

FIXED TERM EMPLOYMENT CONTRACT



UNIVERSITÉ DU
LUXEMBOURG

The present contract has been signed between

UNIVERSITY OF LUXEMBOURG, public institution, established at L-4365 Esch-sur-Alzette, 2, Avenue de l'Université, represented by Mr Stéphane PALLAGE, Rector,

hereafter referred to as "the Employer" or the "UL", on the one hand

AND

Mrs Ziwei XU,

born on **21/03/1991** in **Yangzhou City (China)**

Residing in **Bulong Road, 518000 Shenzhen City, China**

hereafter referred to as "the Employee", on the other hand

1. Subject

The UL hires the Employee for a defined period of time, as **Doctoral researcher (Assistant-doctorant) assigned to the Faculty of Law, Economics and Finance (FDEF) / DL**, in the frame of the research project **R-STR-8027-00-B** under the supervision of **David HIEZ**.

The doctoral researcher, enrolled in a doctoral program, is a teacher-researcher in scientific and pedagogical training who conducts research- and teaching activities under the supervision of a professor, within the legal framework of article 23 and article 28, paragraphs 1 and 2 of the law of 27th June 2018 regarding the organization of the University of Luxembourg (hereafter "the Law"), or under the supervision of a holder of authorization to carry out research at the University,

The tasks of the Employee are described in the attached job description and are an integral part of the contract. The UL may adapt or modify the duties of the employee according to operational requirements.

On top of the described tasks, other tasks may be assigned to the Employee within the scope of the duties described above.

2. Conditions

This contract is concluded for a determined period of **36 (thirty six) months**, from **01/02/2021** to **31/01/2024** subject to the fulfilment of the condition that the Employee is enrolled as doctoral student at the UL. In case the Employee is a third country national this employment contract shall only take effect, subject to the fulfilment of the condition precedent (condition suspensive) that the Employee is issued by the Luxembourg Ministry of Foreign Affairs a residence and/or work permit for salaried workers. If the condition precedent is not fulfilled on the starting date of this contract, the latter shall be considered null and void.

In case the Employee does not succeed in finalizing his/her thesis within the total duration of 36 months of the contract, an extension of maximum 12 (twelve) months is possible in case of a positive assessment of the CET on the progress of the doctoral work of the Employee, to allow the Employee to finalize his/her thesis, without exceeding the maximum contract duration of 48 (forty-eight) months.

www.uni.lu

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TVA Intracom LU 19805732
N° R.C.S.L. - Luxembourg J20

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Subsequent extensions are subject to amendments to the current fixed-term employment contract.

Moreover, the UL reserves the right to terminate the present employment contract before the expiration of its initial term, respectively the terms resulting from a first or second extension, in case of a negative opinion of the CET on the continuation of the thesis of the Employee by payment of an indemnity equivalent to 2 (two) months' salary in accordance with article L. 122-13 paragraph 2 of the Labour Code.

By way of derogation from article L.337-2 of the Luxembourgish Labour Code, it is expressly agreed between the parties that in case of a maternity and/or a full-time parental leave (provided that the Employee is entitled to such leave in accordance with the legislation in place), the present contract is suspended and will become effective again at the end of the maternity and/or full-time parental leave, without exceeding 60 (sixty) months in accordance with article L.122-4 (4) of the Labour Code.

The contract automatically ceases at the end of the term without notice.

The first 6 (six) months from 01/02/2021 to 31/07/2021 are to be considered as a trial period.

The employment contract can be terminated during the trial period according to the provisions of article L.121-5 of the Labour Code. Regarding the cessation of a fixed term employment contract the provisions of articles L.122-12 and L.122-13 of the Labour Code shall apply.

By way of derogation of the rules in place for fixed term employment contracts, the present employment contract can be concluded for a period of more than 24 (twenty-four) months, in accordance with articles L.122-4 (4) and L.122-5 (3) 1 of the Labour Code, without being considered as a permanent employment contract.

The present employment contract substitutes any other contract that exists, or may have existed between the UL and the Employee.

In case the employee benefits from a **temporary admission** he/she agrees to deliver a copy of his/her master diploma or equivalent, acknowledged by the Ministry responsible for Higher Education, before the start of the employment contract. The employment contract will automatically be considered as null and void when the copy of the diploma has not been submitted on the starting date of the present contract.

3. Place of work

The place of work is at the UL or any other place where the UL takes up residence.

However, the Employer reserves the right to change the employee's place of work on the territory of the Grand Duchy of Luxembourg for the purposes of the former. The Employee accepts such a change in his or her place of work and does not object to a temporary transfer abroad if the Employer's needs require so.

4. Organization of working hours

The Employee is contracted on a full-time basis for **40 hours per week**. The working hours are spread over **5 working days** per week from Monday to Friday and the Employee will work in principle between 08:00 hour and 18:00 hour with an hour break to be taken between 12:00 hour and 14:00 hour. The working hours as well as the working time may be adapted, depending on the needs of the UL's organisation.

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5. Remuneration

The annual base gross salary is fixed at € 36.196,92 (thirty-six thousand one hundred ninety-six euros and ninety-two cents) at the index 834.76. It will be paid in 12 instalments of € 3.016,41 (three thousand sixteen euros and forty-one cents) after deduction of any social security contributions and income taxes in accordance with the applicable legal provisions.

Any bonus payment or other advantages that the UL may grant exceptionally to the Employee, even if they are paid or granted regularly, shall be considered at any time as exceptional as they are neither required by law nor by the present employment contract. They are not part of the contractually agreed remuneration.

The attribution of such bonus payments or other advantages does not create any acquired right for the Employee. The amount, the conditions and the withdrawal of such bonus payments or advantages are at the sole discretion of the UL.

Remuneration information is strictly personal and confidential.

6. Employment medical examination

The employment contract is concluded on the express resolutive condition (condition résolutoire) that the Employee, in accordance with Article L.326-1 ff. of the Labour Code, is declared fit for work.

7. Annual leave

The Employee is entitled to paid leave in accordance with articles L.233-1 ff. of the Labour Code and the internal rules of the UL.

If the employment contract begins or ends during the calendar year, the Employee is entitled to a pro rata of his or her days off for each full month of service.

The annual leave for the last year of the contract has to be planned and taken before the end of the present contract.

8. Collective bargaining agreement

The UL has signed a Collective Bargaining Agreement with the Staff Delegation and the Trade Unions. This Agreement is part of the employment conditions, subject to any changes/amendments of such Agreement.

9. Work incapacity

In the event of incapacity for work, the Employee has to notify the UL personally, or through an intermediary person, on the very first day of absence and to submit on the third day of absence at the latest, a medical certificate, certifying the inability to work and the expected period of recovery. The Employee agrees, in case required, to undergo a medical counter expertise at the request of the UL. In this case, the Employee must undergo a medical examination by a doctor chosen by the Employer and authorised to practice the art of healing in Luxembourg. The doctor will give the Employer and the Employee the result of his or her conclusions and indicate whether the Employee is able to work or prevented from working due to his or her state of health.

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10. Data protection

In accordance with the provisions of the applicable legislation, in particular Regulation (EU) 2016/679 of 27 April 2016 (General Data Protection Regulation, hereinafter "GDPR"), the Employee acknowledges that he/she has been informed that the Employer uses, both during and after his/her occupation (as far as necessary and without prejudice to paragraph 5 below), within the framework of the undertaking and within the limit of the applicable regulations, his personal data such as, but not limited to, his/her name, address, date and place of birth, social security number, any information that may be collected by means of access (including in certain circumstances information concerning the access and exit of our premises), all the information collected via the surveillance cameras as well as his/her photo and / or any another reproduction of himself/herself.

The legal basis for the processing of personal data of the Employee is the execution of the contractual relationship concluded with the Employee. Another legal basis for the processing of personal data may also be the legal obligations applicable to the Employer or the legitimate interests pursued by the Employer.

The purpose of the processing is the administration of the payroll and the staff management, the good execution of the employment contract.

The Employer is responsible for the processing of the employee's personal data.

The Employee is informed that the Employer will keep data concerning his/her activity / occupation, among other things in electronic form, and expressly agrees that these data, for professional use, can be stored or transferred to any other place of work from the Employer, to a subcontractor, to another co-contractor of the Employer etc. as well as to any public authority or authority to the extent that such a transfer is related to the purpose of the Employer processing, respectively for other legitimate reasons (for example in case of legal obligations applying to the Employer etc.). The Employee acknowledges and accepts that the Employer will process personal data in order to transfer data to countries within or outside the European Union. In the latter, the Employer will ensure an adequate level of protection of the data. International data transfers will be made for mobility purposes or in the event of an accident or an emergency.

The Employer will keep the employee's personal data for a period necessary to achieve the purposes for which it is collected and processed. The retention period of personal data depends essentially on the type of data concerned. For example, personal data that can be qualified as "accounting data" can be kept for up to 10 years after the end of the contractual relationship. The personal data of employees that can be used as evidence in case of disputes, claims or claims emanating from employees may be kept for 3 years after the end of the employment relationship (this retention period corresponding to the provisions of Article 2277 of the Code Civil, according to which foreclosure applies to claims for salary arrears after a period of 3 years).

The following persons are the recipients of the employee's personal data: Human Resources, IT, Finance and Accounting Department, public health and pension services, tax authorities, salary administration, any other service of the Central Administration of the Employer or the competent services of the Faculties, Interdisciplinary Research Centres being in relation with the Employee.

The Employee has, in addition to the right to obtain information and the right to rectify his/her personal data, the right to be forgotten and may require the deletion of personal data, provided that constraints and obligations applicable to the Employer do not prevent such a deletion.

In cases specified in the GDPR, the Employee may also request the limitation of processing so that personal data can only be processed with the consent of the Employee, with the exception of the retention of the personal data.

In cases specified in the GDPR, the Employee has the right to receive all personal data concerning him/her and provided to the Employer and to transmit the data to another controller (right to data portability). The Employer reserves the right to charge a fee for such a transfer, especially in the case of frequent requests and / or in case of a request deemed excessive in

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terms of volume of data concerned. The Employee must inform the Employer in writing in due course before the end of the contractual relationship if he/she intends to make use of this right. Otherwise, the Employer cannot be held liable for the deletion of personal data.

Without prejudice to any other administrative or judicial remedy, the Employee has the right to lodge a complaint with the National Commission for Data Protection if he/she estimates that he/she has suffered a violation in the processing of his personal data.

Any questions relating to the processing of personal data should be addressed to the data protection officer of the Employer (dpo@uni.lu).

11. Confidentiality of personal data

The Employee undertakes to keep secret any confidential information which comes to his/her knowledge, either due to the fact of, or on the occasion of carrying out his/her function.

The Employee shall refrain from disclosing any confidential information and information related to the activities or the working procedures of the UL as well as any matters, private or other, related to the UL, the customers and the employees/staff of the UL, both throughout the contract and after the cessation thereof.

The Employee may process Personal Data in the course of his/her mission at the UL for the performance of research, teaching and administrative tasks. The Employee undertakes to comply with the Data Protection Law and the data protection procedures and policies laid down by the UL and available on the UL website and intranet.

In particular, any disclosure of sensitive data or any attempt to re-establish the identity of a research subject made unlawfully outside the proper course of duty constitutes a data breach and will be treated as a serious disciplinary offence. The term "sensitive data" refers to specific categories of data as defined in the European General Data Protection Regulation and includes data that has been pseudonymised or coded either in full or in part.

In the event of a personal data breach the Employee undertakes to inform the DPO and the CISO without undue delay in accordance with the applicable procedures.

The UL reserves the right to carry out any verification which it deems useful to monitor compliance with the aforementioned obligations by the Employee.

If the Employee breaches this clause after the employment contract has ended, the UL may take legal action against the Employee.

12. Material and intellectual property

All documents, objects or material given to the Employee in order to enable her/him to conduct her/his activity remain the sole property of the UL.

The UL shall acquire all the intellectual and industrial property rights on all results generated by the Employee and in particular the inventions, software, database rights, trademarks, design rights, utility models, products, processes and services that may result, either partially or totally from an activity assigned by the UL to the Employee. The same applies in case such results are generated by the Employee either during the performance of her/his duties, or in the fields of activity of the UL, or through the knowledge or the use of methods or special means of the UL or data obtained through the UL.

The Employee who generates an invention, know-how, computer program, database or a design informs without delay the UL, communicating all relevant information in writing. Without authorization from the UL, the Employee must refrain from all disclosure which prejudices partially or entirely the intellectual and industrial property rights conferred to the UL.

The Employee shall in particular transfer to the UL all his/her patrimonial and moral rights on literary and artistic works, exclusively, throughout the world and for the duration of the

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copyrights, as foreseen by the law on intellectual property in force, realized under the following conditions:

- Completed in the frame of a contractual order from a third party, including the cession of copyrights to this third party.
- Realized in the frame of joint activities performed through a cooperation agreement between the employer and a partner containing a clause that foresees that the results and their intellectual property rights developed jointly in the frame of such agreement are jointly owned by the parties.
- Creation of teaching materials by the employee while performing his/her duties

For the purpose of this agreement copyright means particularly, but without limitation, all the necessary patrimonial and moral rights to digital and analogic exploitation, for free or for a fee:

- Under rights of reproduction, the fixation of the work by any mean in digital and analog format, the integration and extraction of the work into or from a database as well as the adaptation, the transcription and the translation of the work
- under rights of adaptation, the use of extracts of the work;
- under rights of representation, the communication to the public of the work by any means for the purposes of private reception (including broadcasting and large-screen presentation), and the making available of the work to the public in such a way that members of the public may access it from a place and at a time individually chosen by them (publication on the Internet).
- under right of distribution, the issuance of all aforesaid media for sale, free distribution, rental and loan;
- under moral rights, the right to the integrity of his work, in order that the UL may update the aforementioned works at its own discretion.

The employee grants the UL a non-exclusive license to use the literary and artistic works realized by the employee, for educational and research purposes as well as documented methodologies realized by the Employee in the performance of his/her duties. This license is granted for free, for the entire world and for the entire duration of the literary and artistic property.

The Employee shall guarantee the UL lawful possession of the assigned rights for the duration of the assignment of copyright. The Employee shall guarantee and indemnify the UL against any possible recourse, legal proceedings, claims or demands from any person affected by the subject matter of this guarantee.

This article related to material and intellectual property is completed by the internal regulations ("règlement d'ordre intérieur") of the UL.

13. Exclusivity

The Employee will exclusively devote all his/her professional activity to the execution of the present contract. The Employee commits herself/himself not to work on her/his own account and not to work on behalf of third parties without the prior written consent of the UL.

14. Use of IT tools

The Employee agrees not to communicate, acquire or store data, which is in conflict with the law and contrary to morals and public order, on the IT tools (computers, servers etc.) of the UL or its network. The Employee has been duly informed that the UL may at any time consult and install software to track the use of the Internet and e-mail by its employees.

15. Internal regulations and rules

The Employee shall strictly comply with all the provisions of the internal regulations (ROI) and its annexes as well as with the other internal rules. This requirement shall also apply to the adaptations and modifications that may be made to these documents.

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16. Miscellaneous

The Employee shall continue to be in possession of the valid necessary authorisations, permits and ID documents to legally reside and work in the Grand Duchy of Luxembourg for the whole duration of the working relationship. In case the Employee does not obtain the renewal of the residence authorisation/ permit or, for any reason whatsoever, does not hold the necessary authorisations anymore, the Employer has the right to terminate the present contract with immediate effect.

The Employee is covered by the social security legislation, in particular by the pension insurance, the health insurance, the occupational accident insurance and the family allowance scheme for employees. The employee is responsible for his or her taxation according to the tax legislation of his or her country of residence.

The Employee hereby undertakes to exercise his/her functions with professional care while respecting the internal regulations and rules. He/she must comply with the instructions from his/her hierarchical superiors as well as the required provisions in relation to protection, safety and health at the workplace.

This contract is subject to Luxembourgish law. The Luxembourgish courts shall have jurisdiction over any dispute arising out of or in connection with this employment contract.

Signed in duplicate, each party acknowledging have received their copy, in Esch-sur-Alzette, 28/10/2020.

The Employee

The Employer

for the Rector

Ziwei XU

Ziwei XU



Claire AUDOLLENT
Head of human resources