

› MY EMPLOYMENT CONTRACT

My Employment Contract

What will you find in this chapter?

This chapter of the TNO Terms and Conditions of Employment considers the general stipulations of your employment contract, the general terms and conditions under which you perform work for TNO, how we treat intellectual property and rules concerning ancillary activities.

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Application of the Dutch Civil Code stipulations

version 1.0 / 1 July 2016

The stipulations of the Dutch Civil Code apply to the employment contract insofar as these do not deviate from the terms and conditions of employment or in de employment contract.

Change in terms and conditions of employment

version 1.0 / 1 July 2016

TNO is authorised to change the terms and conditions of employment and to take transition measures where necessary.

Appointment

version 1.0 / 1 July 2016

TNO enters into an individual employment contract with you for a fixed or permanent period in which the applicable terms and conditions of employment are stated. Any variants in the terms and conditions of employment as agreed with you are stated in your employment contract.

The employment contract, of which you receive a signed copy, will be signed by TNO and yourself.

You begin work at TNO on the day as stated for commencement of work in the signed employment contract. Your period of service begins at that moment and continues as long as the employment exists.

Performing work

version 1.0 / 1 July 2016

TNO aims to enable your work to be performed in line with your professional knowledge, experience, aptitude, ambition and age.

You are co-responsible for expediency in the entity in which you work.

You perform your work to the best of your ability and thereby adhere to the rules, regulations and instructions of TNO.

You may refuse to perform a specific task on the grounds of conscience. TNO will try to find a solution to this in consultation with you. If in the opinion of TNO does not lead to an acceptable outcome, this may ultimately result in the termination of your employment.

Ancillary activities

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What is it?

Ancillary activities are all activities that you, as a TNO employee, perform in addition to your TNO activities and which

1. are not of a strictly private nature or
 2. are related to your position or duties at TNO,
- regardless of the scope, amount of time, remuneration, at whose request or in whose time these activities are performed.

The ancillary activities that, in accordance with the above, fall within the scope of this scheme are hereinafter referred to as “Ancillary Activities”. Clarifying examples can be found here.

This scheme also applies to members of the Executive Board. The approval of the Supervisory Board is required for the performance of Ancillary Activities by members of the Executive Board. Certain specific Ancillary Activities are subject to additional or different rules referred to in the paragraph: *Additional rules for Specific Ancillary Activities* (hereinafter: “Specific Ancillary Activities”).

If you perform Ancillary Activities that fall under one or more Specific Ancillary Activities, then both the general scheme and the scheme for those Specific Ancillary Activities apply. In the event of contradictions, the specific scheme prevails.

At the end of this scheme, a summary **table** has been included containing the main rules.

Is it allowed?

TNO is favourably inclined towards the performance of Ancillary Activities. In many cases, it can enrich both you and TNO. Ancillary Activities may have a positive impact on your job performance, your development, they are important for the connection between TNO and society, and contribute to TNO's positive image.

At the same time, the integrity and independence of TNO as an innovation and knowledge organisation, and of TNO employees, will have to be guaranteed in accordance with the TNO code. Partly for that reason, it is not permitted to perform Ancillary Activities in relation to which there is or may be a conflict of interests between your role in the context of the Ancillary Activities and TNO, or which may lead to (the appearance of) a conflict of interests. This means, inter alia, that:

1. you may not perform any Ancillary Activities that conflict with TNO's tasks or that could result in TNO's interests being harmed;
2. the performance of activities for TNO (as a commissioning party) in the context of your Ancillary Activities or any form of involvement in it is not permitted (for example, you may not simultaneously perform duties for TNO as a self-employed person);
3. if you wish to perform Ancillary Activities for parties with which TNO maintains a business relationship (supplier-customer), consent will only be given if any conflict of interests is excluded in advance.

As an employee, you must first and foremost critically assess whether Ancillary Activities are permissible on the basis of this and in the light of the TNO code.

Permission for Ancillary Activities

The performance of Ancillary Activities always requires the consent of your immediate superior, unless it concerns Specific Ancillary Activities for which another officer is designated to give consent. You must take the initiative for obtaining consent by always consulting your superior before registering Ancillary Activities and starting your performance of the Ancillary Activities.

Whether or not permission is given is always preceded by careful consideration of the interests of TNO and those of you. With due observance of the foregoing, your superior will usually give permission for your Ancillary Activities. Consent may be subject to conditions, including agreements on communication, decision-making and evaluation.

TNO may at all times withhold permission to perform certain Ancillary Activities. In that respect, TNO's interest will always prevail over your individual interest. TNO can also withdraw its consent at a later point in time. The latter will take place with due observance of a reasonable period for you to hive off the Ancillary Activities, unless TNO's interest requires immediate withdrawal. The result of this withdrawal is that you must discontinue the Ancillary Activities as soon as possible. You cannot pass on any damage suffered by you because of consent being withheld or withdrawn, to TNO.

If consent is withheld for the performance of certain Ancillary Activities or if consent is withdrawn, the considerations underlying this will be shared with you.

Registering Ancillary Activities

You are obliged, and it is your responsibility, to register all Ancillary Activities in advance via TNO's HR Services. When registering, you must indicate that your superior agrees to the implementation thereof. The superior will receive a notification of your registration and then have to formally approve it. It is only after this formal approval has been given that you will have the necessary consent to perform Ancillary Activities. Arrangements about Ancillary Activities will always be recorded in writing and stored in your personnel file.

The obligation to register Ancillary Activities via TNO's HR Services in advance, after obtaining prior consent, applies:

- upon entering employment,
- prior to the commencement of new Ancillary Activities or changes to (aspects of) the Ancillary Activities,
- in the event of changes to your job or a job switch and or changes to your core profile at TNO, and
- at TNO's request, for example for periodic updates for which you receive a reminder each year.

If you do not, or no longer, perform any Ancillary Activities, you will be obliged to declare this (on entering employment).

General rules for the performance of Ancillary Activities

When performing Ancillary Activities, you must observe the following rules.

1. You must always act in accordance with the [Norms and Values](#) of TNO and the [TNO code](#). The TNO code describes the desired behaviour. Part of this behaviour also concerns situations that (may) relate to the private sphere. In more general terms, the TNO code also describes how to deal with conflicts of interest.
2. In the case of Ancillary Activities that are not related to the position or duties at TNO, you are responsible for ensuring that there can be no confusion about, or mixing of, your position or duties at TNO and your Ancillary Activities.
3. Ancillary Activities may not impede the performance of your job at TNO. This also means that Ancillary Activities may not harm your health and you may not be overburdened by them. In this respect, TNO assumes, among other things, that the performance of your activities for TNO, plus any Ancillary Activities, does not require you to work more than the maximum number of working hours referred to in the Working Hours Act (briefly put: never more than 60 hours per week, on average no more than 48 hours per week).

4. Ancillary Activities may not harm TNO's interests. In the event of a (potential) conflict of interests in a specific case, performing Ancillary Activities is not permitted despite a generic consent already granted. Consider, for example, the following situations:
 - the Ancillary Activities contribute to the use of (direct or indirect) business opportunities accruing to TNO made use of by the party at which you perform the Ancillary Activities; or
 - the party at which you perform the Ancillary Activities obtains unjustified benefits at TNO's expense.
5. You will be proactive in order to prevent a conflict of interests or the appearance of a conflict of interests. In contacts with third parties, you make a clear distinction between your interests (outside TNO) and TNO's interests (for whom you work in your job).
6. If you suspect that there is (the possible occurrence of) a conflict of interests or (the appearance of) a conflict of interests in the performance of your existing Ancillary Activities or in new Ancillary Activities that you wish to perform, you must immediately report this to your superior.
7. If, by virtue of your position, you are involved in or know of the conclusion of a contract between TNO and a third party, you may not be involved in the deliberations and/or decision-making regarding the conclusion of that contract with TNO in connection with your Ancillary Activities for this third party, nor may you receive any payments within that context.
8. You will perform Ancillary Activities in your own time, unless you have made other arrangements with your superior. TNO does not (additionally) reward Ancillary Activities.
9. If you receive remuneration for Ancillary Activities that are not strictly private (i.e. point 1. in the definition of Ancillary Activities at the beginning of this scheme) and that you perform in your own time, whether or not by taking leave, you may retain that remuneration. If you receive a remuneration for Ancillary Activities that you do not perform in your own time or for Ancillary Activities related to your position or duties at TNO (thus point 2. in the definition of Ancillary Activities at the beginning of this scheme), you must pay this to TNO.
10. As a TNO employee, you are personally responsible and liable for (the consequences of) your Ancillary Activities. You cannot shift this to TNO. If you have any doubts about your (liability) risks, you should consult with HR's employment lawyers (Employment Affairs department). Should TNO be held liable by a third party for damage as a result of the performance of your Ancillary Activities, TNO may and can recover this from you.
11. Ancillary Activities related to your position at TNO may only be performed during the period that you hold the position in question and for the period agreed in advance. As soon as you (1) start to fill a different position within TNO, or (2) there is a change of position as a result of which, in TNO's opinion, these Ancillary Activities are no longer suitable, or (3) you leave employment, you may no longer perform these Ancillary Activities. You will then make every effort to discontinue these Ancillary Activities as soon as possible and, if so requested by TNO, pass these on to another TNO employee, or cooperate in doing so.

Taking extraordinary leave to perform Ancillary activities is arranged here: [My Time, section Special leave without pay \(unpaid leave\)](#).

Additional rules for Specific Ancillary Activities

Additional or different rules may apply to Specific Ancillary Activities. Below you will find the source of those rules for each Specific Additional Activity.

1. Administrative and supervisory Ancillary Activities in another entity related to your position or duties at TNO: [Administrative and supervisory Ancillary Activities](#).
2. (Endowed) professors and lectors: [Professorship Policy](#),

3. AIOs/PhD students with a (part-time or full-time) TNO employment relationship: [TNO PhD Policy](#),
4. Hybrid employees: [Memorandum hybrid employees](#),
5. Reservists: [My Time - Commitment as serviceman or reservist](#) and
6. Membership of a representative body of public administration: [My Time - Special leave without pay \(unpaid leave\)](#).

Complaints procedure

If you do not agree with a decision taken on the basis of this scheme, you can invoke the complaints procedure as included here: [Norms and Values, section Individual complaints regulation](#).

TABLE Basic premises	
<ul style="list-style-type: none"> • You have received (prior) consent to perform the Ancillary Activities.¹ • You yourself are responsible for the (actual) registration of all (approved) Ancillary Activities via TNO's HR Services. • Ancillary Activities are not permitted if a conflict of interests exists (or may exist) or if they may lead to (the appearance of) a conflict of interests. You must immediately report any suspicion of this to your superior.² • You will be proactive in preventing a conflict of interests or the appearance of a conflict of interests. • Ancillary Activities are not an impediment to the performance of your job or duties at TNO and/or do not cause you to become overburdened. • You will be responsible and liable for the Ancillary Activities and the consequences thereof. 	
1. Ancillary Activities related to the position or duties at TNO	2. Ancillary Activities that are not of a strictly private nature
Not (necessarily) in one's own time.	In principle, activities that take place in one's own time (possibly you take leave).
No additional remuneration (if applicable, compensation by third parties to be paid to TNO). Any reimbursement of costs.	Remuneration is a private affair. ³
Include in Empower interviews (development).	In principle, no part of Empower interviews.
Possible cover for directors' and officers' liability (see specific rules).	No cover for directors' and officers' liability.
Only to be performed during the period that the TNO employee performs the relevant position and for the period agreed in advance.	Performance for an indefinite period of time.
Separate schemes for: (1) <i>Administrative and supervisory Ancillary Activities</i> , (2) <i>(Endowed) professors and lecturers</i> , (3) <i>AIOs / PhD candidates (with TNO employment)</i> , (4) <i>Hybrid Employees</i> .	Separate schemes for: (5) <i>Reservists</i> and (6) <i>Membership representing public administration body</i> .

¹ TNO may withhold its consent for the performance of certain Ancillary Activities at any time and/or withdraw consent at a later date.

² For specific examples (by way of illustration), see the Ancillary Activities Scheme.

³ With the exception of Reservists in accordance with TNO's Terms of Employment / My Time / Deployment as a soldier or reservist.

Non-competition/Relation clause

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Non-competition clause

A non-competition clause prohibits you after the end of your employment with TNO from performing specific work at or becoming employed by a competitor or undertaking competing activities independently without permission from TNO.

Relation clause

A relation clause prohibits you from taking customer data with you after the end of your employment with TNO.

When

TNO decides the jobs for which a clause must be agreed.

How

A non-competition or relation clause is agreed immediately upon commencing your employment contract. In the event of changes in your employment contract, for example if you change job, the non-competition or relation clause may be changed or agreed once again.

Suspension and denial of access

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TNO can suspend you and deny you access to work if TNO has serious cause for doing so.

You retain your salary if you are willing and able to perform your work.

You have no right to salary if you are suspended due to undesired forms of conduct, see chapter Norms and Values.

In that case TNO informs you directly, with a clear statement of the reasons.

Industrial and intellectual property

version 1.0 / 1 July 2016

TNO has the exclusive industrial and intellectual property rights to what you create or develop alone or with others during your employment. This may be inventions, results achieved, models, elaborated methods, drawings, software, written or manufactured items. This right also applies to intangible items that you may not have acquired during your work but which demonstrably attributable to the knowledge or competence derived from TNO.

In this regard you are still obliged to continue cooperating to acquire, be disposed of and enforce all the rights of TNO inside and outside the Netherlands.

TNO is not obliged to apply for a patent or other protection for you may have developed alone or with others. TNO is also entitled to help third parties to acquire such protection for inventions.

If TNO is not interested in your invention, you can gain permission to apply for a patent yourself. TNO is obliged to make a decision on this within three months of your written application. Until this application is not received, TNO is free to use the invention, publish about it and inform third parties of it.

Once a request is received, TNO will, until the decision, take account where possible of the interests of the submitter and exercise restraint in using or publishing about invention.

If you have acquired the patent and wish to grant licences to third parties, you are obliged, if TNO so requests, to stipulate that TNO may use, or allow the use of, the invention and its related knowledge.

Where possible this clause comparable with the application of other forms of industrial and intellectual property.

Once you acquire patents or patent applications you must inform TNO of this immediately. TNO will then decide whether these interests are consistent with your employment. If you fail to give this notification, TNO may end your employment immediately.

Compensation for any lack of rights of industrial and intellectual property is considered to be included in your salary.

Goods

version 1.0 / 1 July 2016

Everything TNO provides you with to do your work is the property of TNO, such as work clothing, identity documents (TNO badge), correspondence, memos, concepts, observation results, annotations, accounts, reports, materials, models, equipment, etc.

This also applies to everything you have manufactured, presented or drawn or has been addressed to you in person, in confidence or with any other extensions.

All these goods must be returned to TNO during your employment or at the end of your employment without having to be asked.

Confidentiality

version 1.0 / 1 July 2016

You are obliged to adhere to all the instructions of TNO regarding the confidentiality of facts and circumstances.

During or after your employment you must also keep confidential all the knowledge you have acquired and all that you can reasonably expect to be of a confidential nature.

You are obliged, upon request by TNO, to sign a confidentiality statement.

Pension

version 1.0 / 1 July 2016

From the start of your employment you participate in the pension scheme of the TNO Pension Fund in which the rights and obligations for old/age, work disability and surviving dependants pension are contained.

You may only continue working beyond the pension if the employer gives permission in writing to do so.

Compensation of damages

version 1.0 / 1 July 2016

You are liable for damages that occur to TNO or third parties or intentionally or due to gross negligence during the exercising of your job.

Damage to your property due to the exercising of your job whereby there was no negligence or lack of care will be compensated at current value.