

**EMPLOYER**

**Aalto University Foundation sr acting as Aalto University**

Business ID: 2228357-4

Domicile: Helsinki

School and department/unit at the beginning of the employment relationship: School of Engineering

**EMPLOYEE**

**Binh Nguyen Xuan**

Date of birth: 15.03.2000

Address: Metsälinnunreitti 2 L121 2, 02660 Espoo Finland

(Hereinafter the employer and the employee are jointly referred to as "parties" and each individually as "party".)

**JOB DESCRIPTION**

Job title at the start of the employment: Research Assistant(will be changed to Doctoral Researcher as soon as employee has official study rights to doctorate degree)

Primary duties at the start of the employment: Duties of doctoral researcher

The employee is obligated to perform also other duties assigned by the employer.

**VALIDITY**

This contract is in force for a fixed term: 01.12.2024-30.11.2026

Grounds for fixed term: Bachelor or master student

**COLLECTIVE AGREEMENT**

A collective agreement binding the employer at the time is applied to the employment. At the start of the employment, the General Collective Agreement for Universities is applied.

**WORKING HOURS**

The working hours are determined in accordance with the applicable collective agreement. At the start of the employment, the total working time is applied and the the full-time total working time is 1612 hours per year.

The Employment Relationship is: Full time

**COMPENSATION**

The salary is determined in accordance with the applicable collective agreement. At the start of the employment, the employee's salary is 2 720,00 € monthly

The pay period is one calendar month. The salary is paid to the employee's bank account on a pay day in accordance with the employer's salary payment practice in force at the time. At the start of the employment, the payday is the 15th of each month. At the end of the employment, the salary and potential other compensation will be paid either within two weeks of the expiry of the employment or on the next normal payday following the expiry of the employment, depending on which comes later.

**PROFESSIONAL AND TRADE SECRETS, COMPETING ACTIVITY AND ANCILLARY ACTIVITIES**

The employee may not, during or after their employment relationship, utilize or disclose to third parties the employer's trade secrets or technical instructions. Competing activity is prohibited in accordance with the Employment Contracts Act. The employee may not, without the consent of the employer, have ancillary activities that would require them to use the working hours covered in this contract or that would affect the performance of their primary duties.

**PERIOD OF NOTICE**

The periods of notice and grounds for giving notice defined in the Employment Contracts Act and the applicable collective agreement apply to this contract.

**PLACE OF WORK**

The employee's primary place of work at the start of the the employment is Aalto University campus in the Helsinki Metropolitan area. If required to do so by the employer, the employee is obliged to work at the employer's other premises, at the partner's premises, and travel to the extent required by the employee's duties.

**APPLICABLE LAWS**

This employment contract is governed by the laws of Finland.

**INSURANCE COMPANY**

At the start of the employment, the Employer has taken out employees' pension insurance at Keva (those born before 1980) and Varma Mutual Pension Insurance Company (those born on or after 1.1.1980), and the occupational accident and occupational disease accident insurance at If P&C Insurance Ltd.

**ADDITIONAL INFORMATION**

The employee shall comply with the employer's code of conduct as well as other policies and guidelines valid at the time.

The employer collects and processes personal data in relation to the employee's employment in accordance with privacy policies and applicable privacy legislation in force from time to time. The employee hereby confirms that the employee has been informed about the employer's practices regarding the collection and processing of its employees' personal data.

Further provisions regarding, e.g., the assignment of rights and confidentiality are set forth in Annex 1 of this contract. The employee confirms that they have familiarized themselves with the terms and conditions and shall comply with the provisions of this contract as well as its appendices.

**ANNEX 1 TO THE EMPLOYMENT CONTRACT****TERMS AND CONDITIONS ON ASSIGNING RIGHTS GENERATED IN ALL PROJECTS WHICH RECEIVE FUNDING FROM EXTERNAL SOURCES****1. Aim and Scope of the Agreement**

Aalto University (hereinafter referred to as "Aalto") has responsibilities based on the law regarding university inventions (369/2006), other legislation, conditions of external funding and/or agreements, due to which it is required that the persons participating in projects transfer their rights to Aalto.

The purpose of these terms and conditions is to transfer rights to results generated in projects which receive funding from external sources (hereinafter the "Project" and/or "Projects") from the Employee to Aalto. These terms and conditions do not concern any projects, which are executed by means of a personal grant (i.e. any grant, which is applied for by an individual in his or her own name, and which is paid directly into the bank account of the individual, and not to Aalto).

These terms and conditions cover all results of the Projects, such as reports, accounts, computer programs, inventions and/or other results.

## **2. Transfer of Rights**

The undersigned Employee hereby transfers to Aalto the ownership and intellectual property rights in the results mentioned in section 1, including right to modify, as well as to license and transfer the rights to third parties. The Employee shall not receive any compensation for such transfer, unless otherwise provided under sections 3 or 4 below.

## **3. Notice of Invention or Work**

The author of a computer program or the creator of a patentable or otherwise protectable invention shall inform Aalto of the program or invention. This informing needs to take place in writing, without delay, and according to the procedure approved by Aalto. In case Aalto decides to acquire rights to an invention, Aalto shall pay remuneration according to Aalto's practice. The Employee shall sign any necessary transfer documents and powers of attorney, as well as support the patenting or other protection process as necessary.

## **4. Exploitation of the Results and Payment of Remuneration**

In the event that Aalto later receives royalties or other income for exploitation of the rights acquired under these terms and conditions, the net income shall be distributed according to the following Aalto practice, unless otherwise agreed in writing. The net income is calculated by deducting direct costs from the income (such as the cost of protecting the invention in question, as well as any remuneration paid under section 3).

Inventors/authors	40 percent
Department	40 percent
Aalto	20 percent

For avoidance of doubt, these terms and conditions do not apply to remunerations paid by copyright societies (Teosto, Gramex, Kopiosto; Kuvasto, etc.) directly to rightholders.

## **5. Material Used in Projects**

Employee agrees that he or she shall, during the course of any Project, refrain from using any material other than a) material, which Aalto is entitled to use in the Project in question, or b) material which is publicly available and can be used without any restrictions.

The use of Employee's own material or third party material in any Project must be agreed upon with Aalto in advance.

## **6. Confidentiality**

Employee shall keep in confidence and not disclose to any third party any information regarding an invention, copyrighted material, or other confidential information of Aalto, Aalto's contracting parties, or other interest groups, unless such disclosure is authorized by Aalto and such other party in writing.

Right of publication shall be agreed upon separately between Aalto and its contracting parties in each Project.

This obligation of confidentiality shall not apply to information, which:

- (a) was in the public domain or publicly available at the time of disclosure;
- (b) has entered into the public domain or become publicly available after the time of disclosure through no fault of Employee;
- (c) was already in Employee's possession under no confidentiality obligation;
- (d) was received by Employee from a third party under no obligation of confidentiality.

The term of the confidentiality obligation under these terms and conditions shall be determined by Aalto and its contracting parties in the project agreements. The confidentiality obligations generally remain valid even after the termination of the Employee's employment or tenure.

These terms and conditions shall not limit the scope of any other non-disclosure obligations, which are applicable to the Employee pursuant to law or other agreements.

## **7. Obligations of the Head of the Department**

The head of the department shall ensure that all employees involved in any Project of the department are bound by these terms and conditions and that the employees are aware of their responsibilities under the Projects. In case the employee has signed an earlier version of the employment contract which does not include these terms and conditions, such an employee should be bound by the same in a separate agreement on the assignment of rights.

## **8. Other Commitments**

Employee warrants that he/she does not have any commitments which would conflict with the obligations imposed on him/her under these terms and conditions.

## **9. Researcher Mobility**

In the event that the Employee wishes to attend researcher mobility in another organization, he or she shall ensure that no commitment, such as mobility agreement or assignment agreement, is signed with the receiving organization until Aalto has authorized such signing.

Annex 1 to the Employment Contract, Terms and Conditions on Assigning Rights\_Aalto\_10\_2010

This document has been electronically signed using Aalto Sign

Tämä dokumentti on allekirjoitettu sähköisesti Aalto Sign-järjestelmällä

Detta dokument har underskrivits elektroniskt med Aalto Sign

Date / Päiväys / Datum: 27.11.2024 15:47:08 (UTC +0200)

**Elmeri Martikainen**

HR Generalist

Certified by organization (Aalto user account)  
Organisaation varmentama (Aalto-käyttäjätunnus)  
Certifierad av organisationen (Aalto användarkonto)  
*Certified by organization*

Date / Päiväys / Datum: 06.12.2024 18:22:44 (UTC +0200)

**Binh Nguyen**

Doctoral Researcher

Certified by organization (Aalto user account)  
Organisaation varmentama (Aalto-käyttäjätunnus)  
Certifierad av organisationen (Aalto användarkonto)  
*Certified by organization*