# IL DIRETTORE GENERALE

DISPOSIZIONE N. 43

DI DATA: 01/03/2024

OGGETTO: EPO Pan-European Seal Young Professionals Program. Tripartite Agreement tra Area Science Park, EPO e Young Professional: approvazione e sottoscrizione. Supplementary Agreement tra Area Science Park e Young Professional: adozione e sottoscrizione.

☐Pubblicazione ai sensi dell'art. 23 c.1 del D.Lgs. 33/2013

Visto riservato alla Sezione Amministrazione e Personale

☑ non comporta impegno di spesa

☐ impegno

☐ accertamento

## IL DIRETTORE GENERALE

**RICHIAMATA** la deliberazione del Consiglio di Amministrazione di data 27 luglio 2020, n. 59 avente ad oggetto la "Convenzione per il Centro Patlib con il Ministero dello Sviluppo Economico - Direzione Generale per la Tutela della Proprietà Industriale – Ufficio Italiano Brevetti e Marchi", con la quale si approvava il testo della Convenzione tra la Direzione Generale per la lotta alla Contraffazione - Ufficio Italiano Brevetti e Marchi (DGLC-UIBM) del Ministero dello Sviluppo Economico e Area Science Park, per riconoscere l'idoneità dell'Ente a mantenere e gestire un Centro Patlib nella propria sede;

**DATO ATTO** che il Centro Patlib di Area Science Park è stato contattato dall'*European Patent Office* (EPO) per presentare la propria candidatura come "*host organization*" del Programma "*Pan-European Seal Young Professionals*";

**ATTESO** che il programma "*Pan-European Seal Young Professionals*" prevede la collaborazione dell'*European Patent Office* (EPO) con Università Europee e Istituzioni quali Uffici Brevettuali Nazionali, Centri di Ricerca, e Centri Patlib per il tirocinio di giovani professionisti, dipendenti dell'EPO (laureati e PhD, segnalati dalle Università di 37 Paesi EU) sui temi della Proprietà Intellettuale e del trasferimento tecnologico presso Uffici Brevetti Nazionali e Centri PatLib;

**RICHIAMATO** il parere favorevole espresso dal Comitato interno di Pianificazione Strategica nel corso della seduta del 12 luglio 2023, riguardo alla candidatura del Centro Patlib come "*host organization*" del Programma "*Pan-European Seal Young Professionals*";

**DATO ATTO** che:

- il Centro Patlib di Area Science Park ha presentato la propria candidatura come "*host organization*" del Programma "*Pan-European Seal Young Professionals*" in data 14 luglio 2023, con un programma avente ad oggetto l'effettuazione di ricerche di *prior-art* e analisi di brevettabilità nell'ambito del Progetto PRP@CERIC, nonchè attività di studio e ricerca relative alla possibilità di tutela di prodotti digitali derivanti da attività di ricerca scientifica;
- nel corso del mese di settembre 2023 sono state effettuate interviste di approfondimento con quattro candidati selezionati da EPO (Emma Balibrea; Christina Rogka; David Alves; Patricia Sofia Leon Rodrigues);
- il candidato David Alves, il cui *curriculum vitae* è conservato agli atti dell'Amministrazione, ha espresso interesse al programma di attività da svolgersi presso Area Science Park;
- i contatti con David Alves e i competenti uffici dell'EPO sono proseguiti al fine di definire compiutamente il suddetto programma;

**PRESA VISIONE** del testo dell'accordo (*"Tripartite Agreement"*) inviato da EPO ad Area Science Park in data 24 gennaio 2024, avente a oggetto lo svolgimento del periodo di tirocinio di David Alves, volto a regolamentare il mantenimento dei legami dello "*young professional*" (YP) con EPO, con

particolare riferimento alla retribuzione, alla previdenza sociale, alle spese di viaggio e alla progressione di carriera;

**RITENUTO** di approvare il suddetto *Tripartite Agreement*, che non prevede alcun costo o altro onere a carico di Area Science Park;

**RITENUTO**, altresì, opportuno stipulare con David Alves un accordo integrativo (*"Supplementary Agreement"*) del sopraccitato "*Tripartite agreement*" per definire gli obblighi a carico di Area Science Park e del "*young professional*" (YP) stesso, mutuandoli, ove possibile e unicamente ai fini della regolamentazione della sua permanenza presso Area Science Park, da quanto previsto nelle Convenzioni per lo svolgimento di attività di ricerca attualmente in essere presso l'Ente;

**PRESA VISIONE** del testo del *Supplementary Agreement* tra Area Science Park e David Alves messo a punto con i contributi dell'Ufficio Legale, dell'Ufficio Risorse Umane e del Responsabile del Servizio di Prevenzione e Protezione di Area Science Park e ritenuto di approvarlo;

**RITENUTO** di determinarsi alla sottoscrizione dei suddetti *Tripartite Agreement* con EPO e David Alves e del *Supplementary Agreement* tra Area Science Park e David Alves ai sensi dell'art. 25, comma 6, dello Statuto dell'Ente;

**DATO ATTO** che le attività sopradescritte attengono alle attività istituzionali dell'Ente e non comportano impegno di spesa;

**DISPONE**

- di approvare e sottoscrivere il *"Tripartite Agreement"* con EPO e David Alves;
- di adottare e sottoscrivere il *Supplementary Agreement* tra Area Science Park e David Alves.

IL DIRETTORE GENERALE

*dott.ssa Anna Sirica*

Anna Sirica
01.03.2024
13:59:40
GMT+01:00

**SUPPLEMENTARY AGREEMENT BETWEEN AREA SCIENCE PARK AND DAVID ALVES, EPO PAN-EUROPEAN-SEAL YOUNG PROFESSIONAL**

**BETWEEN**

Area di Ricerca Scientifica e Tecnologica di Trieste - Area Science Park, headquartered in Trieste, Padriciano 99, Tax Code 00531590321, represented by Ms. Anna Sirica, General Director (hereinafter referred to as 'Area Science Park' or 'Institution')

**AND**

David Alves, born in Lisbon on 17 April 1997, domiciled at Simeonistrasse 8, 80637, München, Germany, EPO Pan-European-Seal Young Professional (hereinafter referred to as 'YP')

jointly also referred to as the 'Parties' and individually as the 'Party'

**WHEREAS**

- Area Science Park manages a PatLib Center, recognized and accredited by the General Directorate for fight against counterfeiting - Italian Patent and Trademark Office (UIBM) of the Ministry of Economic Development;
- PatLib Centres (Patent Library), the result of agreements between National Patent Offices and the European Patent Office (EPO), are patent information centres organized in a network and distributed in the EPO member states with the aim of disseminating, through guided access to patent information, assistance and information on Intellectual Property issues at a territorial level, starting from the technical-scientific and strategic information obtainable from patents and their contribution to innovation and competitive development;
- PatLib Centres (Patent Library) can be hosting institutions of the EPO Pan-European-Seal Young Professional Program (hereinafter referred to as 'YPP') on-the-job training program dedicated to young professionals employed by EPO, who remain entitled to EPO remuneration and EPO social security & health insurance scheme;
- Area Science Park and David Alves, through the YPP matching procedure, have already agreed on tasks and functions to be performed during the secondment period on Area Science Park premises (Annex I);
- the European Patent Office have already provided a standard tripartite agreement concerning the conditions of employment during David Alves' secondment to Area Science Park (hereinafter 'Secondment Period'), which clearly states the maintenance of links of the Young Professional with EPO, with particular reference to performance appraisal and career progression, remuneration, social security and travel expenses;
- Area Science Park deems it necessary to stipulate this supplementary agreement to the aforementioned tripartite agreement with David Alves to define respective obligations, equating them, where applicable and only for the purposes of regulating his physical presence on the premises of Area Science Park, to what is provided for in the Agreements for the carrying out of research activities currently underway at Area Science Park.

**NOW THEREFORE**
**THE PARTIES AGREE AS FOLLOWS**

**Article 1 - VALIDITY OF THE PREAMBLE AND ANNEXES**

1. The preamble and annexes constitute an integral and substantive part of the present agreement.

**Article 2 - SUBJECT**

1. This agreement concerns the regulation of the program of activities reported in Annex I and of the relations between Area Science Park and the Young Professional (YP) for anything not explicitly provided for in the tripartite agreement referred to in the Preamble.

**Article 3 - METHOD OF IMPLEMENTATION**

1. The activities carried out in execution of this agreement will be continuous, temporally defined and not merely occasional, must have flexibility characteristics that respond to the training needs of the Young Professional (YP) and will be implemented without any constraints of the kind normally deriving from a relationship of employment with Area Science Park.
2. The YP's activity will be scheduled according to a program defined by the Scientific Supervisor and within a maximum of 8 (eight) hours a day over 5 (five) days a week, in the framework of standard working hours at Area Science Park, to allow for coordination with the Institution's general organizational framework and personnel.
3. Research activities will be carried out on Area Science Park premises, at Padriciano 99 - 34149 Trieste, in compliance with standard working hours and access guidelines, without prejudice to any periods of off-site training, duly motivated by training, technical and scientific needs.
4. To carry out research activities, the YP shall use the facilities and infrastructures, equipment, and materials of Area Science Park, which shall comply with current laws and regulations on safety in the workplace.
5. The 'Secondment Period' does not in any way constitute a relationship of employment, nor does it give right to social security or welfare treatments, legal and economic recognitions for career purposes, or seniority recognitions for social security purposes, except for provisions contained in any subsequent relevant laws.
6. The YP is also entitled to insurance coverage for civil liability and accidents (professional and commuting risks) through a specific policy stipulated by Area Science Park, valid for the entire duration of the 'Secondment Period'.

**Article 4 - AREA SCIENCE PARK'S OBLIGATIONS**

1. Area Science Park undertakes to provide the YP with all the means necessary to carry out the activity envisaged in the project, particularly as regards infrastructure, equipment, materials, and devices similar to those provided to personnel regularly on duty.
2. With reference to Legislative Decree no. 81/2008, Area Science Park guarantees that the work environment and tools used by the YP are compliant with all the features prescribed by current legislation for protection of the health and safety of employees, informing the YP of any risk present at the premises, providing him with a copy of the evacuation plan of the building.

**Article 5 - OBLIGATIONS OF THE YP**

1. By signing this agreement, the YP acknowledges that he is aware that the 'Secondment Period' shall not in any way constitute a relationship of employment, nor shall it give right to social security or welfare treatments, legal and economic recognitions for career purposes.
2. The YP is required to:
   a. access Area Science Park facilities where research activities will be carried out according to the methods established through this agreement, as defined by the Scientific Supervisor, and in compliance with standard access times and guidelines;
   b. promptly communicate to the Scientific Supervisor all events that may affect the execution of envisaged activities and refer to the Scientific Supervisor for any organizational need and for any other eventuality;
   c. observe the rules contained in the Code of Conduct for Area Science Park employees.

**Article 6 - HAZARD PREVENTION OBLIGATIONS**

1. In compliance with obligations referred to in Legislative Decree no. 81/2008, the YP, in carrying out its activity on Area Science Park premises, is required to comply with the obligations set out in art. 20 of the abovementioned Legislative Decree and with all internal regulations on safety and prevention in force. In particular, he is required to comply with hygiene and safety regulations and has the obligation to follow specific training and emergency procedures as provided for by Area Science Park.

**Article 7- COMPETITION**

1. The YP undertakes, for the entire duration of this agreement and subsequently for 3 (three) years, to refrain from adopting acts and/or behaviours which, directly or indirectly, may be incompatible or competitive against the activity of Area Science Park and users of the Patlib Center in any capacity.

**Article 8 - SECRECY AND PUBLICATIONS**

1. The YP undertakes to maintain maximum confidentiality on all information, research ideas, approaches, methodologies, analyses, reports, studies, know-how, documents and data of a technical, scientific and organizational nature relating to Area Science Park and third parties involved in various capacities in the YP's activities, as well as on the data, information and results of the activity covered by this Agreement, which are explicitly indicated as confidential or which can reasonably be identified as such (hereinafter referred to for brevity as 'Confidential Information').
2. The YP also undertakes not to reproduce and use for purposes other than those provided for in this agreement the Confidential Information that has been provided and/or revealed to him by Area Science Park and by third parties involved in various capacities in his activities or which he has in any case acquired in the execution of the research activities referred to in this agreement.
3. The YP undertakes to:
   - refrain from revealing to third parties, in whole or in part, directly or indirectly, in any form, any Confidential Information transmitted by Area Science Park and by third parties involved in various capacities in the activities of the YP, without prior written consent of the party

owning the information, with the exception of information, news and data for which the law or an administrative or judicial provision imposes an obligation to communicate;

- preserve Confidential Information with the utmost care and diligence, limiting the number of subjects who may have access to it to Area Science Park's personnel directly involved in the activities referred to in this agreement;
- refrain from using in whole or in part, directly or indirectly, in any form, any Confidential Information transmitted by Area Science Park and by third parties involved in various capacities in the YP's activities, for purposes other than those provided for in this agreement, without prior written consent of the party owning the information;
- refrain from copying, duplicating, reproducing or recording Confidential Information in any form and by any means, except to the extent strictly necessary for the purposes of the activities referred to in this agreement;
- on request from Area Science Park and any third party holding Confidential Information involved in various capacities in the activities, immediately return all documents containing Confidential Information or, when requested, destroy any copy or reproduction thereof.

4. It is understood that Confidential Information will remain the exclusive property of the owner who provides it and that no provision of this agreement or other declaration formulated during the implementation of activities may be interpreted as granting a license or any other right on the Information itself.
5. The obligations referred to in this article will survive the termination of this agreement, independently from any reason eventually causing it, and must be respected for a period of further three (3) years.
6. Area Science Park recognizes the YP's right to publish the scientific results achieved in the context of the research referred to in this agreement. In any case, the data published will be previously agreed upon between the Parties.
7. Area Science Park undertakes, following examination of the drafts of the publication and verification of the absence of violations of confidentiality commitments pursuant to this article, not to prevent or hinder the publication of the aforementioned results without justified reason.

**Article 9 - WITHDRAWAL FROM THE AGREEMENT**

1. By signing this agreement, the YP acknowledges that he is aware that Area Science Park may request EPO to withdraw from the tripartite agreement referred to in the introduction in the following cases:
   a. serious failure in the regular performance of the activity referred to in the art. 2 by the YP;
   b. failure to comply with the rules of behaviour and conduct in force at Area Science Park;
   c. repeated violations of the obligations under this agreement;
   d. interruption or suspension of the activity without a justified reason before its conclusion;
   e. the YP becomes unfit to carry out the planned activities.

**Article 10 - PROCESSING OF PERSONAL DATA**

1. The data controller for the personal data relating to the YP as an interested party is Area Science Park, which the YP may contact by writing to the address of headquarters, located in Trieste, Padriciano, 99 or by sending an e-mail to the following e-mail addresses: urp@areasciencepark.it - PEC protocollo@pec.areasciencepark.it. Area Science Park has an appointed Data Protection Officer, pursuant to art. 37 of Reg. (EC) 27 April 2016 n. 2016/679/EU (Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data, as well as on the free movement of such data and repealing Directive 95/46/EC – General Data Protection Regulation data, hereinafter and for brevity 'GDPR'), who can be contacted at the following e-mail address: rpd@areasciencepark.it.

2. The processing of personal data referred to in paragraph 1 of this article may concern, in addition to personal data, fiscal data and other data of a general personal nature, also specific categories of personal data, including those referred to in articles 9 and 10 of GDPR, such as data relating to the health of the interested party and criminal convictions and crimes, as well as photographic images and video recordings made for the purpose of promoting or disseminating news relating to the activity carried out in execution of this agreement through the press, promotional material, websites, dedicated portals, television, radio, social media and other means of communication.

3. The processing of personal data relating to the YP is aimed solely at the establishment, management and termination of the relationship referred to in this agreement. The legal basis of the processing is found in art. 6, par. 1, letter. b) of GDPR, being the processing necessary for the execution of a contract involving the interested party.

4. The provision of the interested party's data is, depending on the case, mandatory or optional, yet necessary to achieve the purposes referred to in this article. Therefore, failure, partial or incorrect provision of the requested information could determine the impossibility of establishing and/or continuing the relationship with the YP, to the extent that they are necessary for the establishment and/or continuation of the same.

5. Without prejudice to the communication and dissemination actions carried out by order of the authority, YP data may be communicated to any appointed data controller or, in compliance with legal obligations, to the following subjects: social security, welfare and health institutions institutionally mandated by the State, insurance companies selected for specific risk coverage, credit and/or financial institutions for the payment of fees, consultancy companies and professionals for training activities, decision-making as well as control bodies, structures responsible for organization of conferences, meetings, courses, subjects holding the right of access and subjects involved in various capacities in the activities of Area Science Park.

6. If Area Science Park were to transfer the personal data of the interested party to non-EU countries, such transfer would be carried out in such a way as to provide appropriate and adequate guarantees pursuant to the articles. 45, 46 or 47 or 49 of the GDPR.

7. Processed data will be kept for the necessary period based on current legislation on archives, applicable to public bodies, without prejudice to the authorization for discarding.

8. With reference to personal data, the interested party holds the following rights: a) access to personal data; b) to rectify or cancel them or limit their processing; c) opposition to processing; d) data portability; e) to lodge a complaint with the supervisory authority. To exercise the rights

from a) to d), the interested party can send an email to the addresses indicated in paragraph 1 of this article.

9. For the processing of the interested party's personal data, Area Science Park does not adopt any automated decision-making process pursuant to art. 22 of GDPR.
10. As a result of the stipulation of this agreement, the YP has to be considered authorized to process all personal data necessary to carry out the activities under its responsibility, under the authority of the owner and in compliance with the instructions given by the same.

**Article 11 - DISPUTES**

1. The Parties agree to amicably settle any dispute that may arise from this agreement.

**Article 12 - REGISTRATION**

1. This agreement is originally in a digital format. It is exempt from stamp duty pursuant to Presidential Decree. 642/72 part 2 – Annex B (table) – art. 25 and is subject to registration only in case of use. Registration costs, in case of use of this agreement, are borne by the requesting party, pursuant to art. 57 of Presidential Decree 131/86.

| | |
|---|---|
| On behalf of Area Science Park | EPO Young Professional |
| Anna Sirica | David Alves |
| General Director | |

# ANNEX I

## Job Description

Tasks and functions to be performed by David Alves at the host organization (Area Science Park) during the secondment period will include:

- Participate in meeting with SMEs, research scientists, students and Area Science Park's and Patlib's colleagues to check IP needs;
- Evaluate requests and find proper investigation processes, tools and methods to assess adequate IP topics;
- Check possible issues relating to patentability requirements, and, if possible, interact with patent attorneys to assess patentability requirements of specific research results;
- Conduct prior art searches on patent and scientific literature;
- Assess needs for patent statistics or market search,
- Elaborate reports with results visualization tools based on information retrieved and analysed;
- Write conclusion including considerations on risks and opportunities;
- Interact with Patlib's and Area's personnel and, if possible, with patent attorneys to identify opportunities for further service development;
- Participate in preliminary analyses of application for Premio Nobile (doctoral theses on patent information use);
- Share experiences as a patent analyst at the EPO in IP awareness seminars/workshop or webinar.

# TRIPARTITE AGREEMENT

**BETWEEN**

**THE EUROPEAN PATENT ORGANISATION,**

**AREA DI RICERCA SCIENTIFICA E TECNOLOGICA DI TRIESTE - AREA SCIENCE PARK**

**AND**

**DAVID ALVES**

**CONCERNING THE CONDITIONS OF EMPLOYMENT DURING A SECONDMENT TO AREA DI RICERCA SCIENTIFICA E TECNOLOGICA DI TRIESTE - AREA SCIENCE PARK, TRIESTE, ITALY**

**TRIPARTITE AGREEMENT ON A SECONDMENT TO THE AREA DI RICERCA SCIENTIFICA E TECNOLOGICA DI TRIESTE - AREA SCIENCE PARK, TIESTE, ITALY**

**PARTIES:**

This Tripartite Agreement (the "**Agreement**") is entered into by and between:

A. **The European Patent Organisation**, which has its seat at Bob-van-Benthem-Platz 1, 80469 Munich, Germany, acting through the European Patent Office **(EPO)**;

B. **The Area di Ricerca Scientifica e Tecnologica di Trieste – Area Science Park,** the host organisation, located at Padriciano, 99, 34149 Trieste, Italy (**HO**);

C. **David Alves,** domiciled at Simeonistrasse 8, 80637, München, Germany, EPO Pan-European-Seal young professional (the "**seconded young professional**");

(each a "**Party**" and, jointly, the "**Parties**").

Having regard to Article 45 of the Service Regulations for permanent employees and other employees of the EPO (hereinafter referred to as "the Service Regulations"), the Conditions of employment for young professionals CA/D 6/22 as well as Circular No. 422 and Circular No. 423;

Having regard to the Staff Regulations of the HO;

The Parties hereby agree as follows:

**Article 1**
**Purpose**

The purpose of the Agreement is to:

1. establish the nature as well as the terms and conditions of the secondment;
2. set out the balance of responsibilities between the EPO and the HO;
3. govern the degree to which the rules of the host organisation shall apply to the working conditions of the seconded employee during the secondment period;
4. detail the place of work during the secondment; and
5. include a job description setting out the tasks and functions to be performed by the seconded young professional at the host organisation during the secondment period ( see Annex I).

**Article 2**
**Objective and scope**

This secondment aims to enhance the professional development of the young professional by

- exposing the young professional to a new professional environment and ways of working
- actively contributing to knowledge transfer between EPO and HO, and thereby foster the cooperation between the EPO and the members state in which the HO is located
- accelerate acquisition of new skills and application of existing skills

The Parties commit to working together to ensure achievement of this objective.

**Article 3**
**Tasks and functions**

1. The seconded young professional shall be the allocated to the Research Valorisation Unit – Patlib Centre, at the HO.
2. The job description setting out the tasks and functions to be performed by the seconded young professional at the HO in above mentioned location during the secondment period is attached in Annex I.
3. The seconded young professional shall report to Costanza Galbardi during the secondment.

**Article 4**
**Secondment duration**

1. The seconded young professional shall be seconded with starting on 18.03.2024 to the HO in the above-mentioned location.
2. The initial term of the secondment shall be up to three months, it shall end on 14.06.2024.
3. In accordance with Circular 422, Article 5(2), the secondment shall be without prejudice to the right of the Office to call upon the seconded young professional for temporary assistance during his secondment if necessary and in the interest of the service.

**Article 5**
**Maintenance of links with the EPO**

1. The seconded young professional and his last reporting officer at the EPO have a shared responsibility to keep in close and regular contact, via email or phone, with meetings to take place at least once a month.
2. The seconded young professional shall remain in active service and, in order to maintain access to EPO internal software systems, such as those related to performance appraisal and registration of leave, shall retain his EPO laptop during the secondment period.
3. If agreed prior to the secondment with his last reporting officer at the EPO, the seconded young professional shall draft a secondment activity and professional development report to outline his responsibilities, achievements and development journey at the host organisation at the end of the young professional secondment. Following its review by the host organisation, the report shall be submitted to the seconded young professional's last reporting officer at the EPO within a month after the end of secondment.

**Article 6**
**Performance Appraisal and Career Progression**

During the secondment period, the seconded young professional shall continue to be evaluated in accordance with the EPO's Performance Development Cycle, adhering to the relevant processes and timelines in place at the EPO, in accordance with the principles set out in Circular Nos. 365 and 366. The seconded young professional's reporting officer at the EPO shall be in charge of the evaluation.

1. The seconded young professional's reporting officer at the EPO and the seconded young professional shall agree on the seconded young professional's goals at the start of each reporting period, in accordance with the job description for the young professional secondment and the information received from the host organisation. The objectives set may be shared with the host organisation.

2. The seconded young professional's reporting officer at the EPO will request input from the host organisation on the seconded young professional's performance for drafting the appraisal report.
3. In accordance with Circular 422, Article 8(4), during the secondment period, the seconded young professional shall continue to be considered for pensionable and non-pensionable rewards as outlined in Article 13 of the Conditions of employment for young professionals at the EPO, on the basis of their performance as well as other elements such as collaborative behaviour, professional development and achievement of goals in ongoing projects between the Office and the host organisation. These elements shall be informed by the input supplied by the host organisation.

**Article 7**
**Working Time and Workplace Arrangements**

1. The secondment shall take place at the headquarters of the HO in the location mentioned above.
2. The hours of work and working pattern (including the possibility of teleworking) of the seconded young professional shall be governed by the rules of the host organisation. No EPO flexi hours and, or compensation hours accrue during the secondment.
3. The host organisation will provide the seconded young professional with office space, office furniture, telephone, access to a PC and other necessary logistical support, as may be required by the official to accomplish the tasks described in the job description.

**Article 8**
**Leave**

1. In accordance with Circular 422, Article 7, leave entitlements as provided for in the Conditions of Employment for young professionals at the EPO shall continue to apply to the seconded young professional during his secondment.
2. The seconded young professional shall take leave days in agreement with the host organisation. The seconded young professional will continue to register his leave in advance via the EPO internal system 'MyFIPS' during the secondment period.
3. During his secondment, any balance of EPO annual leave of up to 12 days remaining on 18.03.2024 will be automatically carried forward until the end of his secondment period. The same applies to the balance of EPO compensation hours, equal to or less than 56 hours.
4. During the secondment, the public holidays observed by the host organisation shall apply instead of those observed at the seconded young professional's place of employment.

**Article 9**
**Remuneration and Social Security**

1. In accordance with Article 45(2)(d) of the Service Regulations, during his secondment the seconded young professional will continue to receive his full remuneration as if he had continued to work in the initial place of employment Munich, inclusive of the young professional allowance as set out in Annex III B of the Service Regulations
2. In accordance with Circular No. 423, Article 4, the seconded young professional will receive a monthly allowance amounting to 15% of the EPO's daily subsistence allowance for Triese, Italy multiplied by 30.
3. In accordance with Article 45(2)(d) of the Service Regulations, the seconded young professional will remain a member of the social security scheme and the "New Pension Scheme" applicable to him. He will continue to pay her contributions to the EPO social security

scheme and under the “New Pension Scheme” regulations of the EPO. Throughout the secondment he will remain entitled to receive benefits under these schemes.

**Article 10**
**Travel Expenses**

Young professionals on secondment will be entitled to a compensation in the form of a lump sum for the outward and return journey between the place of employment and the place of secondment in accordance with Circular No. 423, Article 4. This lump sum will amount to a flat rate of EUR 350, payable once.

**Article 11**
**Conflict of interests**

1. During the secondment, the seconded young professional shall remain bound by the obligations under the Service Regulations, in particular Articles 14, 14a, 14b, 16, 17, 18, 19, 20, 21, 21a in relation to his functions and duties towards the Office.
2. In addition to his duties and obligations towards the Office, the seconded young professional shall comply with the internal rules of the host organisation. Any breach of such rules reported to the Office by the host organisation may lead to termination of the secondment.
3. In the case of conflict between obligations arising from employment with the EPO and obligations imposed by the host organisation, the former will prevail.

**Article 12**
**Termination and Reinstatement**

1. In accordance with Article 45(2)(c) of the Service Regulations, the seconded young professional may request as of the end of the second month of his secondment that it be terminated.
2. The President of the EPO may terminate the secondment at any time before its scheduled expiry date in case of:
   - extended sick leave or incapacity (Article 5(3) Circular 422); or
   - breach of an obligation mentioned under Article 11 of the Agreement; or
   - upon request from the host organisation.
   - Upon resignation from the EPO PES young professional programme
3. In accordance with Article 45(2)(e) of the Service Regulations, the seconded young professional shall at once be reinstated in a post corresponding to his/her grade when the secondment period ends.

**Article 13**
**Internal means of redress**

Administrative decisions taken by the host organisation or by the EPO during the young professional secondment may be challenged according to the relevant rules of the respective organisation which took the challenged decision and in accordance with the relevant means of redress.

**Article 14**
**Conflict resolution regarding the Agreement**

The EPO and the host organisation will resolve any disagreement regarding the interpretation or application of the Agreement in consultation between themselves.

**Article 15**
**Final provisions**

1. The Agreement will take effect on the date of the seconded young professional's taking up duties (Article 4(1) above).

2. Any reference to the Service Regulations of the EPO and the Conditions of employment for young professionals should be understood as to their version in force at the date of the entry into force of the Agreement. Any changes to those regulations or the EPO legal framework which may be made during the secondment period shall also apply to the seconded employee without prejudice to the specific provisions of this Agreement.

| For the European Patent Organisation | For the HO | For the Seconded Young Professional |
|---|---|---|
| **António Campinos**<br><br>President of the European Patent Office (EPO)<br><br>Munich, 24.01.2024 | **Anna Sirica**<br><br>Director General of the Area di Ricerca Scientifica e Tecnologica di Trieste – Area Science Park | **David Alves** |
| Place, date | Place, date | Place, date |

# ANNEX I

## Job Description

Tasks and functions to be performed by David Alves at the host organization (Area Science Park) during the secondment period will include:

- Participate in meeting with SMEs, research scientists, students and Area Science Park's and Patlib's colleagues to check IP needs;
- Evaluate requests and find proper investigation processes, tools and methods to assess adequate IP topics;
- Check possible issues relating to patentability requirements, and, if possible, interact with patent attorneys to assess patentability requirements of specific research results;
- Conduct prior art searches on patent and scientific literature;
- Assess needs for patent statistics or market search,
- Elaborate reports with results visualization tools based on information retrieved and analysed;
- Write conclusion including considerations on risks and opportunities;
- Interact with Patlib's and Area's personnel and, if possible, with patent attorneys to identify opportunities for further service development;
- Participate in preliminary analyses of application for Premio Nobile (doctoral theses on patent information use);
- Share experiences as a patent analyst at the EPO in IP awareness seminars/workshop or webinar.