



SERVICIO PÚBLICO
DE EMPLEO ESTATAL

INDEFINITE EMPLOYMENT CONTRACT IN ACCORDANCE WITH ARTICLE 23 BIS OF LAW 14/2011, OF 1 JUNE, OF SCIENCE, TECHNOLOGY AND INNOVATION.

External Ref.: PID2022-136830OB-I00

Contract Code: I00

DATA OF THE COMPANY

CIF/NIF Q2803011B		
Mr/Ms	D.N.I.	As Rector
Name or Company Name UNIVERSIDAD REY JUAN CARLOS		Registered Office C/ Tulipán s/n
Country SPAIN	Municipality MÓSTOLES	Post Code 28933

DATA FROM THE CONTRIBUTION ACCOUNT

Regime 0111	Prov.Code/Number/Contr.Dig. 28 1304132 58	Economic Activity EDUCATION
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DATA OF THE CENTER OF JOB

COUNTRY SPAIN	Municipality: MOSTOLES
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DATA FROM/OF THE EMPLOYEE

Mr/Mrs	NIF/NIE	Date of birth:
Affiliation No. to the S.S	Formative Level:	Nationality:
Municipality: Madrid	Country: Spain	

With the legal assistance, in this case, of Mr/Ms _____ DNI _____, as _____.

DECLARE

That the employer is: Universidad Rey Juan Carlos

That the employee is: Mr/Ms _____

and is in possession of the required qualification specified in the first clause of this contract.

Both parties meet the requirements for the execution of this contract and, consequently, agree to formalise it in accordance with the following:

CLAUSES

FIRST: The hired person shall provide services as _____, in tasks related to research and knowledge transfer, as a Graduate, under a research project within the line of research: _____, located at _____.

SECOND: Work hours shall amount to 37.5 hours per week, from Monday to Friday, with the breaks established by law, and in accordance with the Agency's normal working hours and the needs of the Service.

THIRD: The duration of this contract shall be INDEFINITE, starting the employment relationship on _____ with the validity linked to the line of research: _____, object of the contract as detailed in clause SEVENTH. All of this in accordance with article 23 bis of Law 14/2011, of 1st June, on Science, Technology and Innovation.

A trial period of 3 months is established, in accordance with the provisions of article 14 of the Workers' Statute. During this period, which shall be counted from the date of effective commencement of the work under contract, either party may terminate the employment relationship in accordance with the provisions of Article 14 of the Consolidated Text of the Workers' Statute Law.

FOURTH: The causes for the termination of the employment contract are those provided for in Article 49 of the revised text of the Workers' Statute Law and its implementing regulations and concordant rules.

The objective causes for termination of the contract shall be those provided for in Article 52 of the revised text of the Workers' Statute Law, with special mention of letter e), which specifies as an objective cause the insufficiency of the financial allocation of the corresponding provision for maintaining this employment contract, which is referred to in clause SEVEN.

In all aspects not provided for in this contract, the provisions of the applicable legislation in force shall apply.

FIFTH: The employee shall receive a total remuneration of _____, in **12 annual payments** (Extraordinary payments are prorated),

The full remuneration earned by the employee shall be subject to the deductions and withholdings legally applicable at all times, in accordance with the provisions applicable to Personal Income Tax and contributions to the General Social Security System.

SIXTH: Annual leave shall be 30 calendar days per year worked.

SEVENTH: The activity of this contract shall be carried out within the framework of the line of research: _____, in accordance with the terms and conditions of the call for the selective process.

EIGHTH: Upon termination of the contract, the employee shall be entitled to receive compensation in accordance with the provisions of letter b) of Article 53 of the Workers' Statute or those established in the specific regulations applicable, if appropriate.

NINTH: Modifications to the above-mentioned working conditions shall be proposed by the principal investigator and shall be expressly authorised by the Rector of Universidad Rey Juan Carlos or the person delegated by him/her as the competent body of the Administration for the modification of working conditions, in accordance with the terms of the Workers' Statute. Modifications that do not comply with the above shall not bind the employer, without prejudice to the responsibilities that may apply.

TENTH: This contract shall be governed by the provisions of the applicable legislation in force and, specifically, by the Revised Text of the Workers' Statute Law, approved by Legislative Royal Decree 2/2015, of 23 October; and by article 23 bis of Law 14/2011, of 1 June, on Science, Technology and Innovation. Likewise, the provisions set forth in the terms and conditions of the call for applications for the selection process and its awarding resolutions shall also apply. In all aspects not provided for in this contract, the provisions of the applicable legislation in force shall apply.

ELEVENTH: Contracted personnel may not enter into work contracts with other organisations, except with the express authorisation of the employer and written agreement to the contrary, and without prejudice to the compliance with the regulations on personnel incompatibilities, in which the provisions of the regulations in force on the matter, and especially in Law 53/1984, of 26 December, on Incompatibilities of personnel in the service of the Public Administrations, shall apply.

TWELFTH: Contracted personnel must maintain secrecy and confidentiality of all findings or any information of which they have knowledge or to which they have access during the performance of their work contract.

The principles of confidentiality shall be governed by:

- 1) Any information exchanged between the parties shall be kept confidential unless the party providing the information gives permission to disclose it.
- 2) The provisions of the preceding paragraph shall not apply when:
 - a) The information received is in the public domain.
 - b) The information is lawfully and publicly accessible in ways that are not covered by this agreement or any agreements that may be made under this agreement.
 - c) The information is obtained from a third party who has a legitimate right to use, disseminate or communicate such information.
 - d) There is an obligation to supply information in response to a legal or judicial requirement, in which case the supplying party shall be notified immediately. Likewise, the receiving party shall only disclose such information as is legally required.
- 3) If the work developed by the employee is to be used for publication, reading in a thesis or any other form of dissemination, they must request express written consent from Universidad Rey Juan Carlos for its use, which shall be expressly decided within three months of receipt of the request. If no express decision has been made within this period, the application shall be deemed to have been rejected.
- 4) After participation in the aforementioned research activities, the aforementioned confidentiality shall be maintained indefinitely, unless, in accordance with the possible obligations undertaken by Universidad Rey Juan Carlos in projects/agreements/contracts, a shorter period of time is available, in which case their terms shall apply.
- 5) Universidad Rey Juan Carlos may require the immediate delivery of information received or generated in the exercise of the employee's activity during the relationship with the University, and the staff shall undertake to destroy any unauthorised copies.

THIRTEENTH: The content of this contract shall be communicated electronically to the Public Employment Services within 10 days of its conclusion.

FOURTEENTH: For the execution of this contract, funding is available as reflected in the corresponding addendum, in the line of research: _____, charged to the R+D+i projects that shall also be included in the addenda to this contract.

FIFTEENTH: The data included in this contract shall have the protection derived from Regulation (EU) 2016/679 of the European Parliament and of the European Council, of 27 April 2016, and from Organic Law 3/2018, of 5 December.

SIXTEENTH: The employee shall exercise the intellectual property rights derived from his/her own activity in accordance with his/her contribution, in accordance with the provisions of the revised text of the Intellectual Property Law, approved by Royal Legislative Decree 1/1996, of 12 April, and in accordance with the provisions of Article 51 (Transfer of the Rights of the salaried author).

The aforementioned rights shall be independent, compatible and cumulative with other rights that may derive from the research or activity carried out, without prejudice to the conditions derived from the collective work when the researcher participates in or is linked to a collective research project.

1) The possible industrial property rights of the employee shall be regulated in accordance with the provisions of Law 24/2015, of 24 July, on Patents, especially by its Articles 15, 16 and 18 and Royal Decree 55/2002, of 18 January, on the exploitation and transfer of inventions made in public research bodies. The aforementioned rights shall in no case have a salary nature.

2) Likewise, the possible industrial property rights of the employee, as well as the patrimonial rights that make up the intellectual property that may be generated throughout the entire term of the contract, shall be regulated in accordance with the provisions of article 53 and following articles of Law 2/2011, of 4 March, on Sustainable Economy.

SEVENTEENTH: When conflicts arise in the employee's labour relations that affect the ethical aspects of the professional actions and of the organisation, the parties shall submit to the constituted Research Commission and/or the Ethics or Scientific Integrity Committees of Universidad Rey Juan Carlos, which shall report and make the pertinent recommendations to the body in charge of their resolution.

EIGHTEENTH: Litigious matters shall be submitted to the Courts and Tribunals of the social jurisdiction of Madrid.

NINETEENTH: If at any time during the employment relationship the employee ceases to have the required permit to work in Spain, the contract shall be automatically terminated, without the need for prior notice and without the right to any compensation whatsoever. Likewise, this contract is conditional upon the definitive obtaining of the corresponding Declaration of Equivalence of the qualification presented.

And for the record, this contract is drawn up at the place and on the date indicated below, signed by the parties concerned.

In _____ on _____ 2025.

BY THE RECTOR

(Rector's Resolution 01/13/2023)

The Vice-Rector for Transfer and Scientific-Technological Structures

Signed: Fernando Martínez Castillejo

Signed: _____