



## **Employment Conditions Regulations for InterUM BV's Seconded Employees (1-9-2017)**

This document sets forth the Employment Conditions Regulations for InterUM BV's seconded employees. These Regulations will constitute part of the employment contract.

Wherever the masculine form is used in these Regulations, this will refer to both male and female employees.

If an employee performs work for a lower percentage of time than the normal number of working hours, all the primary and secondary employment conditions will be calculated proportionately to this percentage.

### **DEFINITIONS**

The following terms will have the following meanings in these Employment Conditions Regulations:

- a. Employee: any natural person who performs or will perform work for a client through InterUM BV.
- b. Client: any natural person or legal entity that is provided with the Employees referred to under (a) through InterUM BV;
- c. InterUM BV: the legal entity furnishing Employees to Clients and under whose direction and supervision the Employees will perform work for the Clients.

### **EQUAL TREATMENT**

Based on the constitutional principle that all persons in the Netherlands are to be treated equally in equal circumstances, InterUM BV will not discriminate on the grounds of religion, belief, political opinion, race, sex or on any grounds whatsoever.

In recruiting and selecting, as well as in entering into an employment relationship with, an Employee, InterUM BV will, on the one hand, be guided by reasonably stated job-related requirements and, on the other hand, take into account the interests of the parties concerned.

### **1 DURATION OF THE EMPLOYMENT CONTRACT**

The employment contract will be entered into for a definite period of time. The agreements will be laid down in writing in an individual employment contract before employment commences.

## **2 PROBATIONARY PERIOD**

The probationary period depends on the duration of the employment contract. For a fixed-term employment contract shorter than 6 months no probationary period applies. For a fixed-term contract longer than 6 months, the probationary period amounts to 1 month. For a fixed-term contract with a duration of 2 years or longer, the probationary period amounts to 2 months. The probationary period is explicitly stated in the employment contract.

## **3 NOTICE PERIOD FOR TERMINATION**

InterUM BV as well as the employee can prematurely terminate the contract. Notice of termination must be given in writing, hereby respecting the notice period of 1 month.

## **4 REMUNERATION**

### **4.1 Salary**

The employee will receive the salary as agreed with the client.

### **4.2 Holiday allowance**

In the month of May, the employee is entitled to a holiday allowance amounting to 8% of the gross wage. The allowance will be paid in week 21 and is calculated over the 12 month period prior to the payment. In case the contract is terminated prematurely, the accumulated holiday allowance is calculated proportionally and will be paid with the final settlement.

### **4.3 Annual bonus**

In the month of December, the employee working at Maastricht University, is entitled to an annual bonus to 8,3% of the gross wage. The allowance is calculated over the 12 month period prior to the payment. In case the contract is terminated prematurely, the accumulated annual bonus is calculated proportionally and will be paid with the final settlement.

### **4.4 Pension**

Unless explicitly stated in the employment contract, the employee is not entitled to a pension arrangement.

## **5 WORKING HOURS**

### **5.1 Normal working hours**

Unless otherwise stated, the number of hours worked, working hours and breaks will be the same as those which are normal at the Client and statutorily permissible. The Employee may deviate from this, if agreed on in consultation with the Client at the start of the employment contract.

### **5.2 Part-time employment**

For Employees working part-time, further agreements will be made in consultation with the Client regarding the work schedule.

## **6 LEAVE AND ABSENTEEISM PROVISIONS**

### **6.1 Leave**

#### *Fixed-hours employment contract:*

An employee who is appointed for 40 hours per week is entitled to 24 days of leave on full pay per year. An InterUM employee working at Maastricht University is entitled to 29 days of leave. For part time employment the leave entitlement is calculated proportionally.

Leave entitlement will be accumulated proportionally to the length of the employment contract during the year and is calculated based on the actual number of hours worked. The employee has to take leave before the end of the employment contract. The height of the leave entitlement can be found at the FAQ section of InterUM's website ([www.interum.eu](http://www.interum.eu)). In some cases the leave entitlement is included in the gross hourly wage.

#### *Employment contract with deferred performance obligation:*

For employees not working based on a specific number of hours determined beforehand, accumulated holiday leave rights will be placed in a reserve account, with any remaining holiday leave paid out when the employment contract ends. The height of the leave entitlement is calculated based on the amount of hours that have been worked. The up to date percentage can be found at the FAQ section of InterUM's website ([www.interum.eu](http://www.interum.eu)). In some cases the leave entitlement is included in the gross hourly wage.

#### *General:*

In case the hirer's office is closed on a day different than a generally acknowledged public holiday, the employee has to take a day of leave.

Days off must be requested beforehand and in consultation with the client, after which the latter will record this. As far as the leave entitlement is sufficient, the employee is permitted two consecutive weeks or two times one week of holiday leave per year.

In the case of a limited period of availability (less than six months), the employee may not take any holidays during the first two months of the assignment period, unless agreed upon by the employee and the client beforehand.

### **6.2 Absenteeism**

The Employee will be granted extraordinary leave in the following instances, provided he has requested this in consultation with InterUM BV/the Client beforehand.

a. Visits to family doctors, dentists or specialists

The Employee will be granted a maximum of five working days of extraordinary leave each year, with retention of salary. The Employee will continue to be paid his salary for the time reasonably necessary for visiting family doctors, dentists or specialists, provided InterUM BV/the Client was informed about this. For Employees with a part-time employment contract, these visits must occur on the Employees' days off, unless this is demonstrably not possible. If the Employee must visit a specialist more than once, further agreements will be made in mutual consultation.

b. Family-related situations

For the following family-related situations, the Employee will continue to receive his salary while absent from work, insofar as these situations occur on a normal working day for the Employee. The Employee's wedding and wedding anniversaries, as well childbirth by the Employee's spouse, will constitute exceptions; the Employee will always receive the following leave for these days:



- For the Employee's wedding: 2 days.
- For the wedding of a sister, sister-in-law, brother, brother-in-law, child, grandchild, parents or parents-in-law: 1 day.
- For the Employee's 25<sup>th</sup>/40<sup>th</sup> wedding anniversary: 1 day.
- For the 40<sup>th</sup>/50<sup>th</sup>/60<sup>th</sup> wedding anniversary of the Employee's parents or parents-in-law: 1 day.
- For childbirth by the Employee's spouse: 2 days.
- For the death of the Employee's spouse or child (including a stepchild or foster child): the date of death through the date of the funeral or cremation, up to a maximum of 5 working days.
- For the death of one of the Employee's parents (including parents-in-law, stepparents or foster parents): 2 days, the date of death and the date of the funeral or cremation.
- For the death of one of the grandparents of the Employee or of his or her spouse, a child of the Employee's spouse, a brother or sister (including a brother-in-law, sister-in-law, half-brother/sister, stepbrother, stepsister, and foster brother/sister) or a grandchild: 1 day.

The aforementioned provisions will also apply to registered partnerships and non-marital cohabitation.

c. Public holidays

The following days will be considered public holidays: New Year's Day, the King's Birthday, Easter Monday, Ascension Day, Whit Monday, Christmas Day and Boxing Day, insofar as these days fall on a normal working day for the Employee.

On these days, the Employee will, as appropriate, be paid for a normal working day.

## **7 WORK DISABILITY**

### **7.1 Occupational health services**

The primary task of occupational health services is to promote and protect the health of people in the workplace. InterUM BV is affiliated in this regard with: Encare Arbozorg, Lage Kanaaldijk 1, 6212 AE Maastricht, the Netherlands, telephone: (+31) (0)43-3257799.

At InterUM BV's request, Encare Arbozorg carries out several statutory core tasks described in the Working Conditions Act and several non-statutory services.

InterUM will inform the Employee of the working conditions in the workplace, with reference to the website of Maastricht University's Environment, Health & Safety Department.

To provide proper absenteeism management, a medical officer will be utilised by Encare Arbozorg. If the Employee reports ill for work, the Employee will be asked to come to the medical officer's consultation hour, or will be examined by the medical officer on the same day. This will depend on the nature of the absences and the frequency with which the Employee has reported ill for work in a rolling year.

If the Employee cannot comply with Encare Arbozorg's requests, he must promptly indicate this to Encare Arbozorg, stating the reason.

The medical officer will inform InterUM B.V. about the agreements made with the Employee, insofar as these relate to the work schedule/situation, while safeguarding the Employee's privacy.

## **7.2 The Employee's obligations in the event of work disability**

If the Employee is unable to perform his work because he is disabled, he must ensure that this is reported to the Client and to InterUM BV before 9.30 a.m. on the first day he is disabled.

When the Employee has recovered, he must also report this to the Client and to InterUM BV before 9.30 a.m. on the first day.

The medical officer must, if necessary, be able to reach the Employee, and the Employee must give the medical officer the opportunity to visit him at his house or the address where he is being cared for.

If the Employee's absence is caused in whole or in part by a third party, InterUM BV will ask him to file a statement, and an attempt will be made to recover the damage relating to the absence (that is, the paid sick leave) from this third party which is liable. The Employee must cooperate in any actions to enable recovery of this damage.

## **7.3 Work disability benefits**

If the Employee is disabled for work because of an illness or accident, the provisions of the applicable social insurance laws and the Dutch Civil Code will apply.

An Employee who is unable to perform his work must accept any work which is designed for his capabilities and skills, unless this cannot be demanded of him, based on physical, mental or social factors.

## **8 THE EMPLOYEE'S DUTIES**

The Employee and InterUM BV must do everything which a reasonable employee and a reasonable employer should do, and must not do anything which a reasonable employee and a reasonable employer should not do. By virtue of this provision, the Employee will, for example, have a confidentiality obligation and an obligation to return items upon termination of employment. In addition, the Employee must comply with agreements regarding intellectual property.

### **8.1 Confidentiality, and company property or company resources**

8.1.1 Both during and after the end of employment – irrespective of the manner in which and the reasons why employment has been terminated –, the Employee may not, in any manner whatsoever, directly or indirectly make any statement to third parties, in whatever form and whatever manner, regarding information of which he becomes or has become aware concerning the affairs or interests of the Client and/or InterUM BV, the companies affiliated with the Client and/or InterUM BV, clients and/or other relations, all of this in the broadest sense of the word.

8.1.2 In the event of suspension and/or upon termination of the employment contract – irrespective of the manner in which and the reasons why this has occurred –, the Employee will, at the Client's and/or InterUM BV's request, furnish to the Client and/or InterUM BV any property of the Client and/or InterUM BV in his possession, any items or company resources provided to the Employee on the Client's and/or InterUM BV's account, as well as any documents which are related in any way to the Client and/or InterUM BV, the companies affiliated with the Client and/or InterUM BV, clients and/or other relations, all of this in the broadest sense of the word, as well as any copies of such documents (whether contained or not on data

carriers) or property. This will include documents, reports and copies thereof, whether or not produced by the Employee himself, printed materials, office materials, computers, mobile phones, keys, access passes, manuals and so forth.

8.1.3 In the event of a breach of any of the provisions in this Article, the Employee will forfeit to InterUM BV an immediately due and payable penalty, which will not be subject to judicial mitigation, of €5,000 per breach and €500 for each day that the Employee is in breach, without prejudice to InterUM BV's right to seek full compensation in that case.

8.1.4 The provisions in the previous paragraph are expressly different from the provisions in Articles 7:650 (3) through (5), Dutch Civil Code.

Moreover, the Client and InterUM BV hereby acknowledge, subject to the relevant statutory provisions, that the Employee has imposed a confidentiality obligation on them with respect to any personal information concerning the Employee, except for factual information concerning his:

- name and address details, telephone numbers and e-mail addresses;
- position and duties;
- wages and other employment conditions.

The confidentiality obligation will pertain mainly to the Employee's private life and personal situation. The Client and InterUM BV will continue to have this obligation after the employment contract is terminated. These provisions will be subject to the Personal Data Protection Act.

## **8.2 Intellectual property**

8.2.1 The Client will hold the foreign and domestic rights concerning copyrights, trademark rights, design rights, trade name rights, domain name rights, plant breeder's rights and patents ensuing from publications, software, inventions, recipes and/or processes which the Employee may have come up with during his employment and during a 12-month period after this in the area in which the Client is or was active, or in the area in which the Employee worked during his employment contract.

8.2.2 Upon request, the Employee will make any statements and perform the formalities necessary to enable the Client to request and acquire the patents referred to in the first paragraph in its own name, with regard to the latter, if necessary, after an original application in the Employee's name, through a transfer in the Client's name. If this is possible in the country concerned, the Employee will be entitled to be mentioned as the inventor in these patents.

8.2.3 Only the Client may file patent applications. If, contrary to this provision, the Employee has nevertheless filed an application in his own name, the Client may claim the patent or, if applicable, join the application procedure to acquire the patent in the Client's name.

8.2.4 The Client may, at the Client's sole discretion, grant the Employee reasonable compensation with respect to an invention made by the Employee or other exploitation of intellectual property rights.

8.2.5 The Employee will be entitled to have his name mentioned, if this is possible in the country concerned and provided the other rights held by the Client pursuant to this agreement are not thereby impaired.

8.2.6 If there is a conflict between the commercial interests and academic freedom of

publication, the commercial interests will prevail. If any such conflict is not ruled out beforehand, publication may not occur without the Client's prior written permission.

## **9 DEROGATION FROM OR CHANGE IN THE EMPLOYMENT CONDITIONS REGULATIONS**

These Employment Conditions Regulations constitute part of the employment contract between InterUM BV and the employee. Conditions included in the employment contract will always prevail over the Employment Conditions Regulations.

The employer is entitled to unilaterally change the labor- and business rules and regulations belonging to this employment contract in case the employer has such a major interest therein that it outweighs the interests of the employee in accordance with the standard of reasonableness.

New regulations applicable to all of InterUM BV's employees will be included in the Employment Conditions Regulations. Statutory regulations will also be incorporated in these Regulations.