

## **ANNEX TO THE ATTACHED EMPLOYMENT CONTRACT**

On one side, the Company CENTRE DE RECERCA MATEMÀTICA with VAT Nº V63009138, and on the other the Employee XXXXXX **HEREBY AGREE** to the following clauses annexed to the employment contract on date 1 April 2015:

**One- Presentation of Reasons.** The Centre de Recerca Matemàtica, hereafter referred to as the CRM, is a Consortium that has been created by the Government of Catalonia and the Institute of Catalan Studies to become a leading international research centre in the field of Mathematics, with the aim of reaching scientific and technological excellence of the highest level. All human resources and materials, initiatives and activities developed by the CRM are carried out with the view to accomplishing this aim. The objective of this annex is to regulate the terms regarding the association of the researcher with the CRM that are not set out in the employment contract.

### **Two- Rights and Obligations of the Researcher.**

2.1. The Researcher XXXXX will form part of the research group named YYYYYYYYYYYYYYYYYYYYYY.

2.2. The Researcher will work on a full-time basis for the CRM, dedicated primarily to:

- The research within the group itself, in coordination with other members.
- The development of the post-doctoral project.

And eventually to:

- Training in research
- Scientific dissemination
- Transfer

2.3. The Researcher will be solely responsible for fulfilling his/her legal obligations for residency in Spain.

2.4. Due to the specific nature of the researcher's task, working hours will be flexible and always adapted to the working hours established by the research group itself stated in point 1 of this clause. In any event, 37.5 hours per week must be dedicated to work specific to this centre as described in section 2.2.

2.5. Holiday leave will be taken for a maximum of one month per calendar year. The period during which holiday may be taken will be determined by the CRM upon request by the Researcher, in accordance with the specific requirements and circumstances of the investigation project being carried out. In any event, acceptance of holiday time requested will be communicated no less than two months prior to commencement date of these.

2.6. Teaching and lecturing for degrees or masters are not obligatory, but the CRM

actively encourages their researchers to carry out this type of activity at any Catalan university. For this purpose, the CRM has signed agreements with universities: UAB, the UB, the UPC and UPF. In order to engage in university lecturing activities, the university must make a specific nomination, which will have to be approved by the CRM.

2.7. The Researcher undertakes to actively participate in the general collaborative activity carried out by the centre, and to being involved in the institutional activities promoted by the Management or other researchers.

2.8. The Researcher undertakes to submit any information to the CRM Administration that is required for transcripts and reports, under the regulations set out.

**Three- Workplace.-** The Researcher will provide his/her service on the same premises where the CRM operates, but the workplace may vary depending on the project assigned and the collaboration to be carried out with other research centres.

Under certain circumstances, in order to reach the objectives set out by the different projects, the CRM may decide, in mutual agreement with the Researcher, the place in which the work is to be carried out. The CRM will notify the Researcher the reason for any change in this, 15 working days in advance, in order to arrive at a satisfactory agreement for both parties. If during this period, no agreement has been reached, the CRM will make the final decision and communicate this to the Researcher a minimum of two months prior to the date the change must take place.

The change of workplace will not, in any event, be considered as a substantial change to the working conditions. In the event that this change specifically requires the Researcher to change residence, this will be effectuated under the terms set out in Article 40 of the Workers' Statute.

**Four- Internal Regulation.-** In order to work more effectively and guarantee fulfilment of the general regulations in the field of scientific research, the Researcher commits, at all times, to fulfilling the general regulations, those of good scientific practice, and internal regulations, whether these are established by the CRM or by the centre where the services are provided. Special attention will be paid to those that refer to safety and security in general, safety in the workplace and occupational risk prevention, as well as appropriate use of access to the centre's network. In particular, use of the centre's computer network and its equipment may only be used in strict relation to research work. In order to guarantee fulfilment of these regulations, the Researcher may be subjected to identity controls, etc., by the CRM or the centre where the Researcher provides services.

For any issue that is not set out in this annex, the centre will proceed in accordance with the internal regulations, or where appropriate, with current applicable legislation.

**Five- Industrial Property and Exploitation Rights. External Services.** The objective of this clause is to regulate aspects regarding ownership, management and licencing of industrial property in relation to research products belonging to the CRM. The intellectual property regarding publications, books, or excerpts of books, etc, belongs to the Researcher.

5.1- Pursuant to the regulations set out in Article 15 of Law 11/1986 of 20 March, the owner of the industrial property of the results obtained by the Researcher as a result of his/her scientific work, is the CRM.

5.2- In the event that the Researcher considers that the result of his/her research could be potentially patented, he/she is obliged to notify the CRM of this. To this effect, the Researcher must submit a report explaining the results and possible application of a patent. Requests for copyright will be considered by the CRM, who will issue a report for each case.

5.3- The CRM Management will study the Researcher's report, analyse the suitability of possible protection of the results, and evaluate whether it is in the interest of the CRM to claim ownership of the patent, taking into consideration possible exploitation of the patent, among other criteria. The CRM Management may consult other independent bodies, in confidentiality, before making a decision. If the CRM is not interested in ownership of the industrial property, this will be assigned to the Researcher. The maximum period established for arriving at a decision will be six months from submission of the report by the Researcher.

5.4- The CRM will cover the costs related to preparing, processing and maintaining any applications for industrial property that have been duly informed.

5.5- The results of the research are protected through patenting for reasons of potential financial gain. The CRM Management, together with the support of the Researcher, will plan the exploitation of the patent, which will entail either using the research results to obtain financial gain for the CRM, or transferring the exploitation licence to a different entity. In the latter case, the corresponding licence contract will need to be signed.

5.6- The profits made from the exploitation of industrial property will be the sum made after subtracting the amount for processing the licence, or the sum obtained from using the results by the CRM itself (depending on the case), and after subtracting the amount for application and maintenance for registering the industrial property and handling costs, as well as any amount that may result from collaboration agreements signed with other entities. The net profits will be distributed in the following way: 50% for the Researcher / author of the patent, and 50% for the CRM. Under certain circumstances, a mutual agreement may be reached, upon request by either party, to change these percentages.

5.7- All knowledge and information subjected to Industrial Property Rights is considered confidential, whether this is partially or completely related to any invention, technique, know-how, design, plan, technical design, process, formula, data, machinery, program, tool or utility, client, experiment or essay that the Researcher carries out, or to which he/she has access, in accordance with the relationship established in this contract. The Researcher undertakes not to reveal or communicate any part, or all, of the aforementioned information that is subject to Property Rights, to anybody, for the duration of the service provided to CRM, or at any future time after that.

5.8- In the event that the research and its patentable results have been obtained in collaboration with one or more researcher from other institutions, an agreement will be signed between the CRM and the researcher(s) in order to set the terms to ensure their compatibility with each respective set of internal regulations.

When this contract expires, the Researcher undertakes to submit all of the documentation relating to the CRM and its clients, to the Management. It is completely prohibited to retain any of this documentation or copies of it, once the employment relationship has terminated.

5.9- Anything that is not regulated in this clause will be subject to the regulations set out in Law 11/1986 of 20 March regarding Patents for Invention or Utility Models.

5.10- The CRM Management Board reserves the right to establish a new policy on Industrial Property and Exploitation Rights at a future date.

5.11- In the event that the Researcher provides expert consultancy or collaboration on a project for a company or external institution, the terms governing this and compensation received must be regulated through an agreement between the CRM and the external institution. As a general rule, the participating Researcher/s will also receive a 50% share of profits.

**Six- Publication and Affiliation** As a member of the CRM team of staff, the Researcher undertakes to make public mention of his/her condition as a CRM Researcher in any publication or event in which he/she participates that are related to the research projects concerned in this work contract. For this purpose, in addition to the Researcher's identification or personal accreditation, his/her membership of the CRM should be included. The name of the affiliation to be used is:

Centre de Recerca Matemàtica  
Campus de Bellaterra, Edifici C  
08193 Bellaterra (Barcelona)  
Spain

Any change of affiliation will be duly communicated by the Management. Furthermore, the Researcher undertakes to state in each of his/her publications the references of the research projects and financing institutions that have made it possible.

If the Researcher has any contractual tie or cooperation with another institution authorized by the CRM, this additional affiliation may also be stated on the publications.

The Researcher undertakes to ensure that all of his/her scientific work is pre-published in the series "CRM preprints", and authorizes the CRM to publicize these, provided that they have obtained authorization from the co-authors.

**Seven- Subsidies and External Aid.** In the event that the nature or object of the research renders it possible to apply for subsidies or aid from other public or private entities, the Researcher must process this through the CRM Administration. All application proposals and projects are subject to signed approval by the Director of the CRM. The CRM will apply the corresponding overhead in accordance with the guidelines established by the Management Board.

**Eight- Temporary Travel.** The Researcher may temporarily travel to any place in order to attend congresses, events, seminars, conferences, etc, that are directly related to the object of his/her research. If travel takes place outside of the metropolitan area of Barcelona, this must be notified to the CRM Administration in advance.

If the Researcher has to leave his/her usual workplace due to travel for a period longer than three days, it is compulsory to notify the CRM in advance in order to

obtain the corresponding authorization. The CRM will take out the mandatory travel insurance if the Researcher does not already have it.

**Nine- Assessments.** The post-doctoral Researcher’s activity will be assessed on an annual basis for the duration of the contract and its extensions, in accordance with the document “Pla de Carrera del CRM” approved by the CRM Management Board.

**Ten- Termination of the Contract.**

**a) Termination at will.** If the Researcher decides to terminate this contract at will, he/she must give at least one month’s notice of this decision to the CRM. The CRM may deduct the number of days that have not been previously notified in accordance with the corresponding collective agreement.

**b) Termination by the Company.** Pursuant to the regulations set out in Article 49.1 of the Workers’ Statute, in the event that the assessment referred to in the aforementioned clause is not satisfactorily passed, this contract may be terminated through a cancellation clause, provided that it can be demonstrated that professional performance has declined without justifiable reason, and that this is generally agreed by the research and scientific practice.

**Eleven- Amendments.** Any amendments to this contract must be made in writing and signed by both parties.

The Employee	The Company Representative