



General Terms and Conditions for Hourly Employees – 1 July 2014 (restated 1 August 2017)

The following terms and conditions apply to hourly employees at the Danish Technological Institute:

1. Holiday pay

Holiday pay is accrued at a rate of 12.5% of basis salary earned and is paid out by FerieKonto.

2. Secondary sources of income, board member services and operation of independent companies

a) Under certain circumstances, the Danish Technological Institute may permit an employee to earn a secondary source of income from outside the Danish Technological Institute, for example from teaching, lecturing or publication activities.

The following conditions must be met in order for any secondary source of income to be permitted:

- The secondary source of income must not be earned from activities that compete with the Danish Technical Institute or its subsidiaries (hereinafter called 'the Danish Technological Institute')
- The secondary source of income must not be earned from activities that may be subject to legitimate criticism
- The secondary source of income must not be earned from activities that could a detrimental effect on the employee's work at the Danish Technological Institute

Remuneration from any secondary source of income must be reported to the Danish Technological Institute upon request.

b) The Danish Technological Institute encourages employees to become engaged in external committees – including board member services – aimed at promoting the interaction of the Institute with the Danish corporate sector. The conditions relating to secondary sources of income, cf. section **a)**, apply correspondingly to work in such 'positions of trust' as these.

When evaluating board member work undertaken outside the Danish Technological Institute this will be assessed to ensure that there in no way is any conflict of interest or competitive conditions with the Danish Technological Institutes activities that may affect the impartiality of the Danish Technological Institute Group.

c) The Danish Technological Institute will – in exceptional cases – permit an employee to run an independent company. Such permission will exclusively be given on the basis of specific and exceptional circumstances.

d) Authorisation for work that provides a secondary source of income, cf. section **a)**, committee/board member work cf. section **b)**, and permission to run an independent company, cf. section **c)**, must be received in writing prior to commencement from an



employee's head of personnel once this work has been sanctioned by the relevant director.

e) Each employee who undertakes secondary-income work, committee/board work, or who works in a self-owned independent company must constantly ensure that no conflicts of interest or legal conflicts arise, and in cases of doubt he/she must immediately notify in writing the relevant manager or administrative director who will determine the validity of the work.

3. Non-disclosure agreement

a) The employee is obliged to exercise due care in relation to the work he/she is involved with while under the employ of the Danish Technological Institute.

b) Similarly, the employee must not disclose information pertaining to matters to which he/she becomes privy as a result of his/her position, the confidentiality of which is, due to the nature of the information or in relation to a confidentiality clause, is required or imposed by the employee's immediate superior.

c) An employee must not use the Danish Technological Institutes or the Danish Technological Institutes customers' trade secrets, technical drawings, descriptions, formulae, models or similar in a way that contravenes paragraph 23 of the Danish Marketing Law or in any way violates good marketing practices.

d) The duty of confidentiality as described in sections **b)** and **c)** above continue to apply upon cessation of employment.

4. Loyalty

a) At all times, an employee must act in a loyal manner towards the Danish Technological Institute both - internally and externally.

b) If an employee's interpretation of a given situation deviates from that of the Danish Technological Institute (whether in a professional context or otherwise) the employee retains the right to put forward his/her opinions to his/her immediate superior; however, divergent opinions must not be expressed to the Danish Technological Institute's customers or in public without prior and clear written authorisation from a manager or administrative director.

c) All communication with external media – both spoken and written - must be authorized by an employee's immediate superior responsible for ensuring that communication complies with the Danish Technological Institute's guidelines and any other general interests.

5. Inventions and other intellectual property rights

a) The Danish law governing employee-created inventions, 1986-03-18 no. 131, revised as L 1992-02-26 no. 130 and L 2007-06-06 no. 523 (hereinafter called LAO), applies to every invention made by an employee, as well as every patent/utility-model application submitted, for six months after the employee has ended his/her employment at the Danish Technological Institute.

b) The Danish Technological Institutes customers share the same legal entitlement regarding the Danish Technological Institutes rights in accordance with LAO. Paragraph 5 of the LAO is hereby extended to cover the areas covered by the Danish Technological Institute as well as



the areas covered by its customers.

In terms of patentable inventions that are transferred to the Danish Technological Institute in accordance with the LAO, one-off remuneration may be awarded to the employee following agreement with the relevant administrative director, cf. the conditions stated in the employee handbook.

c) The Danish copyright law's paragraph 59 applies to all computer software developed by an employee while under the employ of the Danish Technological Institute; consequently, all copyrights for developed software automatically become the property of the Danish Technological Institute without requirement for extra remuneration, unless otherwise is agreed in writing with the Danish Technological Institute's administrative director.

d) All other intellectual property rights – including designs, trademarks, research results and copyrights – that originate from an employee's work in the service of the Danish Technological Institute are transferred directly to the Danish Technological Institute without cause for further remuneration.

For sections **5.c)** and **5.d)**, the Danish Technological Institute retains the exclusive rights to make use of intellectual property in either its original form or in any other way.

6. Parental leave

- a)** An employee who is pregnant is entitled to pregnancy leave with full pay for 4 weeks prior to the expected due date as well as 14 weeks' maternity leave with full pay after the birth.
- b)** Male employees are entitled to paternity leave with full pay two weeks up until the due date and again 14 weeks following the birth.
- c)** Both parents are entitled to hold 32 weeks of shared parental leave. In cases where an employee has two years' length of service with the Danish Technological Institute at the time of the child's birth, 5 of these weeks of leave will be covered by pay from the Danish Technological Institute. The remaining weeks will be held without pay from the Danish Technological Institute, but income maintenance (*dagpenge*) can be sought during this period.
- d)** The employee may only receive salary from the Danish Technological Institute during pregnancy, maternity/paternity leave on condition that the Danish Technological Institute is able to receive income maintenance reimbursement (*dagpengerefusion*) throughout the period of leave.
- e)** In cases of adoption, the mother is entitled to time off with full pay for a period that equates to standard maternity leave, i.e. 14 weeks. The father is entitled to the equivalent of section **6.b)** above, and for parental leave, the same as in section **6.c)** above.
- f)** For further information about parental leave and adoption, please refer to the Danish Technological Institute employee handbook.
- g)** Parental leave is covered by the standard rules of Danish law.

7. Group life insurance

- a)** After 1 year of employment, all employees will be enrolled in the Danish Technological Institute's group life insurance scheme.



8. Miscellaneous terms and conditions

a) The employee is contractually bound to adhere to all existing and any newly introduced guidelines, instructions and systems implemented by the Danish Technological Institute.

9. Alterations to the general terms and conditions of employment for hourly employees

a) In the event of changes to the general terms and conditions of employment for hourly employees, all affected employee groups will be notified.