

Secondment Agreement

This Secondment Agreement (hereinafter the “**Agreement**”) is made between:

1. **The University of Malta** with its registered office in Msida, Malta MSD 2080, represented by Prof. Alfred J Vella, the Rector of the University of Malta, hereinafter referred to as the “**Home Entity**” and/or “**UM**”;
 2. **The Central European Research Infrastructure Consortium**, established by the EC – implementing decision (2014/392/EU) of 24 June 2014, incorporated under the laws of Italy under the VAT registration number IT01278610322, having its registered office at SS. 14, KM 163.5 IN AREA SCIENCE PARK, TRIESTE 34149, Italy, and hereby duly represented by Andrew Harrison acting as Executive Director, hereinafter referred to as the “**Host Entity**” and/or “**CERIC-ERIC**”;
- and
3. **Dr Joe Borg**, hereinafter indicated as “**Secundee**”, ID no: XXXXX; address: XX, Tower road, Sliema, Malta

Hereinafter the Home Entity, the Host Entity and Secundee also referred to separately as the “**Party**” or jointly the “**Parties**”.

Preamble

- A. WHEREAS CERIC is a European Research Infrastructure Consortium (ERIC) integrating and providing open access to some of the most advanced analytical facilities in Europe. The CERIC-ERIC is a Project Partner of Horizon Europe project “Accelerating ERA by Sharing Unique Talents for healThy Life and Environment” (hereinafter “**ERA SHUTTLE**”) awarded under the Grant Agreement number 101120502 (hereinafter the “**Grant Agreement**”);
- B. WHEREAS **UM** is an institution of higher education, and it offers education in nearly all fields of academic knowledge. UM is a Project Partner in the ERA SHUTTLE;
- C. WHEREAS the **Secundee** is employed with UM as Research Project Manager within Research Support Services Directorate; and
- D. WHEREAS the Parties desirous to conduct an intersectoral secondment within the ERA SHUTTLE.

The Parties hereby agree the following:

I. General Terms

1. **Consortium Agreement:** the agreement executed between the beneficiaries of the ERA_SHUTTLE.
2. **Secondment:** a period during which a Secundee is hosted by the Host Entity other than their Home Entity.
3. **Secondment Plan:** the detailed plan of activities to be carried out by the Secundee in the Host Entity attached as Annex I hereto.
4. The Home Entity, agrees to the placement of Dr. Joe Borg as a Secundee within the

framework of ERA SHUTTLE, for 100% full-time equivalent on the following conditions:

Secondment start date:	<i>January 27, 2025</i>
Secondment end date:	<i>April 28, 2025</i>
Secondment location:	Central European Research Infrastructure Consortium CERIC-ERIC

II. Object and Purpose

1. The present Agreement regulates the Secondee placement withing the Host Entity for execution of the activities foreseen by the Work Package 3 of the ERA SHUTTLE as detailed in the Grant Agreement.
2. During the period of the Secondment, the Secondee will undertake the role of the Access Management Officer and perform the tasks as outlined in the Secondment Plan. One of the main objectives of the Secondment is to improve the Secondee's skills and qualifications. This role is based at the CERIC-ERIC in Trieste-Italy, and the Secondee will reside in that country.
3. The Host Entity will provide the facilities and all support necessary for the Secondee to perform the tasks as outlined in the Secondment Plan for the duration of this Agreement.

III. Obligations of the Parties

1. Obligations of the Host Entity:
 - 1.1 The Host Entity shall cover the costs associated with the general use of premises, infrastructure, equipment, products and consumables necessary to perform the work specified in the Annex I during the period of the Secondment Agreement; provided that during secondment the Secondee shall use her personal computer to carry out the activities.
 - 1.2 In no event shall the Host Entity be responsible for the payment or waiver of any cost associated with the accommodation or travel expenses of the Secondee.
 - 1.3 The Host Entity will not pay any additional salary to the Secondee for the activities carried out in the framework of this Agreement.
 - 1.4 The Host Entity will not require payment of any fees by the Secondee.
 - 1.5 Pursuant to the Italian legislation (Legislative Decree no. 81/2000)) it is responsibility of the Host Entity to comply with all the prevention and protection obligations relating to the Secondment of the employee for the duration of and within the scope of the seconded activity, without prejudice to the Home Entity obligation to inform and train the employee on the typical risks generally connected to the performance of the tasks for which she is being seconded.
 - 1.6 The Host Entity undertakes to keep the Home Entity constantly informed of any accidents or occupational and other illnesses, which may occur to the Secondee during the performance of the Secondment, committing itself to transmit to the

Home Entity any document received for the purpose of fulfilment of the obligations concerning accidents and health at the workplace.

1.7 The Host Entity shall ensure that the Secondee is made aware of, and has access to, all policies, procedures, rules, and regulations applicable to the performance of their duties during the Secondment.

2. Obligations of the Home Entity and Secondee:

2.1 The Home Entity will continue to pay the Secondee's salary and all related social insurance costs according to the Secondee's employment contract with the Home Entity.

2.2 The Home Entity will cover travel costs to and from the place of Secondment. The cost of travel will be accepted in the travel form submitted accordingly to the internal procedure of the Home Entity.

2.3 The Home Entity shall cover costs related to travel, accommodation and subsistence allowance during the Secondment.

2.4 The Home Entity will cover the costs of additional insurance of medical expenses, personal accident insurance and civil liability.

2.5 Additional expenses incurred to meet the requirements of the Secondment will be borne by Home Entity against the Secondee's request with prior approval of the Home Entity.

2.6 Subject to the acceptance by the Parties, the Secondee shall be entitled to six (6) days of annual leave. The Secondee's full time annual entitlement for leave is of 24 days per annum as per the Home Entity's terms of conditions of employment. In addition, the Secondee shall receive additional entitlement equivalent to the number of public holidays at the Home Entity country that falls on the weekends during the Secondment. The holiday plan shall be accepted by the Parties and shall be attached hereto as Annex II.

2.7 The Secondee is required to complete and submit the Annex III (Holidays Form) to the Host Entity prior to the commencement of any holiday or leave.

2.8 In addition to complying with the Host Entity's requirements, the Secondee shall adhere to the procedures of the Home Entity for requesting and obtaining approval for any type of leave, including but not limited to annual leave, sick leave, or other forms of leave as per their employment contract.

2.9 In the event of a sickness, the Secondee shall provide the doctor's certification and report sickness according to the internal procedures of the Host Entity. The accommodation and substance allowance shall be paid continuously during any period of approved sick leave unless Secondee terminates the Secondment.

2.10 In the event of a sickness lasting longer than two (2) weeks, a decision regarding the introduction of an interruption period in the Secondment and potential return to the home country shall be made by the line managers of both the Host Entity and the Home Entity, in consultation with the ERA SHUTTLE project leader and the Secondee. Any such interruption must be documented in writing.

2.11 In the event of sickness exceeding a period of two (2) weeks, both the Home Entity and ERA SHUTTLE project leader reserve the right to terminate this

Agreement.

IV. Terms and Conditions

1. The Secondee shall at all times remain subject to the terms and conditions under her employment contract with the Home Entity. The Secondee will be maintained on the payroll of the Home Entity and the Home Entity shall retain all rights and responsibilities in relation to the employment contract with the Secondee. Any current pension arrangements of the Secondee will remain unchanged.
2. Day to day line management responsibility of the Secondee is held with the Host Entity line manager for the activities carried out during the Secondment.
3. The line manager in the Host Entity shall transfer knowledge and train the Secondee, according to the terms of the Grant Agreement. The overall management of the Secondee remains the responsibility of the Home Entity.
4. If issues of discipline, capability, sickness absence, behavioural standards or grievance occur during the Secondment, the Host Entity must ensure that issues of concern are discussed with the Secondee and the Home Entity at the earliest opportunity. It is the responsibility of the Home Entity line manager to initiate the appropriate procedure according to their internal rules of the Home Entity.
5. Line managers from the Home and Host Entity shall meet with the Secondee on a regular basis to review the Secondment progress to enable clear communication, the progress of implementing of objectives during the Secondment, the support to be offered to the Secondee and to ensure any concerns can be addressed at the earliest opportunity so the Parties benefit from the Secondment experience. The meetings shall be held approximately every two (2) or three (3) weeks.
6. The Host Entity line manager is Name Surname, Head of Science Strategy (email: name.surname@ceric-eric.eu) and the Home Entity line manager is Ms Name Surname (email: name.surname@um.edu.mt)
7. The Parties shall agree on the total working hours for the Secondee during the Secondment; provided that the total working hours shall not exceed the maximum hours stipulated in the Secondee's employment contract with the Home Entity. The Secondee may follow any flexitime and working from home policy of the Host Entity.
8. In no event shall the Home Entity bear the cost of any overtime worked by the Secondee during the Secondment. Any overtime costs incurred shall be the sole responsibility of the Host Entity.
9. The Secondee shall accept and comply with the Host Entity health and safety policies, and internal procedures, provided that the employment policies of the Home Entity continue to apply to the Secondee including but not limited to the absence policy, disciplinary policy and behavioural standards policy. Nothing in this clause shall require the Secondee to adhere to the policies of the Host Entity that are inconsistent with their employment contract with the Home Entity or any applicable laws governing their employment with the Home Entity. In the event of any inconsistency, the terms of this Agreement shall prevail unless otherwise agreed in writing by the Parties.

10. This Agreement shall be governed by Home Entity country's law and the Seconded's and Host Entity consent to the exclusive jurisdiction of the Courts of the Home Entity country in respect of this Agreement.
11. The Home Entity and the Host Entity shall endeavour to amicably settle disputes arising out among each other of or in connection with this Agreement. Any other disputes arising out of or in connection with this Agreement that cannot be amicably resolved shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.
12. The Secondment is subject to the Seconded being and remaining eligible to be appointed in the seconding country and is subject to the Seconded obtaining a valid visa entitling them to work in the Host Entity country and compliance with the Host Entity country's immigration rules.
13. For the duration of the Secondment, the Seconded shall be under the day-to-day supervision of the Host Entity and shall undertake to comply with the working practices of, and take instructions from the Host Entity.
14. The Seconded must devote herself to the tasks as outlined in the Secondment Plan.
15. The Host Entity will ensure that the Seconded enjoys the same standards of safety and occupational health as those of its employees holding a similar position, and will be responsible for the all prevention and protection obligations relating to the posting of the Seconded as required by law.
16. The Home Entity and the Seconded ensure that after the secondment is finalized, the return and reintegration phase will be equal to the duration of secondments. What means the Seconded will be employed by the Home Entity for the mandatory period. Additionally, the Seconded will take part in the activities of the ERA SHUTTLE project connected to the secondments, promotion of the results, knowledge exchange, evaluations and other measures related to the secondment.
17. The Home Entity shall not be liable to the Host Entity in respect of any loss or damage suffered by the Host Entity arising out of/or relating to the services provided under this Agreement or in respect of any failure to provide the services or arising out of /or relating to the termination of the Seconded's appointment at the Host entity prior to the expire date.
18. The Host Entity shall indemnify the Home Entity against all costs, claims, liabilities and expenses of any nature (including, without limitation, all compensation for dismissal under statute or common law and all costs and expenses incurred by the Home Entity in settling, contesting or dealing for the same) resulting from any breach by the Host Entity of its obligations under this Agreement.
19. The Home Entity shall not be liable in respect of any loss or damage suffered by any party arising out of or relating to Host Entity's failure to fully meet its responsibilities under the relevant national health and safety laws, regulations or practice. So far as is reasonably practicable, the Host Entity will ensure that premises, plant, equipment and working environments are safe and without risk to the health and safety of the Seconded and other persons who may also be affected. The Home Entity shall furthermore not be liable for any loss or damage suffered by any party arising out of or relating to the Seconded's failure to fully meet her responsibilities under the

relevant national laws and/or regulations applying to the Home Entity.

V. Intellectual Property Rights, Confidentiality and Data Protection

1. All the background Intellectual Property (IP), including data, personal data, documents and any other material whether in hardcopy, electronic form or otherwise, which is not generated within ERA SHUTTLE, but by CERIC outside the ERA SHUTTLE activities - of which the Secondee was clearly informed, and made available to the Secondee and the Home Entity within the context of this Agreement, should be considered Confidential Information, whether marked or not as such, and remain property of CERIC.
2. Each Party shall maintain the Confidential Information with the utmost care and diligence, allowing access only to those persons directly involved in the activities under this Agreement, upon being informed of the confidential nature of the information.
3. In the case that Host Entity wishes to protect the confidentiality of any data, documents or other material made available to the Secondee within the context of this Agreement, the Host Entity will enter into a separate Non-Disclosure Agreement (NDA) with the Secondee. In the case that Confidential Information is intended to form part of the thesis, dissertation, publication or poster of the Secondee, this NDA will include specific provisions to ensure that the Confidential Information remains protected.
4. In accordance with the ERA-Shuttle project Grant Agreement, results generated under this Agreement are owned by the Party which generates them. However, the Parties own results jointly if:
 - a) they have jointly generated them and
 - b) it is not possible to:
 - i. establish the respective contribution of each beneficiary, or
 - ii. separate them for the purpose of applying for, obtaining or maintaining their protection.
5. Any personal data, considered necessary for the execution of this Agreement, shall be processed according to the European Regulation 2016/679 (GDPR), solely for the purpose of carrying out the activities under this Agreement as well as to comply with the obligations provided for by laws.
6. According to the GDPR and the art. 15 of the Grant Agreement, each Party may grant their personnel access to personal data only if it is strictly necessary for implementing, managing and monitoring the Agreement. Each Party shall ensure that its personnel comply with the relevant confidentiality obligations.
7. In the case that the Secondee enjoys access rights to results and information generated within the ERA SHUTTLE or information, copyrights, data, documents, materials or IP rights owned by the other ERA SHUTTLE participants other than the Host Entity, the Secondee will ensure that the rights of the respective owner(s) are upheld in accordance with the Grant Agreement and the Consortium Agreement. For the avoidance of doubt, in the absence of a written agreement between the Host Entity and the respective owner(s) granting access rights, the Secondee will treat all such information, results, copyrights, data, documents, materials or IP rights as

‘confidential information’ in accordance with the terms of the Article 16 of the Grant Agreement.

8. The Seconded shall inform the Home Entity and the Host Entity as soon as possible of circumstances likely to have an effect on the Intellectual Property provisions of this Agreement particularly regarding the subject of the scientific publications.
9. The IP rights of the report produced at the conclusion of the Secondment (hereinafter the “Secondment Report”), shall be vested at the Home Entity; provided that the Hosting Entity shall be granted a perpetual, royalty-free, non-exclusive license to use, reproduce, and distribute the Secondment Report for the purposes of supporting its ongoing research and collaboration efforts within the European Research Area. All further rights and IP management regarding the Secondment Report will adhere to the stipulations outlined in the Consortium Agreement, with due regard for EU regulations on IP and research outputs publications.
10. Any scientific publication developed in collaboration with CERIC-ERIC during the Secondment shall be governed by the IP terms as outlined in the Consortium Agreement. Publications will be co-authored as appropriate and should reflect all contributing authors' affiliations accurately. Prior to submission of any manuscripts for publication, both Parties agree to a mutual review to ensure that all proprietary and sensitive information is appropriately managed or excluded. Both Parties acknowledge that publication of data originating from CERIC-ERIC shall require prior written consent from CERIC-ERIC, ensuring that any sensitive information or proprietary data is protected in compliance with the guidelines set forth in the Consortium Agreement.

VI. Additional Remarks

1. Nothing in this Agreement shall be construed in any way as to diminish or alter the rights of the European Commission as set out in the ERA SHUTTLE Grant Agreement.
2. Nothing in this Agreement shall be construed in any way as to alter any other agreements or the associated terms and conditions of the appointment held by the Seconded at the Home Entity.
3. Any proposed changes to the terms of this Agreement shall be discussed and agreed in writing by the responsible authority of the Home Entity, Host Entity and Seconded.

VII. Termination

1. For unexpected and unavoidable situations either the Home Entity or the Host Entity or the Seconded may terminate this Agreement before the end of the period with prior one month's written notice to the other Parties. In such case, the Agreement shall immediately cease to on the expiry of the said one-month period.
2. Following the termination of this Agreement, the Seconded is expected to resume their duties for the Research Support Service Directorate at the Home Entity for a minimum period of three (3) months.
3. In the event that the Seconded is unable to fulfil the requirement set out in the previous paragraph specifically due to the Seconded (directly or indirectly) taking up employment with, or entering into any other arrangement with, the Host Entity, or a

subsidiary or affiliate entity of the Host Entity, the Seconded shall be liable to pay to the Home Entity a penalty equivalent to three (3) months' gross salary (reckoned at such amount as set out in the Seconded's employee agreement with the Home Entity) – (the “**Penalty**”). The said Penalty is being stipulated for mere breach and shall be a penalty as construed in articles 1118 to 1124 of the Civil Code (Chapter 16, laws of Malta). The Seconded further accepts and agrees that in the event of any conflict between this provision and the Seconded's employment contract or other agreement regulating the Seconded's employment relationship with the Home Entity, the present provision shall prevail.

VIII. General Provisions

1. In the event any provision of this Agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this Agreement, which shall continue remain in full force and effect.
2. With respect to the Seconded's obligations towards the Home Entity under this Agreement, the laws of Malta shall apply and any disputes or claims related thereto shall be subject to the exclusive jurisdiction of the Maltese Courts.

IX. Signatures

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

SIGNED:

For and on behalf of the Home Entity, **University of Malta**

Signature.....

Date:

Stamp:

NAME: Prof. Name Surname

JOB TITLE: Rector

For and on behalf of the Host Entity, **CERIC-ERIC**

Signature.....

Date:

Stamp:

NAME: Name Surname

JOB TITLE: Executive Director

For the **Seconded**:

Signature.....

Date:

NAME: Dr Joe Borg

JOB TITLE: Research Project Manager

Annex I: Secondment plan

Objectives:

The purpose of the secondment at CERIC-ERIC is to enhance the Secondee research support capabilities in the art and science of the Management of Research Infrastructures. In University of Malta the Research Facilities and infrastructures can be referred to as “Sleeping Beauties” because of the absence of the unified approach and guidance for the access modalities. University of Malta is planning to improve access to its RIs and RFs for SMEs and researchers, which is essential for driving innovation and entrepreneurship. Formally, UM will be introducing a Cluster for Research Infrastructures, which will form part of UM based system of clusters. By participating in this secondment, the Secondee aims to gain insights into best practices and innovative solutions that can address current challenges in providing access to research infrastructures, thus contributing to more effective management strategies. This opportunity will allow the Secondee to collaborate with leading experts and gain hands-on experience with advanced research facilities that are pivotal for the Secondee ongoing work, as well as for her career development.

Specific tasks:

During the secondment, the Secondee will assume the role of “Access management officer” within the CERIC-ERIC team. The Secondee’s responsibilities will include:

- Familiarizing with the principles, policies and state-of-the-art access infrastructure available at CERIC-ERIC User Office for the management of scientific users.
- Conducting research on policies and frameworks that facilitate better access to research infrastructures for various stakeholders, including SMEs. Working on a practical case: identifying the best access modalities for CERIC’s associated facilities in life Sciences.
- Collaborating with CERIC staff to analyze existing access models for research infrastructures, their implications and the feedback provided by researchers who use these models.
- Collaborating with other research managers and administrators on joint projects focusing on improving the access modalities managed by the User Office.
- According to the availability, participating in workshops and training sessions focused on improving management practices.

Annex II: Holidays plan

From (day, month, year)	Until (day, month, year)	Number of working days
10 February 2025	10 February 2025	1 day
18 March 2025	19 March 2025	1 days
31 March 2025	31 March 2025	1 day

Annex III: Additional Holidays Form

(name and surname)

(place and date)

(position)

(organisation department/unit)

Additional Holidays Form

I would like to request holidays

annual leave

for request

For year from day until

Number of working days number of hours

I hereby confirm that I am aware during holidays, an allowances for accommodation, subsistence and public transport will be not paid by the Home Entity in connection with the suspension of business travel.

.....
Signature of the Seconded