

## **Memo Retired Academic Staff**

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### **1. Introduction**

A considerable outflow of researchers due to (early) retirement still threatens to result in a loss of expertise. Although there are enough young researchers available to intercept the outflow, universities do not always have sufficient funds to employ these young people, for example as professor, in the short term. The cutbacks of many years have resulted in a smaller staff.

However, the UT and society at large can continue to make use of the experience and expertise of retired academic staff. Not age, but performance should be decisive in determining the end of one's career, because those who for whom their work is their favourite pastime, including many academic staff (WP), would like to continue doing it for as long as possible.

For the university retired WP constitute a reservoir of 'silver-grey academic capital'. Therefore it can be useful to keep them involved with the UT also after their retirement. For example, in the sphere of extending knowledge, the transfer of knowledge, and the application of knowledge or simply by offering facilities, such as a room with a pc.

Important to the WP concerned are issues such as maintaining close ties with former colleagues, keeping abreast of developments, attending work meetings as staying part of the circuit and supervising doctoral students (under article 9.19 paragraph 3 WHW honourably discharged professors retain the right to act as promoter during five years after their retirement). It is, however, acknowledged that any successors are not to be hampered in their work in any way.

We frequently receive signals that WP wish to remain actively involved with the UT after retirement. Faculties differ in how they effectuate this. This, among other things, has prompted the Executive Board to systematically enable in particular emeriti to give shape to their involvement with the UT in the next few years. The Staff Policy Memorandum 2003 – 2007, incidentally, under the action point 'Developing an elderly staff member policy' (page 14), also refers to the group of emeritus professors. It says that this group which wishes to continue working for a longer period, needs better facilities. However, this also applies to the other WP.

To retain the employability of retired WP, it is at any rate necessary to make arrangements about facilities. A limited stock-taking within the UT has learned that, often on the initiative of the relevant WP, a number of issues are arranged. This takes place to a lesser extent on the instigation of the faculties and deans.

Therefore the UT should at least arrange for facilities, and communicate these facilities to WP who, in the opinion of the dean, and in some cases the academic director and/or chair holder, are to be retained. Arbitrary differences in facilities and between faculties are undesirable. Also, talks between deans and (prospective) retired WP are to be held in order to arrange facilities and possibly the tasks to be performed as well.

## 2. Approach

Proper information is crucial and the provision of information will certainly meet a specific need. Therefore a regular information point will be set up on the website of the Human Resources department (PA&O) that contains *information*, facilities and an example of a 'contract after retirement'.

This contract contains stipulations on the permission to be present in the spaces of the faculty of origin in connection with insurance, as well as stipulations to avoid that the retired person takes up obligations that may have negative financial consequences for the faculty of origin. Such stipulations are not unnecessary. This also applies to arrangements on patent and copyrights. But general issues also need to be covered, such as a library pass, a mail box at the capacity group of origin, an email address, etc.

A contract can also contain stipulations for 'earning' certain facilities that can be obtained on top of the existing facilities. For example, for the supervision of doctoral students. For each completed doctoral thesis the university receives an amount from the ministry. If for example an emeritus has contributed to the supervision, he or she, by way of compensation, could be granted a number of additional facilities, such as (extra) secretarial help and an allowance for travelling expenses, for example for attending conferences.

Another example: Retired academic staff (WP) is involved in contract activities (contract research, advising, contract education). If the WP has contributed to securing the contract, and/or if the contractually agreed activities have been performed, it would seem obvious to make available several facilities, such as those referred to under the supervision of doctoral students.

An active policy for retired WP involves talks (in the context of job appraisal interviews) at several moments around the retirement age:

- with WP two years before retirement (premature exit interview);
- with WP around the retirement and
- with each WP who has remained active within the UT, two years after the end of the official employment.

The interviews are conducted by the dean of the relevant faculty and in some cases in consultation with the academic director and in coordination with the chair holder. In these interviews the dean has the opportunity to invite the retiring WP to perform certain activities whilst at the same time the staff member can ventilate his or her ideas and wishes.

Arrangements can extend beyond a number of standard facilities, such as a room with a pc. For example, giving a number of lectures or cooperating in research projects/educational innovations, but also innovative and preparatory policy-making activities.

Experience shows that those on the verge of retirement are still willing to dedicate themselves to the university, but they insist on being asked for this. Flexibility on the side of the UT and creating sufficient possibilities to continue working, are important in this context. The interview around the moment of retirement is a good moment to record the arrangements in writing.

### 3. Facilities

- a. The WP employee who at the request of the dean wishes to remain involved with the UT will automatically keep for 5 years:
- his/her email address with access to UT websites, that were also available before the retirement<sup>1</sup>;
  - his/her own pigeon hole and use of the post room; and
  - his/her library card.

In particular emeriti are automatically invited for the academic ceremonies.

- b. If a WP after his or her retirement – at the request of the dean – wishes to perform certain activities within the UT organisation and wishes to use the UT facilities, in addition to the standards facilities the following facilities will be provided:
- a workplace (possibly a shared workplace for retired WP)
  - a pc with the desired software and IT support
  - use of notepaper and telephone
  - use of secretarial support of the unit

Both parties have an interest in retired WP staff still being part of the network of colleagues. However, it needs to be clear to everyone that the former tasks have been completed. Therefore a '**visitor agreement**' will be concluded (see appendix 1). Because there is no payment involved, a waiver needs to be signed for patent and copyrights (included in the visitor agreement).

- c. When the WP staff member in hand – at the request of the dean – is prepared after his or her retirement to perform specific, concrete activities<sup>2</sup> for the UT – the dean will lay these incidental activities down in a '**commission agreement**' (see appendix 2).
- d. If a WP staff member – at the request of the dean – is prepared after his or her retirement to perform (full-time or part-time) activities that have a more structural character, without receiving a salary in return, a new **employment contract** is entered into for a definite period of time, the so-called zero-appointment. This means that he or she has all the rights that the 'regular' staff members also have. He/she can therefore also use all the academic staff facilities. However, no salary or pseudo salary payments are made for the activities performed. Because no payment is involved, a waiver needs to be signed for patents and copyrights (for a comparison see appendix 1). The duration of the employment is set at two years with an option of renewal.
- e. If payments are made for structural activities after retirement, an ordinary **employment contract** (full-time or part-time) is entered into for a definite period of time (see art. 2.2. Collective Labour Agreement Dutch Universities). Naturally, all arrangements relating to legal position are applicable to this temporary employment contract. Only in the sphere of social security (contributions) different rules may apply.

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<sup>1</sup> There is an arrangement for home connections to the UT net for former staff, but the facilities are only provided after a written request and permission has been granted.

<sup>2</sup> For example providing a lecture, holding an introduction during a seminar, chairing a PhD ceremony, writing an article, rendering advice, etc.

## Appendix 1

### MODEL FOR A VISITOR AGREEMENT

#### The undersigned:

1. The Executive Board of the University of Twente,  
established in Enschede,  
in this matter duly represented by  
*the dean/director operational management of the faculty* .....  
*Mr/Ms* .....  
hereinafter referred to as: "the university"

and

2. *Mr/Ms* .....,  
born .....in .....,  
residing at .....  
.....,  
hereinafter referred to as: "the visitor"

#### whereas:

- the visitor would like to perform certain activities within the UT organisation in the context of which the visitor will make use of UT facilities and the UT wishes to meet this wish;
- both parties explicitly do not have the intention that this will result in an employment situation between them;

#### declare to have agreed as follows:

1. The visitor will have the opportunity to perform the following activities:  
.....  
.....
2. The activities will be carried out in the period from .....until .....  
on the following days: .....  
and at the following times: .....
3. To perform the activities, the visitor is allowed to enter the following places:  
.....  
.....  
To this end the visitor will / will not be given a staff member card (card number :.....)
4. To perform the activities the visitor, whether or not against payment of a fee, may use the following UT facilities:
  - A workplace in room number ..... on the days and times referred to under 2.  
Fee to be paid by the visitor: none / ..... €per .....
  - A pc/laptop including software/campus license  
Fee to be paid by the visitor: none / .....€per .....
  - Secretarial support by ..... with a maximum extent of ..... hours per ....., on  
the understanding that the secretarial support to UT staff will always have priority over support to  
the visitor.  
Fee to be paid by the visitor: none / .....€per .....

- Laboratory facilities in room .....  
Fee to be paid by the visitor: none / ..... €per .....
- Stationery from the central stock (room .....)  
Fee to be paid by the visitor: none / .....€per .....
- Copiers and printing equipment in/at room .....  
Fee to be paid by the visitor: none / ..... €per .....

5. The house rules as applicable to .....(the workplace) are applicable. In this context the visitor will behave in accordance with the instructions of .....

6. Furthermore, the following arrangements have been made:

Both parties are held to observe secrecy in respect of confidential information that they have obtained from one another in the context of their agreement or from other sources. Information is considered confidential if this has been advised as such by the other party or if this follows from the nature of the information. The parties agree that information that is communicated to either party to the agreement will not be confidential if and to the extent that it can be demonstrated in writing that this information:

- a. is already publicly accessible;
- b. is demonstrably – in writing – known to the receiving party prior to it being announced by the other party;
- c. has been obtained lawfully by the receiving party from a third party that is not held to observe similar secrecy stipulations;
- d. has been developed by the receiving party completely independent of any announcement by the other party;
- e. can be inferred directly or indirectly from a commercially available product;
- f. has become public in the context of judicial proceedings.

Without prejudice to the above in respect of secrecy, the UT retains the rights and competences that are due to the UT under the Copyright Act. All documents provided by the UT, such as reports, advice, designs, sketches, drawings, software etc. are exclusively intended to be used by the visitor and may not be copied, made public or brought to the cognisance of third parties without the prior permission of the UT.

The UT also retains the right to use the knowledge obtained through the performance of the activities for other purposes, in so far as in this context no confidential information of the visitor is communicated to third parties.

If the stay of the visitor results in patentable findings or works, the visitor will waive all intellectual property rights gratuitously for the benefit of the UT. The visitor will render all assistance for acquiring and maintaining any rights on possible inventions. Any necessarily made costs for this will be compensated by the UT. In some cases the visitor will receive an allowance as referred to in the 'Implementation scheme UT Patents'.

- 7. The university will not make available any financial compensation or consideration valuable in money for the activities referred to under 1.
- 8. The visitor may cancel this agreement unilaterally with due observance of a notice period of at least one working week.
- 9. The university may, if it is of the opinion that there are good grounds to do so, cancel this agreement unilaterally with due observance of a notice period of one working week.  
Either party may cancel this agreement unilaterally with immediate effect through a written announcement to the other party if the other party does not observe the stipulations of this agreement.

Agreed and drawn up and signed in twofold in Enschede,

on .....

on behalf of the Executive Board  
of the University of Twente,

the visitor,

Mr/Ms .....

Mr/Ms.....

.....

.....

## Appendix 2

### MODEL FOR A COMMISSION AGREEMENT

#### The undersigned:

1. The Executive Board of the University of Twente,  
established in Enschede,  
in this matter duly represented by  
*the dean/the director operations of the faculty* .....  
*Mr/Ms* .....  
hereinafter referred to as: "the university"

and

2. *Mr/Ms* .....  
*born* ..... *in* .....  
*residing at* .....  
.....  
hereinafter referred to as: "the commissionee"

#### whereas:

- the university intends for the execution of the activities set out below to hire external support and the commissionee is prepared to perform these activities;
- both parties explicitly do not have the intention that this will result in an employment situation between them;

#### declare to have agreed as follows:

1. The commissionee will perform the activities set out below for the university:  
(contents and nature of the activities; end product to be realised)  
.....  
.....
2. In performing the activities the commissionee will act completely independently. Within the context of the arrangements made the commissionee will determine himself/herself how he/she will realise the agreed result.
3. From the university *Mr/Ms* ..... will act as contact person for the commissionee. This contact person has however no supervising or management position towards the commissionee.
4. The commissionee may have another person carry out the agreed activities completely or partially, if he/she has announced this to the university in advance. However, the commissionee will remain at all times accountable towards the university for the agreed result as if he/she had performed the relevant activities himself/herself.
5. The commissionee will determine his/her working hours himself/herself, on the understanding that the activities will be completed no later than on .....(date).
6. If the activities cannot be completed within the agreed time, the commissionee will be accountable for this, unless the non-timely completion is attributable to the university.

7. The commissionee determines himself or herself how the activities will be carried out. For this assignment commissionee may between ..... (date) and ..... (date) use the following UT facilities, whether or not against payment of a fee:
- a workplace in room .....  
fee to be paid by the commissionee: none / .. .....€per .....
  - a pc/laptop including software.  
fee to be paid by the commissionee: none / .....€per .....
  - the copiers and printing equipment in/at room.....  
fee to be paid by the commissionee: none / .....€per .....
  - secretarial support by..... with a maximum extent of .....hours per ....., on the understanding that the secretarial support to UT staff will always have priority over support to the visitor..  
fee to be paid by the commissionee: none / .....€per .....
8. The fee for the activities is .....€per .....(product/hour), in the context of which/whereby in total a maximum of .....(number) products/hours can be charged. The expenses made by the commissionee in the context of the assignment will be compensated up to a maximum of .....  
The commissionee will send the university an invoice monthly for fees and expenses. The latter will be charge separately and in a specified way.
9. The taxed and social security contributions due over the fee and expense allowance are for the account of the commissionee. The commissionee will indemnify the university for any claims from the tax authorities and/or benefits agency for non-paid taxes and/or social security contributions relating to the agreed fee and expense allowance.
10. Furthermore, the following arrangements have been made:

Both parties are held to observe secrecy in respect of confidential information that they have obtained from one another in the context of their agreement or from other sources. Information is considered confidential if this has been advised as such by the other party or if this follows from the nature of the information. The parties agree that information that is communicated to either party to the agreement will not be confidential if and to the extent that it can be demonstrated in writing that this information:

- g. is already publicly accessible;
- h. is demonstrably – writing – known to the receiving party prior to it being announced by the other party;
- i. has been obtained lawfully by the receiving party from a third party that is not held to observe similar secrecy stipulations;
- j. has been developed by the receiving party completely independent of any announcement by the other party;
- k. can be inferred directly or indirectly from a commercially available product;
- l. has become public in the context of judicial proceedings.

Without prejudice to the above in respect of secrecy the UT retains the rights and competences that are due to the UT under the Copyright Act. All documents provided by the UT, such as reports, advice, designs, sketches, drawings, software etc. are exclusively intended to be used by the visitor and may not be copied, made public or brought to the cognisance of third parties without the prior permission of the UT.

The UT also retains the right to use the knowledge obtained through the performance of the activities for other purposes, in so far as in this context no confidential information of the visitor is communicated to third parties.

The commissionee explicitly waives towards the university the right to a patent on any inventions generated by the commissionee in the context of this agreement, unless the invention bears no relationship to the subject of the commissionee's activities. If the commissionee invents something

that is related to his/her activities, he/she will inform the dean of the relevant faculty of this immediately.

If the university wishes to apply for a patent for the invention, or to alienate this right in any way, the commissionee will render to the university all cooperation necessary for this.  
The commissionee has the rights included in the UT's "Implementation scheme UT patents" as if he/she were a staff member of the university.

If and when the commissionee, in the context of this agreement, produces any works protected by copyright, the commissionee will enter into a written agreement with the university relating to the granting to the university of a non-exclusive user license on these works. The license will at least comprise the right of the university to the unlimited copying and use of said works in the context of its non commercial activities in the sphere of education and research.

The stipulation laid down in this article will remain in force for an indefinite period of time after expiry of this agreement.

11. Either party can dissolve this agreement immediately without judicial intervention if the other party does not observe the stipulations of this agreement.

Agreed and drawn up and signed in twofold in Enschede,

on .....

on behalf of the Executive Board  
of the University of Twente,

the commissionee,

Mr/Ms.....

Mr/Ms .....