

# NWO implementing regulations 2018 -2019

**Legal proviso**

In the event of an inconsistency with the official, written Dutch text of the NWO implementing regulations, the written Dutch text prevails, unless explicitly stated otherwise.

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## **General provisions, duration, scope and hardship clause**

### **Article 1 – General provisions**

1. The NWO implementing regulations entered into force on 1 January 2018 and replaced the implementing regulations that were adopted before that date.
2. References in the implementing regulations to NWO or to the employer refer to both the employer NWO (the Netherlands Organisation for Scientific Research) and the employer NWO-I (Institutes Organisation of NWO). The employer NWO is referred to as NWO-D in these implementing regulations. If an implementing regulation is only applicable to NWO-D or to NWO-I, reference will be made to NWO-D or to NWO-I in the implementing regulation concerned.
3. Payments under the implementing regulations are paid out as gross amounts (i.e. subject to the deduction of income tax and premiums), unless the payment may be made tax-free or it is stated at the time that the payment is a net amount.
4. The following applies to the award of payments covered by the provisions of these implementing regulations:
  - a. Fixed periodical payments (such as the commuting allowance) may be awarded with retroactive effect to no earlier than 1 January of the year in which the allowance is requested.
  - b. Payments that are made on a reimbursement basis (such as an expense claim for business travel) must be requested within three months after the last day on which the reimbursable expenses were incurred. If this period is exceeded, the right to reimbursement of the expenses will lapse. This period may be deviated from at the request of the employee.
5. In accordance with the Works Councils Act, a working hours scheme can be adopted for the NWO-D, the NWO-I office and the NWO-I institutes separately.
6. The NWO implementing regulations may be cited as the NWO-IR.
7. In the NWO implementing regulations, place of work is understood to mean the address of the building in which the employee usually performs his/her work. In these regulations, place of residence is understood to mean the address of the building in which the employee lives according to the Persons Database.

### **Article 2 – Term**

1. The NWO-IR will remain in force until 1 January 2020, on the understanding that interim amendments are possible if the Central Works Council (*Centrale Ondernemingsraad*, COR) or the employer regards such an amendment as expedient, or if amendments to the law, the Orders in Council or the Collective Labour Agreement for Research Institutes (*CaO-Onderzoekinstellingen*, CAO-OI) necessitate amendments to the NWO-IR.
2. In accordance with the provisions in the Works Councils Act, the CAO-OI and the Consultation Protocol between the Employers' Association of Research Institutes (WVOI) and the Government Employees' Federation, amendments to the NWO-IR will be discussed with the COR in advance.

### **Article 3 – Scope**

Insofar as nothing to the contrary is stated therein, the NWO-IR apply to employees of NWO-I and NWO-D.

### **Article 4 – Hardship clause**

If the NWO-IR do not provide for special circumstances in individual cases, or if the application of these regulations would lead to obvious unfairness, the employer may deviate from the relevant regulation or lay down further rules of its own accord or at the employee's request.



## **Implementing regulation 1 – Commuting expenses**

### **Article 1 - Commuting allowance**

1. An allowance is granted under this regulation for essential commuting expenses within the Netherlands.
2. If the distance between the place of residence and place of work is less than 10 km, the employee will receive an allowance of €0.12 per km, and if the distance between the place of residence and place of work is 10 km or more, the employee will receive an allowance of €0.19 per km, over a maximum distance of 30 km and up to a maximum amount of €170.00.
3. The allowances are stated in the list of rates in Appendix 1 of these implementing regulations.
4. The commuting allowance will be paid subject to the relevant tax provisions.
5. In order to be eligible for a commuting allowance, the employee must have a sufficiently fixed commuting pattern. A sufficiently fixed commuting pattern exists if the employee travels at least once a week between his/her home or current place of residence and the same place of work.

### **Article 2 – Travel distance**

1. The number of kilometres between the place of residence and place of work is determined on the basis of the postal code (areas) according to the latest version of the digital route planner of the Royal Dutch Touring Club (ANWB), choosing the average distance of the outward and return journey, by means of the quickest route.
2. In the event of cross-border commuting, or commuting abroad, the criterion for commuting is the actual distance travelled according to the quickest route, insofar as the route planner of the Royal Dutch Touring Club (ANWB) does not provide any reliable distance-related data.

### **Article 3 – Variable working pattern**

In the case of a variable working pattern, the commuting allowance will be determined on the basis of the average number of working days per week.

### **Article 4 – Review, discontinuation and termination of allowance**

1. The allowance will, if necessary, be reviewed or terminated:
  - a. upon termination of the employment;
  - b. if the employee moves house, changes his/her place of work or changes the number of working days per week;
  - c. if it is foreseeable that no work will be performed at the place of work for a period of two consecutive months;
  - d. at the employee's request if there is a structural change in the road network between the place of residence and place of work. In that case, the newly calculated distance will be applicable from the first day of the month following the month in which the employee made his/her request.
2. The commuting allowance will be discontinued after the end of the calendar month following the month in which the employee becomes incapacitated for work. In the case of partial incapacity for work, the allowance will be adjusted at the time mentioned in the previous sentence according to the number of days that the employee travels between the place of residence and the place of work. The allowance will be resumed starting from the first day of the calendar month following the month of recovery.
3. With the exception of the cases referred to in the previous subsection and subsection 1d, a review/termination of the allowance will always take place at the start of the calendar month following the month in which the adjustment took place.

### **Article 5 – Bicycle for travelling to and from work**

1. If the employee uses a bicycle for travelling to and from work (for part of the route) for more than half of the travel days, he/she can make use of the customised conditions of employment scheme (*Arbeidsvoorwaarden op maat*, AVOM) for the purchase of the bicycle.
2. The maximum amount (gross salary and/or holiday hours) that can be used for the bicycle is €750. If the bicycle is more expensive than the permitted amount, the excess will be at the employee's expense.
3. This scheme may not be used more often than once every five calendar years.
4. The request for the purchase of the bicycle must be submitted before purchasing.

## **Implementing regulation 2 – Domestic and foreign business trips**

### **Article 1 – General provisions for business trips**

1. The term **domestic business trip** is taken to mean a trip within the Netherlands that the employee must make on the employer's instructions in connection with his/her work.
2. The term **foreign business trip** is taken to mean a trip outside the Netherlands with a maximum stay of three consecutive months that the employee must make on the employer's instructions in connection with his/her work.
3. If it can be foreseen that an employee will have to travel to the same foreign destination on a regular basis, or if the duration of the trip is longer than 45 days and the trip or combination of trips therefore have the character of a short secondment (IR 3) in terms of their nature and duration, a tailor-made agreement may be made, contrary to this implementing regulation, concerning allowances that take account of the costs that are expected to be incurred in that specific situation.
4. The travel and accommodation allowance is granted for a business trip that starts and ends at the place of work. If the business trip starts at the place of residence, the allowance will be calculated from the place of residence to the place of destination and back, unless the employee travels via the place of work.
5. Registration costs related to the trip will be fully reimbursed on submission of supporting documents.

### ***Part I – Domestic business trips***

### **Article 2 – Allowance and mode of transport**

1. Business trips must, in principle, be made by public transport. The costs thereof will be reimbursed on the basis of the rates of the cheapest mode of public transport. An allowance equal to the second class rate applies to the train. If the physical condition of the employee should warrant this, or if there is another well-founded reason, the employer will give permission to travel by first class and the first class rate will be reimbursed.
2. The employee who has the right to a discount due to a self-financed discount card or a self-financed subscription will receive the travel costs per business trip on the basis of the actual costs incurred. If frequent use is made of a discount card, the employer may decide to reimburse the cost of purchasing the discount card.
3. If it is expected that repeated business trips will be made to the same destination, the employee must make use of a season ticket, route-specific public transport pass or similar ticket if this is cheaper. In this case, the employer will reimburse an amount equal to the costs of this ticket.
4. In special situations, the employer may give an allowance tailored to the situation, if use is made of a specific public transport travel product that is financially advantageous for both the employer and the employee.
5. If an employee travels by private transport with the explicit permission of the employer, the amount of the kilometre allowance is €0.28 net.  
If an employee travels by car without the explicit permission of the employer, the employer will give a kilometre allowance of €0.19 per km .
6. Permission to travel by private transport may be granted if:
  - a. the amount, the nature or the size of the baggage should warrant this;
  - b. this saves a substantial amount of time;
  - c. the physical condition of the employee does not allow for travel by public transport;
  - d. another employee travels in the car with the person involved. The driver will not receive an additional allowance for passengers. The passengers may not claim any reimbursement of travel expenses for themselves. In the case of picking up passengers, kilometres for making a detour will be reimbursed.
7. Taxi costs that need to be incurred will be reimbursed. If possible, the employee must make use of a cheap alternative, such as the public transport taxi (OV-taxi) or zone taxi.
8. Additional travel expenses reasonably incurred will be reimbursed on submission of supporting documents.

### **Article 3 – Incidental expenses for childcare**

Incidental expenses for childcare incurred in connection with a business trip will be reimbursed by the employer on presentation of an itemised claim.

### **Article 4 – Accommodation expenses**

Accommodation expenses will be fully reimbursed up to the amounts specified in the most recent Domestic Travel Regulations from the Dutch Ministry of the Interior and Kingdom Relations<sup>1</sup>. The

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<sup>1</sup> More information (in Dutch) about this can be found on the website of the central government: [www.rijksoverheid.nl](http://www.rijksoverheid.nl), using the search term *reisregeling* (travel allowance).

expenses must be in keeping with the circumstances and duration of the trip. The employee must comply with the norms of reasonableness in this respect. The employee must submit supporting documents for all accommodation expenses claimed.

### **Article 5 – Claims**

After returning, the employee must submit his/her claim approved by the supervisor/working group leader/institute director. In the case of a travel expense claim, all supporting documents that could be reasonably required must be submitted.

### **Article 6 – Business trips as an essential part of the position**

If an employee must regularly make use of private transport for the performance of his/her duties, a fixed monthly allowance for travel and accommodation expenses may be granted contrary to the above.

### **Article 7 – Employer's liability**

The employer has taken out insurance for business trips with respect to the employer's liability.

## ***Part II – Foreign business trips***

### **Article 8 – General provisions for foreign business trips**

1. Part I of this implementing regulation applies to the employee seconded abroad, who is visiting the Netherlands within the context of a business trip. Otherwise, Article 2 (home leave trips) of the Implementing Regulations Secondments (IR 3) is applicable.
2. If the business trip takes place in the weekend or on a public holiday specified in Article 4.2 of the CAO-OI, compensatory time off will be granted for waiting and travel time in consultation with the immediate superior. Waiting times must be limited as much as possible.

### **Article 9 – Travel application**

An employee needs to have received written approval in advance from his/her supervisor/working group leader/institute director before booking a foreign trip with accommodation. The right to reimbursement is forfeited if the travel application is not submitted in advance. Any incorrectly claimed travel and accommodation expenses will be deducted from the salary of the employee.

### **Article 10 – Allowance and mode of transport**

1. In the case of foreign business trips, the same provisions apply as for domestic business trips from Article 2 subsection 1 to subsection 7.
2. Air travel is permitted for distances greater than 500 km. Air travel for a distance smaller than or equal to 500 km is permitted if the extra travel expenses are reasonably proportionate to the reduction in travel time.
3. The employee is expected to make use of a low-cost airline, which nevertheless has a proven safety record. The allowance will be determined on the basis of economy class. This may be derogated from in exceptional cases with prior approval from the employer.
4. The employee is not permitted to use air miles received for private use.
5. In special situations, the employer may give an allowance tailored to the situation, if use is made of car rental.

### **Article 11 – Accommodation expenses**

1. The accommodation expenses must be in keeping with the circumstances and duration of the trip. The employee must comply with the norms of reasonableness in this respect.
2. The amounts from the most recent *Tarieflijst logies- en overige kosten bij dienstreizen* (List of rates for accommodation and other cost incurred on business trips) from the Dutch Ministry of the Interior and Kingdom Relations shall apply as basis for the calculation of the allowance for accommodation expenses<sup>2</sup>.  
When calculating the allowance for accommodation expenses, the following provisions apply per day:
  - a) the actual costs incurred for accommodation and breakfast will be reimbursed on submission of supporting documents;
  - b) the employee will receive an allowance for the costs of the other meals (i.e. lunch and dinner) and all kinds of small expenses. No supporting documents are required for the reimbursement of these costs amounting to fifty percent of the column *overig* (other) in the list of rates. The following norms will be applied for the calculation of this allowance:

<sup>2</sup> More information (in Dutch) about this can be found on the website of the central government: [www.rijksoverheid.nl](http://www.rijksoverheid.nl), using the search term *tarieflijst* (list of rates).

- a half day will be counted in the case of departure after 14:00;
  - no allowance will be given for that day in the case of returning before 12:00;
  - a half day will be counted in the case of returning between 14:00 and 18:00.
- If the employee claims full reimbursement of these expenses, supporting documents must be submitted.

#### **Article 12 – Advances and claims**

1. At the employee's request, an advance payment will be made, if required.
2. After the trip, the employee in question must submit the expense claim form approved by the supervisor/working group leader/institute director accompanied by the required supporting documents to the person who is responsible for the handling of foreign trips.  
As far as the report it concerned, the standard procedures at the institute or university shall apply.
3. If the provision in subsection 2 of this article is not fulfilled, the employee will first be reminded that he/she must still fulfil his/her obligations in the short term. If the employee is still in default, the advance granted will be reclaimed. This may also be deducted from his/her salary at the request of the employee.
4. If it turns out, after determining the final claim, that the employer is entitled to a credit balance, the employee will first be given the opportunity to pay back this credit balance. This may also be deducted from his/her salary at the request of the employee.

#### **Article 13 – Insurance during a stay abroad**

The employer has taken out a collective travel insurance, at its own expense, which is applicable to all employees travelling on the orders of the employer. This insurance will cover additional medical expenses and concerns a basic service in the event of accidents and damage to baggage.

## Implementing regulation 3 – Secondment abroad

### Article 1 – General provisions with regard to secondment

1. The term secondment is taken to mean a secondment abroad on the instructions of the employer for a consecutive period of longer than three months and no longer than five years.
2. The employer will give the seconded employee an allowance, in accordance with that which is specified in this implementing regulation, for the additional living costs abroad. This allowance does not have to be paid back if the employment is terminated for whatever reason.
3. Prior to the secondment, agreements will be made and laid down in writing about the secondment and the allowances based on this implementing regulation.  
The guiding principle is that the applicability of the Dutch social insurance laws will be continued. Voluntary insurance must be taken out by the seconded employee who does not fall under the social legislation either in the Netherlands or in the country of secondment.  
If the insurance under the Dutch Work and Income (Capacity for Work) Act cannot be applicable or cannot be voluntarily taken out, NWO-I will arrange an adequate invalidity insurance with the assistance of the person concerned.
4. Each seconded employee is responsible himself/herself for submitting an income return in the country where he/she is liable for tax in accordance with the rules that are applicable for him/her there.
5. If a secondment is interrupted for longer than three months, the secondment will be suspended. The secondment fee will be continued, as far as the fixed (rental) costs are concerned, for the months that the person concerned is not seconded.
6. If no provisions are made for a researcher in training (*onderzoeker in opleiding*, OIO) in the regular training and supervision plan, tailor-made agreements may be made about the applicability of various allowances.
7. If it can be foreseen that an employee will have to travel to the same foreign destination several times for a consecutive period and the situation therefore has the character of a secondment in terms of its nature and duration, a **tailor-made agreement** may be made, contrary to IR 8, about allowances that take account of the costs that are expected to be incurred in that specific situation.

### Article 2 – Secondment allowance

1. The employee who is seconded abroad will receive a fixed monthly secondment allowance.  
The secondment allowance will be calculated as 3.25 x the 24-hour period allowance concerned, as specified in the most recent list of rates of the Dutch Ministry of the Interior<sup>3</sup>.
  - Allowance for partner who also moves abroad: Twenty-five percent of the secondment allowance.
  - Allowance per child who also moves abroad: Ten percent of the secondment allowance.
  - Allowance for family remaining at home (double household): Seventy percent of the secondment allowance.  
In the case of cities where NWO employees are seconded that are mentioned separately in the list of rates of the Dutch Ministry of the Interior and of which the country is mentioned in the above table, the above-mentioned secondment allowance will be increased in proportion to the 24-hour period allowance for that city and the *overig* (other) section for that country.  
In the case of secondment in a metropolitan conurbation belonging to a city specified in the list of rates, the secondment allowance may be adjusted by means of a tailor-made agreement.
2. The secondment amounts in the table of subsection 1 will be reassessed on a half-yearly basis as of 1 June and as of 1 December by means of application of the factor 3.25 as specified in the text under the table.
3. The employer will follow the currency developments for non-euro countries by means of a half-yearly assessment for persons seconded outside the Netherlands. In the event of considerably adverse effects for the employee, an individual (or uniform per country) tailor-made agreement will be made.

### Article 3 – Implementation

1. The payment of the salary and the allowance attached to the secondment will be made in euros to a bank account specified by the seconded employee.
2. The place of secondment or workplace abroad is the determining factor for the determination of the secondment allowance.  
If the employee is seconded abroad but is going to live elsewhere in the Netherlands, he/she will not, in principle, be entitled to a secondment allowance.  
If this employee will incur demonstrable (acceptable) additional costs, the employer may, contrary to the provision in the previous sentence, grant (fiscally) appropriate compensation.  
If the employer provides payment in kind (for example, accommodation, as a result of which the seconded employee incurs no costs for this), a tailor-made agreement will be made in the secondment allowance taking this into account.

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<sup>3</sup> More information about this can be found on the website of the central government: [www.rijksoverheid.nl](http://www.rijksoverheid.nl), using the search term *tarieflijst* (list of rates).

3. Allowances of third parties, which relate to or arise from the secondment, will be deducted in full from the allowance that the employer provides.
4. The employee is entitled, before the secondment commences, to waive his/her rights which arise from this implementing regulation. In that case, he/she can keep the allowances of third parties and, as far as the payment of the net salary is concerned, only subsection 1 of this article is applicable. The contribution of a voluntary social insurance policy taken out via the employer is payable by the employee and may be deducted from the salary.

#### Article 4 – Relocation

1. Prior to the secondment, an agreement will be made about the necessity or desirability of an actual relocation of the employee to be seconded:
  - a. if the secondment lasts shorter than 12 months, the seconded employee will not be expected under any circumstance to actually relocate;
  - b. if the secondment lasts 12 months or longer but shorter than 24 months, the seconded employee may decide, in consultation with the employer, to actually relocate. The employer will allow the interests of the employee to play a major role in this;
  - c. if the secondment lasts 24 months or longer, the seconded employee will generally be expected to actually relocate.

In the case of application of the provisions under b and c, if the seconded employee is married or has a domestic partner (as referred to in 1.1. of the CAO-OI), his/her partner/family will be expected to relocate with him/her.

2. The employee is entitled to an allowance for transport costs and refurbishment expenses in accordance with the table in subsection 3.

Reimbursement of transport costs in accordance with this article relates to the transport of household effects to the place of residence abroad and the transport upon return to the Netherlands after completion of the secondment. Any reimbursements on other grounds will be given preference.

The transport of the household effects will be reimbursed. To this end, the employee must make use of the removal company with which the employer has concluded an agreement, unless agreed otherwise. The ultimate assignment to the removal company will be given by the employer.

In the case of a secondment of longer than 1 year, the lump-sum payments for the transport costs will apply to both the outward journey and the return journey. In the case of a secondment of 1 year or less, the lump sum will be paid once only.

3. Table

Situation	Europe	Outside Europe
<b>Transport costs</b>		
In the case of secondment for 1 year or less.	Reimbursement of removal expenses of maximum 4 m3.	Reimbursement of removal expenses of maximum 4 m3.
In the case of secondment longer than 1 year.	Reimbursement of removal expenses of maximum 15 m3 for seconded employee and 5m3 extra for each accompanying family member.	Reimbursement of removal expenses of maximum 15 m3 for seconded employee and 5m3 extra for each accompanying family member.
Lump-sum payment transport costs.	Without partner €398. With partner €795. With partner and children €1,079	Without partner €795. With partner €1,306. With partner and children €1,590.
<b>Refurbishment expenses</b>		
In the case of secondment shorter than 1 year.	None.	None.
In the case of secondment for 1 year or longer and applying subsections 1b and 1c. For both outward (house abroad) and return (to the Netherlands), but not to original house in the Netherlands.	€2042 (in accordance with CAO-OI) no repayment obligation.	€2042 (in accordance with CAO-OI) no repayment obligation.

4. The seconded employee who retains his/her permanent address and does not therefore actually relocate (and is therefore not entitled to refurbishment expenses), is residing abroad in temporary accommodation and whose domestic partner continues to live at the existing address in the Netherlands, whether or not with children.

## Article 5 – Table for home leave trips

### 1. Table

Distance	Seconded employee with double household (partner)	Seconded employee single	Seconded employee accompanied by
≤ 500 km.	Secondment up to 1 year 5x every 3 months. Subsequent years 5x every 4 months.	2x every 3 months	1x every 3 months
> 500 km.	Secondment up to 1 year 5x every 6 months. Subsequent years 5x every 8 months.	1x every 3 months	1x every 6 months
<i>Outside Europe</i> shorter than 9 months secondment, no entitlement to home leave trip.	To be agreed at a later date. At least 1 x every 9 months.	1x every 9 months.	1x every 12 months.

### 2. Other provisions

- a. Travel expenses are reimbursed on the basis of the cheapest public transport rates for travelling to and from the Netherlands.
- b. Air travel is permitted for distances greater than 500 km. In the case of shorter distances, this may be permitted in specific cases. In this regard, the consideration is that the travel expenses must be reasonably proportionate to the travel time.
- c. The allowance scheme is intended for visits by the seconded employee to family members or visits by family members to the seconded employee.  
In the case that family members travel to the seconded employee, the employer must be contacted in advance with regard to the choice of transport and the related allowance, which may not be higher than the amount that the seconded employee would have been able to claim himself/herself for a visit to the Netherlands. Family in this context includes family members in the first degree.  
If the seconded employee does not hold Dutch nationality, the trip can also be to close family in a country other than the Netherlands, in which case the allowance cannot be higher than the amount that the seconded employee would have been able to claim for a visit to the Netherlands.
- d. Visits must be combined as much as possible with business trips.

## Article 6 – Table of other allowances

Situation	Amount	Conditions
Costs for children living at home under the age of 21 or children aged 21 or older who are receiving student finance.	Extra costs may be reimbursed up to a maximum of €568 per child per year.	Must be demonstrable.
Costs for children under the age of 21 relocating with employee (e.g. education).	Extra costs may be reimbursed up to a maximum of €3,407 per child per year.	Must be demonstrable.
Preparation costs, visa costs, vaccinations, passport etc., tax consultant.	Actual costs, one-off payment up to a maximum of €441.	Must be demonstrable.
Costs of additional health insurance in order to be insured against higher medical expenses in the country of secondment.	The necessary expenses will be reimbursed 1x per year upon request.	
Allowance for rent of housing retained in the Netherlands. Only in the case of secondment shorter than 2 years.	Seventy-five percent of the rent, provided it is not sublet.	Submit supporting documents including declaration of 'not sublet'. Allowance does not apply to seconded employees with allowance for a double household.
Allowance for retaining owner-occupied house in the Netherlands. Only in the case of secondment shorter than 2 years.	Maximum €568 a month.	Submit supporting documents with respect to mortgage amount. Allowance does not apply to seconded employees with allowance for a double household.

Allowance for more expensive suitable home abroad (country of secondment).	If the rent amounts to more than €541 a month, 50 percent of the additional costs will be reimbursed.	Submit supporting documents. Accommodation must be reasonable given the family situation and the local housing
Other additional costs (such as study costs or other costs that contribute towards participation in the labour market of partner relocating with employee).	Up to a maximum of €2,839 per year.	The additional costs must be demonstrable.

**Article 7 – Unfair result / unforeseen situations**

If this secondment regulation does not provide for the unique, concrete situation of the individual case, the employer may lay down further regulations of its own accord or at the employee's request.



## **Implementing regulation 4 – Study facilities**

### **Article 1 – General**

1. The employee who wishes to be eligible on the basis of the CAO-OI for study facilities (i.e. study leave and/or the reimbursement of study expenses) for training, as referred to in Article 6.2 of the CAO-OI, must submit the application for these study facilities prior to the commencement of studies. This application must be accompanied by the necessary information for the assessment of the application as well as an overview of the study expenses to be incurred and the study load.
2. This implementing regulation does not relate to study programmes followed by researchers in training in so far as these concern the doctoral assignment (see also CAO-OI, chapter 12 and IR 9).
3. Study facilities are granted for a specific period, according to the duration considered normal for the study in question. The employer may extend this period.
4. Should the study facility be granted, the agreements will be laid down in writing.
5. Study facilities for resitting examinations may be granted if the circumstances warrant this in the opinion of the employer.

### **Article 2 – Study Leave**

1. Study leave will be granted for attending classes and for taking an interim or final examination, insofar as these study activities take place according to the study/training timetable during the employee's working hours.
2. In the case of the employee who is employed for less than 100 percent of the working hours, a working hour scheme that suits his/her lesson hours may be agreed.

### **Article 3 – Study expenses**

1. Reimbursement of study expenses for training as referred to in Article 6.2 subsection 2 under b of the CAO-OI (i.e. training to increase deployability) will only be paid once the employee has declared in writing that he/she accepts the obligation of full or partial repayment, whereby in terms of the repayment this concerns training for which the tuition fees are at least €2,500.
2. Study costs are taken to mean course and tuition fees, examination fees and the purchase of compulsory study material.
3. Travel expenses are eligible for reimbursement under the conditions of the Implementing Regulation on Domestic and Foreign Business Trips (IR 2).
4. The expenses that are necessarily incurred for overnight accommodation and meals in connection with taking an examination will be reimbursed with due observance of the Implementing Regulation on Domestic and Foreign Business Trips.

### **Article 4 – Diploma bonus**

With a view to stimulating the acquisition of new knowledge and maintaining the level of up-to-date knowledge, the employee will receive a bonus of €250 on completion of a study that falls under this implementing regulation, as a positive gesture of appreciation after obtaining a diploma.

### **Article 5 – Withdrawing a study facility**

1. The employer is entitled, following consultation with the employee, to obtain information from the educational institute concerning the progress of the study.
2. Study facilities that have been granted may be subsequently withdrawn – temporarily or otherwise – if the employer is of the opinion, based on the information received, that the employee is not studying and/or making progress to the extent needed to successfully complete the study within the period applicable to the study. The facilities will not be withdrawn if the employee concerned can show that these circumstances are not attributable to him/her.
3. The employee who takes longer over his/her study than the period mentioned in the second subsection, through no fault of his/her own, may make a substantiated request for extension of the study leave.

### **Article 6 – Repayment of study expenses allowance**

1. In the case of training as referred to in Article 6.2 subsection 2 under b of the CAO-OI (training to increase deployability), the employee is obliged to repay the study expenses allowance if:
  - a. the study was not completed successfully or was terminated prematurely by the employee due to circumstances that, in the employer's opinion, are attributable to the employee;
  - b. the employee resigns during the study or within a period of 1 year after completion of the study.
2. The amount to be paid back is equal to the allowance that was granted, less 1/12 of the total amount for every month that the employee's employment contract continued after completion of the study.
3. The repayment obligation as referred to under subsection 1 will not apply if:
  - a. the resignation takes place with a subsequent entitlement to an unemployment benefit or pension;

- b. the resignation is immediately followed by employment with another employer that is a member of the Employers' Association of Research Institutes;
  - c. the employee with a temporary appointment leaves employment to accept a permanent position elsewhere, unless the employer has offered the employee a permanent appointment.
4. Allowances received for travel and accommodation expenses never have to be repaid.
  5. Exceptions may be made to the repayment obligation in favour of the employee if the employer believes this is warranted.

## **Implementing regulation 5 – Company emergency response**

### **Article 1 – General**

1. An employee will be appointed in writing by the employer to carry out duties in connection with the company emergency response in addition to his/her normal duties.
2. The employee who is appointed must be in possession of, or prepared to undergo training for, the diplomas needed to carry out these duties as a company emergency response team member.

### **Article 2 – Training course/extra training**

1. The employee will be reimbursed for the costs of training courses in connection with the provisions of Article 1 subsection 2.
2. If courses have to be attended outside working hours, the hours outside the normal working hours may be claimed. The hours concerned do not fall under the scope of the overtime arrangements.
3. A one-off bonus of €200 will be given for obtaining a company emergency response certificate or a diploma for a company emergency response duty. This concerns the following diplomas:
  - first aid
  - respiratory protection
  - company emergency response team leader/head of company emergency response

### **Article 3 – Company emergency response bonus**

1. An employee who has actively participated in the prescribed company emergency response drills and classes will receive a gross bonus for this together with the salary for the month of December. The bonus will be paid out on a pro rata basis if the employee joins or ceases to be a member of the company emergency response team during the course of a calendar year.
2. The bonus amounts to the following:

1. Evacuator	€150
2. Company emergency response or first aid	€375
3. Company emergency response and first aid*	€560
4. Company emergency response with respiratory protection*	€560
5. Supplement for company emergency response team leader	€100
6. Supplement for head of company emergency response	€150

\*Combination of company emergency response with respiratory protection and first aid is also a maximum of €560

### **Article 4 – Work outside normal working hours**

The hours that the employee, as referred to in Article 1 subsection 1, must spend on emergency response drills or calls are regarded as working hours and will be paid according to the provisions of the CAO-OI.

### **Article 5 – Accident insurance**

Accident insurance has been taken out for the employees who fall under this scope of this implementation regulation.

## **Implementing regulation 6 – Other allowances and arrangements: internet, mobile telephones, computer glasses, removal expenses and service anniversary bonus**

### **Article 1 – Internet allowance**

An employee who makes use of a private internet connection for work will be reimbursed for the additional costs of this connection, which are related to the special requirements that are set for the internet connection for the performance of the work.

### **Article 2 – Mobile telephones**

1. A mobile telephone can be made available to the employee for business use, or the costs for business use of a private telephone can be reimbursed, if the employee needs a mobile telephone for business use in the employer's opinion.
2. The costs of a mobile telephone made available are at the expense of the employer.
3. The employee is allowed to use a mobile telephone made available by the employer for private calls on an occasional basis.

### **Article 3 – Computer glasses**

1. An employee who needs glasses modified for working with a computer screen is eligible for an allowance towards the costs of these glasses.
2. The quote for the computer glasses must show that they are especially suited for working with a computer screen.
3. The glasses may be monofocal or multifocal.
4. The costs of purchasing the glasses will be reimbursed up to a maximum of €250.
5. The employee is eligible for an allowance towards the costs of a new pair of glasses once every two years if the prescription strength of the glasses needs to be changed.
6. The employee is eligible for an allowance towards the costs of a new pair of glasses once every five years.
7. The costs will be reimbursed on presentation of an itemised claim.

### **Article 4 – Removal expenses**

1. Articles 10.1 and 10.2 of the CAO-OI are also applicable to international removals. The restriction to removals within a distance of 30 km from the place of work does not apply in this case.
2. An employee who relocates and complies with the provisions in Article 10.1 of the CAO-OI will be completely reimbursed, based on the cheapest rates for the necessary travel expenses, no more than once during the term of his/her employment. The travel expenses of his/her (cohabiting) family members will also be reimbursed.
3. The allowance for travel expenses never has to be repaid.

### **Article 5 – Anniversary bonus**

1. The service anniversary bonus to which the employee is entitled pursuant to Article 3.7 of the CAO-OI amounts to 50 percent of the salary including holiday allowance and year-end bonus in the case of a service anniversary of 25 years, and 100 percent of the salary including holiday allowance and year-end bonus in the case of a service anniversary of 40 years.
2. The time served as an employee of one of the employers belonging to the Employers' Association of Research Institutions (WVOI) and/or as an employee of one of the universities belonging to the Association of Universities in the Netherlands (VSNU) counts towards the calculation of the length of service for the service anniversary.

## **Implementing regulation 7 – Interns and holiday workers**

### **Article 1 – General provisions**

IR 1, 2, 7, 11, 12, 13, 14 and 16 are applicable to interns and holiday workers.

#### ***Part I – Interns***

### **Article 2 – Scope**

This implementing regulation applies to interns from lower secondary vocational education, senior secondary vocational education, higher professional education at a university of applied sciences or higher education at a research university.

### **Article 3 – Internship agreement**

1. An internship agreement will be concluded between the internship provider, the educational institute and the intern, which will in any case include the following:
  - a. name of the educational institute;
  - b. name and address of the intern;
  - c. duration of the internship;
  - d. location of the internship activities;
  - e. name of the internship supervisor;
  - f. name of the internship mentor;
  - g. working hours;
  - h. internship allowance (see article 5);
  - i. other allowances;
  - j. number of days' holiday (see article 7);
  - k. internship plan (see Article 4).
2. The internship provider must ensure that the parties involved receive a copy of the internship agreement signed by all parties.

### **Article 4 – Internship plan**

1. The internship supervisor and the intern will draw up an internship plan in consultation with the internship mentor, which will in any case include:
  - a. the internship assignment;
  - b. a time schedule for the internship assignment;
  - c. the times at which the internship supervisor and intern will discuss the progress of the internship and the intern's performance;
  - d. the arrangements regarding the reporting method and time(s);
  - e. the presentation of a copy of every internship report by the intern to the internship supervisor.

### **Article 5 – Internship allowance**

1. The amount of the internship allowance depends on the level of education of the course for which the internship is being followed.
2. The monthly allowance amounts to:
  1. €190 per month in the case of a lower secondary vocational education course;
  2. €230 per month in the case of a senior secondary vocational education course;
  3. €300 per month in the case of a university of applied sciences programme.
3. In the case of an internship period shorter than two months, no internship allowance will be granted in principle.
4. The allowance for a part-time intern will be determined in proportion to the working hours percentage.
5. A research university intern is not entitled to an internship allowance unless the internship is in line with the policy of the organisational unit. In that case, the allowance amounts to a maximum of €400 a month.

### **Article 6 – Commuting expenses and board and lodging costs**

1. The intern is entitled to an allowance for commuting expenses in accordance with IR 1 Commuting expenses or an allowance for board and lodging costs and weekend travel expenses.
2. If the intern has been given an annual public transport pass on the basis of the Dutch Student Finance Act for travel on working days, the right to an allowance for commuting expenses will lapse unless travel by public transport is not possible.

3. Interns at the Royal Netherlands Institute for Sea Research (NIOZ) who reside outside a 30-kilometre radius of the Texel place of work will be granted an allowance for housing in 'de Potvis' residential accommodation. The amount of the housing allowance is €213 per month. The housing allowance will be adjusted in line with the percentage of the rent increase as of 1 July every year. In such cases, the intern may not lay claim to other allowances in addition to the internship and housing allowance.

#### **Article 7 – Leave**

1. The holiday leave to which the intern is entitled amounts to 25 days on an annual basis. The holiday leave will be granted in proportion to the length of the internship.
2. No holiday leave will be granted if the length of the internship is two months or less.
3. Any absence of the intern as a result of so-called 'return days' or for the purpose of other activities at the educational institute will be deducted from the accrued holiday leave.
4. If numerous return days occur per month, no more than one leave day will ever be deducted per month, unless the number of internship days required by the school per year is not reached.
5. Holiday leave that is not taken will not be paid out.
6. Extraordinary leave will be granted in accordance with the CAO-OI.

#### **Article 8 – Insurance**

All interns will be insured against liability for injury inflicted on third parties or injury suffered themselves during the performance of the assigned activities.

#### **Article 9 – Foreign interns**

1. An intern who is enrolled at a university within the EEA, not being a Dutch university, may be eligible for reimbursement of his/her travel expenses for a return ticket and an allowance for expenses.
2. The allowance for a part-time intern will be determined in proportion to the working hours percentage.

#### ***Part II – Holiday workers***

*(Article 1.1 (29) and Article 1.4 subsection 1 CAO-OI)*

#### **Article 10 – Purpose and duration of employment**

1. Holiday workers are appointed for activities in the holiday months (from May to August) or during the normal school holidays.
2. The duration of the employment is no more than four months.

#### **Article 11 – Hourly wage**

1. The hourly wage of the holiday worker is based on the current minimum (youth) wage.
2. In the case of deputising on the basis of expertise (that is to say not unskilled work), the pay scale will be in accordance with job level, education and experience.

#### **Article 12 – Leave**

1. In the case of full-time employment, the holiday worker will be entitled to the statutory minimum number of leave days.
2. Considering the purpose of his/her appointment, the holiday worker may not, in principle, take holiday leave during holiday work.

#### **Article 13 – Travel allowance**

The holiday worker is entitled to a commuting allowance unless this is already covered by a public transport card via study and/or training (based on the Dutch Student Finance Act).

## **Implementing regulation 8 – Specific provisions for researchers in training (onderzoeker in opleiding, OIO)**

### ***Part I - Researcher in training duties***

#### **Article 1 – Researcher in training & teaching duties/ non-research-related duties**

1. In principle, all working hours of the researcher in training are intended for conducting or carrying out academic research and recording the results thereof in publications and a doctoral thesis.
2. The employer may grant permission to perform other activities, such as teaching duties and/or specific project tasks. This permission will, in any case, be subject to the following conditions imposed by NWO:
  - a. an assurance that the research will not be hindered;
  - b. the researcher in training must devote at least 90 percent of the working hours to research and the training and supervision to be received.

### ***Part II - Extension of employment***

#### **Article 2 – Provisions regarding extension of employment of researchers in training**

1. Chapter 12 of the CAO-OI stipulates that the employment of a researcher in training can be extended in exceptional circumstances, whereby the total duration of the employment may not exceed five years. The planning must be focused on completing the research with a doctorate within four years of employment. The progress will be monitored via the annual planning and evaluation interviews, in which any delays will be identified. If the research is delayed as a result of which conferral of a doctorate is not feasible within the time frame, a request for an extension of the employment contract may be submitted in the final six months of the appointment.
2. Delays that have occurred may only lead to an extension of the employment if it can be reasonably expected that the researcher in training will be able to successfully complete the research with a doctorate following such an extension. In the case of an extension request, a schedule must be submitted for this purpose, in which the ultimate goal is a manuscript approved by his/her supervisor.
3. Given that the extension of the employment contract is a final effort by the parties concerned to conclude the research with a doctorate, the researcher in training must be completely exempted from 'other work' during the extension.
4. The fourth-year researcher in training salary will be maintained at the same level during the extension in the fifth year as researcher in training.
5. The provisions in Chapter 12 of the CAO-OI and the provisions regarding the extensions in Chapter 2 of the CAO-OI will remain fully applicable to the specified extension possibilities.
6. In the event of discrepancies between the provisions in this document and the text of the CAO-OI, the CAO will prevail.

#### **Article 3 – Grounds for extension of employment of a researcher in training**

1. Four grounds for extension can be distinguished:
  - a. Delayed research due to reasons outside the sphere of influence of the researcher in training and/or supervisor.

This includes the following reasons for a delay in the doctoral research:

    1. the withdrawal of a supervisor or the principal supervisor;
    2. a delay in the supply of the required equipment through the fault of third parties;
    3. long-term disability of the researcher in training.
  - b. Delayed research due to reasons within the sphere of influence of the researcher in training and/or supervisor.

This includes the following reasons for a delay in the doctoral research:

    1. major changes in the line of the research;
    2. inaccurate planning;
    3. too much time spent on other activities.

An extension within this category will therefore only be granted if it can be proven that the supervisor played a specific role in the delay that occurred.
  - c. Delayed research due to reasons within the sphere of influence of the supervisor.

This includes the following reasons for a delay in the doctoral research:

    1. unsatisfactory supervision, through no fault of the researcher in training.
  - d. Delayed research due to other causes/extension on other grounds.

This includes the following reasons for a delay in the doctoral research:

    1. Extensions based on participation in representative consultation: in the event that researchers in training are appointed as members of the (Central) Works Council/Committee, an extension is possible in accordance with Article 12.3 subsection 3 (c) of the CAO-OI.
    2. Maternity leave and/or parental leave: the employment will be extended by the length of the leave taken.

2. The head of the Personnel & Organisation (P&O) department of NWO-I will take a decision about an extension request in the case of employees in a university working group. The institute director will take a decision about an extension request in the case of employees in an NWO-I institute. The head of P&O or the institute director may, if they so require, consult third parties about the causes that underlie the extension request or about the reasonableness of the request or the feasibility of the planning.
3. The extension request may be refused if the completion of the doctorate may no longer be reasonably expected.

### ***Part III - Career-oriented measures***

#### **Article 4 – Implementation agreements for career-oriented measures (CAO-OI 12.5)**

1. The career-oriented measures in which a researcher in training will participate will be agreed in consultation with the supervisor during the annual performance review or in the interim period, and the personal contribution of the researcher in training towards these will also be determined.
2. The personal contribution will be made in the form of use of leave for reasons of administrative simplicity. The use of leave is equivalent to the working hours required for the career-oriented measure in question, up to a maximum of 10 days/80 hours per researcher in training year. No personal contribution is required beyond the 10 days/80 hours for career-oriented measures that take up more working hours. (Of course, it is still the case that the measures must fit in with the planning of the doctoral research in question.)  
If a researcher in training does not make (full) use of the 'annual budget' of 10 days/80 hours, the unused balance will form part of his/her remaining leave. The normal rules on leave are applicable to this.
3. Career-oriented measures are activities which relate to training or competence development where the emphasis is placed on personal development, and which contribute to the career opportunities of the researcher in training.  
The following courses/training programmes are considered to be courses for the advancement of the performance as researcher in training within the context of these agreements and not as career-oriented measures, and consequently no personal contribution is required for them:
  - a. substantive courses in relation to the specific subject of the doctoral research;
  - b. attendance at conferences and summer schools;
  - c. compulsory training courses from the range of training courses for NWO-I researchers in training (in this case 'Taking charge of your PhD project');
  - d. training courses on writing skills and presentation.
4. No personal contribution is required for a job interview training course lasting two (or by way of exception four) half-days.

### ***Part IV – Allowance for printing costs of PhD theses***

#### **Article 5 – General**

Within the context of these implementing regulations, the employer will provide an allowance for PhD candidates under the following conditions.

#### **Article 6 – PhD candidates**

1. The employees who are working on research that will lead to a obtaining a doctorate, and to whom CAO-OI chapter 12 applies, are eligible for this arrangement.
2. In exceptional cases, non-PhD candidates may also be eligible for an allowance if they are working on their PhD thesis with the consent of the employer and obtain their doctorate based on that.
3. Guest PhD candidates (PhD candidates who are not employed by NWO) are also eligible for this arrangement under the following conditions:
  - a. No claim may be made to a reimbursement scheme elsewhere;
  - b. The doctoral research is conducted under the supervision of an NWO (co-)supervisor;
  - c. The doctoral research is largely conducted at NWO;
  - d. NWO and the name of the institute are mentioned in the PhD thesis.

#### **Article 7 – Allowance for printing costs**

1. The costs of printing the PhD thesis will be reimbursed up to a maximum of €1500. Printing costs also include the costs for the designs and layouts of the PhD thesis, the costs for making the PhD thesis digitally available (website, e-readers) and the costs of an abridged paper version for external contacts for the purpose of valorisation, for example. Any allowances received from third parties will be deducted.
2. The employee who wishes to be considered for an allowance must submit an application for that purpose, accompanied by copies of invoices and receipts for the costs incurred by him/her.



**Article 8 – Provision of PhD theses**

Two copies of the PhD thesis will be made available to the employer before the date of the doctoral thesis defence ceremony.

**Article 9 – Right of use**

NWO will acquire right of use to the PhD thesis as soon as an allowance is granted and paid out. This means, among other things, that NWO can use the PhD thesis for promotional purposes and is free to cite or mention the PhD thesis.

**Article 10 – Periods**

The allowance for printing costs may be claimed up until 12 months after termination of the employment contract with the employer, provided that the costs are actually incurred during this period and the date of the doctoral thesis defence ceremony is set.

## **Implementing regulation 9 – Staff interviews**

### **Article 1 – General provisions**

1. The interview cycles for performance and assessment at NWO-D, NWO-I, CWI and NIOZ from before 1 January 2018 will continue to exist alongside each other for the duration of these IR.
2. These existing interview cycles are included in the IR as Appendix 2.

## **Implementing regulation 10 – Ancillary activities**

### **Introduction**

Paid and unpaid ancillary activities of employees may contribute positively towards the quality of the performance of duties and the interests of the NWO. Awareness of the ancillary activities of employees is desirable from the point of view of relationship management and networks. The NWO's impartiality and independence as a granting organisation and as an organisation of scientific endeavour require that any actual or apparent conflict of interests that may arise between its duties and interests and an employee's ancillary activities must be prevented at all times.

Assessment, registration and, in some cases, publication of the ancillary activities will be necessary to guarantee the NWO's impartiality and independence.

### **Article 1 – General**

1. This implementing regulation for ancillary activities involves an elaboration of Article 1.6.6 of the CAO-OI (ancillary activities).
2. Ancillary activities are understood to mean all activities that the employee performs in addition to his/her position, regardless of whether these activities are performed during or outside the working hours applicable to the employee.
3. Unpaid ancillary activities of a purely private nature are not considered as ancillary activities.

### **Article 2 – Permission**

1. The employee must explicitly request permission in advance to perform ancillary activities if:
  - a. the ancillary activities are to be performed completely or partially within the employee's working hours;
  - b. the ancillary activities correspond or otherwise relate to the activities that may be assigned to the employee within the context of his/her position (job-related ancillary activities).
2. NWO will test the acceptability of the ancillary activities in relation to the employee's job description as well as the content of this article.
3. If the employee performs the ancillary activities outside working hours, permission will, in principle, be granted unless:
  - a. the ancillary activities will (or may) be at the expense of the actual duties/position;
  - b. the ancillary activities may be incompatible with the duties of the employee, the objective of the employer, the institute, the office or the research project;
  - c. there is a possible conflict of interests or incompatibility of duties, or the possibility that such a situation may arise.
4. The following conditions may be attached to the permission to perform ancillary activities during working hours:
  - a. Reduction of the appointment;
  - b. Payment of all or some of the remuneration to the employer (remuneration for ancillary activities includes income from copyrights, patents and royalties);
  - c. Granting extraordinary leave, without or with partial pay;
  - d. Allowing holiday leave to be taken;
  - e. Limiting the duration of the permission, possibly with the option of an extension;
  - f. Adding a non-competition clause to the appointment.
5. The employer reserves the right to withdraw previously granted permission to perform ancillary activities, stating the reasons, while taking into consideration a reasonable period for completion of the activities concerned.

### **Article 3 – Registration**

The employer may decide to publish the ancillary activities for (groups of) employees, to be determined by the employer later.

## **Implementing regulation 11 – Right of complaint employer NWO-I**

### **Introduction**

If you do not agree with a decision or an action of the employer, or of your supervisor, that concerns you as employee, the normal procedure is that you discuss that with your supervisor. A decision taken can be clarified and/or reconsidered during a discussion. In all cases, the approach is that decisions or actions will always be taken carefully and correctly, and that you will have the opportunity to give and explain your own viewpoint.

This implementing regulation regarding the right of complaint provides for the careful handling of formal complaints in cases that the employee and the employer were not able to resolve by consultation.

### **Article 1 – General**

The purpose of this implementing regulation is to offer the employee, the intern or the seconded employee the opportunity to openly discuss his/her complaint about conduct by or on behalf of the employer towards the employee, and to have this investigated in such a way as to guarantee a fair complaint handling, while protecting his/her individual rights in a way that can be reasonably expected.

### **Article 2 – Scope**

1. This implementing regulation is applicable to the employer NWO-I.
2. This implementing regulation does not relate to a complaint about a (proposed) dismissal or a (proposed) termination of the employment contract.
3. This implementing regulation does not relate to situations in which an employee wishes to disclose malpractice or suspected malpractice that takes place under the responsibility of the employer and in which great public interest may be at stake. The whistleblowing policy applies in such situations.

### **Article 3 – Confidential adviser**

1. The employee may be assisted by a confidential adviser of his/her choice during the procedure.
2. The confidential adviser is authorised to assist the employee at every stage of the complaints procedure. He/she is accountable only to the employee with respect to the performance of his/her duties. The confidential adviser will receive, if necessary and on request, all information relating to the complaint.
3. The employer will ensure that the legal position of a confidential adviser who is employed by the employer will not be adversely affected by acting as such.

### **Article 4 – Complaint**

1. A complaint may only relate to conduct by or on behalf of the employer with respect to an individual employee. Conduct is understood to mean a decision or an act, or an omission or an explicit refusal to decide or to act.
2. The employee can lodge a complaint:
  - a. if he/she does not agree with a form of conduct;
  - b. if, in his/her opinion, the conduct is in breach of the terms and conditions of employment or statutory provisions applicable to him/her; or
  - c. if he/she believes that his/her interests, with respect to his/her work situation or his/her legal situation, have been affected or harmed by the conduct.
3. The employee may withdraw the complaint in writing at all times.

### **Article 5 – Admissibility**

1. A complaint from the employee will only be dealt with if:
  - a. it concerns an individual complaint or a complaint arising from the individual application of a general regulation;
  - b. the employee has an interest in the situation which is being complained about;
  - c. a decision about the resolution of the complaint is within the capacity of the employer.
2. A complaint will not be dealt with if:
  - a. the complaint concerns a matter that is or has already been the subject of legal proceedings;
  - b. a complaint has already been lodged by the same employee previously about the same fact or event, determined according to time and place, and a recommendation has been given or the employee withdrew the complaint during its handling;
  - c. the complaint concerns a subject for which there is a special appeal procedure or another internal appeal procedure is available or has been available;
  - d. the complaint falls outside the scope as referred to in Article 2;
  - e. the employee has not followed the set time limits or prescribed procedure of this regulation, unless the committee determines that this omission cannot be attributed to the complainant.
3. This regulation does not affect the rights and claims that the employee may otherwise lay claim to under the law or his/her individual employment contract.

## **Article 6 – Handling complaints in the first instance**

1. The complaint must be lodged in writing with the director or with the working group leader of the Administrative Unit for Research Groups at Universities (*Beheerseenheid Universitaire Werkgroepen*, BUW), hereinafter also to be referred to as 'party authorised to make decisions', accompanied by the relevant documents, within a period of four weeks after the employee has been informed about the decision or the conduct. The complaint may also be lodged after employment has ended with due observance of the period of four weeks.
2. If the complaint is directed against the decision or the conduct of a director or a BUW working group leader, the complaint must be lodged with the chair of the board.
3. If the complaint is directed against the decision or the conduct of the chair of the board or a member of the board, the complaint must be lodged with the board.
4. The person with whom the complaint is lodged will confirm in writing that the complaint has been received within two weeks of receipt. This letter will specify the manner and time frame for the settlement of the complaint.
5. The person against whom the complaint is lodged will be informed of the complaint in writing within two weeks of receipt of the complaint. This letter will specify the manner and time frame for the settlement of the complaint.
6. The party authorised to make decisions will hear the person involved, as well as those people whose opinion he/she deems to be desirable in the interest of the decision-making process.
7. The party authorised to make decisions will take a decision and will inform the employee about this in writing and stating reasons within a period of four weeks after receipt of the complaint.
8. The period as referred to in subsection 7 will be six weeks for the chair of the board or the board.
9. If on the part of the employer the procedure and periods specified in the preceding subsections are not followed, the employee is entitled to lodge his/her complaint in writing with the Complaints Committee directly in accordance with Article 7.

## **Article 7 – Handling complaints in the second instance**

1. The Complaints Committee is charged with the handling of complaints in the second instance. The Complaints Committee will investigate the complaint, will in any case hear the complainant and will issue advice to the party authorised to make decisions.
2. If:
  - the employee does not agree with the decision taken in connection with his/her complaint,
  - or,
  - the employer, or the person representing him/her in this matter, fails to decide or to act within the stipulated period or does not follow the procedure specified in Article 6, the employee can lodge his/her complaint in writing with the Complaints Committee within four weeks after announcement of this decision or this failure to decide or act.
3. The employee will send a letter for this purpose signed by him/her to the secretary of the Complaints Committee, PO Box 3021, 3502 GA UTRECHT or email: klachtcommissie@nwo.nl.
4. The employee will also enclose a copy of:
  - a. the letter with which he/she lodged his/her complaint in the first instance;
  - b. all relevant documents relating to the complaint.
5. The secretary will confirm receipt of the complaint to the employee in writing within two weeks and will also state the manner and time frame for the settlement of the complaint. The secretary will also specify the persons who will make up the Complaints Committee.
6. Both the employer and the employee may express any serious objections in writing and supported with reasons against one of the acting Committee members. The Committee will then reconsider its composition. The Committee will inform the person involved of its decision.
7. The secretary will be responsible for sending all documents, which are submitted to the members of the Complaints Committee by the parties for the purpose of the proceedings, to the complainant and to the person against whom the complaint is directed. The secretary is also responsible for ensuring that all parties come into possession of all documents relating to the complaint during the proceedings.

## **Article 8 – Procedure of the Complaints Committee**

1. After examination of the complaint, the Complaints Committee will conduct an investigation. The Complaints Committee is authorised to obtain all the information that it believes to be necessary in order to form an opinion. In any case, the Complaints Committee will hear both the complainant and the person against whom the complaint is directed.
2. Furthermore, the Complaints Committee may summon other employees and persons involved and interview them at the session. The sessions of the Complaints Committee are not public.

## **Article 9 – Recommendation**

Unless a solution is achieved during the handling of the complaint, or the employee withdraws his/her complaint, the Complaints Committee will draw up a recommendation within six weeks after examination of the complaint, which will be sent to the employee and the employer simultaneously.

### **Article 10 – Final decision**

1. Within four weeks after the Complaints Committee has delivered its recommendation, the board, the chair of the board, the director or the BUW working group leader will inform the employee and the person(s) for whom the decision has direct consequences of its reasoned final decision in writing.
2. The final decision of the board, the chair of the board, the director or the BUW working group leader is irrevocable.
3. The decision confirms or nullifies the conduct against which the complaint was made. If the challenged conduct is nullified, the decision will take effect retroactively from the date on which that conduct took place, unless this is impossible for practical or legal reasons.
4. The board, the chair of the board, the director or the BUW working group leader will send a copy of its final decision to the Complaints Committee.

### **Article 11 – Suspensory effect**

1. The lodging of a complaint under this implementing regulation does not, in principle, have a suspensory effect in relation to the conduct against which the complaint is directed.
2. If the employee, when lodging his/her complaint, requests suspensory effect giving clear reasons, the board, the chair of the board, the director or the BUW working group leader may determine, after consulting the board, the chair of the board, the director or the BUW working group leader, that the consequences of the conduct in question will be suspended during the complaint handling, provided that there are well-founded reasons for doing so in their opinion and the circumstances allow for such a suspension.

### **Article 12 – Provisions and reimbursements**

1. The employee will, in principle, bear the costs that he/she has incurred in connection with the procedure, in so far as the following does not provide for this.
2. The employee who initiates the proceedings is entitled to extraordinary leave without loss of salary in order to comply with a call from the Complaints Committee, and to reimbursement of the necessary travel expenses incurred in accordance with the implementing regulation on commuting expenses.
3. The provisions in subsection 2 also apply to the confidential adviser of the employee and the employees or witnesses involved in the proceedings.
4. The Committee can, if so requested, give advice about a request for reimbursement of costs incurred made by the complainant.

### **Article 13 – Protection and confidentiality**

1. The employer will ensure that the lodging and handling of a complaint will not adversely affect the legal position of the employee - outside of the dispute - in any way.
2. All persons involved in a complaint will maintain confidentiality about it.
3. The members of the Committee who are involved in the handling of the complaint will refrain from personal contact with the parties involved in the complaint regarding the subject of the complaint.

### **Article 14 – Composition of the Complaints Committee**

1. The Complaints Committee consists of three members:
  - a member appointed by the employer;
  - a member on the recommendation of the Central Works Council, and;
  - an independent chair appointed by the employer, in joint consultation between the employer and the Central Works Council.The members of the Complaints Committee do not have an employment relationship with NWO-D or NWO-I and are not otherwise employed by NWO-D or NWO-I.
2. The members of the Committee will possess, in any case, relevant knowledge of and experience in (legal) dispute resolution.
3. The chair and the two members will be appointed in accordance with the recommendation referred to in this article for a period of five years. The chair and the members are eligible for reappointment once. In the case of early retirement, a successor will be appointed for the term that his/her predecessor still had to serve.
4. The Complaints Committee will be assisted in its administrative and executive duties by a secretary, who will not form part of the Complaints Committee himself/herself and will not have voting rights or representational authority. The secretary will be appointed by the employer.

### **Article 15 – Reporting and archiving**

1. The employer will report to the works council each year on the number of complaints lodged and the outcome thereof.
2. All documents relating to complaints that are lodged with the Committee will be stored in a separate complaints archive that is maintained by the secretary and that is only accessible to members of the Committee.

## **Implementing regulation 12 – Objection procedure for personnel matters NWO-D**

### **Basic principles**

The following basic principles apply to preparing for and taking decisions regarding personnel:

1. NWO will carefully investigate the facts and weigh up the relevant interests in the matter.
2. Where relevant, the employee will be given the opportunity to voice his/her opinion on a proposed decision.
3. Decisions will be taken in a timely fashion.
4. Decisions will be properly motivated and wherever objections or appeals are possible, this will be pointed out.
5. In the event of any escalation of a personnel-related problem, different ways of resolving the problem, for instance by way of alternative dispute resolution (such as mediation), will be considered in order to avoid legal proceedings.
6. If the employee chooses to file a formal objection against a decision, the provisions of the following articles will apply to the handling of that objection.

### **Article 1 – General provisions**

1. The implementing regulation is applicable to the employer NWO-D.
2. This regulation, which may be cited as General Objection Procedure for Personnel Matters Regulation NWO, entered into force on 8 March 1994.

### **Article 2 – Submitting an objection**

1. An employee whose direct interests are affected by a decision of the competent authority concerning his/her employment may submit a notice of objection against that decision. Competent authority is taken to mean the person who has been granted a decision-making mandate.
2. An objection is made by submitting a notice of objection to the NWO Executive Board member with the Operations and Finances portfolio.
3. The notice of objection must be signed and must contain at least the following:
  - a. the name and address of the submitter;
  - b. the date;
  - c. a description of/reference to the decision against which the objection is made;
  - d. the grounds for the objection.
4. Where possible, a copy of the decision to which the dispute relates must be submitted together with the notice of objection.
5. The notice of objection must be submitted within six weeks of the date on which the decision was announced.
6. The employee will receive written confirmation of receipt of the notice of objection.
7. The objection does not suspend the implementation of the contested decision.

### **Article 3 – NWO Advisory Committee on Personnel Matters**

1. The NWO Executive Board member with the Operations and Finances portfolio will request an opinion from the NWO Advisory Committee on Personnel Matters in support of the decision on the objection.
2. If the Committee was previously asked for an opinion on that decision in the phase prior to the objection, the Committee that issues the opinion on the objection must, where possible, be made up of different people from those who advised on the contested decision.
3. No opinion will be requested if:
  - a. the notice of objection gives cause to fully reverse the contested decision;
  - b. the objection is obviously inadmissible;
  - c. the objection is obviously unfounded.
4. In the cases referred to in the previous subsection, the employee will not be heard.

### **Article 4 – Hearing**

1. The Advisory Committee will give the employee the opportunity to be heard. He/she will be heard by the Committee.
2. The person submitting the notice of objection may submit further documents up to 10 days before the hearing.
3. The person submitting the notice of objection will be given all documents relating to the matter at least one week before the hearing.
4. The hearing notice must draw the employee's attention to the provisions of subsection 3.
5. The hearing of the NWO Advisory Committee on Personnel Matters is not open to the public.
6. The Advisory Committee may appoint an expert to assist it in the case. The employee may, on request, bring forward his/her own witnesses and experts to be heard. The competent authority may also appoint experts to assist it in the case.

7. The employee is liable for the costs of his own witnesses and experts.

### **Article 5 – Opinion**

1. Once the Advisory Committee deems that the employee's objection has been dealt with fully at the hearing, it will deliberate on the opinion to be issued.
2. The Advisory Committee will issue an opinion on the merits of the employee's objection and state the reasons for that opinion.
3. The opinion will be based on the documents submitted and what has been presented at the hearing.
4. The decision regarding the opinion to be issued will be taken by the Advisory Committee on a majority of votes. If consensus cannot be reached during deliberations on the opinion to be issued, the decision that most corresponds to the feelings of the majority will be taken.
5. The opinion, supported by reasons, will be signed by the chair and the secretary, or their deputies where applicable, and sent to the NWO Executive Board member with the Operations and Finances portfolio.

### **Article 6 – Decision**

1. The NWO Executive Board member with the Operations and Finances portfolio must make a decision within twelve weeks after expiry of the term stated in Article 2 subsection 5. If the Advisory Committee has not been requested to issue an opinion, the period for making the decision will be six weeks.
2. The decision can be postponed by a maximum of six weeks. Further postponement is possible if the employee agrees to the postponement and other stakeholders' interests are not prejudiced by it, or if postponement is a statutory requirement.  
In the event that the decision period is extended, NWO will inform the employee to that effect, indicating the duration of the postponement if possible.
3. If NWO fails to take a decision regarding the objection within the terms and periods stated in the aforementioned subsections, it will owe the employee a penalty payment in accordance with the provisions of the Dutch General Administrative Law Act (AWB)<sup>4</sup>. This provision is conditional on the employee having declared NWO to be in default, and on a period of two weeks having expired following the period in which the decision should have been made.  
The NWO Executive Board member with the Operations and Finances portfolio will notify the employee in writing of his/her decision on the objection, supported by reasons. A copy of the opinion of the Advisory Committee will be enclosed with this notification. The decision on the objection and the opinion of the Advisory Committee will be simultaneously sent to the competent authority.
4. If the Advisory Committee issued an opinion, the NWO Executive Board member with the Operations and Finances portfolio must send a copy of that opinion together with the decision to the employee and must also send a copy of his/her decision to the Advisory Committee.

### **Clause 7 – Final provisions**

If special procedures for personnel matters have been adopted by NWO, they will take priority over this general regulation.

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<sup>4</sup> The amount of the penalty payment is laid down in the General Administrative Law Act (Article 4.17 AWB).



## **Implementing regulation 13 – Code of Conduct on Sexual Intimidation, Aggression, Violence, Bullying and Discrimination**

### **Guiding principle**

Respect should be the guiding principle for mutual exchanges between employees and between employees and the organisation. Conduct that conflicts with this guiding principle is not acceptable. The purpose of this Code of Conduct on Sexual Intimidation, Aggression, Violence, Bullying and Discrimination is to provide for a procedure to prevent and combat sexual intimidation, aggression, violence, bullying and discrimination in the workplace.

In addition, this code of conduct is part of the preventative policy concerning (sexual) intimidation, aggression, violence, bullying and discrimination. As part of the NWO personnel policy, this policy will be given concrete form through:

- a. the adequate publication of this code;
- b. the identification of the risks with regard to undesirable behaviour as part of the risk assessment and evaluation under the Dutch Working Conditions Act;
- c. the removal or reduction of risks with regard to undesirable behaviour.

### **What should you do if you are faced with undesirable behaviour?**

If you are faced with undesirable behaviour as an employee, you should call the perpetrator to account about that behaviour and make it clear what you think about it. If you notice that a colleague is behaving towards others in a disrespectful, discriminatory or intimidating way, you should also call him/her to account about that. You could also involve your supervisor in this. Calling someone to account for undesirable behaviour and the good example set by management in terms of treating each other respectfully are important pillars in the prevention and combating of undesirable behaviour.

In addition, you have the option of bringing up undesirable behaviour towards yourself with the confidential adviser who is appointed within the context of this regulation. The confidential adviser will advise you on how you can deal with undesirable behaviour. He/she can mediate and assist you in a possible complaint or objection procedure.

Furthermore, you have the option of lodging a formal complaint with the competent authority. A decision will be taken on such a complaint, which you can appeal against by submitting a complaint to the Complaints Committee (NWO-I) or submitting an objection to the Executive Board (NWO-D).

### **Article 1 – Definition of terms**

1. **Sexual intimidation:** Any form of verbal, non-verbal or physical behaviour with a sexual connotation that has the purpose or effect of offending the other person's dignity, particularly when a threatening, hostile, insulting, humiliating or hurtful situation is created.
2. **Aggression, violence and bullying:** Incidents during which an employee is psychologically or physically harassed, threatened or attacked, under circumstances that relate directly to the performance of the work. Other forms include jokes at the expense of another person, ignoring someone, social isolation or damaging property.
3. **Discrimination:** The unjust and disparate treatment of people on the basis of their religious conviction, personal beliefs, political convictions, race, sex, nationality, sexual orientation, marital status, handicap or chronic illness, age or other grounds.
4. **Competent authority:** The Executive Board of NWO-D and the Board of NWO-I.
5. **Complainant:** The person who approaches the confidential adviser or submits a complaint to the competent authority.
6. **Accused:** The person against whom the complaint is made.
7. **Employer:** NWO-D and NWO-I.

### **Article 2 – Scope**

1. This regulation applies to personnel of the employers NWO-D and NWO-I.
2. Persons who are not employed by NWO, but who are working under the authority of NWO may submit a complaint under this regulation.

### **Article 3: The confidential adviser**

1. One or more confidential advisers will be appointed by the employer for a period of five years within the context of this regulation. A confidential adviser is eligible for reappointment.
2. The confidential adviser only acts following a direct request from a complainant, guarantees confidentiality and may mediate between the complainant and the accused at the complainant's request.
3. If a complainant turns to the confidential adviser, the events will be discussed in detail without that necessarily leading directly to investigation.
4. The confidential adviser's duties include:
  - a. acting as a contact point for complainants;

- b. acting as a mediator between the complainant and the accused, at the complainant's request;
  - c. advising complainants on any further steps to be taken;
  - d. assisting complainants, on request, who are considering submitting a complaint;
  - e. possibly referring complainants to support agencies outside NWO;
  - f. providing an annual report to the employer and the employee representation bodies;
  - g. calling attention to problem areas;
  - h. providing solicited and unsolicited advice on the policy to be developed with regard to sexual intimidation, aggression, violence, bullying and discrimination.
5. If the complainant decides to submit a formal complaint to the competent authority, the confidential adviser may only play an advisory and supporting role in this regard. The confidential adviser may not provide any legal assistance.

#### **Article 4 – Submission and handling of a complaint**

1. An employee who is faced with sexual intimidation, aggression, violence, bullying and/or discrimination may submit a complaint to the competent authority. If the complaint concerns a member of the Executive Board, the Supervisory Board will act as competent authority.
2. A complaint under this regulation can have great impact on both the complainant and the accused. Parties involved in dealing with a complaint must be aware of this and must exercise suitable discretion.
3. Costs of (legal) assistance for a complainant and costs of support from a support agency may be eligible for reimbursement.

#### **Article 5 – Handling complaints NWO-I**

1. Handling of the complaint will be carried out at NWO-I in accordance with the implementing regulation on individual right of complaint and may concern the conduct of the employer or of other employees.
2. The time limit within which a complaint about sexual intimidation, aggression, violence, bullying and discrimination can be submitted is one year after the contested conduct occurred, unless, in the opinion of the competent authority, special circumstances exist that have forced the complainant to require a longer time limit.

#### **Article 6 – Handling complaints NWO-D**

1. The complainant must submit a complaint in writing to the Executive Board. The complaint must be marked 'confidential' and contain at least the following:
  - a. The complainant's name, address and town/city;
  - b. The name of the accused;
  - c. A description of the complaints;
  - d. A description of the steps taken by the complainant, as well as any accompanying documentation.
2. The time limit within which a complaint about sexual intimidation, aggression, violence, bullying and discrimination can be submitted is one year after the contested conduct occurred, unless, in the opinion of the competent authority, special circumstances exist that have forced the complainant to require a longer time limit.
3. The Executive Board must hand over the letter in person to the official secretary of the NWO-D Advisory Committee on Personnel Matters. The secretary must ensure that the complaint is sent in a strictly confidential manner to the committee members.
4. Once the investigation by the Advisory Committee on Personnel Matters, as referred to in Article 4, is underway, the competent authority may take the measures that it deems necessary to keep the relationship between the parties involved viable, so that work can carry on as normal.
5. Within two weeks of submission of the complaint, the Advisory Committee on Personnel Matters will assess whether the complainant has a cause of action and will notify the complainant and Executive Board thereof, supported by reasons. If required, the committee can obtain information from the confidential adviser if he/she has already been involved by the complainant at an earlier stage. If the Advisory Committee on Personnel Matters finds that the complainant does not have a case, the Executive Board will make a reasoned decision within four weeks of receipt of that finding. If the complainant is found to have a case and the complaint is taken into consideration, the Advisory Committee on Personnel Matters will send a copy of the complaint and the documents submitted to it to the accused.
6. When considering the complaint, the Advisory Committee on Personnel Matters will hear the complainant and the accused separately. A report will be prepared of both hearings. The confidential adviser may attend the hearing of the complainant, if the complainant so requests.
7. Both the complainant and accused may be assisted by a legal adviser.
8. If the accused does not appear after being summoned to do so by the Advisory Committee on Personnel Matters, the committee may request the Executive Board to order the accused to appear before the committee.
9. Meetings of the NWO Advisory Committee on Personnel Matters are not open to the public.

10. The committee will issue its written report to the Executive Board within six weeks after submission of the complaint to the Executive Board. This report will include an opinion.
11. The Advisory Committee on Personnel Matters may postpone the issuing of the report for no more than four weeks. The Executive Board, the complainant and the accused must be given notice hereof, supported by reasons.
12. Within two weeks of receipt of the report and opinion from the Advisory Committee on Personnel Matters, the Executive Board will make a decision regarding the complaint. This decision will be immediately communicated in writing to the complainant and the accused. A copy of the complaint will be sent to the committee.
13. If the Executive Board's decision differs from the committee's opinion, this must be substantiated in the decision.
14. Both the complainant and the accused may lodge a notice of objection against the Executive Board's decision within six weeks, after which the objection procedure will come into effect in accordance with the Dutch General Administrative Law Act.

#### **Article 7 – Final provisions**

Complainants, confidential advisers, the official secretary of the NWO-D Advisory Committee on Personnel Matters and the members of the NWO-I Complaints Committee may not be affected adversely in their position at NWO because of their aforementioned duties.

## Implementing regulation 14 – Whistleblowing policy

### Introduction

For NWO, integrity in its actions is an essential prerequisite for being able to carry out its statutory duties. Integrity begins with the ethical conduct of all employees. The employees are aware that NWO manages public money and that it has a social responsibility to use those funds carefully and in the interests of society.

The operating procedures at NWO are structured so as to maximally support ethical behaviour within the organisation. This means, for instance, a transparent and objective procedure for granting subsidies and the strictly organised management of and accountability for financial resources entrusted to NWO.

Integrity in the sense of careful and responsible actions with regard to the content of the work relies on the employee being similarly orientated towards 'society' as the NWO organisation itself.

This whistleblowing policy provides the opportunity to report malpractices that may impair integrity in a regulated way. The scheme is, however, intended as a last resort. In an ideal world, it would never be necessary to blow the whistle if, indeed, NWO employees were always aware of the importance of applying integrity in their work and if a culture prevailed in which this could also be properly debated.

The whistleblowing policy ties in with the Dutch Whistleblowers' Centre Act on the basis of which a reporting centre (The Whistleblowers' Centre) was set up. As a general rule, employees can report suspected malpractice there if a report to the employer did not deliver a satisfactory outcome.

This whistleblowing policy does not relate to violations of academic integrity. The separate 'Complaints Regulations on Academic Integrity' apply for this.

The whistleblowing policy is further not intended for the submission of personal complaints or criticism of the policy of NWO.

### Whistleblowing policy in general

Culture and behaviour go hand in hand. NWO ensures that integrity in actions is something that must be openly debatable among colleagues and between supervisors and employees. The formal procedure of the whistleblowing policy should only come into play if there is (suspicion of) actual malpractice. According to the definition in the Declaration of the Dutch Labour Foundation, 'whistleblowing' is taken to mean:

*The external revelation by an employee (whistleblower) of suspected illegal or immoral practices that take place under the responsibility of the employer and on account of which a significant social interest is at stake (to people who would possibly be able to undertake action against it).*

When the whistle is blown, this may have substantial consequences for both the whistleblower and the accused. The whistleblower must be aware of the possible impact of his/her formal actions.

The whistleblower may never be adversely affected in his/her position at NWO for blowing the whistle. This policy must therefore also protect the whistleblower's position. On the other hand, the policy is not intended to give an employee a licence to make rash accusations or cause obvious intentional harm to colleagues or the organisation.

As a rule, the employee or department against whom or which the accusation is made is considered: 'innocent until proven guilty'. This means that the process following the receipt of a report is based on the objective assessment of the reported suspected malpractice, and that fault or blame is not addressed before the competent person finds that there has indeed been malpractice.

A procedure has been set up for NWO which makes it possible to first internally report and investigate suspected malpractice. If the employee does not agree with the outcome of the internal procedure, he/she may report the malpractice to an external committee.

### Article 1 – Definitions, scope and legal protection of the whistleblower

1. In this regulation, the terms below have the stated meaning:

- a. suspected malpractice: the suspicion of an employee that there is malpractice within the organisation where he/she works or has worked, or at another organisation if he/she has come into contact with the organisation through his/her activities, in so far as:
  1. the suspicion is based on reasonable grounds, which arise from knowledge that the employee has obtained at his/her employer or which arise from knowledge that the employee has obtained through his/her activities at another company or another organisation, and,
  2. social interest is at stake through the breach of a statutory regulation, a public health hazard, a threat to the safety of people, a risk of deterioration of the environment, or a danger to the proper operation of the public service or a company as a result of an improper way of acting or an omission;
- b. the employer: NWO-D and the NWO-I foundation;
- c. the employee: every employee who is employed or was employed by the employer or the person who performs or has performed work for the employer other than in the context of an employment relationship;
- d. competent authority: the Executive Board of NWO-D or the board of NWO-I;
- e. the confidential adviser: the person appointed by the competent authority to whom the employee can internally and confidentially report a suspected malpractice;

2. The NWO whistleblowing policy applies to every report of suspected malpractice by an employee.

## **Internal procedure**

### **Article 2 – Internal report**

1. An employee who wishes to report suspected malpractice must report this to his/her direct manager, or to this person's manager if he/she does not wish to report the matter to his/her direct manager, or to the confidential adviser appointed by the competent authority.
2. The supervisor or confidential adviser must ensure that the competent authority is immediately informed about a report of suspected malpractice and the date on which the report was received.
3. If the employee has reported suspected malpractice to the confidential adviser, the confidential adviser will also inform the employee's supervisor, unless doing so would mean that the employee's identity would be immediately exposed, contrary to a specific request that his/her identity remain confidential. In that case, a higher-ranking supervisor will be informed. The employee may ask the confidential adviser not to reveal his/her identity. The employee may retract this request at all times.
4. Once suspected malpractice is reported, the competent authority will immediately start an investigation.
5. The competent authority will send a confirmation of receipt to the employee who reported the suspected malpractice. The confirmation of receipt will set out the suspected malpractice and state exactly when the employee reported the suspicion to the supervisor or confidential adviser. If the employee has requested that his/her identity not be made known, the competent authority will send the confirmation of receipt to the confidential adviser.

### **Article 3 – Handling of the report by the employer**

1. Once suspected malpractice is reported, the competent authority will start an investigation unless:
  - a. the suspicion is not based on reasonable grounds, or
  - b. it is clear in advance that the reported incident is not related to suspected malpractice.
2. If the competent authority decides not to start an investigation, it will inform the reporter of the incident in writing, supported by reasons, and within two weeks after the internal report.
3. The competent authority will assign the investigation to persons who are independent and impartial, and will inform the incident reporter about who will be conducting the investigation.
4. The incident reporter will be given the opportunity to be heard during the investigation.
5. The investigators will record their findings in writing and will provide the incident reporter with the opportunity to make comments about these findings, unless serious objections to this exist in the opinion of the investigators. The incident reporter will receive the definitive investigation report unless serious objections to this exist in the opinion of the investigators. In the case of both exceptions, the incident reporter will receive an explanation of those objections recorded in writing.
6. The competent authority will inform the incident reporter, or the confidential adviser if the reporter has asked for his/her identity not to be revealed, in writing within eight weeks of submission of the report, regarding its position on the reported suspected malpractice and regarding any actions and/or measures that have been taken in response to this.
7. If the position cannot be stated within eight weeks, the competent authority may postpone the matter for up to four weeks. The competent authority will notify the incident reporter or the confidential adviser hereof in writing.
8. The competent authority will provide the incident reporter with the opportunity to react to the investigation report and the position of the employer. The competent authority may decide to carry out a new or additional investigation if the reaction of the incident reporter should warrant this in the opinion of the competent authority. The aforementioned provisions about carrying out the investigation will apply mutatis mutandis.

### **Article 4 – Protection of the incident reporter against prejudice**

1. The employer will not prejudice the incident reporter in connection with reporting suspected malpractice properly and in good faith to the employer or to an external body.
2. Prejudice is, in any case, taken to mean:
  - a. dismissal, or premature termination of or failure to extend a temporary employment contract;
  - b. taking a disciplinary measure;
  - c. imposing a research ban, gagging order, workplace ban and/or order prohibiting contact on the incident reporter or his/her colleagues;
  - d. changing the duties of, relocating or transferring the incident reporter, other than at his/her request;
  - e. refusing a request from the incident reporter to relocate or transfer, or change workplace;
  - f. withholding salary increases, bonuses, promotion opportunities and suchlike;
  - g. not accepting sickness absence or rejecting a leave request.
3. If the employer takes any measure as meant in subsection 2 against the incident reporter within the foreseeable future after a report, it will give reasons for this measure and will guarantee that this measure is not connected with reporting suspected malpractice properly and in good faith.

4. The employer will ensure that the supervisors and colleagues of the incident reporter refrain from any form of prejudice that hinders the personal or professional performance of the reporter. This includes:
  - a. bullying, ignoring and excluding the reporter;
  - b. making unfounded or disproportionate accusations with regard to the performance of the reporter;
  - c. effectively imposing a research ban, gagging order, workplace ban and/or order prohibiting contact on the reporter or his/her colleagues;
  - d. intimidating the reporter.
5. If the incident reporter believes that he/she is being prejudiced, he/she can report this to his/her supervisor, the confidential adviser or the competent authority.

#### **Article 5 – External report**

1. After filing an internal report of suspected malpractice, the incident reporter can file an external report if:
  - a. the incident reporter does not agree with the decision not to conduct an investigation, as referred to in article 3 subsection 2, or does not agree with the position of the competent authority about the reported suspected malpractice, as referred to in article 3 subsection 6;
  - b. the incident reporter has not received a position within the period as referred to in article 3, subsection 7 or subsection 8;
2. The incident reporter can file an external report of suspected malpractice directly, if first filing an internal report cannot be reasonably expected of him/her. That is, in any case, the situation if any legal requirement so dictates or there is a question of:
  - a. acute danger, whereby a compelling and urgent social interest necessitates an immediate external report;
  - b. a reasonable suspicion that the competent authority is involved in the suspected malpractice;
  - c. a duty to file a direct external report.
3. The incident reporter can file an external report with an external body that is best qualified for that in the reasonable opinion of the reporter. External body is, in any case, taken to mean:
  - a. a body that is charged with investigating criminal offences;
  - b. a body that is charged with monitoring compliance with any legal requirement;
  - c. another competent authority where the suspected malpractice can be reported (including the investigation department of the Whistleblowers' Centre).

#### **Article 6 – Reporting**

The competent authority will report to the Central Works Council once a year on reports of suspected malpractice and the result of the handling thereof.

#### **Final provision**

#### **Article 7 – Publication**

NWO will ensure that this regulation is published in such a way that it is easily accessible to all employees. This also applies to the name and address of the confidential adviser.

## **Implementing regulation 15 – Recruitment code**

### **Article 1 – Basic principles of the recruitment and selection policy**

1. NWO applies a recruitment code that is derived from the recruitment code of the Dutch Association for Personnel Management & Organisational Development (*Nederlandse Vereniging voor Personeelsmanagement & Organisatieontwikkeling*, NVP). The NVP recruitment code contains basic rules that work organisations and job applicants should observe, in the opinion of the NVP, in the recruitment and selection of personnel to fill vacancies.  
The NWO recruitment code contains the basic rules that NWO takes into consideration for external recruitment and selection to fill vacancies. The code also applies, insofar as it is applicable, to internal recruitment.
2. The basic principles of NWO's recruitment and selection policy are:
  - a. Selection takes place on the basis of suitability for the position;
  - b. Where appropriate, an affirmative action policy may be applied for disadvantaged groups in the labour market;
  - c. Candidates will be properly and fully informed about the procedure, the job description and the place occupied by the job within the organisation;
  - d. Candidates will only be asked for the information needed to evaluate their suitability for the position;
  - e. The applicant will provide the information that NWO needs in order to form an accurate impression of his/her suitability for the vacant position and his/her professional competence, and he/she will not withhold any information which he/she knows or ought to understand is important for filling the position for which he/she is applying;
  - f. NWO is transparent towards the applicant about information obtained from public sources (internet) and this information will be discussed, if relevant, with the applicant;
  - g. The privacy of the candidate will be guaranteed and the information provided by the candidate will be treated confidentially and with due care.

### **Article 2 – Creation of the vacancy**

1. In the event of a vacancy, a job description will be drawn up stating the relevant characteristics. These include tasks and responsibilities, job requirements, place in the organisation, nature of the employment (temporary or permanent), working hours and place of work.
2. Job requirements relate to professional ability (education, knowledge and experience), conduct and personal characteristics. Requirements with respect to personal characteristics will only be set if they are necessary in connection with proper performance of the job and are legally permissible.

### **Article 3 – Recruitment**

1. In addition to the relevant characteristics of the vacancy, a job advertisement must state the method of recruitment (submission of an application letter and curriculum vitae), any special selection procedures/means (such as a psychological examination), any pre-employment medical examination and the period within which the job application must be made.
2. A certificate of good conduct (*verklaring omtrent gedrag*, VOG) is part of the selection process for a number of positions and at a number of organisational units of NWO. If a VOG is requested that will be specified in the text of the vacancy. The costs of a VOG are reimbursed by NWO.
3. If an affirmative action policy for specific groups is pursued, this will be mentioned explicitly.

### **Article 4 – Selection phase**

1. The P&O department of the relevant NWO institute or office will notify the candidate as soon as possible (within a few weeks) after the closing date for reactions:
  - a. if he/she is unsuccessful;
  - b. if he/she will be invited for an interview;
  - c. if his/her application will be kept on file.
2. If an applicant is invited for an interview, or if his/her application will be kept on file, the expected duration of the selection procedure will be stated and the applicant will be informed about the procedure to be followed.
3. The applicant will only be asked questions about aspects that are relevant for the position and/or job performance, such as professional competence (education, knowledge and experience).

### **Article 5 – Further inquiry**

1. If the selection committee wishes to obtain further information from third parties regarding the applicant, prior permission for this will be asked from the applicant. The desired information must relate directly to the vacancy to be filled and may not disproportionately infringe upon the applicant's privacy.

2. If a psychological examination is carried out in the selection procedure, the results thereof will only be used in the selection procedure with the applicant's permission.
3. A medical examination in connection with the appointment may only take place if medical fitness requirements must be set for the performance of the job. The examination will be carried out by a doctor, under the responsibility of an occupational health and safety service, in accordance with the statutory regulations applicable to such an examination.

#### **Article 6 – Final selection and decision**

1. If NWO decides at any stage of the recruitment procedure that an applicant is not eligible for the vacant position, it must notify the applicant thereof as soon as possible. The applicant must also be informed of the possibility to request an explanation, by telephone or otherwise, as to why his/her application was unsuccessful.
2. Written information relating to unsuccessful applicants will be destroyed as soon as possible. This will be mentioned to the unsuccessful applicant.
3. The applicant's details may only be kept on record for other vacancies with his/her permission.
4. All agreements will be recorded in writing on entering into employment.

#### **Article 7 – Handling complaints**

1. A written complaint from an applicant who believes that he/she has been treated carelessly, unfairly or improperly will be handled with due observance of the applicable NWO-D or NWO-I complaints procedure.
2. If the applicant believes that he/she has received an unsatisfactory answer to a complaint submitted by him/her in writing, he/she may turn to the National Ombudsman or the NVP.



## **Implementing regulation 16 – Regulation on the use of Alcohol, Drugs and Medicines (ADM)**

### **Preamble**

Employees are entitled to a healthy and safe working environment. The Working Conditions Act provides for this through regulations and rules that oblige the employer to prevent or limit risks in the field of health and safety. Policy on the use of alcohol, drugs and certain medicines during work is part of occupational health and safety management. The basic principle is that use of alcohol and drugs is not compatible with the execution of activities and that attention is paid to medicine use that may influence performance.

When drawing up the policy, the '*STECR*<sup>5</sup> *Werkwijzer Verslaving en Werk*' (STECR Manual on Addiction and Work) was applied. According to the Manual, use of substances can have serious consequences in combination with work. Consider, for example, working with dangerous machines, test set-ups or hazardous substances. As another example, if important (financial) decisions are made by an employee who is under the influence, this may lead to major risks for the organisation and for those directly involved. With this regulation, NWO wants to prevent the negative consequences of alcohol, drugs and medicine use, such as accidents, material and immaterial damage, reduced quality of services, illness and absenteeism.

An ADM policy also has a preventative role. The employer must provide good and safe working conditions. An ADM policy is therefore first and foremost an instrument that contributes to such conditions, in which there is room for supervision of problem cases by the employer, as a result of which harm to the employee and employer is prevented and unsatisfactory performance as the result of an addiction problem is identified at an early stage. As part of this ADM policy, employees should also call their colleagues to account for irresponsible alcohol use during - for example - a drinks party or staff outing.

In short, the policy focuses both on the interests of the individual employee and on the interests of the organisation (economic interests, safety aspects and image), whereby the basic principle is that the greatest possible effort is made to keep the employee at the organisation.

For the sake of clarity: the employer is aware of the limited opportunities for monitoring compliance with this policy if employees perform their work outside the field of vision of NWO. In addition, legally establishing drunkenness (by means of breathalyser tests and suchlike) is not within the scope of the employer. The aim of this policy is therefore to explicitly clarify that the employee himself/herself bears considerable responsibility for compliance with these agreements.

### **Article 1 – Definitions**

In this regulation, the terms below have the stated meaning:

1. Alcohol: alcoholic drink(s).
2. Drugs: the types of drugs specified in the Dutch Opium Act. This concerns hard drugs (such as heroin, cocaine, XTC, GHB, etc.) and soft drugs (such as hash and weed).
3. Being under the influence: this may be evident, among other things, from the smell of alcohol on the breath, standing unsteadily, slurred speech, rowdiness or aggressive behaviour, but this may also be evidenced by the fact that someone sees the employee drinking (large amounts of) alcohol or using drugs.
4. Employee:
  - a. an employee employed by NWO;
  - b. a person who performs (paid or unpaid) work for NWO, other than in employment.
5. Medicines: medicines that come with a warning label, which may influence the mental and/or physical capacity (including sleeping pills and sedatives).
6. Workplace: the working environment of the employee, places where the employee performs his/her work on the instructions of the employer, including a possible home office or (foreign) conference location.

### **Article 2 – Alcohol and drugs**

1. It is not permitted to be under the influence of alcohol and/or drugs while performing work.
2. All other statutory regulations relating to possession and use of drugs apply in full to the workplace.
3. Low-alcohol drinks (beer and wine) are only provided by NWO after working hours if there is a designated festive occasion (such as staff outings, receptions, Christmas and New Year's drinks, et cetera) in a location designated for that purpose.

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<sup>5</sup> *Stichting Expertisecentrum Reintegratie* (Reintegration Expertise Centre Foundation)

### **Article 3 – Responsibilities of the employee<sup>6</sup>**

Each employee must behave like a good employee and is expected to use alcohol responsibly and consequently not cause any nuisance through improper behaviour.

### **Article 4 – Medicines**

1. The employee is responsible himself/herself for the responsible use of medicines before or during the performance of work and must observe the warnings and possible side effects of medicines and act accordingly.
2. The employee must, in reasonableness, discuss with his/her GP or the company doctor the use of medicines that may influence his/her mental and/or physical capacity according to the label, yellow sticker and/or patient information leaflet, and which may have consequences for the performance of work. The employee will act in accordance with the advice of the doctor.
3. If the (company) doctor concludes that the medicines may influence the mental and/or physical capacity and may have consequences for the proper performance of work, then the employee will inform the employer of this as soon as possible.
4. The employer will decide, following advice from the company doctor, if the employee can (continue to) perform his/her work while using the prescribed medicines. The employee will only record any possible adjustment to the employee's duties. The employer will not record medical data.

### **Article 5 – Responsibilities of the employer**

1. Upon commencement of employment, employees will receive information about the ADM policy of NWO and this policy will be publicised.
2. Upon discovery of a violation of the ADM regulation or upon suspicion thereof, the employee will be immediately called to account about this by his/her supervisor. A (short) report of the discussion will be drawn up and will be signed by the supervisor and the employee. The discussion report will be kept in the personnel file.
3. If the employee is 'under the influence', or if there is a strong suspicion that the employee is 'under the influence', he/she will be denied access to the workplace for the rest of the working day (collective labour agreement article 11.3).
4. At the request of the supervisor, the company doctor and/or the staff welfare officer may offer (individual) advice in the field of alcohol, drugs and medicines.
5. The competent authority is charged with monitoring compliance with this regulation.

### **Article 6 – Sanctions**

1. The competent authority can, on the recommendation of the supervisor, take (disciplinary) measures if the employee does not comply with the provisions in this regulation.
2. Violation of this regulation may result in disciplinary measures for employees, as referred to in chapter 11 of the Collective Labour Agreement (CAO) for Research Institutes.
3. Violation of this regulation by persons who are not employed by NWO and who perform (paid or non-paid) work for NWO will be reported to their respective employer.
4. Violation of this regulation may result in termination of the cooperation and/or agreement.

### **Article 7 – Other provisions**

1. The NWO-IR 11 Right of Complaint against NWO-I as employer and the NWO-IR 12 Objection Procedure for Personnel Matters against NWO-D as employer are applicable to the application of this regulation.
2. In cases not provided for by this regulation, or if there is doubt concerning the application of this regulation, the (institute) director will decide.
3. If this regulation does not provide for special circumstances in individual cases, or if the application of this regulation would lead to obvious unfairness, the employer may deviate in favour of the employee or lay down further rules.

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<sup>6</sup> See article 1.6.1. CAO-OI.

## Implementing regulations Appendix 1 – Commuting allowance

### Commuting allowance as from 1 January 2018

<b>One-way commuting distance</b>	<b>1 day per week</b>	<b>2 days per week</b>	<b>3 days per week</b>	<b>4 days per week</b>	<b>5 days per week</b>
1-2 km	€0.86	€1.71	€2.57	€3.42	€4.28
2-3 km	€1.71	€3.42	€5.14	€6.85	€8.56
3-4 km	€2.57	€5.14	€7.70	€10.27	€12.84
4-5 km	€3.42	€6.85	€10.27	€13.70	€17.12
5-6 km	€4.28	€8.56	€12.84	€17.12	€21.40
6-7 km	€5.14	€10.27	€15.41	€20.54	€25.68
7-8 km	€5.99	€11.98	€17.98	€23.97	€29.96
8-9 km	€6.85	€13.70	€20.54	€27.39	€34.24
9-10 km	€7.70	€15.41	€23.11	€30.82	€38.52
10-11 km	€13.55	€27.11	€40.66	€54.21	€67.77
11-12 km	€14.91	€29.82	€44.73	€59.63	€74.54
12-13 km	€16.26	€32.53	€48.79	€65.06	€81.32
13-14 km	€17.62	€35.24	€52.86	€70.48	€88.10
14-15 km	€18.97	€37.95	€56.92	€75.90	€94.87
15-16 km	€20.33	€40.66	€60.99	€81.32	€101.65
16-17 km	€21.69	€43.37	€65.06	€86.74	€108.43
17-18 km	€23.04	€46.08	€69.12	€92.16	€115.20
18-19 km	€24.40	€48.79	€73.19	€97.58	€121.98
19-20 km	€25.75	€51.50	€77.25	€103.01	€128.76
20-21 km	€27.11	€54.21	€81.32	€108.43	€135.53
21-22 km	€28.46	€56.92	€85.39	€113.85	€142.31
22-23 km	€29.82	€59.63	€89.45	€119.27	€149.09
23-24 km	€31.17	€62.35	€93.52	€124.69	€155.86
24-25 km	€32.53	€65.06	€97.58	€130.11	€162.64
25-26 km	€33.88	€67.77	€101.65	€135.53	€169.42
26-27 km	€35.24	€70.48	€105.72	€140.95	€170.00
27-28 km	€36.59	€73.19	€109.78	€146.38	€170.00
28-29 km	€37.95	€75.90	€113.85	€151.80	€170.00
29-30 km	€39.30	€78.61	€117.91	€157.22	€170.00
30 km or more	€40.66	€81.32	€121.98	€162.64	€170.00

## **Implementing regulations Appendix 2 A – Interview cycles NWO-D:**

### **Result and development interview**

#### **Terms**

Employee: the employee as referred to in Article 1.1.32 of the Collective Labour Agreement. Supervisor: the hierarchical supervisor.

Source: the person who, at the supervisor's request, provides information about the employee's performance of his/her duties.

Assessment: that part of the result and development interview in which the supervisor provides his/her assessment of the realisation of the result objectives and the development agreements.

Position: the set of activities assigned to the employee as laid down in the job description.

Result objective: concrete and measurable agreement, made within the context of the position, about the activity/project/task to be realised by the employee in a year.

Development agreement: agreement about desired development and activity to be undertaken in order to support and stimulate the development and deployability of the employee in his/her own position or oriented towards his/her career.

#### **Article 1 – Content of result and development interview**

The result and development interview includes:

- the report of and the discussion concerning the realisation of the result objectives and development agreements that were determined for the preceding year;
- the assessment of the realisation of the result objectives and development agreements that were determined for the preceding year;
- the discussion about and the assessment of the manner in which the employee has put the realisation of the result objectives and development agreements into practice;
- the discussion about and the determination of the result objectives for the coming year;
- the discussion about the development of the employee, and about the preconditions and the support provided by the supervisor that are required in order to realise the result objectives;
- the agreement concerning the method of monitoring the progress towards the realisation of the result objectives throughout the year;
- the discussion about and the agreements concerning other subjects, including, among others, support from and collaboration with the supervisor, working conditions and ancillary activities.

#### **Article 2 – Interview frequency**

- a. In principle, a result and development interview will be held between each employee and his/her supervisor once a year, at the same time each year.
- b. The employee and supervisor will discuss the progress of the result objectives and the development agreements at least once a year.

#### **Article 3 – Invitation to the interview**

At least four weeks prior to the result and development interview, the supervisor will send the employee an invitation to this.

#### **Article 4 – Participants in the interview**

The interview will be held between the supervisor and the employee. If a source has a managerial relationship with the employee, whether hierarchical or functional, it can be agreed that this source will participate in the discussion.

#### **Article 5 – Sources**

- a. In order to obtain a comprehensive impression of the realisation of the result objectives and development agreements, sources (usually two) will be consulted.
- b. The supervisor and employee will agree on which sources will be consulted no later than two weeks prior to the result and development interview. In the case of a difference of opinion as to which sources to consult, the next higher-ranking supervisor will decide.
- c. Information that the source is asked to provide shall be of a factual nature whenever possible.
- d. The supervisor will consult the sources in writing and may ask them to provide clarification.
- e. The information that the sources provide will also be made available to the employee.
- f. The employee who is requested to act as a source has the right to refuse that role.
- g. The source is expected to exercise scrupulousness when providing the information requested.

## **Article 6 – Pre-assessment report**

After having received the invitation to the interview, the employee will draw up a report about the result objectives and development agreements that have been agreed on in the course of the preceding year, as well as their realisation. The result and development interview form is used for this purpose. The employee will send the report to his/her supervisor no later than two weeks prior to the result and development interview.

## **Article 7 – Discussion of the realisation of the result objectives and development agreements**

Based on the report drawn up by the employee, the information provided by the sources and the supervisor's own judgement, the supervisor and employee will discuss the realisation of the objectives and agreements. The realisation of the objectives will be determined by the supervisor and the employee.

## **Article 8 – Assessment**

- a. The realisation of the result objectives and development agreements that were agreed upon in the course of the preceding year constitutes the basis for the assessment.
- b. The assessment and a written explanation of it will be noted by the supervisor on the result and development interview form.
- c. The assessment will be given per result objective, as well as for the realisation of the development agreements. These assessments will be jointly included in the overall assessment.
- d. The manner in which the employee has put the realisation of the result objectives and development agreements into practice will also be considered as part of the overall assessment.

## **Article 9 – Determination of the result objectives for the coming year**

Both the supervisor and employee can propose result objectives. The supervisor and employee will agree on the result objectives during the discussion. In the case of an irresolvable difference of opinion about the new result objectives, the next higher-ranking supervisor will be informed. If necessary, this person will determine the result objectives in consultation with the employee and the supervisor.

## **Article 10 – Development agreements**

The agreements about the employee's development may relate to:

- a. the development of competences that are required to successfully work towards realising the result objectives and to support deployability within the current position and in the future career;
- b. training/coaching and suchlike;
- c. career development and mobility, as well as the support thereof by the employer.

## **Article 11 – Discussion of the progress of the agreements made (as referred to in Article 2)**

The employee and supervisor will discuss the progress of the agreements made at least once a year. During the result and development interview, the supervisor and employee will agree upon the manner in which the progress of the agreements made will be monitored. In the event of a change of circumstances that could impact the result and development agreements made, the agreements can be adjusted in the course of the year.

## **Article 12 – Signature and delivery to the employee**

- a. The assessment will be signed as seen by the employee and signed for adoption by the supervisor.
- b. The result and development agreements will be signed for approval by the employee and the supervisor.
- c. The employee will sign within the reservations period as referred to in Article 15. If the assessment and/or the result and development agreements are adjusted as a result of a submitted reservation, the employee will sign within one week after the adjustment has been implemented.
- d. The adopted assessment will be delivered to the employee:
  - by the handing over thereof by the supervisor. In that case, the date of handing over will be stated on the report of the result and development interview;
  - by post. In that case, the adopted assessment will be accompanied by a letter containing the assessment decision.

## **Article 13 – Archiving**

The supervisor will send the signed report of the result and development interview to P&O. The report will be included in the personnel file.

## **Article 14 – Role of P&O and the P&O adviser**

P&O has an advisory role with regard to the preparation for and execution of the result and development interviews. P&O will monitor the execution of the result and development interviews. At the request of the supervisor or the employee, the P&O adviser can be present at the interview.

## **Article 15 – Reservations about the content of the result and development interview**

- a. If an employee disagrees with the content of the interview, he/she can make his/her reservations known to his/her supervisor during the interview, or no later than two weeks from the date of the result and development interview. In that case, a follow-up interview will take place between the supervisor and the employee.
- b. Reservations can relate to any aspect of the result and development interview.
- c. If an employee has reservations about the assessment, the supervisor will adopt the assessment within two weeks after the follow-up interview about the reservations has taken place. Should this situation arise, the supervisor will adjust the assessment insofar as he/she agrees with the reservations.

## **Article 16 – Objection**

- a. The employee may object to the assessment decision (i.e. the assessment delivered to the employee in accordance with Article 12).
- b. Any objection to the assessment decision will be handled with due observance of the NWO Objection Procedure for Personnel Matters.
- c. The result and development agreements and other agreements that are made during the result and development interview do not constitute decisions. No objection can be made to those elements.

## **Explanation of the result and development interviews NWO-D**

### **General explanation**

NWO attaches importance to a motivating working environment in which the objectives of the organisation and the ambitions and wishes of the employees are attuned to one another. In this regard, supervisors are expected to direct and assess their employees' results in a transparent and careful manner. The organisation is increasingly called to account for the results achieved. This development is leading to the relationship between employer and employee becoming more result-driven as well. In that respect, it is important to pay attention to professional development and to nurturing the talents of employees. This is an important factor in order to be able to safeguard the excellent performance of the organisation now and in the future, to motivate employees, and to support their deployability now and in the future.

For this reason, the personnel interviews for the NWO office, ASTRON, SRON and NSCR have been redesigned with the focus placed on results and development. We have therefore named this interview the **result and development interview**.

The result and development interview supports an approach to work which attaches importance to taking responsibility. By making concrete agreements about the results to be achieved by the employee, the support to be provided by the employer and the supervisor to that effect, and the employee's personal development, a transparent framework is created within which the supervisor and employee can call each other to account.

At the beginning of the year, the supervisor and employee agree on the results to be achieved by the employee, on the support to be provided by the supervisor and the employer, and on the employee's development. At the beginning of the following year, they discuss the realisation of the result and development agreements, and make new agreements for the rest of the year.

Both employee and supervisor are expected to provide pro-active input to (the preparation for) the interview. The employee and the supervisor also have their own individual roles to play in realising the agreements. The employee has a duty to realise the result objectives and development agreements set out. The supervisor coaches the employee to that effect and creates the preconditions that enable the employee to perform and develop optimally.

In order to ensure that a result and development interview is held with every employee each year, the result and development interview will, in principle, take place during a fixed period of the year. This creates a visible focus for these interviews. In addition, this will enable management, prior to the discussions, to bring the result objectives and development agreements of the individual employees in line with the departmental objectives, and to discuss these jointly in management consultations in order to achieve objectification and shared standardisation. The P&O adviser may be involved in this consultation.

The constituent organisations will determine for themselves during which period of the year they will conduct the interviews. They also have the authority to decide against conducting the interviews during a fixed period. The NWO office and the STW will conduct the annual result and development interviews in the first quarter of each year.

## **Confidentiality**

The result and development interview and the progress interviews are of a confidential nature. Reports of these interviews are intended for the supervisor, the employee and the P&O adviser, and will be included in the personnel file. Other hierarchical supervisors will have access to these reports as well, if necessary. Other persons are only allowed to access these documents with the permission of the employee.

## **Who is talking to whom?**

As a rule, the result and development interview is held between the employee and his/her direct, hierarchical supervisor. If the employee works for more than one supervisor, it can be agreed that the other supervisor will participate in the interview as a source.

## **Sources**

In order to achieve a comprehensive and objective assessment, sources will be consulted (as a rule two). Sources may be direct colleagues, but also employees from other departments with whom the employee collaborates, internal clients or external relations. Anyone who has been in a professional relationship with the assessment subject during the year, and who can be expected to provide useful information for the assessment, can be selected as a source.

When assessing a supervisor, a subordinate will also be consulted as a source. The supervisor and employee agree on which sources will be consulted no later than two weeks prior to the result and development interview.

Any employee who is requested to act as a source has the right to refuse that role. However, if an employee agrees to act as a source, he/she is expected to provide information with integrity and care. The consultation of sources is conducted in writing, and the information provided will also be made available to the employee who is being assessed.

## **Preparation for the result and development interview**

Good preparation for the interview is important in order to come up with good result objectives and a balanced assessment of the preceding year. A development and career orientation process prior to the interview will also contribute to making useful agreements in this regard.

For the supervisor, this entails discussing with the other supervisors within his/her division/area/department the objectives that apply to the department. Based on these, objectives for individual employees can be determined. In addition, supervisors within a department can jointly discuss the proposed assessments of the department's employees. This will enable the development of a shared assessment standardisation.

The employee is also expected to contemplate possible result objectives as well as his/her development and career prior to the interview.

## **Report on the preceding year**

Prior to the result and development interview, the employee will draft a concise report, describing the results achieved as well as the way in which he/she has achieved them. The employee is advised to include the feedback that he/she has received in the course of the year. The employee will also describe what he/she has done to develop himself/herself. The result and development agreements that have been made for the preceding year will serve as the starting point for this report. The employee will hand in the report to his/her supervisor no later than two weeks prior to the result and development interview.

## **Assessment**

The supervisor will provide an assessment for each result objective and for the combined result objectives. In addition, an assessment will be given relating to compliance with the development agreements.

**Please note:** The assessment relating to compliance with the development agreements does not concern the development as such but concerns the effort made to achieve the development, as agreed. The manner in which the employee has tackled the realisation of the result objectives and development agreements will also be considered in the overall assessment.

The assessment will be communicated and clarified on the result and development interview form. The following definitions are given for the assessment qualifications for the result objectives and development agreements as a whole:

**Unsatisfactory:** Shows poor performance, has (largely) failed to achieve the result objectives. There were no mitigating circumstances for this poor performance. Has (largely) failed to fulfil the agreements that were made regarding his/her development and has not provided the supervisor with feedback on the reasons for this failure to fulfil the agreements and result objectives.

**Not (yet) satisfactory:** Has (partly) failed to achieve the result objectives. Has only partly fulfilled the agreements that were made regarding his/her development. Has shown some initiative to discuss with his/her supervisor the reasons for this failure to fulfil the agreements and the result objectives.

**Good:** Has achieved the result objectives and has complied with the development agreements.

**Very good:** Has achieved and surpassed the result objectives. Has worked pro-actively on his/her development and on the development agreements.

**Excellent:** Has achieved and surpassed all result objectives and has realised extraordinary achievements beyond the scope of the result objectives and development agreements.

### **Determination of the result objectives**

Both the supervisor and employee can propose result objectives. Result objectives may be a continuation of earlier result objectives or they may be new objectives. The results and competences manual can be used as a tool for this.

The supervisor is expected to determine, in collaboration with the other supervisors from his/her division/area/department, which results are desired at a departmental level. In line with this, objectives can be determined at an individual level. The targets of NWO and the departments can only be realised collectively. This should be borne in mind at all times when making individual result agreements. In principle, result objectives are determined for the period of one year. However, it may be the case that the activities for which result objectives are agreed cover a longer period of time. In that case it is possible to determine result objectives for a period that exceeds the annual cycle. The aim of the interview between supervisor and employee is for them to reach agreement on the result objectives. If no agreement is reached the first time, it may be a good idea to plan a follow-up discussion in order to come to an agreement. If the supervisor and the employee fail to reach an agreement, the next higher-ranking supervisor will be informed. The next higher-ranking supervisor will then determine the result objectives for the coming year in consultation with the persons involved.

### **Development agreements**

#### **Results and Competences Manual**

A manual has been developed to support the result and development interviews, in which result areas and competences are described for all roles.

#### **Competences**

The result objectives describe *what* must be realised in a certain role. Competences are the skills required to work on the result objectives successfully, describing *how* the tasks within a certain role are carried out.

During the discussion about professional development, the supervisor and employee will jointly explore the extent to which the employee deploys the competences that have been determined for the role, and which development is desired. This can result, among other things, in an agreement to follow a training course or in an agreement relating to guidance and feedback on competences from the supervisor.

#### **Career and development**

In addition, broader agreements can be made about the professional development of the employee. This can relate, for example, to career matters, development steps outside the direct framework of the position and development of talents.

If it is established that the employee is doing well and has settled nicely into his/her position, it may be concluded that no development agreements are required.

#### **Make SMART agreements**

It is important for agreements about result objectives and development to be clear. Good agreements are SMART:

**Specific:** concrete, unambiguous

**Measurable:** how much, how good, how long, when, etc.

**Acceptable:** both the supervisor and the employee must agree to them

**Realistic:** feasible in terms of time, money, facilities and preconditions

**Time-bound:** the progress must be traceable

#### **Discussion of other subjects**

In addition to the agreements about result objectives, development and career, the result and development interview provides scope to discuss other work-related subjects, such as collaboration within the department, sickness absence, working conditions and suchlike. Agreements about these subjects are recorded on the result and development interview form.

#### **Progress of the agreements**

It is advisable for the supervisor and employee to monitor the progress of the agreed objectives and the development agreements throughout the year. The supervisor and employee will discuss their progress at least once a year. In the result and development interview, agreements will be made about the way progress is monitored.

#### **Changes in the course of the year**

In the course of the year, a change of circumstances may occur which affects the agreed result and development agreements. If the nature of the changes is such that the agreements made cannot be fulfilled, this may provide grounds to adjust the agreements made in the course of the year. It is important for both supervisor and employee to discuss such developments in good time.



## **Implementing regulations Appendix 2 B – Interview cycles NWO-I:**

### **Performance, assessment and career development interviews & professional development plans (PDPs)<sup>7</sup>**

#### Preamble

The regulation has been established with the intention of structurally conducting and recording periodic consultations between the direct supervisor and the employee regarding the duties in a specific period. Based on that intention, attention is also paid to the mutual working relationship and the manner of job performance. These consultations take place in annual performance, assessment and development interviews (hereinafter referred to as the performance review).

The nature of the agreements about duties and development in the performance review and assessment interview differ for each type of personnel. In the case of temporary personnel, the focus is placed mainly on that which has to be achieved during the term of the contract and on the continuation of the career after the appointment has ended. In the case of permanent personnel, the focus is placed on that which has to be achieved within a period to be agreed and on further development within the position.

'Career maintenance' is required in order to be flexibly deployable during the entire career. Continuous and increasingly rapid developments also require organisations to adjust their objectives and positioning, as well as their working methods, work structure and work environments.

That is why in the context of such developments it is important for both employees and supervisors to devote regular attention to the optimal deployment and employability of the employee in the long term.

Part I of this regulation describes the aim and the frequency with which the performance review needs to be conducted, as well as the subjects that need to be addressed.

More comprehensive agreements about training, education or specific duties focusing on the longer term may be laid down by the supervisor and employee in a Professional Development Plan (PDP). This will be described in Part II of this regulation. The progress of an existing PDP is a topic for discussion in the performance review of permanent staff.

In the case of researchers in training, the professional development is addressed in the planning and evaluation interview in the transition to the final year.

#### Part I - Performance reviews and assessment interviews

##### **Article 1 – Description**

1. A performance review and assessment interview is understood to mean the consultation between a direct supervisor and an employee in which:
  - a. the performance, including the professional development of the employee, in the previous period is assessed. This period covers one year preferably, but no more than two years after the previous discussion;
  - b. the mutual working relationship and working conditions are evaluated;
  - c. agreements are made about the duties and development for a following period;
  - d. agreements are made about the desired/required development of the employee in the short and longer term<sup>8</sup>.
2. The current and future work that falls under the responsibility of the direct supervisor will be discussed in the performance review.
3. The director will take note of the results of this performance review at the request of an employee, as referred to in article 21 of the Works Council Act, in order to ensure that this employee is not treated unfairly.

##### **Article 2 – Participants**

1. A performance review and assessment interview is held between an employee and the direct supervisor. If the director or working group leader is not the direct supervisor, he/she will determine who this is within the meaning of this implementing regulation.
2. The direct supervisor and the employee can agree, by way of exception, that a third party shall participate in the performance review as an observer. If the direct supervisor and the employee cannot reach agreement about the participation of a third party, the director or working group leader will decide.

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<sup>7</sup> Amended on 1 July 2015

<sup>8</sup> If so required, these agreements may be expanded upon and recorded in more detail in a Professional Development Plan (PDP).

3. If required, an employee may consult a third party in order to prepare for the follow-up interview as referred to in Article 3 subsection 2. That third party may, at the request of the employee, be present as an observer, provided that his/her attendance is announced to the direct supervisor two working days before the interview.

### **Article 3 – Announcement of the interview**

1. The direct supervisor will make agreements with the employee at least two weeks in advance about:
  - the place, time and date of the interview;
  - the manner of preparation based on the standard form (Article 7) and the inclusion of the previous interview report (if available);
  - whether the employee notes his/her vision on his/her performance and development ('review', 'outlook' and 'future prospects') on the form prior to, during or after the interview.
  - When the supervisor is forming his/her opinion about the performance of the employee, it is also possible, in order to increase objectivity, to collect feedback from the direct working environment of the employee, after having received consent for this from the employee. The feedback will be openly communicated during the interview and this will be shown on or appended to the interview form.
2. At the request of the employee or the direct supervisor, the interview may be spread over two dates. This request may also be made during the interview.

### **Article 4 – Information to the next higher-ranking supervisor and personnel officer**

By providing access to the report on the interviews, the direct supervisor will inform the next higher-ranking supervisor and the personnel officer of the agreements made and the actions to be taken. If necessary, a feedback meeting with the employee may take place afterwards. This meeting will be held by the direct supervisor, possibly in the presence of the next higher-ranking supervisor.

### **Article 5 – Objective, topics and frequency**

1. A distinction will be made during the interview between the assessment component ('review') and the performance component, in which a further distinction will be made between the coming period ('outlook') and a vision on the longer term ('future prospects').

The objective of the assessment part of the interview is:

  - a. to evaluate what work was performed in the past period and which results were achieved, where necessary taking specific circumstances into account;
  - b. for the direct supervisor to give an opinion about the job performance and to discuss this. It is useful to also include feedback from the direct working environment of the employee.

The objective of the performance component of the interview is:

  - c. to discuss the working relationship and circumstances that influence performance;
  - d. to determine the duties and points for development for the coming period, taking into account any specific circumstances;
  - e. to make agreements in response to those possible specific circumstances and relating to what the employee has or needs to have in order to be able to successfully fulfil his/her duties in the coming period;
  - f. to discuss the direct supervisor's assessment of potential and the ambitions of the employee for the longer term. The outcome of this interview may be agreements about training, education or specific duties, which may be laid down if required in a Professional Development Plan (PDP, see part II of this regulation for more information about this).
2. The performance review (see subsections 3 to 5) will generally be held once per year. A different frequency is possible with the permission of the director or working group leader.

At the request of the employee, a performance review may take place more often than prescribed.
3. Researchers in training  
The progress of the doctoral research is the main focus of the performance review and assessment interview with researchers in training (called the planning and evaluation interview). Specific areas of emphasis are therefore:
  - the manner in which the researcher in training is developing as a scientist;
  - the educational agreements that need to be made to that end;
  - and with the transition to the final year, the wishes and opportunities for the further career after obtaining the doctorate.
4. Temporarily employed personnel  
Establishing the desires and opportunities for the further career after the end of the temporary employment is a specific topic for this type of personnel. To that end, the supervisor and employee will discuss their ideas about the further career of the employee and actions that may contribute to securing a job immediately following employment with FOM. For employees who are employed on the basis of Article 2.6 subsection 1(a) of the CAO-OI, it will be discussed whether their employment will be converted into employment for an indefinite period of time.

In the case of employment shorter than three years, the interview will be held at least once, halfway through the period of employment.

5. Personnel in permanent employment

The development of the employee in relation to the position and the work package, also in the longer term, is a specific topic for this type of personnel. If the employee has a Professional Development Plan (PDP), the progress of agreements contained herein will be evaluated. A decision may be taken to draw up a (new) PDP, or to amend an existing PDP.

The interview will preferably be held annually, but at least once every two years.

### **Article 6 - Legal position**

1. Each proposal to change the legal position of the employee must be accompanied by a report from a performance review that is not older than one year.

Changing the legal position concerns:

- converting a temporary employment contract into a permanent employment contract (other than after the probationary period);
  - extension of the temporary employment contract;
  - remuneration decisions;
  - promotion;
  - awarding extra pay increments;
  - withholding annual pay increments (see subsection 2);
  - bonuses;
  - awarding performance-based allowance.
2. A decision not to award an annual incremental increase must be based on a performance review report. The report must show that the conclusion is that no incremental increase will be awarded on the next increment date.

### **Article 7 – Standard forms<sup>9</sup>**

A performance review and assessment interview will be held on the basis of a standard form.

The performance review form will be used for all employees, with the exception of researchers in training. A checklist is included in Appendix 1 of this IR.

The planning and evaluation interview form will be used for researchers in training.

### **Article 8 – Reporting and objections**

1. After completing the form, this will signed by the employee, the direct supervisor and the next higher-ranking supervisor:
  - I. The employee is expected to have signed the assessment components of the form as seen (see Article 5 subsection 1b).
  - II. The agreements that the employee and supervisor make during the performance component ('outlook' and 'future prospects') will be signed as correct by the employee.
2. The report will be completed and sent to the employee within a maximum period of four weeks after the last interview. If an employee does not agree with the recording of the interview, an objection may be noted on the form. The next higher-ranking supervisor must then interview the employee about the nature of the objections and subsequently add his/her findings to the report, after which he/she will establish the agreements made and the assessment. If an employee continues to have objections, the implementing regulation on individual right of complaint (IR 17) will apply.

### **Article 9 – Keeping reports**

The FOM personnel officer of the institute or the working group is responsible for keeping the original reports of the performance reviews in the personnel file. These reports must be kept at least until the following interview and no longer than five years.

### **Article 10 – Inspection of the reports**

1. The employee will receive a copy of the signed report in which the performance review and assessment interview is recorded. The original will go the FOM personnel officer of the institute or the working group for filing.
2. Right of inspection of the reports is reserved for those people who have the formal right to inspect a personnel file. This right of inspection is also accorded to the institute personnel officer or employees of the Central Personnel Department.

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<sup>9</sup> Amendments to the standard forms will only be implemented after obtaining the consent of the Central Works Council.

## Part II - Professional development plans (PDPs)

### **Article 11 – Objective, persons involved and frequency**

1. If there is a desire to record agreements about training, education or specific duties more extensively, for example if the agreements are more comprehensive or extend over a longer period, a Professional Development Plan (PDP) may be drawn up.
2. Both the employee and supervisor can take the initiative to draw up a PDP. This will usually arise from a performance review and assessment interview, but the initiative for drawing up a PDP may also be taken separately.
3. The PDP belongs to the employee. The employee is responsible for realising the Plan, together with the direct supervisor. The supervisor and the next higher-ranking supervisor must agree to the agreements in the Plan, including the investments involved in the Plan (in terms of time and/or money).

### **Article 12 – Legal position**

If an employee is granted reimbursement on the basis of IR 4 (Study Facilities) for a training course that costs more than €5,000, the reasoning for this must be recorded in a PDP.

### **Article 13 – Interview preparation**

1. The employee may obtain assistance with drawing up a PDP in the form of professional career advice or in another form. The costs for this will be borne by the employer.
2. The structure included in the appendix to this IR will serve as a guideline for the PDP process.
3. With the help of this structure, prior to the (first) interview the employee can identify and list his/her capacities, desires and opportunities with respect to his/her own work and further career.
4. The direct supervisor will prepare for the (first) interview by using the structure to determine the capacities and competences that will be needed in the future in the organisational unit of the employee. He will compare this with his/her view of the capacities, competences, potential and growth opportunities of the employee.

### **Article 14 – Course of the process and reporting**

1. At the start of the PDP process, the employee and supervisor will determine the reason for drawing up the PDP. They will subsequently exchange ideas concerning the development of the employee. The employee is expected to come up with initiatives for development activities himself/herself. The supervisor will consider these in the light of developments within the unit in which the employee works and, based on this, will indicate the feasibility of the employee's proposals and the desirability for the organisation. The supervisor may also make proposals himself/herself for development activities for the employee, which he/she deems necessary from the perspective of organisational development. The PDP process will continue, in one or more interviews, until the employee and supervisor have reached agreement on concrete development activities and the goal that these activities are aimed at achieving. If required, support with this process may be offered by the Personnel department of the employee's own unit.
2. The following will be recorded in a PDP:
  - the reason for the PDP;
  - the goal: which areas the employee will develop and which result this must produce, how and when it will be determined if the goal has been achieved;
  - agreements about concrete measures and activities that should contribute to achieving the stated development goals. This concerns agreements not only about training and education but also about other activities and measures that will give the employee the opportunity to develop. The following points must be clearly determined for each measure or activity:
    - a. who will take the initiative and the period within which they will be set in motion;
    - b. which investments (in time and/or money) the employer will take responsibility for herein;
    - c. which investments (in time and/or money) are expected of the employee;
    - d. any preconditions to ensure the success of the agreed actions (for example peer support, adjustments to the range of duties of the employee, availability of certain resources and suchlike);
    - e. agreements about (interim) evaluation of the progress and results of the plan.

### **Article 15 – Signature, objections and storage**

1. A PDP will be signed as correct by the employee, the direct supervisor and the next higher-ranking supervisor. When signing, the employee has the opportunity to add his/her own comments to the Plan.
2. If the employee and supervisor cannot reach agreement about the content of the PDP, they will act in accordance with Article 8 subsection 2.
3. The FOM personnel officer of the institute or the working group is responsible for keeping the PDP in the personnel file.

**Article 16 – Inspection of the Plan**

1. The employee will receive a copy of the signed PDP. The original will go to the FOM personnel officer of the institute or the working group for filing.
2. Right of inspection of the PDP is reserved for those people who have the formal right to inspect a personnel file. This right is also accorded to the institute personnel officer or employees of the Central Personnel Department.

## Appendix 1 – BE SMART, CONDUCT A PERFORMANCE REVIEW!

For advice or additional information, you can contact the **Personnel department of the institute or the NWO-I P&O department.**

### Checklist for preparing a performance review, assessment interview and development interview

Conducting a performance review annually offers both supervisors and employees an opportunity, outside the daily work situation, to discuss current job performance, activities for the coming period, mutual cooperation and ambitions for development. Implementing regulation 14 (IR 14 part I) of FOM describes with whom, when and according to which procedure performance reviews need to be held. There is also an interview form available on the website in order to record these interviews. This checklist provides practical information in preparation for the interview.

1. Spend time preparing for the interview. This will benefit the quality.
2. Make agreements about the place, the time and the date of the interview no later than two weeks in advance.
3. Prepare the interview based on the performance review, assessment interview and development interview form and also include the agreements set out in the previous interview report (if available), in addition to the job description.
4. This will help you to form a good impression of the job performance in the past period, as well as the points for development and the ambitions for the coming period and the longer term.
5. Ensure there is honest **feedback** during the interview. Substantiate this with examples and, after obtaining the employee's consent, collect feedback from the direct working environment such as from a colleague or an external contact. Communicate openly about this!
6. Formulate **'SMART'** agreements. You can find several examples of these on page 2.

**S** An agreement is SPECIFIC: focused on the duties of the department and employee, not too general and not too detailed.

**M** An agreement is MEASURABLE: it must be possible to objectively determine whether it has been fulfilled, and it is also determined what is measured and who carries out the measurement.

**A** An agreement is ACTION-ORIENTED: it must concern an action that the employee will take.

**R** An agreement is REALISTIC: feasible, with a realistic chance of success, but sufficiently challenging; part of realistically defining a performance agreement involves determining the conditions under which this is feasible (in terms of resources required, conditions and suchlike).

**T** An agreement is TIME-BOUND: a time frame is determined within which the desired result needs to be achieved; when and how the progress will be reported is also determined.

7. Knowledge, skills and qualities offer concrete points of reference for the assessment. Select (preferably prior to the announcement of the interview) a number of 'points of reference/points for discussion' together from the appended list with examples of relevant skills and qualities per job category.

For advice or additional information, you can contact the **Personnel department of the institute or the NWO-I P&O department.**

### Examples of SMART agreements

Examples are used here to make it clear what is meant with each aspect.

- **Specific:** 'Making a contribution to the knowledge transfer within the department' can be made specific for a technician by saying: 'You are going to familiarise colleague X with skill Y.' Or: 'You will give a lecture on topic Z in the consultative meeting.'
- **Measurable:** Possible suggestions for measurable quantities are: When does something have to be finished? How much of something needs to be done? Which product will there be at the end (an instrument, a research proposal, etc.)? Which effect does an activity need to have (for example, increasing knowledge among colleagues, more support for a specific idea, reduction in complaints and suchlike)? Sticking with the last example: 'Colleague X must be able to perform task Y independently.'
- **Action-oriented:** The action that the employee will take must be expressed in the agreement. 'Improving presentation skills' will be specified as 'Follow a training course and hold a presentation during the departmental consultations at least four times.' Or in the previous example: 'You are going to work on task Y together with colleague X and subsequently have him/her perform task Y under your supervision, until he/she can do it independently.'
- **Realistic:** The specifics of this element is strongly dependent on the discussion between the supervisor and employee. Sticking with the previous examples: if giving presentations needs to be practised, there has to be an opportunity to do that. Or if colleague X needs to be familiarised with task Y, task Y must not be under great time pressure. Or if someone needs to give a lecture, he/she must have the time to prepare for that.
- **Time-bound:** The agreement contains a description of the period within which something is carried out. This may be very specific, for example in a critical project planning: 'Component X must be ready as of date DD.' Or 'A research proposal for programme X must be submitted before the deadline of DD.' Or it may be slightly less specific: 'A publication about subject Y must be accepted by a peer-reviewed journal within a year.' Or 'Colleague X must be able to perform task Y independently within three months at the latest.'

## **Appendix 2 – Planning and evaluation (only for researchers in training)**

### **Introduction**

Planning and evaluation interviews (at least once per year) help the supervisor and researcher in training with goal-oriented work and planning. To this end, FOM offers a **'Taking charge of your PhD project' training course** during the first year, in addition to this set of planning and evaluation interview forms.

### **Planning and evaluation interviews in practice**

A planning and evaluation interview will be held between the supervisor and the researcher in training at least once per year.

Two forms are available (both must be used/completed) for the reporting of the annual planning and evaluation interview between the supervisor and the researcher in training.

1. **Evaluatie afgelopen jaar (Evaluation of the past year) form** in which:
  - the performance delivered and research results achieved in the **past year** are evaluated by the supervisor, on the basis of which:
  - the researcher in training is assessed and agreements are made regarding supervision and/or education and training.
2. **Planning komend jaar (Planning for the coming year) form** in which:
  - the planning of the research for the **coming year** is discussed and determined.

During the entire appointment period, the supervisor and the researcher in training will hold planning and evaluation interviews at least three times (the first time at the end of the first year, the second time at the end of the second year and the last time at the end of the third year/beginning of the fourth year). In the case of researchers in training who are entering their fourth year, attention will be paid in a separate paragraph to the continuation of the career after FOM. FOM would like those with doctorates to choose a career path that suits their capacities and ambitions. You are requested to make a statement regarding the opportunities for the continuation of your career after obtaining a doctorate. A clear position needs to be taken by you, in particular regarding the choice between continuing your career within or outside academia.

You will find all the interview forms required for this (i.e. for each year) combined here in a loose-leaf set. This makes it easier to consult the plans and evaluations from the previous years, if that is necessary when preparing for a following planning and evaluation interview.

### **Why do planning and evaluation interviews take place between the supervisor and the researcher in training?**

The planning and supervision of the doctoral research by the researcher in training and the supervisor must be aimed at completing the research with a doctorate within the set appointment term of four years.

In addition, educating and training researchers in training in order to develop skills that are important for later professional practice occupies a prominent place during the period that the researcher in training is employed within FOM. Goal-oriented and methodical working practice is one of those skills.

Labour market data relating to FOM doctoral candidates demonstrate that obtaining a doctorate within four years provides considerably better job opportunities after FOM. In addition, 'customers' of physicists with a doctorate, and in particular our (former) doctoral candidates, have indicated to FOM that good supervision and methodical working practice during the doctoral research are important elements - to be improved - in order to ensure that doctoral candidates are well-positioned in the labour market.

Many researchers in training also indicate that they want to make a habit of working in a goal-oriented and methodical way, as this is a skill that will also be demanded of them in their next position after FOM. **Planning and evaluation interviews and the 'Taking charge of your PhD project' training course provide the supervisor and the researcher in training with a tool for this.**

These planning and evaluation interviews for researchers in training are not isolated. They form part of more comprehensive measures which the Executive Board decided upon in September 1995. For example, the range of training courses is also aimed at ensuring that researchers in training are equipped with the best possible knowledge and skills during their FOM period, and is further aimed at strengthening the role of working group leaders when supervising researchers in training during the research and when finding a job after FOM.

Researchers in training also invest themselves in some of these training courses, because they use leave for certain non-compulsory courses.

Furthermore, FOM has a cooperative attitude towards opportunities or desires for specific career-oriented measures that may arise in individual situations. You can obtain more information about this via the personnel officer of the FOM institutes and via the CPD.



### **Appendix 3 – Explanation of PDP**

A number of questions are formulated below which can be used by the employee and the supervisor to prepare for a discussion about a professional development plan.

Questions in preparation for PDP - Employee page i

Questions in preparation for PDP - Supervisor page ii

#### **Questions in preparation for PDP - Employee**

These questions are intended for getting ideas about how you would like to further develop in your work. They do not all have to be answered. However, the questions as a whole give an impression of what you can include in your considerations if you reflect on your development. They will also help you to investigate how your own ideas and desires relate to what the employer will want. Generally speaking: the clearer your own ideas about a PDP, the better the PDP will go. Moreover, by preparing well you will make yourself less dependent on the ideas and desires of the employer.

##### Developments in your organisation and in your field of study

- What do you think your field of study will look like in three years' time? Will it have changed a lot? What do you think about this: what appeals to you, and what do you find difficult?
- What do you think your organisational unit will look like in three years' time? Will it have changed a lot? What do you think about this: what appeals to you, and what do you find difficult?
- What do you think your position will look like in three years' time? Will it have changed a lot? What do you think about this: what appeals to you, and what do you find difficult?

##### Developments in your position and in yourself

- Which agreements have you made in your performance review and assessment interview that require a specific development from you? Have agreements already been made about this?
- What are your strengths? Would you like to further develop these?
- Which aspects of your work are you currently having difficulty with? What are your weaknesses/points for improvement? Could these be changed?
- Which new things have you taken on recently in your work? What did you think about these? Did you find them easy, interesting or stimulating? Would you like to further develop these?
- Are there circumstances in your private life due to which you would like to do other things in your work?
- Are you occupied with any activities outside your workplace (for example hobbies, voluntary work, study and suchlike) which you think you could also use in your work?
- What would you like to achieve professionally – within or outside your own department/organisation – in the coming year? And what would you like to have achieved in your work in three years' time?

##### Points for development

- Place the developments in your position, organisation and field of study next to one another and draw conclusions from that. Which change or development do you think is necessary from the perspective of your position and the organisation? What do you think about this?
- Which change or development would you like yourself? What would your supervisor think about that?
- What would you like to propose to your supervisor regarding points you would like to develop?

##### Action plan

Try to come up with actions which can help you move forward in terms of the points you would like to develop further. Do not just consider training courses or conference visits but also other ways to learn: self-study, shadowing a colleague, a work placement or work visit elsewhere, getting special assignments in order to gain new experience, etc.

- What can you invest in this yourself? Which actions can you take yourself already (without your employer having to support you in this)? Can you do things in your own time? Are you prepared to take on some of the costs?
- What do you expect from the employer? What do you further need in your work situation in order to be able to do this? This may concern support from colleagues, necessary resources, adjustment of your duties and suchlike. Will you be able to arrange this?

Do not make any agreements in a PDP which you do not think you can keep! However, you should try to find a challenge for yourself that appeals to you and in which you are able and willing to invest.

## **Questions in preparation for PDP - Supervisor**

These questions are intended for getting ideas about points for development for an employee with whom you are going to draw up a PDP. They do not all have to be answered. However, the questions as a whole give an impression of what you can include in your considerations, and possibly where you still have to make choices or investigate something before being able to conduct a PDP discussion effectively.

### Developments in your department and in your environment

- Which developments do you see taking place in the field of your department? Which of those would you like to stimulate in your department?
- What do you think your organisation will look like in three years' time? Will it have changed a lot?
- What do you think your department will look like in three years' time? Will it have changed a lot? Which developments would you like to stimulate in your department/organisation? Which developments would you actually like to curb?
- What do you think the position of your employee will look like in three years' time? Will it have changed a lot?

### Employee's profile

- Which agreements were made in the last performance review and assessment interview that require a specific development from the employee? Have agreements already been made about this? Did the longer-term professional ambitions of the employee emerge during that discussion?
- What are the employee's strengths? Should they be stimulated?
- What are the employee's weaknesses/points for improvement? Should they be tackled?
- Which specific knowledge and expertise has the employee acquired over the course of time? How do things stand with the demand for this knowledge and expertise, now and in the next three years?
- Which new things has the employee taken on recently? How did that go? Can more work be expected in this area within the department (or elsewhere in the organisation)?
- Are there circumstances in the private life of the employee that (will) cause him/her to do things differently in his/her work?

### Points for development

- Place the developments in your department and environment next to the employee's profile and draw conclusions from that. Which change or development within the employee do you think is necessary from the perspective of the organisation?
- Which change or development do you think the employee would like? What do you think about this?
- What would you like to propose to the employee regarding points that he/she needs to develop?

### Action plan

Try to come up with actions which can help the employee move forward in terms of the points that he/she needs to develop further. Do not just consider training courses but also other ways to learn: self-study, shadowing a colleague, a work placement or work visit elsewhere, getting special assignments in order to gain new experience, etc.

- How feasible is it to execute (or have someone execute) the actions that you have devised? What are you, as the employer, prepared to invest in the actions that you have devised? Is there budget for this? Do not promise anything in a PDP that you cannot fulfil!
- Please note that you should consult the Personnel department if you are considering offering a paid training course to the employee. The reimbursement for this will be granted in accordance with Implementing regulation 4 (Study facilities).
- What do you expect from the employee in terms of initiative and investment?
- What does the employee further need in order to be able to do this? This may concern support from colleagues, necessary resources, adjustment of duties and suchlike.

## **Implementing regulations Appendix 2 C – Interview cycles CWI:**

### **CWI Implementing Regulation on Performance Reviews and PDP**

(see CAO-OI chapters 6 and 7)

#### **Article 1 – General**

1. Performance reviews are held at least once every year between the direct supervisor and the employee in order to evaluate the performance of the employee in the preceding period and make performance agreements for the following period.
2. The direct supervisor of a trainee research assistant is the group leader. The group leader can decide to invite the day-to-day supervisor of the trainee research assistant to the performance review.
3. A Professional Development Plan (PDP) will be drawn up in accordance with the CAO-OI chapter 6.
4. The annual performance review will take place before the end of July.

#### **Article 2 – Performance review**

1. The Job Information Form (*Functie-informatieformulier*, FIF) serves as the starting point for the review. The result agreements made between the supervisor and the employee are also incorporated.
2. During the review, attention is paid to the past, present and future by means of:
  - discussing the result agreements since the last performance review;
  - discussing the way in which the position and the duties have been executed;
  - making and adopting SMART (career) agreements for a specific period;
  - calling attention to strengths and weaknesses;
  - discussing the cooperation and the relationship with the supervisor and colleagues;
  - discussing employment conditions relating to safety, health, welfare and environment;
  - discussing the need to draw up a PDP and, if applicable, the execution and realisation of the PDP.
3. If the need to draw up a PDP is expressed during the review, the direct supervisor will be responsible for the creation thereof within a period of six weeks.
4. In the case of employees with a temporary employment contract, special attention will be paid to activities aimed at finding alternative work after termination of the employment.

#### **Article 3 – Reporting**

1. The agreements that are made during the performance review will preferably be recorded on a form intended for this purpose, which will be submitted to P&O within two weeks.
2. Both the employee and the direct supervisor will sign the form, with the employee having the possibility of signing the form as correct or as seen. Both discussion partners may place comments in the report.  
Finally, the next higher-ranking supervisor will sign the form as seen.

#### **Article 4 – Objection**

If there is difference of opinion between the employee and the direct supervisor, a discussion will take place between the employee, direct supervisor, next higher-ranking supervisor and an employee from P&O. The next higher-ranking supervisor will decide in consultation with P&O and record his/her reasoned decision in writing.

#### **Article 5 – Legal position**

If a review gives rise to consequences relating to legal position, for example in the case of promotion or unsatisfactory performance, an assessment interview will take place.

#### **Article 6 – Compliance**

1. The employer and the employee are both responsible for compliance with the agreements made and actions resulting therefrom.
2. The general director and P&O may undertake action on their own initiative as a result of a review.

#### **Article 7 – Retention period**

P&O will retain the original form from a review for a period of five years.

## **CWI Implementing Regulation on Assessment**

### **Article 1 – Objective**

1. Assessment interviews will be held between the (direct) supervisor and the employee in preparation for a decision relating to legal position, in order to enable the employer to assess the suitability of the employee for his/her position.
2. An assessment must, in any case, be carried out prior to the decision-making process about:
  - a. a promotion;
  - b. an extra pay increment;
  - c. unsatisfactory performance;
  - d. suitability of the trainee research assistant for his/her position within the first 18 months of his/her employment;
  - e. changing from temporary to permanent employment.
3. An assessment will take place if there is reason for it.

### **Article 2 – Definitions**

- a. higher-ranking supervisor of assessee: any staff member of the CWI.
- b. assessment: an assessment of the way in which the assessee has fulfilled his/her position and/or about the conduct of the assessee during the performance of his/her duties.
- c. first assessor: the direct supervisor of an assessee.
- d. second assessor: the next supervisor (if present).

### **Article 3 – Assessment criteria**

The assessment criteria are recorded in the job information form applicable to the position and in the report of the performance review.

### **Article 4 – Procedure**

1.
  - a. The first assessor draws up an assessment, making use of the assessment form, and presents this for adoption to the general director.
  - b. The first assessor presents the adopted assessment to the assessee. The parties involved decide as to whether the second assessor should be present for this.
  - c. The assessee signs for receipt on the assessment form.
2. The first assessor prepares a negative assessment in consultation with the P&O department.
3.
  - a. A discussion will take place between the assessee and the first assessor and possibly the second assessor no later than within five working days after presentation of the assessment form.
  - b. If the assessment is negative, an employee from the P&O department will attend the discussion.

### **Article 5 – Objection**

1. If the assessee has an objection against the assessment, he/she will be given the opportunity to have a discussion about the assessment with the director. The assessor can, if the assessee so desires, attend this discussion.
2. If the assessee wishes to make use of the right in subsection 1, then the assessee must notify both assessors of this within three working days after receipt of the copy. The discussion in question must take place within three weeks after presentation of the assessment form to the assessee.
3. If the assessee still has objections against the assessment, these will be noted on the assessment form during the discussion, or the objections will be met through amendment of the assessment. This amendment requires the consent of all parties involved in the assessment.

### **Article 6 – Completion of the assessment**

1.
  - a. The first assessor, and if present the second assessor, will sign the interview report on the assessment form.
  - c. The assessee will sign for receipt of the interview report on the assessment form.
2. P&O will send a copy of the assessment form to the assessee within one week after receipt.

### **Article 7 – Notice of objection**

An assessee may lodge a notice of objection in accordance with the Implementing Regulation on Individual Right of Complaint.

## **Implementing regulation Appendix 2 D – Interview cycles NIOZ:**

### **Performance reviews NIOZ**

#### **(Collective Labour Agreement Article 7.1)**

#### **Article 1 – General**

1. Performance reviews should offer insight, for both the employee and the supervisor, into factors that affect job performance, so that measures can be taken that remove possible hindrances and could improve job performance. These reviews will be held at least once per year between the direct supervisor and the employee, during which they will speak openly about the job performance and the duties of the employee, as well as about the cooperation and the circumstances under which these are or will be performed.
2. The review generally focuses on further development in the position viewed against the background of the developments affecting the work and within the institute.

#### **Article 2 – Aim of the performance review**

1. The aim of the review is to make agreements about duties and job performance, as well as to detect and resolve the accompanying problems.
2. During the review, clarity must at least be obtained about the following issues:
  - a. the current performance of the employee;
  - b. the circumstances under which the work will be performed and any bottlenecks in the cooperation;
  - c. the cause of the problems and bottlenecks identified and the tackling/resolution thereof;
  - d. the concrete action points and work agreements, in which deadlines are agreed;
  - e. exploration of specific interests and desires in connection with the work (including training).

#### **Article 3 – Angles**

The following angles may be used for the performance review:

- *The quality and the quantity of the job performance:* this concerns the way in which the activities are executed;
- *The cooperation:* this concerns the evaluation of the working relationships within the institute and the department and with the supervisor;
- *The support:* this concerns what the employee thinks of the support received from the organisation in relation to his/her own performance and how the supervisor experiences the support from the employee;
- *The career prospects and the development therein:* for this the desires of the employee with respect to his/her career are examined and the prospects that the organisation can offer, as well as the actions that need to be taken in order to achieve those prospects.

#### **Article 4 - The performance review**

1. The job description with the duties specified therein (if present) serves as the starting point for the review. During the review, the job performance is discussed on the basis of the main elements of the position, and bottlenecks, positive points and personal interests in relation to the performance are determined. The review is a dialogue in which there is room to discuss mutual cooperation. In the case of employees with a temporary employment contract, special attention will be paid to activities developed or to be developed by them in order to find alternative work after termination of the employment.
2. Concrete agreements will be made for the future in each case. It should also be investigated whether these agreements are clear and feasible, for both the employee and the direct supervisor. In a following review, these agreements will also serve as a partial basis for the evaluation of the previous period.
3. The review will be prepared in advance by drawing up an agenda. The guideline for such an agenda may consist of pre-agreed points from a 'checklist'. Both the supervisor and the employees may add specific points to this.
4. While preparing for the review, the next higher-ranking supervisor or the HRM department may be brought in or informed by either the supervisor or the employee, if:
  - the performance review is expected to be problematic;
  - a change in the position will be raised by the supervisor or the employee;
  - a supervisor or the employee expect agreements about the training or career planning of the employee to be made.

The next higher-ranking supervisor or the HRM department may then be brought in because they are able to anticipate such foreseeable developments from a broader perspective with more information and greater powers.

## **Article 5 – Frequency of the reviews**

The performance review will take place at least once per year. This may be deviated from in exceptional cases.

## **Article 6 – Reporting**

1. The agreements made during the review will - if possible - be jointly formulated and recorded on the performance review form intended for that purpose, which will be submitted to the HRM department within one week after the review.
2. The following will be specified on the review form:
  - the agenda items that were discussed;
  - the concrete agreements for the coming period, relating to both the work and the training, interest and development potential of the employee, as well as action points to resolve the bottlenecks.
3. Both the employee and the direct supervisor will sign the form. This means that they agree with what is stated on the form. If one of the parties involved wants to make any comments, these can be made on the back of the form.
4. If a lasting difference of opinion arises between the employee and the direct supervisor about the content of the reporting, a discussion must take place with the next higher-ranking supervisor or the HRM department. They will take a decision.

## **Article 7 – Performance review and legal position**

1. A performance review has no consequences in relation to legal position. It is intended to identify and solve problems.
2. No conflict is expected to arise between the conclusion from the performance review and the seniority development of the salary. If that is the case, a decision may be taken during the performance review to review the job description.
3. If consequences relating to legal position are necessary in response to the performance, for example promotion, dismissal due to unsatisfactory performance and suchlike, then the system of the personnel assessment should be applied (see: IR Personnel Assessment).

## **Article 8 – Monitoring and progress**

1. The employee will receive a copy of the form drawn up and signed.
2. The purpose of this copy is to remind the employee and direct supervisor of the agreements made. They must take action themselves on this at the agreed times.
3. The original will be stored in strict confidence in the personnel file by the HRM department.

## **Article 9 – Retention period**

The HRM department will store the originals in the personnel file for a period of three years. After this period or on termination of the employment, all forms will be destroyed.

## **Article 10 – Complaint**

The employee can make a complaint about non-compliance or deviation from the procedure in accordance with the Implementing Regulation on Code of Conduct.

## **Final provision**

The employee and the direct supervisor may break off the review at the request of either party and continue this at a later time, possibly in the presence of a third party.

## **Implementing Regulation on Personnel Assessment NIOZ (Collective Labour Agreement Article 7.2)**

### **General**

The aim of a personnel assessment is to form an opinion about the job performance of the employee, focusing on those aspects of duties that are relevant to the position concerned.

On the basis of the assessment results, reasoned decisions can be taken regarding the further course of the employment, agreements aimed at improving performance, proposals for promotion to the organic salary scale corresponding to the position or granting of other remuneration tools. Other measures may also emerge from the assessment, such as the need to follow courses, more intensive supervision by the supervisor, reclassification of duties or appointment to a different position.

An assessment issued may lead to consequences relating to legal position. For example, new employees with the prospect of an appointment for an indefinite period will have to be assessed at least once after six months, and in any case no later than two months before the end of the temporary employment. In all cases, the assessment period will have to be determined. The preparation of the assessment by the assessor(s) will take place with the application of the provisions in this regulation and with the use of the set assessment form (see appendix).

### **Article 1 – Definitions**

- a. *assessment*: opinion about the way in which the assessee has performed his/her job during a set period;
- b. *assessee*: any staff member of the Royal Netherlands Institute for Sea Research (NIOZ);
- c. *first assessor*: the person who supervises the work of the assessee;
- d. *second assessor*: the responsible supervisor of the department where the assessee performs the job;
- e. *assessment adviser*: the person appointed to monitor the assessment procedure, who can be involved in drawing up and/or discussing the assessment at the request of the assessor(s) or the assessee;
- f. *competent authority*: the board of the Royal Netherlands Institute for Sea Research (NIOZ) or an official appointed by it;
- g. *job performance*: the interpretation of the duties and overall performance of the assessee during the execution of his/her work;
- h. *job component*: a set of activities that on account of their nature and/or orientation form a distinctive unit within the job.
- i. *general viewpoint*: aspect of the working behaviour that is important for evaluating job performance and which is applicable to a large variety of jobs.

### **Article 2 – Periodicity**

1. The assessment will take place if there is reason for it or at the request of the assessee or assessor(s). This may be the case if an employee is nominated for an extra salary increase or a promotion. An assessment may also be drawn up if an employee is not performing well and this unsatisfactory performance is of a lasting nature.
2. In the case of employees appointed in temporary employment with a view to an appointment for an indefinite period, an assessment will be conducted at least after six months, and in any case no later than two months before the end of the temporary employment.
3. In all cases, an assessment will be drawn up over a period of at least six months and no longer than 24 months. The assessment period may not extend over a period for which an assessment has already been drawn up.

### **Article 3 – Assessment procedure**

1. The first assessor will draw up the assessment, if applicable, in consultation with the second assessor, and if required the assessment adviser, and will subsequently discuss this with the assessee on the basis of the job components in the presence of the second assessor and, if required, the assessment adviser. The assessee will be provided with the drawn-up assessment no later than one week before the planned assessment interview.
2. The assessment will be drawn up by the assessor(s) on the basis of the job components and general viewpoints.
3. The assessment is drawn up with due consideration of the assigned duties and associated requirements. Requirements of which the assessee is unaware through no fault of his/her own are not taken into account.
4. If the assessors cannot reach agreement with respect to the evaluation of a specific viewpoint, a note will be made of this on the assessment form.

5. The assessment form will be signed by the assessor(s) and by the assessment adviser if he/she has taken part in the consultation. The assessee will sign the assessment form as seen within one week after the assessment interview.
6. The assessment form will be brought to the attention of the management if there is a reason to do so. The assessee will receive a copy of the form. The original will be stored in the personnel file by the HRM department.

#### **Article 4 – Objection procedure**

1. If the assessee cannot agree with the assessment, an objection may be lodged against this on the form within one week after the assessment interview. This objection will be submitted to the HRM department.
2. The HRM department will discuss the objections of the assessee with the assessor, adopt any amendments made to the assessment and immediately inform the assessee of this.
3. If the assessee subsequently maintains his/her objections, he/she may submit his/her written objections within four weeks after the date of adoption specified in subsection 2, whereby he/she must comply with the rules as set out in the Implementing Regulation on Code of Conduct (Individual Complaints Procedure).

#### **Article 5 – Effective date**

This (revised) regulation, which may be cited as the Implementing Regulation on Personnel Assessment, will enter into effect on 1 January 2009.