

EMPLOYMENT AGREEMENT

THE UNDERSIGNED

1. The Institute for Energy Joint Research Centre of the European Commission (hereinafter referred to as the "JRC");

and
2. [insert name of Grantholder], residing at [insert address], born on [insert date of birth], hereinafter referred to as the "Grantholder".

WHEREAS

- A. The JRC has a demand for the specific knowledge and experience of the Grantholder and has, after having made further enquiries after his/her scientific potential, come to the conclusion that he/she meets the requirements to undertake a project entitled "[insert project title]" (Annex I) under the specific program of research and technical development, carried out at the Joint Research Centre of the European Communities ("European Community") by means of direct actions by the Commission of the European Communities ("European Commission");
- 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 [insert term] and shall terminate by operation of law, without notice being required, on [insert date].
 - 1.2. In the situation that - due to personal, work-related or project-related reasons - the Grantholder finds it increasingly difficult to complete the project, he/she will inform his/her superior at the JRC in writing about the nature of the difficulties and will ask for a meeting. Both parties will meet as soon as

possible and discuss the possibilities to resolve the difficulties.

- 1.3. If despite the meeting, as referred to in article 1.2, the Grantholder finds it impossible to complete the project under the terms and conditions as set in his Employment Agreement or the project, he/she may tender his/her resignation in writing to his/her superior at the JRC, asking for early termination of the Employment Agreement, with notice of 1 (one) month. The Grantholder will make sure that all information regarding the project will be properly handed over to his/her superior at the JRC.
- 1.4. Also the JRC shall be entitled to terminate the Employment Agreement prior to the expiration of the fixed period by giving notice in writing equal to the statutory notice period.
- 1.5. The Employment Agreement shall terminate in any event by operation of law, without notice being required, on the last day of the month in which the Grantholder reaches the age of 65, or the day on which he reaches retirement age in accordance with the applicable pension scheme, whichever occurs first.

2. **Condition Precedent**

- 2.1. Condition precedent for the employment agreement between the JRC and Grantholders to become effective is that the Grantholder has been evaluated as medically fit to carry out the activities which form the basis of the working relationship. The Grantholder must undergo, in advance and independently, the medical checks specified by the JRC and detailed in the annex "List of medical checks" (Annex II). If the employment agreement becomes effective, the JRC will reimburse the documented cost of the medical checks. However, the JRC will directly organise, through its internal medical service, the annual medical visits provided for in the related health plan.
- 2.2. In addition, condition precedent for the employment agreement between the JRC and Grantholders who will work in controlled zones (exposed to ionising radiation) to become effective is that the Grantholder has also undergone a special medical visit at the JRC medical service and has received the medical service's approval to perform the envisaged tasks.

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

- 3.1. The Grantholder shall be entitled to a gross monthly salary of EUR [insert amount], including holiday allowance. Payment shall be made at

the end of every month.

- 3.2. Fixed expenses allowances may be given to Grantholders on the basis of their specific duties (see Annex III). In addition, the JRC can, after approval, reimburse mission expenses made by the Grantholder. In case of illness that lasts longer than one whole week, however, the JRC will cease to pay expense allowances.
- 3.3. An allowance for double housing expenses (hereinafter also referred to as “mobility allowance”) in the sum of EUR [insert amount] shall be paid (see Annex III).
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 III). The initial travel allowance shall be paid together with the first month’s salary.
- 3.4. In addition to the salary mentioned in article 2.1, and insofar as applicable to the Grantholder, the JRC allows the Grantholder to enroll his/her child/children in the European School in Bergen free of charge. Any school fees due to the European School in Bergen will be paid by the JRC.

4. **Holiday Entitlement**

- 4.1. The Grantholder shall be entitled to 24 days’ holiday per year. For periods of less than one year, leave shall be calculated on a pro rata basis.
- 4.2. The Grantholder shall be entitled to take his/her holidays as preliminary agreed with his/her superior at JRC.
- 4.3. The Grantholder shall also be entitled to paid leave for holidays such as Christmas, Easter and Queen's Day (30 April) as agreed and notified by the JRC to the staff each year.

5. **Health insurance**

- 5.1. JRC shall contribute the amount it is obliged to pay on the basis of the Health Insurance Act (*Zorgverzekeringwet*).

6. **Illness**

- 6.1. If the Grantholder is prevented from carrying out the Grantholder's work as a result of illness, save to the extent provided otherwise in the Netherlands Civil Code, the Grantholder remains entitled to 70% of his salary as provided in article 3.1 and with a maximum of the daily wage for a period of 104 weeks, as long as the Employment Agreement remains in effect.
- 6.2. With regard to reporting illness and the illness itself, the Grantholder shall follow the instructions given, and which, in the future, may be given, in writing by JRC.

7. **Job performance**

- 7.1. The Grantholder shall perform his duties in accordance with the Employment Agreement. In particular, the Grantholder shall undertake:

1) to work full-time 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 grants or payments for research work undertaken as part of the attached project;

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 Employment Agreement or change in completion deadline;
- any changes in the information concerning the selection criteria for award of the Grantholdership;
- any event concerning the cases provided for in Articles 5 and 9 (illness, maternity, accident) of this Employment Agreement;

4) to observe the safety standards in the facility to which he/she is assigned;

5) 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;

6) to supply the JRC with all the information needed for due application of social security rules;

7) to inform the JRC, at the earliest, of his address and of any changes to that addresses along with any changes in family status (civil status) and residence abroad.

- 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 , make it necessary for activities to be carried out outside the facility, mission expenses shall be reimbursed in accordance with the rules and conditions applicable at the European Commission to officials of grade ADM.

Where particular circumstances make it impossible to carry on with the contract at the Petten JRC, implementation of the Employment Agreement may take place at another European Community site, once another employment agreement has been signed for the remaining duration.

- 7.3. The Grantholder's regular working hours shall be 37.5 per week. The Grantholder shall be permitted to work overtime. There will be no separate remuneration for overtime work other than provided for by the Flexi-time regime as set out in Annex IV.
- 7.4. If 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 Grantholder undertakes to submit the following scientific reports (in English) in duplicate to the Director of the JRC. All reports must be approved by the science officer:

- a periodic report every 12 (twelve) months (containing the information on the progress of the project, completion of the workplan and the results);

- a final scientific report on all of the work (objectives, results and conclusions including a summary recapitulating all of these points for the entire duration of the project).

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

The periodic scientific report must be submitted to the European Commission within 45 days of the end of the period it covers.

The final scientific report must be presented to the European Commission within two months of the end of the project.

A draft of the final report must, however, be submitted no later than the end of the project.

Projects shall be deemed to be approved if no comments are received from the European Commission within two months of their receipt.

If the periodic or final scientific report is not delivered within the time limits set by this Article, the European Commission shall send a written reminder (registered letter with advice or receipt or delivered by hand).

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

9. **Code of conduct**

- 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 contract, shall result in sanctions as provided for by the code of conduct and internal rules (Annex V).

10. **Accidents at work**

- 10.1. JRC shall provide accident insurance for the Grantholder. The Grantholder shall give immediate notice but always within the 48 hours to his/her superior at JRC of any accident at work, however slight. The JRC shall otherwise be free of any liability.

11. **Tax/ Social Security Liability for Benefits**

- 11.1. JRC is exempted to deduct Dutch taxes and contribution on the monthly allowances paid to the Grantholder, especially taxes on wages (*loonbe-*

lasting) and contributions for social insurance (*volksverzekeringen*). The Grantholder is responsible to take care of his/her annual tax declaration and make provisions to pay compulsory Dutch income taxes (*inkomstenbelasting*) and contributions for social insurances (*volksverzekeringen*).

12. **Ancillary Activities**

- 12.1. The research carried out by the Grantholder under the Employment Agreement precludes the performance of any other incompatible activity, 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 authorisation, through the official channels, by JRC and must in no way be construed as representing JRC.

13. **Confidentiality**

- 13.1. The sensitivity of the research involved in the Employment Agreement calls for the most stringent observance of obligations of loyalty and confidentiality. The Grantholder shall consider as confidential, and shall thus not divulge in any way, any information regarding the JRC, its costumers, suppliers and staff that he/she learns of during the course of the Employment Agreement (Annex VI).

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 therefrom.

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.
- 15.1.1. The Grantholder is encouraged to publish the activities involved in and the results of the project subject to authorisation by the European Commission. While being aware of the need to protect knowledge, the European Commission cannot oppose any such publication without valid reason. Any communication, publication or dissemination of information, in whatever form (including via the Internet), concerning the progress of the project or the knowledge acquired shall indicate the programme under which the work has been carried out or the knowledge obtained and the type of backup supplied by the European Community, 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 European Community 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 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.
- 15.1.2. 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.
- 15.1.3. Without prejudice to paragraphs 15.1.2 and 15.1.3 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.

15.1.4. 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. By signing the Employment Agreement the Grantholder gives his/her consent to access to 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 "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 fees and the attendant accounting and administrative provisions governed by law.

17. **Amendments**

17.1. In the event that it has a substantial interest in doing so, JRC shall be entitled to unilaterally amend one or more of the provisions of this Employment Agreement.

17.2. A substantial interest may also be deemed to exist, *inter alia*, if

- there is a change of control of JRC's enterprise or of the group to which JRC belongs, or a transfer of the enterprise or a part thereof within the meaning of Article 7:662 of the Netherlands Civil Code;
- the costs of the insurances of the Grantholder to which JRC contributes pursuant to this Employment Agreement increase.

17.3. The Grantholder accepts that the conditions of the insurances referred to in this Employment Agreement may be amended from time to time, in which case the amended conditions shall apply.

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

MSU - [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

[insert Unit's name] Unit

for the attention of the project head: [insert AL 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**

The documents attached to the Employment Agreement form an integral and substantial part thereof:

- I. Description of the project
- II. List of medical checks
- III. Allowances
- IV. Flexitime regime
- V. Code of Conduct and internal rules
- VI. Confidentiality

20. **Governing law**

20.1. This Employment Agreement is governed by and construed in accordance with the laws of the Netherlands.

21. **Final provision**

21.1. No amendment and/or addition to this Employment Agreement shall have any force or effect unless it is in writing. 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
 - Project responsible:

ANNEX II – List of Medical Checks

PROFILO ESAMI BORSISTI CHECK LIST GRANTHOLDERS

VISITE MEDICHE *MEDICAL VISIT*

- Visita medica di assunzione
Pre-employment medical visit
- Visita oculistica
Oculistic visit

ESAMI STRUMENTALI *INSTRUMENTAL EXAMS*

- Elettrocardiogramma
Electrocardiogram
- Radiografia del torace
Chest X-ray

ESAMI DI LABORATORIO *BLOOD TEST*

- Esame emocromo citometrico
Complete blood count with differential leucocyte count
- Velocità di eritrosedimentazione
Eritrocyte sedimentation rate
- Tempo di protrombina
Prothrombin time
- S-Glicemia
S-Glucose
- S-Urea
S-Urea
- S-Creatininemia
S-Creatinine
- S-Colesterolemia HDL e LDL
S-HDL and LDL cholesterol

- S-Trigliceridemia
S-Triglycerides
- S-ALP
S-Alcaline phosphatase
- S-ALT e S-AST
S-Alanine and Aspartate aminotransferase
- S-Bilirubinemia totale e diretta
S-Total and direct bilirubin
- S-GGT
S-Gamma glutamyl transferase
- S-LDH
S-Lactate dehydrogenase
- S-Protidemia
S-Proteins
- S-Acido urico
S-Uric acid
- Elettroforesi proteica
Serum protein electrophoresis
- S-HBsAg; S-HBcAb

- Esame delle urine con esame citofluorometrico
Urinalysis with sediment examination

ANNEX III - 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 country correction coefficient applicable to the Netherlands. The Country correction coefficients are those applied in the Marie Curie FP7 'People' Work Programme and might be subjected to changes from time to time. For the JRC site in Petten current correction coefficient 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	33,800	34,205
30	52,000	52,624
40	90,000	91,080

- 1.6 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;
- The Grantholder's mobility allowance will be granted to Grantholders whose place of origin¹ is more than 70 km from the JRC site. 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 of work a travel allowance will be granted, which will correspond to a fixed amount towards a return trip between the host Institution and the place of origin, calculated according to the following table. The initial travel allowance will be paid together with the first month's salary.

¹ 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.

Table of gross lump-sum travel allowance

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

- 21.2. In addition to the salary mentioned in article 1.5, and insofar as applicable to the Grantholder, the JRC allows the Grantholder to enroll his/her child/children in the European School in Bergen free of charge. Any school fees due to the European School in Bergen will be paid by the JRC.

ANNEX IV – Flexitime Regime

2. WORKING HOURS

- 2.1 A working week consists of a minimum of 37.5 hours of work in five days. The hours that the JRC's premises are open are: 7am - 8pm, every Monday to Friday. The JRC flexitime system will apply. All staff must be present during core time, i.e.:
- Monday to Thursday from 9.30 – 12.00 and from 14.30 – 16.00,
Friday from 09.30 – 12.00 and from 14.00 – 15.30
- For those who do not apply for flexitime, their presence is required from:
Monday to Friday from 08.30 – 12.00 and from 13.00 – 17.00
- A lunch break of minimum 30 minutes is compulsory.
- 2.2 The Grantholder has no right to any financial compensation for extra work, working on official holidays, etc.

ANNEX V – Code of Conduct and Internal Rules

3. GENERAL REGULATIONS

3.1 Personal liability of the Grantholder:

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

3.1.2 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.

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

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

3.4 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.

3.5 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.

4. SICK LEAVE

4.1 In the case of illness, the Grantholder shall inform without delay his/her management (normally via the secretariat).

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

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

4.1.3 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.

4.1.4 Only after the first inspection and permission by the Arbo-dienst, the Grantholder is allowed to leave the home.

4.1.5 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.

- 4.2 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.
- 4.3 The JRC can refuse to continue payment of a Grantholder's salary, when the Grantholder prevents his/her recovery.
- 4.4 As soon as the Grantholder is capable of resuming his or her duties, he/she must do so and inform the JRC.
- 4.5 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.

5. LEAVE

- 5.1 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)

6. SPECIAL LEAVE

The Grantholder is entitled to ask for special leave.

- 6.1 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.
- 6.2 In addition to the provisions on leave as mentioned in article 3.1 the Grantholder is entitled to short term care paid leave.
- 6.2.1 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.

6.2.2 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.

6.2.3 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.

6.2.4 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 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.

7. MATRIMONIAL LEAVE

7.1 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.

8. LEAVE FOR OBLIGATORY COURSES OR EXAMS

8.1 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 leave up to a maximum of two weeks per grant, on proof of the obligation and proof of attendance. These Grantholders are also entitled to five days of paid leave equal to 37.5 working hours per year, for meetings with their university professors relating to the preparation of their thesis, and for the preparation of those meetings.

9. MATERNITY AND PARENTAL LEAVE

9.1 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.

9.2 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.

10. ADOPTION LEAVE

- 10.1 Grantholders who are matched with a child for adoption are entitled to unpaid adoption leave.
- 10.2 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.
- 10.3 Only one period of leave will be available in respect of an adoption arrangement. If more than one child is being adopted at the same time, this will not affect the length of the leave.
- 10.4 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.
- 10.5 In case a child is adopted the Grantholder must provide the JRC with the documentation certifying the adoption.

11. FOSTER LEAVE

- 11.1 Grantholders are entitled to unpaid leave for foster care.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 In case a child is placed in foster care the Grantholder must provide the JRC with the documentation certifying the placement.

ANNEX VI – Confidentiality

12. CONFIDENTIALITY, NON-COMPETITION, PROPERTY AND OUTSIDE ACTIVITIES

- 12.1 The sensitivity of the research involved in the Employment Agreement calls for the most stringent observance of obligations of loyalty and confidentiality. The Grantholder shall consider as confidential, and shall thus not divulge in any way, any information regarding the JRC, its customers, suppliers and staff that he/she learns of during the course of his/her employment.
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 grant holder.
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 written authorisation, any matter dealing with the work of the European Commission. Permission can, amongst other, be refused e.g. where the proposed publication is liable to prejudice the interests of the European Commission.
- 12.2 The research carried out by the Grantholder under the Employment contract 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.
- 12.3 Participation in meetings, conferences, seminars, etc., on the subjects relating to the work require prior authorisation, through the official channels, by the JRC.
- 12.4 At termination of the contract, the Grantholder returns all goods and documents that belong to the JRC, and will not keep documents or copies in his possession.

13. INTELLECTUAL PROPERTY

- 13.1 Any knowledge and/or intellectual property deriving from the project shall be the property of the European Commission, as per existing rules. In case of patent the name of the inventor shall be indicated in the patent.
- 13.2 The Grantholder is encouraged to publish the activities involved in and the results of the project subject to authorisation by the European Commission. While being aware of the need to protect knowledge, the European Commission cannot oppose any such publication without valid reason. Any communication, publication or dissemination of information, in whatever form (including via the Internet), concerning the progress of the project or the knowledge acquired shall indicate the programme under which the work has been carried out or the knowledge obtained and the type of backup supplied by the European Community, 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 European Community 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 authorisation shall be requested of the

European Commission for use of the European Community symbol. European Commission standards must also be observed, in particular as regards graphical presentation.

- 13.3 Using the appropriate media and until such time as it deems necessary, the European Commission may disseminate general data in particular on the objectives, the financial contribution of the European Community, the duration and progress of the work 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.
- 13.4 Without prejudice to paragraphs 2.2 and 2.3 of this Article, the Grantholder and the JRC 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:
- a) 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;
 - b) 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.
- 13.5 Where provision is made under the 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.

14. ACTS IN LAW ON BEHALF OF THE JRC

- 14.1 A Grantholder is not authorised to sign any documents or to make any commitments or promises to third parties, including purchases with suppliers, on behalf of the JRC.