

MOBILE ELECTRONIC WORK FACILITIES SCHEME

Introduction

Nikhef is an open organization with a dynamic and international character. Large groups of Nikhef's employees regularly work from locations other than their workplace at the Nikhef institute. Nikhef wishes to facilitate the need for electronic and personal interaction that forms part of the work, both at the workplace and outside it. That includes the need to create the possibility to also use electronic work facilities outside the workplace for certain groups of employees.

This Scheme describes the manner in which, the terms and conditions pursuant to which, and to which employees (or categories of employees) Nikhef will make the described electronic work facilities available.

1. General Provisions

- 1.1. An 'Employee' is taken to mean: a person who is employed by one of the partners within the Nikhef alliance.
- 1.2. Nikhef can make available to Employees for whom it is deemed necessary for the performance of their work requisite mobile electronic work facilities and related accessories (to be referred to below as the 'Equipment'), in addition to service contracts if necessary.
- 1.3. An Employee will be eligible to be provided with the Equipment only if he fulfils the terms and conditions stipulated in this Scheme. In the event that the Employee does not meet or no longer meets those terms and conditions, he will be required to turn in the Equipment in question to Nikhef or to a third party that Nikhef designates, immediately upon request by Nikhef, in a manner to be determined by Nikhef.
- 1.4. A user agreement will be drawn up with respect to the Equipment that is made available to an Employee. This Scheme will form an integral part of that user agreement. The model of the user agreement is attached to this Scheme as Appendix 1.
- 1.5. In the context of the provision and use of the Equipment and the conclusion and maintenance of service contracts for the benefit of the Employee, Nikhef will register and save the minimum information needed in respect of the use of the Equipment that has been made available and will share it with third parties that Nikhef has selected for that purpose, insofar as necessary. The customary privacy rules will be duly complied with in that context.
- 1.6. An Employee's refusal to sign a user agreement will disqualify the Employee from being eligible to be provided with Equipment.

2. Use

- 2.1. The Nikhef terms and conditions of use of the network and computers (the 'Acceptable Use Policy') govern the use of the Equipment.
- 2.2. In principle, the Employer is permitted to analyse data with respect to the use of Electronic Means of Communication in order to investigate possible unauthorized use, in the event that there is a reasonable suspicion or presumption of any unauthorized conduct on the part of one or more Employees. In this context it is assumed that other possible measures have been exhausted, that the company has a weighty reason that is in jeopardy and that, when the analysis is carried out, the severity of the consequences for the Employee(s) involved and the manner in which the privacy of the Employee(s) will be protected will be taken into account.

- 2.3. The Equipment that is provided will remain the property of Nikhef and will be provided to the Employee/user on a loan.
- 2.4. The Equipment that is made available, as well as any separate parts that are provided (such as SIM cards), will be made available exclusively to the Employee and must be used as one single object.
- 2.5. The Employee is permitted to use the Equipment for private purposes.
- 2.6. The Employee must be duly careful when using the Equipment that is made available to him, he must at least comply with the instructions for use of the Equipment, and he must further do everything that can be expected of him under the circumstances to prevent the loss, theft or destruction of, or damage to, the Equipment in question.
- 2.7. In the event that the Equipment is stolen or lost, the Employee must immediately have any telephone numbers blocked, must report the theft or loss to the police, and must provide Nikhef with a copy of the police report.
- 2.8. The Employee must use the Equipment in a socially responsible manner and must refrain from any use that could be considered a criminal offence or as participation or involvement in a criminal offence. This also includes installing illegal software.
- 2.9. In the event that the Equipment is damaged, the damage must be reported to the CT Department, regardless of the cause of the damage. The CT Department will determine whether and how the Equipment will be repaired.
- 2.10. Any and all damage that is the result of intentionally or willfully reckless acts on the part of the Employee will be for the Employee's account. This specifically includes, but is not limited to:
 - 2.10.1. failing to comply with the instructions for use;
 - 2.10.2. making any modifications to the hardware or software that are not prescribed and/or approved by the manufacturer of the Equipment (such as 'jailbreaking'); and
 - 2.10.3. failing to secure the Equipment, or failing to secure the Equipment adequately, by means of for example passwords.
- 2.11. The user agreement will stipulate the manner in which contributions and/or compensation for damage that the Employee is obliged to pay Nikhef pursuant to this Scheme will be charged.
- 2.12. The FOM complaints procedure will apply in respect of any disputes.
- 2.13. Insofar as applicable, the Equipment may be used in a car only hands-free. Nikhef is not responsible for any damage or fines as a result of a failure to use the Equipment hands-free in a car.

3. Grant of facilities

- 3.1. For Employees who hold the following positions or who are in one of the following job categories, a laptop is deemed to be a necessary facility and may therefore be provided:
 - 3.1.1.
 - PhD students
 - Postdoctoral researchersEmployees who are appointed to one of those positions will be eligible to purchase a laptop a maximum of one time during the term of their employment. The purchase price of the laptop is subject to a maximum of € 1,250.00, inclusive of VAT. The management board can adjust this amount annually.

3.1.2.

- members of the management team;
- programme leaders;
- academic staff members who are employed on a permanent basis (including academic staff members whom Nikhef puts on par with such Employees);
- technical group leaders;
- managers of Nikhef's support departments; and
- any other Employees in respect of whom it is deemed necessary that they have a laptop at their disposal in order to perform the work related to their position, to be assessed and determined by the Director or Nikhef.

The Employees listed above will be eligible for a laptop that has a purchase price and lifespan that will be determined on the basis of the characteristics of the laptop that are considered necessary for the Employee in question. The Technical Group Leader of the CT Group will decide whether a laptop will be purchased.

3.2. For Employees who hold the following positions or who are in one of the following job categories, a smartphone is deemed to be a necessary facility and may therefore be provided:

- members of the Nikhef management team;
- program leaders;
- academic staff members who are employed on a permanent basis (including academic staff members whom Nikhef puts on par with such Employees);
- technical group leaders;
- managers of Nikhef's support departments;
- Employees who, in view of their position, must structurally be on stand-by duty outside regular office hours; and
- any other Employees in respect of whom it is deemed necessary that they have a mobile telephone/smartphone at their disposal in order to perform the work related to their position, to be assessed by the Employee's supervisor together with the Technical Group Leader of the Nikhef CT Group. The final decision always will be made by the Director of Nikhef.

3.3. The following Employees will be eligible to be granted mobile electronic work facilities other than those listed above:

- Employees in respect of whom it is deemed necessary that they have such work facilities at their disposal in order to perform the work related to their position, to be determined by the Employee's supervisor together with the Technical Group Leader of the Nikhef CT Group. The final decision always will be made by the Director of Nikhef.

4. Termination of the provision

4.1. The provision of the Equipment will end in the following situations:

- on the date on which the employment is terminated;
- on the date on which the work at Nikhef is terminated;
- in the event that the Employee's position is changed;
- after six months of uninterrupted, full incapacity for work;
- on the date on which a suspension or placement in non-active service enters into effect; and
- in the event that the Employee repeatedly fails to comply with the obligations that he has pursuant to the relevant schemes and instructions or seriously neglects to comply with the duty of care that he bears. The provision will end on the date to be determined by Nikhef.

- 4.2. On the date on which the provision ends, the Employee will be obliged to return the Equipment, together with all the related accessories and documents. In the event that the Employee in question fails to return the equipment or terminate the use of the Equipment, that Employee will owe any and all resulting costs as from that time.
- 4.3. In principle, any service contracts, licences etc. that relate to the Equipment will remain the property of Nikhef.

5. Choice of Equipment and allocation of costs

- 5.1. Nikhef will pay all the costs of purchasing and maintaining the Equipment, insurance, service contracts and call charges directly to the supplier.
- 5.2. Choice of laptops
 - 5.2.1. The Employee may decide what brand and type of laptop is purchased, within the financial limits that have been set.
 - 5.2.2. The supplier of the laptop must be located in the EU (also including Switzerland).
 - 5.2.3. In the event that the Employee decides to purchase a more expensive laptop that falls outside the limits stipulated in this Scheme, it will be possible to agree with the Employee that the Employee will make an additional payment from his own resources. That payment will be equal to the difference between the costs of a laptop that the Employer considers adequate and the costs of the laptop that the Employee has chosen.
 - 5.2.4. The laptop will be replaced at a time to be determined by Nikhef, but in any event not earlier than after three years. The old Equipment must be turned in when it is replaced.
- 5.3. Choice of mobile telephones/smartphones
 - 5.3.1. In the context of this Scheme, the Employee will be able to choose from a limited number of telephones, to be selected by Nikhef's CT Department.
 - 5.3.2. The CT Department will ensure that at least one up-to-date type of smartphone will be available without any additional payment by the users.
 - 5.3.3. An additional payment may be requested for other telephones made available by the CT Department. Nikhef's Management Board will determine the amount of that additional payment.
 - 5.3.4. The CT Department will clearly indicate, in respect of the smartphone that is chosen, the level at which the user can expect service and support in the event that any problems arise in connection with the telephone.
 - 5.3.5. Nikhef will determine the type of service contract and will conclude and administer the contract with the provider of its choice.
 - 5.3.6. The Equipment will be replaced at a time to be determined by Nikhef, but in any event not earlier than after two years. The old Equipment must be turned in when it is replaced.
 - 5.3.7. The Employee accepts that Nikhef may monitor the extent of the use, with due observance of the provisions stipulated in Article 2.2, including on the basis of the provider's invoices.
 - 5.3.8. The Employee will be consulted if and insofar as the costs for use that the Employee incurs significantly deviate from the average use by comparable Employees. In such cases a solution will be sought in consultation with the Employee. In the event that such a solution cannot be found, the Employer will be authorized to terminate the provision of the facility/facilities.
- 5.4. Necessary premature replacement of the Equipment that has been made available, as a result of theft, damage that cannot be blamed on the Employee or any other events for which the Employee cannot be blamed, will not be automatic and will be considered on a case by case basis. In such cases, depending on the specific situation, Nikhef may provide Equipment that is not the Employee's first choice

6. Final provisions

- 6.1. This Scheme has been instituted after the Nikhef's Management Board consulted with the Works Council.
- 6.2. The Scheme will remain in force for an indefinite term and will enter into effect on 1 June 2016.
- 6.3. Any and all schemes that may apply with respect to mobile electronic work facilities (and the allocation of them) will cease to apply as from the date on which this Scheme enters into effect.
- 6.4. Any amendments to this Scheme will be submitted to the Nikhef Works Council for approval.

Mobile Electronic Work Facilities User Agreement

The undersigned:

Initials and surname :.....

Date of birth :.....

Street address :.....

Postal code and city :.....

IBAN number :.....

to be referred to below as the 'Employee', and the Nikhef National Institute for Subatomic Physics, to be referred to below as 'Nikhef', hereby agree as follows:

1. The Employee declares that he/she has received:

the following brand and model mobile telephone, which Nikhef has provided:

.....having registration number

A SIM card has been provided together with the telephone, having

telephone number and SIM card number

the following brand and model laptop, which Nikhef has provided:

.....

another facility, *i.e.*:

.....

2. The Employee declares that he/she has received the Equipment and accessories on a loan. The Equipment will remain the property of Nikhef at all times.

3. The Employee declares that he/she is familiar with the Mobile Electronic Work Facilities Scheme.

4. The Employee declares that he/she is aware that in the event that his/her work for Nikhef is terminated, the Equipment that he/she has obtained in this context will have to be turned in to Nikhef in good condition within two days.

5. In the event that the Employee fails to comply with the condition stipulated in paragraph 4, or in the event that the Employee owes Nikhef any amounts in accordance with the terms and conditions stipulated in the Mobile Electronic Work Facilities Scheme, the Employee will be invoiced for the relevant amounts. The Employee accepts that – if possible – any amounts that are invoiced will be withheld from the Employee's salary or any other financial claims that the Employee has against Nikhef.

Signed in Amsterdam, the Netherlands, on

Signature for receipt and declaring agreement and acceptance:

On behalf of Nikhef:

.....
Name

.....
Name