is located*. The country correction coefficients are those applied in the **Horizon 2020 Work Programme 2014-2015 – Marie Skłodowska-Curie Actions** and results in an annual gross salary according to the following table:

JRC Grantholder Salaries		
Category	Nominal Annual Gross Salary	Annual Gross Salary corrected for the Netherlands
20	37.320	38.924,76
30	55.800	58.199,40
40	96.030	100.159,29

- 1.6 A mobility allowance will be granted to Grantholders whose place of origin<sup>1</sup> is more than 70 km from the JRC site. The Grantholder's mobility allowance is as follows:
- 500 Euro/month for Grantholders without dependants at the moment the contract comes into effect.
  - 800 Euro/month for married Grantholders with dependant children at the moment the contract comes into effect;

---

<sup>1</sup>The place of origin means the place where the Grantholder lived or performed his/her principal activity at the moment of taking up service.

In case the Grantholder has resided or performed his/her principal activity in the above mentioned place for less than 12 months the capital of the country of nationality shall be considered as the place of origin.

In case the Grantholder has more than one nationality, the place of origin shall be considered as the capital of the country where the Grantholder has resided for the longest period over the 5 years prior to signing the contract.

If a Grantholder who is entitled to the mobility allowance meets the criteria for the higher allowance during the contract, the allowance may be raised from the moment the criteria were met.

- 1.7 For every period of twelve (12) months a Grantholder has worked for the JRC a travel allowance will be granted, which will correspond to a fixed amount towards a return trip between the host Institution and the Grantholder's place of origin, calculated according to the following table. The travel allowance will be paid in advance, initially together with the first month's salary. If the employment agreement ends after a period of less than 12 months, the travel allowance will be calculated on a pro rata basis and the overpayment will be deducted from the last salary.

**Table of gross lump-sum travel allowance**

<b>Distance (km)</b>	<b>Amount €</b>
0 – 70	0
71 - 500	250
501 – 1000	500
1001 – 1500	750
1501 – 2500	1000
2501 – 5000	1500
5001 – 10000	2000
> 10000	2500

**1. WORKING HOURS**

- 1.1. A working week consists of 40 (forty) hours spread over five working days, from Monday to Friday. The hours that the JRC's premises are open are: 7am – 8.30 pm, every Monday to Friday.

All staff must be present during core time as applicable at any point in time.

Time recording in Sysper2 is compulsory whether using the flexitime scheme or not.

A lunch break of minimum 30 minutes is compulsory when the time worked during the day is 5.5 hours or more and has to be taken outside core hours. This break does not count as working time.

- 1.2. The Grantholder has no right to any financial compensation for extra work, working on official holidays, etc. These activities are considered to be included in the Grantholder's salary as defined in the Employment Agreement.

## ANNEX IV – Internal Rules

---

### 1. GENERAL REGULATIONS

#### 1.1 Personal liability of the Grantholder:

1.1.1 It is expected that the Grantholder behaves correctly and carefully.

1.1.2 In case a Grantholder does not carefully adhere to his/her obligations as described in the additional conditions stipulated in this Vademecum, or to conditions made known in any other way, the Grantholder will be held personally responsible for damage caused.

1.2 Grantholders are obliged to strictly adhere to regulations issued by the JRC.

1.3 In case of a conflict between the terms and conditions of the Vademecum and the employment agreement, the employment agreement shall prevail.

1.4 Changes in civil status, such as births, death, marriage, divorce, change of address, etc. are expected to be reported immediately to the JRC, as they will have consequences for taxation and the payment of social charges. The consequences of incorrect deductions that are the result of the providing incomplete information by the Grantholder will at all times be at his/her own expenses.

1.5 Grantholders are not allowed to take individuals that are not employed at JRC into the JRC site. The Grantholder is expected to conduct his/her work in a safe way and is obliged to follow the Health and Safety rules of the JRC.

### 2. SICK LEAVE

2.1 In the case of illness, the Grantholder shall inform without delay his/her management (normally via the secretariat) **and** the JRC Petten Human Resources ([JRC-IET-GH-QUESTIONS@ec.europa.eu](mailto:JRC-IET-GH-QUESTIONS@ec.europa.eu)). The Grantholder should only give notice and communicate the telephone number to be used by the "Arbo-dienst", if needed. The Grantholder should refrain from providing medical information.

2.1.1 In case of falling ill during working hours, the Grantholder is obliged to inform the JRC of his or her illness before leaving the premises.

2.1.2 The Grantholder is obliged to inform his/her general practitioner in due course.

2.1.3 The Grantholder must be available for home visits by the "Arbo-dienst", a certified organisation with professionals in the fields of medicine, safety and organisation structure in the Netherlands.

- 2.1.4 Only after the first inspection and permission by the Arbo-dienst, the Grantholder is allowed to leave the home.
- 2.1.5 To allow for a visit by an inspector of the Arbo-dienst, the Grantholder must:
  - a. Make sure that his/her address is known;
  - b. Make sure that an inspector can enter the house.
- 2.2 The Grantholder is obliged to visit the consultation hour of the Arbo-dienst or medical specialist when so requested, unless the Grantholder has started working again. If the Grantholder is bedridden or has another valid reason for being absent, then he/she is obliged to inform the JRC.
- 2.3 The JRC can refuse to continue payment of a Grantholder's salary, when the Grantholder prevents his/her recovery.
- 2.4 As soon as the Grantholder is capable of resuming his or her duties, he/she must do so and inform the JRC.
- 2.5 If the Grantholder does not observe these rules, sickness pay can be withheld and, in the worst case, the Employment Agreement can be terminated with immediate effect.

### **3. ANNUAL LEAVE**

- 3.1 The Grantholder is entitled to 24 working days of paid leave per year, calculated from Monday to Friday, earned at the rate of two days per month for each month of completed service (to be counted at least 15 days must be worked per month). The JRC policy is that at least 2 weeks of continuous holidays are taken per year, and the Grantholder can be requested to take leave. Holidays that have been build up during year "n", can be transferred to year "n+1" and – with the exception of days of holiday that exceed the legal minimum – will expire on 30 June of year "n+1".

Grantholders are entitled to take the same public holidays as those applicable to European Commission statutory staff on the Petten site. The schedule is published annually on the European Commission's Intranet – MyIntracomm. A limited flexibility also exists in the choice of certain official days that can be worked. Prior requests must be submitted to the hierarchy for approval.

### **4. SPECIAL LEAVE**

The Grantholder is entitled to ask for special leave. The Grantholder is obliged to provide the relevant documents proving the necessity of the special leave.

- 4.1 **Urgent paid special leave** shall only be granted in case of very special circumstances and the duration of the leave shall depend on the these circumstances.

- 4.2 In addition to the provisions on leave as mentioned in article 3.1 the Grantholder is entitled to **short term care paid leave**.
- 4.2.1 The Grantholder can apply for short term care leave if one of the following persons needs necessary treatment as a result of an illness:
- i. The lawful spouse, registered partner or the person with whom the Grantholder is living with;
  - ii. A child who lives at home with whom the Grantholder has an family relationship;
  - iii. A child of the persons mentioned in article 4.2.1 under (i);
  - iv. A foster child of the Grantholder who lives at the Grantholder's home;
  - v. A blood relative to the first degree of the Grantholder.
- 4.2.2 The Grantholder should provide his/her superior at JRC with a medical certificate containing his/her name and the name of the sick person, and certifying the need for him/her to be with the sick person for the period that is requested for.
- 4.2.3 If the certificate contains information which the Grantholder considers confidential, he/she may send the certificate to Medical Service instead of his/her superior at JRC and notify the latter of this and of the basis information contained in the certificate such as names and the dates between he/she is required to be with the sick person.
- 4.2.4 For short term care leave a maximum of two times the minimum working time in a week can be granted in a period of 12 consecutive months. The period of 12 months starts on the day the first short term care leave is taken.
- 4.3 The Grantholder is also entitled to special **short term paid leave** in case of:
- i. confinement of the lawful spouse, registered partner or the person with whom the Grantholder is living with;
  - ii. legal responsibilities and obligations by the government, which cannot be performed in spare time
  - iii. the performance of electoral suffrage
- 4.3.1 In the case as referred in 4.3 (i) the Grantholder is entitled to paid short term leave (*Kraamverlof*) for a maximum of 2 working days, during a period of 4 weeks after the first day the child is living on the address of his/her mother.
- 4.4 If short term care leave is granted, the Grantholder receives 100 % of his/her salary
- 4.5 In addition to the provisions on leave as mentioned in article 3.1 the Grantholder is entitled to **unpaid long term care leave**.
- 4.5.1 The Grantholder can apply for long term care leave if one of the following persons is suffering with a life-threatening illness:
- i. The lawful spouse, registered partner or the person with whom the Grantholder is living with;



- ii. A child who lives at home with whom the Grantholder or the person as mentioned in article 4.2.1 under (i) has a family relationship;
- iii. A foster child of the Grantholder who lives at the Grantholder's home;
- iv. A blood relative to the first degree of the Grantholder.

4.5.2 Also applicable to the long term care leave are the articles 4.2.2 and 4.2.3.

4.5.3 For long term care leave a maximum of six times the minimum working time in a week can be granted in a period of 12 following months. The period of 12 months starts on the day the first long term care leave is taken.

4.5.4 If long term care leave is granted the Grantholder will not receive any salary during that period.

## **5. MATRIMONIAL LEAVE**

5.1 The Grantholder is entitled to fifteen calendar days of special paid leave in the event of their getting married during the period of the contract upon submission of the marriage certificate to JRC Petten HR. This leave has to be taken as a whole at one time and cannot be broken down to smaller periods. The Grantholder can take this leave either at the moment of the matrimonial ceremony or for the purpose of the honeymoon.

## **6. LEAVE FOR OBLIGATORY COURSES OR EXAMS**

6.1 This article is applicable only and exclusively to Grantholders category 20 (doctoral level). Grantholders who are enrolled in a doctoral programme and who must take exams or attend compulsory courses during the period of the contract, are entitled to paid daily leave up to a maximum of two weeks (ten working days) per the whole period of grant, on proof of the obligation and proof of attendance. These Grantholders are also entitled to additional five days of paid leave equal to **40** working hours per year, for meetings with their professors relating to the preparation of their thesis, and for the preparation of those meetings.

## **7. MATERNITY LEAVE**

7.1 During pregnancy and after delivery the Grantholder shall be entitled to paid maternity leave for:

- a) Two months before the expected date of confinement indicated in the medical certificate of pregnancy;
- b) for the period between the expected date of birth and the actual date of birth;
- c) for three months after the birth;
- d) the days not used before the birth, in the case that the birth occurs before the expected date. These days are added to the period of maternity leave after the delivery.

## **8. PARENTAL LEAVE<sup>2</sup>**

- 8.2 Both parents have the right to be absent from work without pay (parental leave) for each child during their first eight years of life. The sum of the parental leave of both parents may not exceed ten months. If the working father exercises his right to be absent from work for a continuous or fractioned period of not less than three months, the combined limit of parental leave for both parents is raised to eleven months. However during the periods of parental leave up to the end of the child's first year, the Grantholder has a right to an allowance equal to 30% of the remuneration, for a maximum combined period of six months.

Parental leave can be taken part-time (fixed pattern) or full time. It can be taken continuously or in maximum 6 fractioned periods, each period of at least 1 (one) month. Parental leave needs to be requested at least 2 months in advance.

## **9. ADOPTION LEAVE**

- 9.1 Grantholders who are matched with a child for adoption are entitled to unpaid adoption leave.
- 9.2 For adoption leave a maximum period of 18 weeks can be granted, with a maximum of 4 consecutive weeks. A Grantholder can start the adoption leave period not earlier than 2 weeks before the day before the date of placement.
- 9.3 If more than one child is being adopted at the same time, the entitlement to unpaid leave exists for each child.
- 9.4 In case a child is adopted the Grantholder must notify as soon as possible the JRC with the date he/she intends to start his/her adoption leave, and in any case not later than 3 weeks before the starting date of the adoption leave.
- 9.5 In case a child is adopted the Grantholder must provide the JRC with the documentation certifying the adoption.

## **10. FOSTER LEAVE**

- 10.1 Grantholders are entitled to unpaid leave for foster care.
- 10.2 For foster care a maximum period of 18 weeks can be granted, with a maximum of 4 consecutive weeks. A Grantholder can start the foster care leave period not earlier than 2 weeks before the day before the date of placement.
- 10.3 Only one period of leave will be available in respect of a foster care arrangement. If more than one child is being placed in foster care at the same time, this will not affect the length of the leave.

---

<sup>2</sup> The parental leave can be requested only from the second year of the employment agreement onwards.

- 10.4 In case a child is placed in foster care the Grantholder must notify as soon as possible the JRC with the date he/she intends to start his/her foster care leave, and in any case not later than 3 weeks before the starting date of the leave.
- 10.5 In case a child is placed in foster care the Grantholder must provide the JRC with the documentation certifying the placement.

## **11. SERVICE CARD**

The JRC issues each person with a staff card, which the Grantholder must keep, and show or make available for inspection on request by plant security staff. The Grantholder undertakes to return the staff card to the JRC at the end of the contract period.

Any lost or stolen staff cards must be reported immediately to security and police. Grantholders will otherwise be held responsible for any damage to the Commission for the loss of or failure to return staff cards.

## **12. SAFETY REGULATIONS AND ACCIDENTS**

Extensive information regarding the Institute safety rules and procedures (including emergency procedures) are available on our Intranet and are applicable at the time the incident takes places.

The Grantholder is requested to familiarize herself/himself and comply with these rules and to attend the safety training organised for all newcomers where he/she will be given information about the general safety rules and emergency procedures applicable on site. More information about specific safety rules applicable to laboratories and controlled areas will be given by their manager/supervisor and the laboratory/area responsible. The Grantholder must follow given safety instructions (verbal and in writing). They must apply safe working practices and do not circumvent safety provisions. They must use and maintain obtained personal protective equipment properly. They must report unsafe situations, near-accidents and accidents as per the applicable instruction described on the Institute's Intranet. The Institute reserve the right to send out anyone in breach of safety obligations. Should the Grantholder be called upon to carry out work not specifically provided for in the contract, he/she undertakes to make all necessary arrangements with the scientific project head and with the Head of the unit of assignment before carrying out any further work, both to establish existing risks and to prevent such work from interfering with or affecting the regular activities of the JRC.

The Grantholder is responsible to execute their job in an environmentally responsible manner. They must dispose of waste in line with the available guidelines and must inform their superior and/or SES sector immediately of any situation that they consider having an immediate harmful environmental impact.

## ANNEX V – Code of Conduct

---

The scope of this Code of Conduct is to define a framework for ethics and integrity at the JRC in order to identify standards and values of importance that can be actively practised in the everyday behaviour of our staff<sup>1</sup>. A strong ethical culture imbued with high ethical standards is a priority and serves to protect you, to support our interests and to enhance trust in the services that we provide to others. In fact, ‘professional ethics’ is neither an abstract concept nor an optional extra: it underpins the way you, in your everyday work, behave, apply your knowledge of the rules and take decisions in the interests of the service. Promoting ethical behaviour in the workplace is a must, but your help is needed to ensure that there is no gradual erosion of or deterioration in our ethical standards (the ethical ‘slippery slope’). It is a widely accepted tenet that: *“If each step away from ethical and acceptable practices is sufficiently small, small enough not to appear qualitatively different, then a series of these small steps can lead to a journey of unethical and illegal activities”*.

All content of the JRC Code of Conduct can be found on the following link:

[http://www.cc.cec/dgintranet/jrc/intranet/hr/ethics/documents/jrc\\_code\\_of\\_conduct-1-.pdf](http://www.cc.cec/dgintranet/jrc/intranet/hr/ethics/documents/jrc_code_of_conduct-1-.pdf)