



## General Terms and Conditions for Hourly Employees<sup>i</sup>

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

### 1. Holidays

Holiday pay is accrued at a rate of 12.5% of the basic 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, Danish Technological Institute may permit an employee to earn a secondary source of income from outside 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 Danish Technical Institute or its subsidiaries (hereinafter called '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 Danish Technological Institute

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

**b)** 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 Danish Technological Institute, this will be assessed to ensure that there in no way is any conflict of interest or competitive conditions with Danish Technological Institute's activities that may affect the impartiality of Danish Technological Institute Group.

**c)** 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 the head of personnel once this work has been sanctioned by the relevant executive vice president.



**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 executive vice president or the president 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 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 Danish Technological Institute's or Danish Technological Institute's customers' trade secrets, technical drawings, descriptions, formulae, models or similar in a way that contravenes section 4 of the Uniform Trade Secrets Act 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 Danish Technological Institute both internally and externally.

**b)** If an employee's interpretation of a given situation deviates from that of 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 Danish Technological Institute's customers or in public without prior and clear written authorisation from an executive vice president or the president.

**c)** Should an employee become aware of irregularities or any internal or external situation that deviates from standard practice, he or she is obliged to inform Personnel and Development immediately. Such notifications can be made anonymously, should this be desired.

**d)** 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 Danish Technological Institute's guidelines and any other general interests.

### **5. Inventions and other intellectual property rights**



**a)** The Danish Act governing employee-created inventions, no. 104 (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 Danish Technological Institute.

**b)** Danish Technological Institute's customers share the same legal entitlement regarding Danish Technological Institute's rights in accordance with LAO. section 5 of the LAO is hereby extended to include the areas covered by Danish Technological Institute as well as the areas covered by its customers.

In terms of patentable inventions that are transferred to Danish Technological Institute in accordance with the LAO, one-off remuneration may be awarded to the employee following agreement with the president, 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 in the employ of Danish Technological Institute; consequently, all copyrights for developed software automatically become the property of Danish Technological Institute without requirement for extra remuneration, unless otherwise is agreed in writing with Danish Technological Institute's president.

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

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

## **6. Maternity/paternity leave**

Rules on leave and adoption are stated in Danish Technological Institute's employee handbook.

## **7. 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 Danish Technological Institute, including the quality system of the Institute and the employee handbook.

## **8. Alterations to the general terms and conditions of employment for hourly employees**

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

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<sup>i</sup> Amended 8 December 2021