**FIXED-TERM EMPLOYMENT CONTRACT - PROFESSIONAL EXPERIENCE PERIOD**
**WITH CHAIN PROVISION OF WORK AND SECURITY ACT (WWZ) RENDERED INOPERATIVE**

The undersigned:

<name of employer>, with registered office at <address/place> legally represented in this matter by <name and position>, hereinafter referred to as “the Employer”;

and

<name of employee> , born on <date>, residing at <address/place>, hereinafter referred to as “the Employee”;

whereas the Parties have taken note of the contents of the collective labour agreement for architectural firms, hereinafter referred to as the CLA (which can be found at [www.sfa-architecten.nl](http://www.sfa-architecten.nl))

have agreed as follows:

**Article 1 EXTENSION OF SCOPE OF FIXED-TERM EMPLOYMENT CONTRACT**

Paragraph 1. Using the provisions of Article 7:668a of the Dutch Civil Code (DCC), the provisions of Article 7:668a (1) shall be rendered inoperative if and to the extent that this employment contract was predominantly concluded for the education of the Employee.

Paragraph 2. By 'education' as referred to in paragraph 1 is meant that the Employee is enabled to meet the learning outcomes set out in the Academic Titles (Architects) Act (*Wet op de Architecten-titel*), as further elaborated in the Regulation on the Professional Experience Period (*Regeling Beroepservaringsperiode*).

Paragraph 3. The purpose of rendering the aforementioned provisions inoperative is that the employee can thus acquire the title of architect.

**Article 2 Employee studying at an Academy of Architecture**
delete if not applicable

Paragraph 1. For an employee who is a student at an academy of architecture, the period referred to in Article 1 is a maximum of 2 years after using the maximum term of a fixed-term employment contract as described in the Work and Security Act, i.e. two years and/or three fixed-term employment contracts. As a result, the total period of fixed-term employment contracts between employer and employee is reduced to 4 years.

Paragraph 2. To this end, the parties may conclude two consecutive one-year employment contracts.

Paragraph 2. It is possible to extend these periods once by a maximum of 1 year if and to the extent that the Employee has not yet completed his or her training at the academy of architecture. The termination date of the employment contract is then the same as the date on which the Employee acquires the title of architect.

Paragraph 3. This extension is only intended to give the employee another opportunity to acquire the title of architect.

Paragraph 4. The Employer and Employee do what can reasonably be expected of them to enable the Employee to attain the learning outcomes.

 Paragraph 5. If the Employee terminates his/her studies at the academy of architecture early, the employment contract will be terminated by mutual agreement as of the next calendar month. The Employee hereby agrees to be bound by this, given the specific purpose of this contract. There are no other costs associated with this termination for the Employer, as the Employee cannot derive any further rights vis-à-vis the Employer from it.

OR:

**Article 2.** **The Employee has graduated from a University of Technology**
delete if not applicable

Paragraph 1. For an employee who is a student at a university of technology, the period referred to in Article 1 is a maximum of 1 years after using the maximum term of a fixed-term employment contract as described in the Work and Security Act, i.e. two years and/or three fixed-term employment contracts. As a result, the total period of fixed-term employment contracts between employer and employee is reduced to 3 years.

Paragraph 2. This extension is only intended to give the Employee another opportunity to acquire the title of architect, if the Employee has not yet completed his modules. The employment contract then ends as soon as the Employee acquires the title of architect within the maximum term of one year.

Paragraph 3. This extension is only intended to give the employee another opportunity to acquire the title of architect.

Paragraph 4. The Employer and Employee do what can reasonably be expected of them to enable the Employee to attain the learning outcomes.

Paragraph 5. If the Employee does not complete his/her professional experience period, the employment contract will be terminated by mutual agreement as of the next calendar month. The Employee hereby agrees to be bound by this, given the specific purpose of this contract. There are no other costs associated with this termination for the Employer, as the Employee cannot derive any further rights vis-à-vis the Employer from it.

**Article 3 Duration of the employment contract**

Paragraph 1. The Parties have entered into a fixed-term employment contract with a view to attain the learning outcomes referred to in Article 1, paragraph 2, starting on <date> and ending by operation of law on <end date>.

Paragraph 2. The employer shall give written notice of termination or a proposal for continuation of the employment contract no later than one month before the expiry of the contract. In the case of a proposal for continuation, the notification shall be accompanied by a proposal on pay and conditions of employment.

**Article 4 Job title**

Paragraph 1. The Employee will hold the position of <job title>, as classified in job family/at level <name of job family/level>. The activities consist of <description of the most important tasks and responsibilities> <If applicable: the tasks and responsibilities described in Appendix ...>.
If the Employee holds a hybrid or combined position, involving several job families/levels, that position will be determined and described as such.

Paragraph 2. In accordance with the job description in the job classification handbook, the relevant pay scale is at least F if the Employee has experience with Building Information Modelling (BIM) or E if the Employee has no BIM experience.

**Article 5 Salary**

Based on a working week of <number> hours, the employee's gross monthly salary is <amount> euros in accordance with scale <scale letter> and year of service <number of year of service>.

**Article 6 Place of employment**

Paragraph 1. In principle, the Employee will perform his/her duties at the Employer’s office as set out in this employment contract. The Employer has the right to have the Employee carry out his/her work elsewhere in the Netherlands if, in the opinion of the Employer, the interests of the Company make this desirable or necessary.

**Article 7 Average working time**

Paragraph 1. The Employee's average working time per calendar week will be <number> hours. In consultation between Employer and Employee, taking into account the interests of both Parties, the Employee may work flexible hours per week while maintaining the total number of hours on an annual basis as laid down in this contract.

Paragraph 2. This also allows for study and class hours to be taken into account.

**Article 8 Travel expenses**

The Employer's contribution to the Employee's commuting expenses is <amount> euros per month.
Travel hours and travel expenses for the activities or studies as included in this employment contract will be reimbursed under the existing arrangements made according to the relevant provisions of the CLA.

**Article 9 Holiday entitlements**

The Employee is entitled to <number> hours of holiday per holiday year in accordance with the provisions of the CLA. The holiday year coincides with the calendar year.

**Article 10 Holiday allowance**

The employee is entitled to an 8% holiday allowance in accordance with the provisions of the CLA.

**Article 11 Pension**

The Employee participates in the Pension Fund for Architectural Firms (PFAB).

**Article 12 Good employment practice**

Paragraph 1. The Employer and Employee must conduct themselves towards one another in accordance with the principles of good employment practice.

Paragraph 2. Employee uses the development voucher as included in the CLA for the purpose stated in this employment contract. The Employer encourages and supports that use as much as possible. The Employee is responsible for the choice and use of the development voucher and shall report back appropriately about it.
The number of hours in the development voucher is proportional to the number of hours to be worked, starting from a 40-hour working week.

**Article 13 Ancillary activities**

Paragraph 1. The Employee may participate in contests in which the Employer is not involved, provided that the interests of the Employer are not prejudiced. The Employee informs the Employer of his/her participation and time estimation before the start of the contest.

Paragraph 2. If the Employee works part-time and also performs similar activities independently or in the service of another Employer, he/she shall inform the Employer in advance in order to prevent and resolve possible conflicts of interest.

**Article 14 Right of attribution of the Employee (architect)**

Paragraph 1 If applicable, the Employer shall, in all public statements about it, do justice to the Employee's (architect's) share in designs to which the Employee has made decisive contributions, whether to the whole or any relevant part. The code of conduct of the Royal Association of Dutch Architects (BNA) on Responsibility, Integrity and Professionalism shall be the guiding principle in this respect.

Paragraph 2. The reverse is also true. It is permitted to mention the Employee's name on websites or in presentations after termination of the employment contract with reference to designs to which the Employee has contributed during his/her employment or on behalf of the architectural firm, but only if and insofar as this is in accordance with the facts. The name of the Employer’s architectural firm shall then be mentioned as the main design agency.

**Article 15 Internal rules of conduct**

The Employee conforms to the rules applicable at the Employer’s firm, laid down in house rules or otherwise laid down in writing, and applicable to all employees. The Employee will not in any way whatsoever use information from the firm and concerning the firm’s projects for purposes other than those for which it is intended without the prior consent of the Employer. Nor will the Employee use information from the firm in any form whatsoever for his or her own purposes other than as agreed with the Employer.

**Article 16 Additional employment conditions**

<For example training programmes, courses, continuing education>
<For example bonus scheme, fringe benefits such as transport, computer, telephone>

**Article 17 Applicable law**

This employment contract is governed by Dutch law.

**Article 18 The CLA for architectural firms**

This employment contract is subject to the CLA for personnel employed by architectural firms. By signing this employment contract, the Employee declares to have taken note of the contents of the CLA.

As agreed and drawn up and signed in duplicate in <Place>, on <date>:

.............................. ..............................

<name of employer> <name of employee>

Optional:
Appendix 1 Description of employee’s tasks
Article 2 Additional employment conditions

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| **Disclaimer**This is a model agreement. Nothing in this document creates any rights or obligations. As far as the concrete details are concerned, the Employer and the Employee may request advice from the Stichting Fonds Architectenbureaus prior to signing. This advice will then focus as much as possible on the present situation.  |

**Explanatory note**

General: Avoid terms such as 'the contract shall be continued upon proven suitability'. This makes a subjective criterion decisive for whether or not to continue, while the end of a fixed-term employment contract should be objectively determinable.