

VADEMECUM GRANTHOLDERS

INTRODUCTION

This Vademecum is for information purposes only. It is not legally binding but provides the most up to date information available. It explains in general terms the conditions applicable to the employment of Grantholders under national law contracts at the Institute for Energy of the Joint Research Centre ("JRC Petten") of the European Commission

NATURE OF THE GRANTHOLDER CONTRACT

An employment contract is offered to Grantholders, which is of a subordinate nature for a fixed period and is governed by Dutch legislation.

DURATION

The duration of the contract for different categories of Grantholders is as indicated in Annex 2008-03372. Contracts established for a period of less than three years may be renewed once only and for a period that ensures that the total period (original contract plus renewal) does not exceed three years. Category 40 contracts are limited to a maximum of two years.

PLACE OF WORK

Grantholders will carry out their work at the JRC Petten site in the Netherlands.

1. EMPLOYMENT AGREEMENT

- 1.1 Any agreement on the employment of the Grantholder with the JRC is always put in writing.
 - 1.1.1 Dutch law applies to the employment at all times. A result of which is that no regulations that are laid down in Dutch Law, relevant to this Vademecum, are repeated in this Vademecum, unless mentioning them would be a specific useful addition.
 - 1.1.2 In case - due to personal or job-related reasons - the Grantholder finds increasing difficulty in completing the project he/she is working with, he/she will inform his/her superior at the JRC in writing about the nature of the difficulties and may ask for a meeting. Both parties will meet as soon as possible and discuss the possibilities to resolve the difficulties.
 - 1.1.3 If despite the meeting, as referred to in article 1.1.2, 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 resign in writing from the JRC 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.

- 1.1.4 The JRC is also entitled to terminate the Employment Agreement prior to the expiration of the fixed period by giving notice in writing equal to the Dutch statutory notice period, which is one month if the employment has lasted 5 years or less.

2. TAX

- 2.1 The Grantholder will generally be subject to Dutch income tax (*inkomstenbelasting*).
- 2.2 The JRC is not obliged to withhold Dutch salary taxes (*loonbelasting*). The Grantholder is responsible to file his/her annual Dutch income tax return.

3. SOCIAL SECURITY AND INSURANCES

- 3.1 The Grantholder will be liable for Dutch social insurance (*volksverzekeringen*) and employee insurance (*werknemersverzekeringen*).
- 3.2 The JRC is not obliged to withhold Dutch social insurance contributions. The Grantholder is responsible for paying the social insurance contributions due. The JRC will only withhold Dutch employee insurance.

4. WORKING HOURS

- 4.1 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.

- 4.2 The Grantholder has no right to any financial compensation for extra work, working on official holidays, etc.

5. SICK LEAVE

- 5.1 In the case of illness, the Grantholder shall inform without delay his/her management (normally via the secretariat).
- 5.1.1 In case of illness during working hours, the Grantholder is obliged to inform the JRC of his or her illness before leaving the premises.
- 5.1.2 The Grantholder is obliged to inform his/her general practitioner in due course.

- 5.1.3 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.
- 5.1.4 Only after the first inspection and permission by the Arbo-dienst, the Grantholder is allowed to leave the home.
- 5.1.5 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.
- 5.2 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.
- 5.3 The JRC can refuse to continue payment of a Grantholder's salary, when the Grantholder prevents his/her recovery.
- 5.4 As soon as the Grantholder is capable of resuming his or her duties, he/she must do so and inform the JRC.
- 5.5 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.

6. LEAVE

- 6.1 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)

7. SPECIAL LEAVE

The Grantholder is entitled to ask for special leave.

- 7.1 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.
- 7.2 In addition to the provisions on leave as mentioned in article 6.1 the Grantholder is entitled to short term care paid leave.
- 7.2.1 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 7.2.1 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.
- 7.2.2 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.
- 7.2.3 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.
- 7.2.4 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.
- 7.3 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
- 7.3.1 In the case as referred in 7.3 (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.
- 7.4 If short term care leave is granted, the Grantholder receives 100 % of his/her salary
- 7.5 In addition to the provisions on leave as mentioned in article 6.1 the Grantholder is entitled to unpaid long term care leave.
- 7.5.1 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 7.2.1 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.
- 7.5.2 Also applicable to the long term care leave are the articles 7.2.2 and 7.2.3.

7.5.3 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.

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

8. MATRIMONIAL LEAVE

8.1 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.

9. LEAVE FOR OBLIGATORY COURSES OR EXAMS

9.1 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.

10. MATERNITY AND PARENTAL LEAVE

10.1 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.

10.2 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.

11. ADOPTION LEAVE

11.1 Grantholders who are matched with a child for adoption are entitled to unpaid adoption leave.

11.2 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.

- 11.3 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.
- 11.4 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.
- 11.5 In case a child is adopted the Grantholder must provide the JRC with the documentation certifying the adoption.

12. FOSTER LEAVE

- 12.1 Grantholders are entitled to unpaid leave for foster care.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 In case a child is placed in foster care the Grantholder must provide the JRC with the documentation certifying the placement.

13. SALARY

- 13.1 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.
- 13.2 The JRC will provide a monthly written specification of the amount paid.
- 13.3 At JRC the holiday allowance is included in the salary.
- 13.4 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. 13.7.
- 13.5 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

13.6 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.

13.7 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.

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

13.8 In addition to the salary mentioned in article 13.5, 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.

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.

14. GENERAL REGULATIONS

14.1 Personal liability of the Grantholder:

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

14.1.2 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.

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

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

14.4 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.

14.5 Grantholders are not allowed to take individuals that are not employed at JRC into the JRC site.

14.6 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.

15. EMPLOYMENT AGREEMENT – ESSENTIAL PRECONDITION

15.1 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”. 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.

In addition, condition precedent for the employment agreement between the JRC and Grantholders who will work in controlled zones (e.g. 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.

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

16.1 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.

- 16.2 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.
- 16.3 Participation in meetings, conferences, seminars, etc., on the subjects relating to the work require prior authorisation, through the official channels, by the JRC.
- 16.4 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.

17. MISSIONS

- 17.1 A Grantholder travelling on mission and holding an appropriate travel order shall be entitled to reimbursement of travel expenses and to daily subsistence allowance in accordance with the applicable JRC mission rules.

18. INTELLECTUAL PROPERTY

- 18.1 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.
- 18.2 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.

- 18.3 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.
- 18.4 Without prejudice to paragraphs 18.2 and 18.3 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.
- 18.5 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.

19. ACTS IN LAW ON BEHALF OF THE JRC

- 19.1 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.