



EUROPEAN COMMISSION

JOINT RESEARCH CENTRE

Institute for Reference Materials and Measurements
Management support

EMPLOYMENT CONTRACT N° TO CARRY OUT A WELL DEFINED TASK

The European Community (hereinafter referred to as "the Community"), as represented by the Commission of the European Communities (hereinafter referred to as "the Commission"), as represented for the purpose of signing this contract by Dr. Alejandro HERRERO MOLINA, Director of the Institute for Reference Materials and Measurements (IRMM) of the Joint Research Centre (JRC) or his legal representative,

hereinafter referred to as the 'employer',

on the one part,

and

Mss. resident at

hereinafter referred to as the 'grantholder',

on the other part,

HAVE AGREED to allow the grantholder to acquire further knowledge and greater skill in her scientific field, while helping to enhance and increase the scientific potential of the Community, to a project to be carried out in the framework of "the specific programme for research and technological development, including demonstration, to be carried out by means of direct actions for the European Community by the Joint Research Centre", a project described in article 1, according to the following provisions.

Mrs. shall be the scientific responsible in charge on behalf of IRMM (hereafter referred to as "Project Head").

The introduction is an integral and substantial part of this contract. The parties agree as follows:

Article 1

The employer recruits the grantholder as an employee. Her task will be as follows:

Article 2

The present contract is concluded for a limited period of _____ months, starting from _____ and ending on _____.

Article 3

The present contract starts with a probation period of 6 months.

Article 4

The gross monthly salary amounts to € 4.333,33 and will be paid by transfer to a Belgian bank account.

The JRC will also pay:

1. *a mobility allowance* amounting to € 0,00.

The amount of this allowance is fixed as follows:

- € 500 a month for grantholders without family at the moment the contract comes into effect;
- € 800 a month for married grant holders or for grant holders with dependant children at the moment the contract comes into effect.

The mobility allowance will be granted to grantholders whose **place of residence at the moment of application**¹ is more than 70 km from the IRMM site. If the personal situation of the grantholder would change during the contract's execution as a result of which she would be entitled to receive a higher mobility allowance, the allowance will be adapted as from the moment that all conditions are met.

2. *a travel allowance* amounting to € 0,00 for every period of 12 months (or less, when the first period or the last is less than 12 months), which corresponds to a forfeit return trip amount calculated according to the following table, which takes into consideration the cost of a return trip between IRMM and the **place of residence at the moment of application**.

The initial travel allowance will be paid together with the first month salary and then successively every year until the contract ends.

¹ The place of residence at the moment of application means the place where the grant holder was residing or living and carrying out his/her main activity at the time of the relevant deadline for submission of the grantholder application. Due to the specific circumstances of seconded national experts (they remain an employee of the organisation from which they are seconded), if a grant holder contract is offered following an SNE contract the address of their employer should be considered as the place of residence. When a grant holder contract is offered following a trainee contract the place of residence registered in the trainee contract should be used.

Table of fixed 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

Article 5

The grantholder shall work full-time on the project described in this contract. The working week shall consist of 37.5 (thirty seven point five) hours spread over five working days, with flexi-time system. These are the average weekly working hours that have to be respected on a yearly basis. The working timetables are mentioned in the Employment Regulations.

Article 6

In case of illness or accident, the grantholder has to inform the unit's secretariat, where she works for, about her absence and its duration, and this before ten o'clock in the morning, if possible. She shall send or give a medical certificate to the Personnel Office of IRMM within five working days after the start of the incapacity. If the period of incapacity for work is extended the grantholder or his representatives must inform the Personnel Service as soon as this extension begins. Within the two consecutive working days following the date on which this extension begins the Personnel Office must be in possession of a medical certificate showing that the period of incapacity for work has been extended.

Article 7

The grantholder has strictly to respect the loyalty and confidentiality obligation, in correspondence to the Law governing Employment Contracts.

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 she learns during the course of her contract. This obligation remains even after the end of her contract with the JRC.

The grantholder undertakes not to publish or cause to be published, whether alone or together with others, any matter dealing with the work of the Communities, without express written authorisation. Permission shall be refused only where the proposed publication is liable to prejudice the interests of the Communities.

Every violation of this obligation during her employment would be considered to constitute a just cause, which justifies the immediate termination of her employment contract, without notice or termination indemnity.

Article 8

The grantholder shall submit the following scientific reports, with the prior agreement of the Project Head, to the Director of the Institute in 2 copies:

- every 12 (twelve) months, an intermediate scientific report containing information about the progress of the work of the project, departures from the work schedule and results;
- a final scientific report covering all the work, objectives, results and conclusions, including a summary of all the latter during the entire duration of the project.

The layout of the reports shall conform to the rules communicated by the employer. The quality of the publishable reports must allow a direct reproduction.

The intermediate scientific report shall be submitted to the employer within 45 days from the end of the period covered by that report.

The final scientific report shall be submitted to the employer within two months of the end of the duration of the project. A draft of the final scientific report shall be submitted before the end of the duration of the project.

The project deliverables shall, in the absence of observations by the employer, be deemed to be approved within two months of their receipt.

The grantholder must provide to the employer all detailed information requested by the Commission in view of a proper performance of this contract.

Article 9

The grantholder acknowledges receipt of a copy of the Employment Regulations.

Article 10

This contract is governed, in order, by the following special regulations:

1. decisions and regulations of the Council of the European Union and by EU legislation in general, including regulation concerning the rules for the participation of undertakings, research centres and universities and for the dissemination of research results for the implementation of the Seventh Framework Programme of the European Community;
2. the Belgian social legislation.

Article 11

The Court of Turnhout shall have sole jurisdiction to hear any disputes regarding this contract.

Made in Geel in two copies on _____ of which each party acknowledges having received one copy.

The grantholder

The employer

For agreement
Signature

For agreement
Signature

SPECIMEN