

# NWO implementing regulations

## 2023-2025

as of September 1, 2024



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## 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 January 1, 2023 and they have been adjusted in a number of the regulations as of September 1, 2024. All implementing regulations in this version apply as of September 1, 2024.
- 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 (Foundation for Dutch Scientific Research Institutes). If an implementing regulation is applicable to one of the employers, this is indicated with NWO-D for employer NWO and with NWO-I for employer NWO-I.
- 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 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 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.

**Note:** Wherever in these implementation regulations (IR) persons job titles and the like are given in the masculine form, all possible gender equivalents are included.

## Article 2 – Term

- 1 The IR will remain in force until 1 January 2026, on the understanding that interim amendments are possible if the Central Works Council of NWO (*Centrale Onder-nemingsraad NWO*, COR NWO) 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-OI) necessitate amendments to the IR.
- 2 Amendments to the IR shall, subject to the provisions of the Works Councils Act and the CAO-OI, be discussed in advance with the COR NWO.

### **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 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 – General

- 1 A fixed monthly allowance, public transport allowance or kilometre allowance will be granted under this scheme for necessary commuting expenses within the Netherlands.
- 2 The sum of this allowance depends on:
  - a the choice of transport;
  - b the number of kilometres travelled;
  - c whether the work location is practical to reach by public transport.
- 3 In order to be eligible for a fixed monthly commuting allowance, the employee must have a sufficiently fixed commuting pattern.
- 4 The commuting allowance will be paid subject to the relevant tax provisions.

## Article 2 – Public transport allowance

- 1 If the employee uses public transport, he is entitled to reimbursement of the full costs thereof. In the case of travelling by train, the costs for 2nd class are reimbursed, up to a maximum of the costs of a public transport route pass (*OV-trajectkaart*).
- 2 The employer provides tickets for the transport used.
- 3 The employee who uses public transport for work can, under the terms and conditions of the NS Business Card, make use of:
  - a parking own bicycle or car at the station en route from home to the pick-up point;
  - b the OV bike or e-scooter en route from the end station to work location.

## Article 3 – Private transport allowance

- 1 If the employee uses private transport, the sum of the travel allowance is dependent on two things:
  - a the means of transport that the employee chooses and
  - b whether the work location is practical to reach by public transport.Depending on that, a high or a low travel allowance applies with the following sums:

As of September 1, 2024	High travel allowance <sup>1</sup>	Low travel allowance
Allowance per kilometre	€0.23	€0.11
Maximum travel allowance per month	€206.00	€99.00
Maximum distance travel allowance	30 km	30 km

<sup>1</sup> As of January 1, 2025, the 'high' km reimbursement will increase to the fiscal maximum reimbursement amount applicable on that date.

- 2 The number of kilometres between the place of residence and place of work is determined on the basis of the postal code and house number, based on the quickest route by car and the shortest route by bicycle or walking and rounded to one decimal after the decimal point, in accordance with the latest version of the route planner that is part of the personnel and payroll system, choosing the average distance of the outward and return journey.
- 3 In the event of cross-border commuting, or commuting abroad, the criterion for commuting is the actual distance travelled according to the quickest route taken, in so far as the route planner that part is of the personnel and payroll system does not provide any reliable distance-related data.
- 4 If the employee travels by private transport, the employee is entitled to the low travel allowance.
- 5 The employee is entitled to the high travel allowance if travelling by bicycle or emission-free means of transport<sup>2</sup>, if the employee carpools at least half of the number of working days as a driver, if the employee has no choice but to travel by private transport due to a physical disability, or if the work location cannot be practically reached public transport. The latter is deemed to be the case, if:
  - a the public transport at the stop of the work location does not stop there at least twice per hour at the start and at the end of the usual working hours;
  - b the walking distance between the work location and the nearest public transport stop is more than two kilometres;
  - c the travel time between home and work location by public transport is one and a half hours or more, while it is at least 30 minutes faster by private transport, whereby an exception applies to employees up to and including salary scale 8 who have site-specific duties<sup>3</sup> and therefore cannot work from home. For these individuals, a travel time between home and work location by public transport of one hour or more applies, while it is at least 30 minutes faster by private transport;
  - d the company doctor is of the opinion that the employee cannot travel by public transport for medical reasons;
  - e the personal safety of the employee is jeopardised through travelling by public transport due to the site of the work location;
- 6 The employer determines whether this is the case. The employer may decide, whether or not at the request of the employee, that public transport is not suitable for the employee for other reasons.
  - a In order to be eligible for the high travel allowance, the employee must sign a statement, in which the employee states:
  - b the number of days per week the employee comes to work by bicycle or emission-free means of transport;
  - c that the employee will only use a different mode of transport on these days in special cases and at his own expense;
  - d the schedule according to which the employee carpools as driver.
- 7 On days in the week on which the employee does not come to work by bicycle or emission-free means of transport, the employee is entitled, depending on the employee's choice of public transport or private transport, to:
  - a the usual allowance for the costs of public transport;
  - b the low travel allowance.
- 8 In the case of a variable working pattern, the fixed kilometre allowance for commuting will be determined on the basis of the average number of working days per week.

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<sup>2</sup> Emission-free means of transport is understood to mean a means of transport that is completely powered by electricity or by means of hydrogen.

<sup>3</sup> Site-specific duties include work in clean rooms or on research set-ups and other duties requiring physical presence at the work location, such as reception work.

- 9 In the case of multiple work locations, the fixed kilometre allowance will be based on the number of days per work location. 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 employee is required to report a change of circumstances to the employer that may influence the sum of the travel allowance granted.
- 2 If necessary, the allowance will be reviewed or terminated:
  - a upon termination of the employment;
  - b if the employee moves house, changes his place of work or changes the number of working days per week;
  - c if the mode of transport or means of transport changes;
  - d if it is foreseeable that no work will be performed at the place of work for a period of two consecutive months;
  - e 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 request.
- 3 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.
- 4 With the exception of the cases referred to in subsection 2 and subsection 3, 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 can make use of the customised conditions of employment scheme (Arbeidsvoorwaarden op maat, AVOM) for the purchase of the bicycle.
- 2 The maximum sum (gross salary and/or holiday hours) that can be used for the bicycle is €1,000 for the employee who has a one-way commuting distance of up to and including 7.5 kilometres. The maximum sum (gross salary and/or holiday hours) that can be used for the bicycle is €2,000 for the employee who has a one-way commuting distance of more than 7.5 kilometres. 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.

## **Article 6 – Final provisions**

The employer may decide to deviate from this regulation if application would be very unreasonable due to the employee's circumstances.

# 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 is required to make as part of his work, on the instructions of the employer.
- 2 The term foreign business trip is taken to mean a trip outside the Netherlands with a maximum stay up to three consecutive months that the employee is required to make as part of his work, on the instructions of the employer.
- 3 If it is foreseeable that an employee will have to travel frequently to the same foreign destination, or if the duration of the trip exceeds 45 days and therefore the trip or combination of trips has the character of a short secondment in terms of its nature and duration (IR 3 ‘Secondment abroad’), a tailor-made arrangement can be made in advance, in deviation from this implementation regulation, regarding allowances that take into account the expected costs 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 Travel-related entry or registration fees will be reimbursed in full on presentation 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. When there is a valid reason, for example if the physical condition of the employee should warrant this, 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 the travel costs saved by a discount card exceeds the costs of the discount card for several business trips, the employer will reimburse the purchasing costs of 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 a sum 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 The employee who uses public transport for business trips can, under the terms and conditions of the NS Business Card, make use of:

- a parking own bicycle or car at the station en route from home to the pick-up point;
  - b the OV bike or e-scooter en route from the end station to work location.
- 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 the one-way travel time from door to door is at least 45 minutes shorter by private transport than the same journey with the quickest connection by public transport;
  - c the physical condition of the employee does not allow for travel by public transport;
  - d another employee travels with the car. 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 It is only possible to travel by private transport with the explicit permission of the employer as provided for in subsection 6 and the sum 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 €0.11.
- 8 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.
- 9 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>4</sup>. The 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 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 duties, a fixed monthly allowance for travel and accommodation expenses may be granted contrary to the above.

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<sup>4</sup> More information (in Dutch) can be found on the website Collective Labour Agreement for the central government: <https://www.caorijk.nl/>.

## 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 5 (home leave trips) of IR 3 ‘Secondment abroad’ 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 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 business trips to and within foreign countries, the same provisions apply as for domestic business trips in Article 2.
- 2 Travel by air is allowed if the travel time by public transport would exceed 8 hours or if it saves an overnight stay.
- 3 Flying is only permitted when the manager judges that attendance abroad is necessary.
- 4 In the case of flights, the least environmentally damaging option must be chosen. In particular, this means opting for a direct flight.
- 5 If travelling by air, NWO also reimburses the cost of CO<sub>2</sub> compensation.
- 6 The employee is not permitted to use air miles received for private use.
- 7 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 calcula-



tion of the allowance for accommodation expenses<sup>5</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:
  - a half day will be counted in the case of departure before 14:00;
  - 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 quarter of a day will be counted in the case of returning between 12:00 and 14:00;
  - a half day will be counted in the case of returning between 14:00 and 18:00;
  - a full day will be counted in the case of returning after 18:00.

If the employee claims full reimbursement of these expenses, supporting documents must be submitted.

- c If so required by the grant conditions, a claim can only be submitted with submission of supporting documents.

## 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.
- 3 As far as the report it concerned, the standard procedures at the institute or university shall apply.
- 4 If the provision in subsection 2 of this article is not fulfilled, the employee will first be reminded that he must still fulfil his 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 salary at the request of the employee.
- 5 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 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.

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<sup>5</sup> More information (in Dutch) can be found on the website Collective Labour Agreement for the central government: <https://www.caorijk.nl/>.

# 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.
- 4 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.
- 5 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.
- 6 Each seconded employee is responsible himself for submitting an income return in the country where he is liable for tax in accordance with the rules that are applicable for him there.
- 7 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.
- 8 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.
- 9 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 2 ‘Domestic and foreign business trips’, 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>6</sup>.
  - Allowance for partner who also moves abroad: Twenty-five percent of the secondment allowance.

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<sup>6</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).

- 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 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.
- 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 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 partner/family will be expected to relocate with him.

- 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 m <sup>3</sup> .	Reimbursement of removal expenses of maximum 4 m <sup>3</sup> .
In the case of secondment longer than 1 year.	Reimbursement of removal expenses of maximum 15 m <sup>3</sup> for seconded employee and 5m <sup>3</sup> extra for each accompanying family member.	Reimbursement of removal expenses of maximum 15 m <sup>3</sup> for seconded employee and 5m <sup>3</sup> extra for each accompanying family member.
Lump-sum payment transport costs.	Without partner €506. With partner €1,012. With partner and children €1,373.	Without partner €1,012. With partner €1,661. With partner and children €2,022.
<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.	€2,450 No repayment obligation.	€2,450 No repayment obligation.

## Article 5 – Table for home leave trips

### 1 Table

Distance	Seconded employee with double household <sup>7</sup> (partner remains in the Netherlands)	Seconded employee single	Seconded employee accompanied by family
<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
<b>Outside Europe</b> 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 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 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.
- c Visits must be combined as much as possible with business trips.

<sup>7</sup> Definition double household: The seconded employee who retains his 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 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 €602 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 €3,611 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 €467.	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 €602 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 €573 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 market.
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 €3,009 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 “Specific provisions for researchers in training” and IR 9 ‘Specific provisions for researchers in training’).
- 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
  - a 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.
  - a Compulsory training takes place during working hours, where possible. For compulsory training that takes place outside working hours, study hours will be compensated with leave.
- 2 In the case of training for which there is a right to 100% study leave pursuant to Chapter 6 of the collective labour agreement, the employee is granted study leave, in proportion to the number of contracted hours, of no more than half a day leave per week for self-study.
- 3 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 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 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 in accordance with IR 2 ‘Domestic and foreign business trips’.
- 4 The expenses that are necessarily incurred for overnight accommodation and meals in connection with taking an examination will be reimbursed in accordance with IR 2 ‘Domestic and foreign business trips’.

## Article 4 – 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.
- 3 The employee who takes longer over his study than the period mentioned in the second subsection, through no fault of his own, may make a substantiated request for extension of the study leave.

## Article 5 – 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 (WVOI);
  - 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 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	€165
2	Company emergency response or first aid	€412.50
3	Company emergency response and first aid*	€616
4	Company emergency response with respiratory protection*	€616
5	Supplement for company emergency response team leader	€110
6	Supplement for head of company emergency response	€165

\*Combination of company emergency response with respiratory protection and first aid is also a maximum of €616

#### **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 – Homeworking facilities

## Article 1 – Introduction

NWO-D and NWO-I have each determined a policy about hybrid working. Hybrid working means that employees can do their work on various locations. The way in which that happens, depends on the nature of the work. For some activities (such as policy making) it is not necessary to be working in a fixed working space. With other activities (such as laboratory work) the possibilities of working elsewhere are limited. All this means that the extent to which people work from home in the context of hybrid working varies widely within NWO.

## Article 2 – Homeworking allowance

In the context of the policy about hybrid working, the employee who works from home is eligible for a homeworking allowance of €2.00 and, as of March 1, 2023, €3.05 per home-working day. This allowance is a contribution towards the daily costs of working from home, including heating the home office and coffee and tea.

## Article 3 – Responsibility for responsible and safe working from home

- 1 Regarding working from home, employer and employee have a shared responsibility when it comes to working from home safely and responsibly. The employer provides information and instructions, the employee ensures that he complies with them and informs the employer if working from home causes problems in this area.
- 2 Regarding the layout of the home office, the employer is responsible for the facilities to work ergonomically. The employee is responsible for correct setting and use.
- 3 Within the framework of the working conditions regulations, the employee is eligible for compensation or the provision of facilities for the home office if he works from home more than incidentally.

## *Provision in kind or budget in cash for setting up a home office*

The employer provides for the facilitation for setting up a home office through provision in kind or by making a budget available.

## Article 4 – Provision in kind

- 1 The provision in kind applies to the employee who works for temporary work on the basis of a fixed-term employment contract.
- 2 The furniture is made available to the employee by the employer on loan. The employer owns the furniture. The occupational health and safety standards are leading in this, but where necessary, the home situation of the employee will be taken into account in terms of furniture dimensions.

- 3 When the employment contract ends, the furniture is returned to the employer and used for the home office of other employees.
- 4 Under paragraphs 2 and 3, the employer will arrange for the transport of the furniture if the employee has no reasonable opportunity to do so.
- 5 ICT facilities such as monitor, keyboard and mouse are provided by the employer.

## **Article 5 – Budget in cash**

- 1 The budget in cash applies to the employee who works on the basis of an indefinite employment contract or on the basis of an employment contract for a definite period of time with the prospect to an employment contract for an indefinite period of time.
- 2 The amount is at the disposal of the employee who is given the opportunity to furnish the home office in an ergonomically sound way at the expense of his budget.
- 3 The employee becomes the owner of the purchased goods.
- 4 ICT facilities such as monitor, keyboard and mouse are provided by the employer.

## **Article 6 – Amount and duration of the budget in cash and what to use it for**

- 1 The budget in cash is €750.00 for a period of 10 years and can be used to purchase an office chair, a desk and lighting. Furthermore, the costs of transporting the furniture may be claimed from the budget.
- 2 The maximum amount for an office chair is €400.00 and for a desk the amount is also maximized at €400.00. The maximum amount for lighting is €50.00. (This means, for example, that when a chair is purchased for €400.00, an amount of €350.00 remains for the desks, lighting and transport.)
- 3 All amounts include VAT.
- 4 It is assumed that the furniture/lighting to be purchased will last at least 10 years. This means that it is not permitted to declare a new desk, chair or lighting within 10 years after purchasing a desk, chair or lighting. The 10-year term starts on the actual date of purchase.
- 5 The employee has the option of furnishing the home office for a higher amount. In that case, the costs that exceed the amounts referred to in paragraphs 1 and 2 above will be borne by the employee.

## **Article 7 – Employees who are not eligible for home office facilities**

Employees who have the institute/the office as their regular workplace and who on average work from home less than one day a week are not eligible for a budget in cash or provision in kind.

## **Article 8 – Adapted furniture on the advice of the company doctor**

Individual agreements are made with the employee who needs adapted furniture or other facilities, on the advice of the company doctor, about the reimbursement or provision thereof.

## Article 9 – Declaraton of furniture

During the term of the budget, the employee can purchase ergonomically sound furniture for the home office and declare it on presentation of a purchase invoice and proof of payment.

## Article 10 – Repayment obligation at the end of the employment contract within one year

The employee who terminates his employment contract within one year from submitting a declaration is obliged to repay 50% of the costs charged to the budget within one year prior to the date of termination. The amount to be repaid will be deducted from the final salary statement.

## Article 11 – Transitional scheme

- 1 Employees who since 1 March 2020 have purchased ergonomically sound furniture that falls under the budget in order to be able to work from home during the corona crisis can declare the purchase costs charged to the budget in cash on presentation of a purchase invoice and proof of payment.
- 2
  - a Employees who have an office chair from NWO on loan at the time of the introduction of this scheme, will own this chair. This was a choice based upon sustainable use of furniture. For these employees, a one-off budget of €450.00 is available for a desk, lighting and transport.
  - b If this office chair is worn out or otherwise no longer usable within the period of 10 years, the employee reports this to the employer. The employer assesses whether this is the case. When this is the case, the budget of €400.00 for the purchase of an office chair will be made available for this employee, whereby the amount to be declared remains a maximum of €750.00 in total.
- 3 Employees who do not have an office chair from NWO on loan have the choice, when introducing this scheme, to use the budget of €750.00 or to obtain an office chair from NWO with a budget of €450.00 for a desk, lighting and transport.

# Implementing regulation 7 – 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 €300.
- 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 Relocation expenses cover the cost of refurbishment and reasonable expenses incurred for the transport of household effects.
- 2 The employee will receive a one-off relocation allowance if
  - a he relocates to within a 30-kilometre radius of the work location within two years of taking up employment;
  - b he relocates within a 30-kilometre radius of the new work location as a result of a transfer by the employer.

- 3 The allowance for refurbishment expenses are paid nett, with observance of the pertinent fiscal maximum. Tax and premiums are withheld from the sum paid in excess of the fiscal maximum. The allowance is:
  - a €2,900 for employees in or with the prospect of permanent employment;
  - b €2,450 for employees with a fixed-term employment of two years or more that will continue to exist for at least one more year.
- 4 The transport expenses are paid in full on the basis of a quote approved by the employer. The invoice for the transport needs to be submitted to the employer within six months after relocation.
- 5 If a functional relocation obligation has been imposed, the allowance for refurbishment costs, in deviation from paragraph 3, shall amount to 12% of 12 times the salary at the time of relocation, with a minimum of €3,000 and a maximum of €6,600.
- 6 This article is also applicable to international removals. The restriction to removals within a distance of 30-kilometre from the place of work does not apply in this case

## Article 5 – Repayment of relocation allowances

- 1 The allowance paid for refurbishment costs and transport costs must be refunded in full if:
  - a Within one year of the move the employee relocates again to a place of residence outside the specified distance of 30 kilometre in article 4 subsection 2;
  - b There is a culpable dismissal within one year after the relocation;
  - c There is dismissal at his own request within one year of relocation.
- 2 The allowance paid for refurbishment costs and transport costs must be paid back in part if employment is terminated within two years of relocation. In that case the refund is reduced by 1/24<sup>th</sup> of the total sum for each calendar month that the employment has continued with the employee after relocation.
- 3 The allowance for refurbishment and transport costs does not have to be refunded if:
  - a Employment is terminated due to incapacity for work;
  - b The employee, contiguous to the termination of the employment, takes up employment with another WVOI employer;
  - c The employer terminates the employment due to no fault or act of the employee.
- 4 This article is also applicable to international removals. The restriction to removals within a distance of 30-kilometre from the place of work does not apply in this case.

## Article 6 – Allowances for temporary accommodation in the Netherlands

- 1 If in the employer's opinion a daily commute between the place of residence and work place is impossible in all fairness, an allowance is granted at his own request for the costs relating to a temporary stay within a 30-kilometre radius of the work place for the duration of a maximum of one year and to a maximum of €450 per month, upon presentation of documentary evidence by the employee.
- 2 Travel expenses to their permanent place of residence will be reimbursed by at least one roundtrip fare (based on 2<sup>nd</sup> class NS tariffs) per month, if the employee so requests.

## Article 7 – Revision of allowances and benefits

Granted allowances and benefits are revised if no work is foreseen to be performed at the work place for at least six consecutive weeks.

## Article 8 – Anniversary bonus

- 1 The service anniversary bonus to which the employee is entitled pursuant to Article 3.6 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 Universities of the Netherlands (UNL) counts towards the calculation of the length of service for the service anniversary.



# Implementing regulation 8 – Interns and holiday workers

## Article 1 – General provisions

IR 1, 2, 8, 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 or digital copy of every internship report by the intern to the internship supervisor.

## Article 5 – Internship allowance

- 1 The internship allowance amounts €400 per month.
- 2 In the case of an internship period shorter than two months, no internship allowance will be granted in principle.
- 3 The allowance for a part-time intern will be determined in proportion to the working hours percentage.
- 4 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 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 travel expenses for a return ticket and an allowance for expenses in accordance with IR 2 ‘Domestic and foreign business trips’.
- 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 (23) and Article 1.3 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 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 in accordance with IR 1 ‘Commuting expenses’ unless this is already covered by a public transport card via study and/or training (based on the Dutch Student Finance Act).

# Implementing regulation 9 – 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 “Specific provisions for researchers in training” 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 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 “Specific provisions for researchers in training” 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 / Group) Works Council/Committee, an extension is possible in accordance with Article 9.2 subsection 3 (c) in Chapter “Specific provisions for researchers in training” 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 underline 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**

- 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 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 “Specific provisions for researchers in training” 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.

## 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 10 – The dialogue

## Article 1 – General and definitions

Throughout the employment relationship, there will be an ongoing dialogue between the employee and their manager, focusing on the employee's development and their contribution to achieving the organisational objectives.

An organisational unit may further interpret and elaborate on the implementation with due observance of this regulation.

The following definitions apply within this regulation:

**Employee:** as defined in Article 1.1 paragraph 26 of the Collective Labour Agreement for Research Institutions.

**Hierarchical manager:** the person placed above the employee in accordance with the organogram of the organisation.

**Functional manager:** the person responsible for overseeing the employee's work.

**Manager:** the hierarchical or functional manager who, under Article 3, conducts the ongoing dialogue with the employee as outlined in this regulation.

**Reflection from others:** regularly looking back and ahead with people who have insight into the employee's work

serves as an important source of information for the discussions.

**Formal meeting:** a meeting that forms part of the ongoing dialogue, the contents of which are recorded in writing.

## Article 2 – Content of the formal meeting

The meeting combines an evaluation of the previous period with agreements for the upcoming period. The content focuses on the developments within the organisation, the work, any personal development goals of the employee, relevant circumstances, current policy themes and the working relationship.

## Article 3 – Participants in the meeting

- 1 The meeting is conducted between the employee and their hierarchical manager.
- 2 If the employee works mainly outside the hierarchical manager's scope, the hierarchical manager may delegate the meeting to the functional manager.



## Article 4 – Preparation for the meeting

- 1 Both the employee and their manager are jointly responsible for their dialogue. Either party may initiate a meeting and any initiative should lead to an appointment with a time frame that suits the reason for the request.
- 2 The meeting is scheduled subject to a suitable preparation period. In preparation for the meeting, the employee and the manager are responsible, in close consultation with each other, for submitting:
  - a a review of the follow-up to previous agreements;
  - b reflection from others, such as colleagues the employee works closely with;
  - c discussion points, including topics that the employer and the employee are required to discuss under the collective labour agreement.
- 3 The organisation will make resources available to assist with the preparation of the meeting.

## Article 5 – Reporting

- 1 At least once a year, the employee and their manager must jointly record the content of the meeting held in a meeting form.
- 2 The report must state when the next meeting will take place.
- 3 Both the employee and manager must sign the meeting report.
- 4 The report is included in the employee's digital personnel file.

## Article 6 – Differences of opinion

- 1 The discussion partners should aim for consensus. However, if there is a difference of opinion or if either party has concerns about what has been discussed or recorded, both parties may request a follow-up meeting.
- 2 If the manager and employee continue to disagree about aspects of the discussion or its documentation, the record of the meeting will be adjusted to include the views of both parties.
- 3 If necessary, the manager and employee will agree on what steps are needed to resolve the difference of opinion. They may seek advice from HR to help address the disagreement.
- 4 A complaint can be filed under UVR 12 if the disagreement relates to decisions on employment status or terms of employment resulting from the discussion, or under UVR 13 in cases of undesirable behaviour.

# Implementing regulation 11 – 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 and the employee. 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 1.5.6 of the CAO-OI.
- 2 Ancillary activities are understood to mean all activities that the employee performs in addition to his 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 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 there is an objective justification for refusing it. This is the case if:
  - 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 employee's assignment, the objective or interest of the employer, the institute, the office or the research project;
  - c there is a conflict of interests or incompatibility of duties, or the possibility that such a situation may arise;
  - d there is the violation of trust in scientific integrity or the protection of trade secrets;
  - e there is a violation of the Working Hours Act.

- 4 The following conditions may be attached to the permission to perform ancillary activities during working hours:
  - a Reduction of the working time;
  - 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 employment contract .
- 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 12 – Right of complaint

## Introduction

If you do not agree with a decision or an action of the employer, or of your supervisor in particular, that concerns you as employee, the normal procedure is that you discuss that first 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 further explain your own viewpoint regarding the decision or action taken.

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

## Article 1 – General

The purpose of this implementing regulation is to offer the employee or the intern the opportunity to openly discuss his 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 individual rights in a way that can be reasonably expected. Conduct is understood to mean a decision or an act, or an omission or an explicit refusal to decide or to act.

## Article 2 – Scope

- 1 This implementing regulation does not relate to a complaint about a (proposed) dismissal or a (proposed) termination of the employment contract.
- 2 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 Whistle-blowing policy applies in such situations with applicable time limits for filing a report.

## Article 3 – Adviser

- 1 During the procedure, the employee may be assisted by an adviser of his own choosing. This could, for example, be someone from the employee's private circle, but also, for example, an expert, confidant or colleague.
- 2 The adviser is authorised to assist the employee at every stage of the complaints procedure. He is accountable only to the employee with respect to the performance of his duties. The adviser will receive, if necessary and on request, all information relating to the complaint.
- 3 The employer will ensure that the legal position of an 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.
- 2 The employee can lodge a complaint:
  - a if he does not agree with a form of conduct;
  - b if, in his opinion, the conduct is in breach of the terms and conditions of employment or statutory provisions applicable to him; or
  - c if he believes that his interests, with respect to his work situation or his 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 be dealt with unless:
  - a the complaint concerns a matter that is, or has already been, the subject of legal proceedings;
  - b the complaint has not been filed within 12 weeks of the employee learning of the conduct complained of<sup>8</sup>;
  - c the complaint was submitted after the employment contract or internship agreement has ended<sup>9</sup>;
  - d 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;
  - e the complaint concerns a subject for which there is a special appeal procedure or another internal appeal procedure is available or has been available;
  - f the complaint falls outside the scope as referred to in Article 2;
  - g the employee has not followed the set time limits or prescribed procedure of this regulation, unless the Complaints 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 individual employment contract.

## Article 6 – Handling complaints

- 1 The complaints committee is charged with the handling of complaints which the employer and employee are not able to resolve by mutual agreement.
- 2 An employee can, if he does not agree with an action of the employer as referred to in Article 1 which he/she was not able to resolve by agreement with the employer, submit his complaint in writing to the complaints committee.

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8 Complaints under the Regulations on Undesirable Behaviour are subject to a limitation period of one year.

9 This subsection does not apply to complaints based on the Regulations on Undesirable Behaviour.

- 3 The employee will send a letter for this purpose signed by him to the secretary of the complaints committee, PO Box 3021, 3502 GA UTRECHT or by email: [klachtencommissie@nwo.nl](mailto:klachtencommissie@nwo.nl) stating the employer against whom the complaint is directed.
- 4 The employee will enclose or attach a copy of all relevant documents relating to the complaint. 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.
- 5 Both the employer and the employee may express any serious objections in writing and supported with reasons against one of the acting committee members within two weeks. The complaints committee will then reconsider its composition. The complaints committee will inform the person concerned about its decision within two weeks.
- 6 If there are personal interests of a committee member in relation to the content/declarant of the complaint, that committee member may not handle the complaint. The grievance committee will then consider its composition and may ask the employer to appoint a replacement committee member.
- 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 7 – Procedure

- 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 8 – Recommendation

Unless a solution is achieved during the handling of the complaint, or the employee withdraws his complaint, the Complaints Committee will draw up a recommendation within eight weeks after examination of the complaint, which will be sent to the employee and the employer simultaneously. Extension thereof is possible with the consent of the parties.

## Article 9 – Final decision

- 1 In response to the advice from the complaints committee, the authorised party will make a definitive decision about the complaint. In the case of NWO-D, the Executive Board member with the Operations and Finances portfolio is the party authorised to make decisions. In the case of NWO-I, the NWO-I Director is the party authorised to make decisions.
- 2 Within four weeks after the complaints committee has delivered its recommendation, the party authorised to make decisions will inform the employee and the person(s) for whom the decision has direct consequences of its reasoned final decision in writing.
- 3 The final decision of the party authorised to make decisions is irrevocable.
- 4 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.
- 5 The party authorised to make decisions will send a copy of his final decision to the complaints committee.

## Article 10 – 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 complaint, requests suspensory effect giving clear reasons, the person who is authorised to make the final decision on the complaint may determine 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 11 – Provisions and reimbursements

- 1 The employee will, in principle, bear the costs that he 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 Domestic and foreign business trips on commuting expenses (IR 2).
- 3 The provisions in subsection 2 also apply to the adviser of the employee and the employees or witnesses involved in the proceedings.
- 4 The Complaints Committee can, if so requested, give advice about a request for reimbursement of costs incurred made by the complainant.

## Article 12 – 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 Complaints 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 13 – 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 NWO;
  - an independent chair appointed by the employer, in joint consultation between the employer and the Central Works Council NWO.

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.
- 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 and will not have voting rights or representational authority. The secretariat comprises two secretaries. The secretaries will be appointed by the employer. There is one secretary from NWO-I who runs the secretariat for complaints from NWO-D employees and one from NWO-D who runs the secretariat for complaints from NWO-I employees.

## Article 14 – Reporting and archiving

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



# Implementation regulation 13 – Regulations on Undesirable Behaviour

## Guiding principle

NWO wants its employees to be able to carry out their work in a socially and psychologically safe working environment. A socially and psychologically safe working environment is a prerequisite for the inclusive culture pursued by NWO. Respect between employees and between employees and the organisation is the guiding principle here.

Behaviour as defined in Article 1 of this regulation is undesirable if the aggrieved party, the person against whom the behaviour is directed, experiences it as undesirable. It does not depend on the intentions of the perpetrator, the person exhibiting the behaviour.

## Article 1 – Definitions

- 1 **Undesirable behaviour:** Any form of harassment, sexual harassment, violence, bullying and discrimination.
- 2 **Sexual harassment:** Any form of sexual advance, request for sexual favours or other sexually oriented behaviour in the work environment that an employee against whom it is directed perceives as undesirable. This can be verbal, but also non-verbal, such as showing sexually oriented or pornographic images (including through email, WhatsApp or text messages), staring or sexually oriented gestures. In addition, sexual harassment can be physical. This includes all forms of unwanted physical contact, such as an arm around the shoulder, grabbing, pinching, kissing, assault and rape.
- 3 **Harassment:** Any form of influencing someone's behaviour by frightening them with the threat of negative consequences. Sexual harassment is also a form of harassment. Harassment includes conduct that has the purpose or effect of damaging the dignity of a person and/or creating a hostile work environment that hinders that person's work and career.
- 4 **Violence:** Any form of physical violence or ill treatment of a physical nature directed at someone with the intention of injuring and/or frightening them. The intensity of that violence can vary considerably. This can range from pushing to inflicting grievous bodily harm. Damaging property also falls under violence.
- 5 **Bullying:** Any form of repeated negative behaviour that is perceived as undesirable by the person against whom it is directed. This includes lying, excluding, belittling, ignoring, nasty comments, just-not-funny jokes, unnecessary and incessant criticism, making it impossible for someone to work and/or speaking negatively about them and gossiping.
- 6 **Discrimination:** Unjustifiably treating people unequally on the basis of origin, gender (including pregnancy, childbirth, maternity, sexual characteristics, gender identity and gender expression), sexual orientation, age, disability or chronic condition, political affiliation, employment relationship (full-time or part-time), employment contract (permanent or temporary), marital status, nationality, religion or philosophical belief.
- 7 **Competent authority:** In the case of NWO-D, the Executive Board member with the Operations and Finances portfolio, and the NWO-I Director for NWO-I. If a report or complaint concerns a member of the executive board, a member of the foundation board or the NWO-I director, the supervisory board acts as the competent authority.

- 8 **Aggrieved party:** The person experiencing undesirable behaviour.
- 9 **Perpetrator:** The person exhibiting undesirable behaviour.
- 10 **Complainant:** The person filing a complaint.
- 11 **Accused:** The person against whom the complaint is made.
- 12 **Employer:** NWO-D and NWO-I.

## Article 2 – Scope

- 1 This regulation applies to undesirable behaviour exhibited by employees and persons working under the authority or on the instructions of NWO.
- 2 Reports about undesirable behaviour against persons mentioned in paragraph 1 can be made by employees of NWO and persons working under the authority or by order of NWO.
- 3 Complaints concerning undesirable behaviour against employees can be made by employees and persons working under the authority or on behalf of NWO.

## Article 3 – Reporting undesirable behaviour

The aggrieved party can report to the supervisor or the next senior manager. The aggrieved party may also approach the P&O department or the confidential adviser. The employer shall ensure careful handling of the report. The time limit for filing a report for undesirable behaviour is one year after the disputed behaviour(s) occurred.

## Article 4 – The confidential adviser

- 1 In the framework of this regulation, one or more confidential advisers will be appointed by the employer for a period of five years. A confidential adviser is eligible for reappointment.
- 2 When appointing multiple confidential advisers, efforts will be made to reflect the diversity within the organisation.
- 3 If there are multiple confidential advisers, the choice of which adviser to approach lies with the employee.
- 4 The confidential adviser acts only in response to a direct request from an aggrieved person and ensures confidentiality, with mediation between the aggrieved party and the perpetrator at the request of the aggrieved party.
- 5 The confidential adviser has the following duties:
  - a acting as a point of contact for aggrieved parties;
  - b acting as a mediator between aggrieved party and perpetrator at the request of an aggrieved party;
  - c advising aggrieved parties on any further steps to be taken;
  - d assisting, upon request, aggrieved parties who are considering filing a complaint;
  - e possible referral to assistance agencies outside NWO;
  - f providing an annual report to the employer and the participation bodies;
  - g identifying bottlenecks;
  - h providing solicited and unsolicited advice on policy to be developed with regard to internal undesirable behaviour.
- 6 If the aggrieved party decides to file a formal complaint, the confidential adviser may only provide advisory and supportive assistance in this; the confidential adviser does not provide legal assistance.

## **Article 5 – Submission and handling of a complaint**

- 1 An aggrieved party may submit a complaint about undesirable behaviour to the complaints committee in accordance with IR 12 ‘Right to complain’.
- 2 A complaint under this regulation can have a major impact on both complainant and defendant. Parties involved in dealing with a complaint must be aware of this and must exercise suitable discretion.
- 3 Costs of assistance, including legal assistance, and costs of support by a relief agency may be eligible for reimbursement.

## **Article 6 – Handling of complaints**

- 1 Handling of the complaint is done in accordance with IR 12 ‘Right to complain’.
- 2 The time limit for filing a complaint for undesirable behaviour is one year after the disputed behaviour(s) occurred. If this deadline has been exceeded, the complaints committee will advise the competent authority whether this exceeding of the deadline prevents the committee from handling the complaint.

## **Article 7 – Final provisions**

Complainants, confidential advisers, the official secretary and the members of the Complaints Committee may not be affected adversely in their position at NWO because of their aforementioned duties.

# Implementing regulation 14 – Whistleblowing policy

## Policy for reporting suspected wrongdoing

NWO assumes that all work within the organisation is performed responsibly and ethically. Integrity is crucial for NWO to fulfil its legal duties. This starts with the ethical behaviour of all employees. If something goes wrong, NWO believes it is important that attention is drawn to this. That is why there is a Whistleblowing Policy (see UVR 14). Whistleblowing involves an employee reporting (suspected) wrongdoing that takes place under NWO's responsibility and where a major public interest is at stake. Examples include a (potential) criminal offence or a (potential) threat to public health, safety or the environment. The aim of the policy is to ensure that any NWO employee can report (suspected) wrongdoing in a safe and effective manner, without fear of negative consequences for their legal status. The policy ensures that both the whistleblower and other individuals involved are treated with care.

## Article 1 – Definitions, scope and legal protection for whistleblowers

- 1 In this policy, the following definitions apply:
  - a Suspected wrongdoing: a whistleblower's suspicion that wrongdoing is occurring within the NWO or another organisation with which they have come into contact through their work. The suspicion must be based on reasonable grounds, arising either from knowledge gained through their work at NWO or from knowledge obtained through their work with another organisation.
  - b Wrongdoing:
    - 1 A threat to the violation of EU law, or
    - 2 An act or omission where the public interest is at stake, involving:
      - 1 A violation or a threat of violation of a legal provision or internal rules that impose a specific obligation, established by NWO under a legal requirement, or
      - 2 A danger to:
        - a public health;
        - b personal safety;
        - c the environment;
        - d the proper functioning of NWO due to inappropriate behaviour or negligence.

The public interest is at stake if the act or omission affects more than just personal interests, and there is a pattern or the act is severe or widespread.

  - c Employer/NWO: NWO-D and the NWO-I foundation.
  - d Whistleblower: any current or former employee, or any person who performs or has performed work-related activities for NWO, including self-employed professionals, interns, temporary workers, applicants and directors.
  - e Competent authority: the NWO-D Executive Board or the NWO-I Board. For reports involving the Executive Board or the Board of NWO-I, the Supervisory Board acts as the competent authority.
  - f Whistleblowing Officer: the person appointed by the competent authority to whom the whistleblower can report suspected wrongdoing (anonymously). This person also serves as the Whistleblowing Officer at the NWO.

- g Confidential Advisor Whistleblowing: the person appointed by the competent authority whom employees can consult in confidence about suspected wrongdoing. This person also serves as the Whistleblowing Officer at NWO.
  - h The Act: the Whistleblowers Protection Act.
- 2 The NWO Whistleblower Policy applies to all reports of suspected wrongdoing made by a whistleblower.

## Article 2 – Confidentiality and data protection

- 1 Any person involved in a report or the investigation of suspected wrongdoing who gains access to information they know or reasonably should know is confidential is required to keep that information confidential, except where a legal provision obliges them to disclose it or where disclosure is necessary due to their role in implementing the Whistleblowers Protection Act.
- 2 Confidential information includes in any event:
  - a details about the identity of the whistleblower and the person accused of the wrongdoing, or anyone associated with them, and any information that could be traced back to these individuals; and
  - b information about business secrets.
- 3 The whistleblower's identity, and any information that could directly or indirectly reveal their identity, must not be disclosed without their consent.
- 4 If a legal provision, as part of an investigation by a competent authority or in legal proceedings, requires disclosure of the whistleblower's identity, they must be informed in advance, unless this would jeopardise the investigation or legal proceedings.
- 5 When notifying the whistleblower or any other party as mentioned in subsection 4, a written explanation of the reasons for disclosing their identity must be provided.

## Internal reporting procedure

### Article 3 – Internal report

- 1 An employee who identifies a potential breach of NWO's integrity or wrongdoing and is unable to resolve the issue satisfactorily through regular discussions may report the suspected wrongdoing to the Whistleblowing Officer appointed by the competent authority. This procedure also applies to other individuals who have been engaged in work-related activities for the NWO.
- 2 The report can be made:
  - 1 In writing (by e-mail or letter);
  - 2 Verbally by phone; or
  - 3 By requesting an in-person meeting within a reasonable time frame.
- 3 Reports of suspected wrongdoing may also be made anonymously.
- 4 Anonymous reporting can be made in writing or by phone, using a method that conceals the whistleblower's identity.
- 5 Employees have the right to consult the Confidential Advisor Whistleblowing or another trusted advisor about their suspicion of wrongdoing.
- 6 The whistleblower's identity will not be revealed without their consent. If the whistleblower's identity is not disclosed, all communication between the competent authority or investigators and the whistleblower, as outlined in this policy, will take place through the Whistleblowing Officer.

- 7 The Whistleblowing Officer will notify the competent authority of the suspected wrongdoing immediately, including the date on which the report was received.
- 8 The competent authority will send the whistleblower an acknowledgement of receipt within seven days, including the details of the suspected wrongdoing and the date it was reported to the Whistleblowing Officer.
- 9 The competent authority records the report in a designated register, which may be maintained by the Whistleblowing Officer. The information will be deleted if it is no longer necessary to meet legal requirements or other obligations established by Dutch law or EU law. If the report is made by phone or in a meeting at an agreed location, the Whistleblowing Officer will document it either:
  - a by recording the conversation in a permanent and retrievable form; or
  - b through a complete and accurate transcript of the conversation.Prior consent is required for the recording of a conversation, as referred to in point a. The whistleblower will be given the opportunity to check and correct the transcript, and to sign it as correct.

## Article 4 – Employer’s response to the report

- 1 The competent authority will investigate the reported of suspected wrongdoing unless:
  - a the suspicion is not based on reasonable grounds; or
  - b it is immediately clear that the report does not involve suspected wrongdoing.
- 2 If the competent authority decides not to investigate, it will inform the whistleblower in writing, providing reasons, within two weeks of the internal report.
- 3 The competent authority will assign the investigation to individuals who are independent and impartial, and inform the whistleblower of who will carry out the investigation.
- 4 The whistleblower will be given the opportunity to be heard as part of the investigation.
- 5 The investigators will document their findings and report them to the competent authority.
- 6 The competent authority will inform the whistleblower in writing of its findings and conclusions within three months of the report being submitted, including any follow-up actions where applicable.
- 7 Subsections 2, 3, 4 and 6, concerning informing and hearing the whistleblower, do not apply to anonymous reports.

## Article 5 – External report

- 1 A whistleblower has the option to report suspected wrongdoing directly to an external authority if they disagree with how the report has been handled through the internal procedure.
- 2 In addition to the Dutch Whistleblowers Authority, external authorities include the organisations mentioned in Article 2c of the Whistleblowers Protection Act.

## Article 6 – Protection against retaliation

- 1 The employer must not retaliate against the whistleblower during or after the handling of a report of suspected wrongdoing if the whistleblower has reasonable grounds to believe that the information reported about the suspected wrongdoing was accurate at the time of the report. The protection against retaliation under this article also applies to anyone

assisting the whistleblower, including any third party involved and the Whistleblowing Officer.

- 2 retaliation includes in any event:
  - a dismissal or suspension;
  - b a financial penalty, as outlined in Article 650 of Book 7 of the Dutch Civil Code;
  - c demotion;
  - d denial of promotion;
  - e a negative performance review;
  - f a written reprimand;
  - g transfer to another location;
  - h discrimination;
  - i intimidation, bullying or exclusion;
  - j defamation or slander;
  - k premature termination of a contract for the supply of goods or services;
  - l revocation of a permit.
- 3 If the employer takes any action listed in subsection 2 against the whistleblower within a short period after the report, the employer must justify the action and prove that it is unrelated to the report, which should not lead to retaliation.
- 4 A whistleblower must not be retaliated against during or after the public disclosure of suspected wrongdoing, provided that:
  - a the whistleblower has reasonable grounds to believe that the information provided about the suspected wrongdoing was accurate at the time of disclosure, and
  - b the whistleblower reported the suspected wrongdoing prior to the public disclosure:
    - 1 to the employer and a competent external authority as referred to in the Whistleblowers Protection Act, or
    - 2 directly to a competent external authority as referred to in the Act, and
  - c the whistleblower has reasonable grounds to believe that the investigation has made insufficient progress within three months, as per Article 4, subsection 6, or the relevant timeframe for external handling.
- 5 A whistleblower must also not be retaliated against during or after the public disclosure of suspected wrongdoing under the conditions mentioned in subsection 4, where the whistleblower reasonably believes that:
  - a the wrongdoing poses an imminent or real threat to the public interest;
  - b there is a risk of retaliation for reporting to a competent authority or other relevant body, or
  - c it is unlikely that the wrongdoing will be effectively resolved.

## Article 7 – Report

Each year, the competent authority must provide the central works council with a report on the number of reports of suspected wrongdoing and the outcomes of how those reports were handled.

## Article 8 – Publication

The NWO ensures that this policy is published in a way that makes it easily accessible to all employees. This also applies to the contact details of the Whistleblowing Officer/Confidential Advisor Whistleblowing.

# 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 In the case of equal suitability, applicants are considered equally and the organisation determines its choice partly on the basis of the diversity of the team and how it will be complemented by the applicant;
  - b Where appropriate, preferential policies for disadvantaged groups in the labour market may be applied;
  - c Applicants will be properly and fully informed about the procedure, content of the position and its place in the organisation;
  - d The applicant will only be asked for information which is necessary for assessing suitability for the position;
  - e The applicant will provide such information as NWO requires to obtain an accurate picture of his suitability for the vacant position and of his professional competence, and he will not withhold any information which he knows or should understand to be relevant to the filling of the position for which he is applying. No salary slip from a current or previous employer will be required from the applicant;
  - f NWO is transparent towards the applicant about information obtained by NWO from public sources (internet), and this information will be discussed with the applicant, stating the source, if relevant. NWO and applicant realise that information from public sources may not always be true, accurate or relevant.
  - g The privacy of the applicant will be guaranteed and the information provided by the applicant 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 applicant as soon as possible (within a few weeks) after the closing date for reactions:
  - a if he is unsuccessful;
  - b if he will be invited for an interview;
  - c if his application will be kept on file.
- 2 If an applicant is invited for an interview, or if his 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).
- 4 If NWO chooses to deploy a digital means of communication, confidentiality and care in doing so will be ensured, according to the applicable GDPR guidelines.
- 5 NWO may ask applicants to identify themselves during the procedure with a valid ID.

## Article 5 – Further inquiry

- 1 If the selection committee wishes to obtain information about the applicant from third parties, the applicant's prior permission will be requested, unless such permission is not required by law or further regulations. 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. If a psycho-logical examination is carried out, this will be done by, or under the responsibility of, a psychologist, in compliance with the professional code of the Netherlands Institute of Psychologists (NIP).
- 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 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 Only with applicants' explicit consent can his data be kept on file for other vacancies. Where appropriate, the applicant will be asked to renew consent and update data no later than after one year.
- 4 All agreements will be recorded in writing on entering into employment.

## Article 7 – Complaint handling

- 1 Applicants who feel that they have been treated carelessly or incorrectly during the application procedure may submit a written complaint to the head of the P&O department concerned within two weeks of the closing of the application procedure.
- 2 The head of the P&O department will investigate the complaint and inform the applicant of the findings in writing, stating supporting reasons.
- 3 Applicants who have received no response or an unsatisfactory response to the complaint submitted in writing by them may apply to the NVP complaints body or the National Ombudsman.
- 4 If complaints are filed in a year, the NWO-D Works Council or the NWO-I group Works Council will be informed at the end of the year in question about the number, nature and manner of settlement of the complaints filed, and any recommendation made by the NVP complaints body or the National Ombudsman.

# 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>10</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 bears considerable responsibility for compliance with these agreements.

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<sup>10</sup> Stichting Expertisecentrum Reintegratie (Reintegration Expertise Centre Foundation)

## 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.
- 4 **Medicines:** medicines that come with a warning label, which may influence the mental and/or physical capacity (including sleeping pills and sedatives).
- 5 **Workplace:** the working environment of the employee, places where the employee performs his 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.

## Article 3 – Responsibilities of the employee<sup>11</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 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 GP or the company doctor the use of medicines that may influence his 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.

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<sup>11</sup> See article 1.5.1. CAO-OI.

- 4 The employer will decide, following advice from the company doctor, if the employee can (continue to) perform his 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 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 will be denied access to the workplace for the rest of the working day.
- 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 Article 3.1 subsection 5 of the CAO-OI.
- 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 IR 11 'Right of Complaint' applies to 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.

# Implementing regulations Appendix 1 – Commuting allowance

## Calculation fixed allowance as of September 1, 2024

Account must be taken of 214 workable days per year (42.8 weeks).

The net allowance per month in the case of the low travel allowance is calculated as follows:  
(one-way travel distance x €0.11 x number of travel movements per week) x 42.8/12, with a maximum of €99.00 per month.

The net allowance per month in the case of the high travel allowance is calculated as follows:  
(one-way travel distance x €0.23 x number of travel movements per week) x 42.8/12, with a maximum of €206.00 per month.

# Appendix 2 - Guidance on bereavement leave

Employees may have to deal with the death of loved ones, which may affect their well-being and work. The employer takes this into account as far as possible, listening to the employee's needs in relation to work.

For the loss of a loved one, it has been agreed at the collective bargaining table that, in addition to Article 5.8 paragraph 1(a) of the CAO-OI, a guideline on bereavement leave will be drawn up by the employer for both employers and employees, in coordination with the employee participation body, to meet the employee's emerging need(s) in an appropriate manner. This guidance provides for the course of action in the event of the loss of a close relative and complements the leave provisions included in the CAO-OI for the loss of a close relative in the first or second degree. This will take into account the specific situation of the employee concerned and be lenient with requests for his leave in the interest of providing proper care for the grieving employee and a safe and healthy return to work.

## **Guidance on bereavement leave at NWO**

This protocol is a guide for supervisors and employees on how to act when an immediate colleague is faced with the death of a loved one.

If an employee faces a bereavement, it is important that the work situation take into account how the employee copes or can cope with this loss. Everyone processes loss in their own way. Grieving has no time limit. What an employee who is grieving needs to combine work and grief is tailor-made. Work can be a burden in the grieving process. Work can also support someone who is grieving. It can provide structure and distraction.

This guidance provides a course of action to best accommodate the affected employee. Managers and colleagues are recommended to take an active attitude: pay attention to the griever, seek contact or ask in what way contact is desired, and discuss the feelings associated with the loss. Here, listening and acknowledging is more important than giving advice.

Grief counselling can already start when there is long-term terminal illness of a loved one. The employee should be able to take leave days by mutual agreement to be with the sick person. In addition to the legal possibilities under the Work and Care Act for palliative leave (caring for a terminally ill person), the collective agreement (CAO-OI) offers possibilities for special leave.

## ***How to act after an employee's first notice***

As soon as news arrives from the employee (or someone else) about the death of a loved one in the employee's immediate vicinity, the supervisor will contact the employee as soon as possible should this initial message be an email or text message. The content of the contact will depend on the employee's needs, but is initially only aimed at showing sympathy and briefly discussing some practical matters such as:

- Is there a contact person in the organisation the employee would like to have contact with in the coming period (direct supervisor or human resources adviser)? Find out what the employee's needs are in terms of contact (what kind of visits, for example) and with whom.
- Which colleagues and business associates need to be informed?
- Can urgent work or appointments be taken over or cancelled?
- Should the grieving person indicate that the presence of colleagues at the funeral would be appreciated, colleagues will be given the opportunity to attend.
- Consider an appropriate response, such as a letter of condolence and/or flowers.

## ***Contact with employee after funeral***

Before special leave ends, the supervisor (or contact person) will contact the employee. They will discuss how the employee is doing, what support the employee may need and when the employee expects to return to work. The manager should indicate that work resumption is flexible in consultation with the employer. The needs of mourners can be very different. Returning to work may be a welcome distraction for one employee, while for another it may be a difficult, or even impossible, task. The most important thing is to have and keep contact with the employee. Arrangements can be made for adapted duties, working hours or leave, if so desired.

Points to note are:

- The supervisor (or contact person) finds out whether or not the employee wants telephone contact with colleagues and/or clients or external parties.
- The supervisor keeps colleagues informed of the state of affairs, if the employee so wishes.
- The supervisor discusses with colleagues and employee how the employee will working with, and be cared for by, colleagues. For example, taking care of the employee on the first working day after the loss.
- Where relevant, and only with the employee's consent, the supervisor informs the company doctor and/or company social worker about the situation.
- Working with and care by colleagues. For example, taking care of the employee on first working day after the loss.
- Colleagues take into account that the grieving employee may experience psychological and/or physical reactions, such as difficulty concentrating or insomnia.



## ***The leave framework for bereavement leave***

Article 5.8 paragraph 1(a) of the CAO-OI stipulates when an employee is entitled to special paid leave in the event of the death of a close relative.

- On the death of relatives by blood or marriage in the first degree, there is entitlement to four days' leave. First-degree relatives include partner, parents, parents-in-law, children, sons-in-law and daughters-in-law.
- On the death of relatives by blood or marriage in the second degree, there is entitlement to two days' leave. Second-degree relatives are brothers, sisters, grandchildren, grandfathers, grandmothers, sisters-in-law, brothers-in-law, stepsisters and stepbrothers.
- If the employee is in charge of arranging the funeral, this number of days is increased to 4 days (in the case of both first- and second-degree relatives lost).
- In addition, employees are entitled to at least one week of unpaid bereavement leave following the funeral of a close relative in the first or second degree.

In situations where a first-degree or second-degree relative is not involved, or where the aforementioned special paid leave and unpaid bereavement leave prove insufficient, a decision may be made to grant leave under Article 5.7 paragraph 1 of the CAO-OI. Agreements can also be made on the use of regular holiday leave for this purpose and tailor-made arrangements on remuneration.

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