

ARTICLES OF THE CONTRACT

- 1 -.- The contracting parties declare: a) That the employer is a public university and, in accordance with the tenth additional provision of Law 17/2022, of 5 September, amending Law 14/2011, of 1 June, on Science, Technology and Innovation (hereinafter, L14/2011), and the fifth additional provision of Royal Decree-Law 32/2021, of 28 December, on urgent measures for labour reform, the guarantee of stability in employment and the transformation of the labour market, has the capacity to sign fixed-term contracts that are associated with the implementation of the Recovery, Transformation and Resilience Plan and contracts necessary for the execution of temporary programs whose financing depends on non-competitive European funds. In addition to these additional provisions, to the extent applicable, this contract shall be governed by the provisions of: Organic Law 2/2023 of 22 March on the University System; L14/2011; the recast text of the Law on the Basic Statute for Public Employees, approved by Royal Legislative Decree 5/2015 of 30 October 2015; the recast text of the Law on the Workers' Statute, approved by Royal Legislative Decree 2/2015 of 23 October 2015; Law 53/1984 of 26 December 1984 on staff incompatibilities in the service of public administrations; Royal Decree 598/1985 of 30 April 1985 on incompatibilities between staff employed by the State Administration, Social Security and dependent bodies, agencies and undertakings; Decree 84/2003 of 29 April 2003 of the Government of Aragon regulating the legal and remuneration arrangements for teaching and research staff employed by the University of Zaragoza; Decree 1/2004 of 13 January 2004 of the Government of Aragon approving the Statutes of the University of Zaragoza; the II Collective Agreement for the teaching and research staff hired by the University of Zaragoza (BOA No. 25 of 5 February 2024), hereinafter referred to as the Collective Agreement; the Regulation of the University of Zaragoza on the recruitment of research staff, approved by agreement of 21 December 2011 (BOA No 38 of 24 February 2012), of the Governing Council of the University of Zaragoza and other regulations that may be applicable. b) That the person hired will provide his services as a research staff.
- 2 -.- The person hired will provide their services in the category indicated on the obverse of this contract, in accordance with the provisions of paragraphs 3.d) and 4 of Article 4 of the Regulations of the University of Zaragoza on the recruitment of research staff, approved by agreement of 21 December 2011 (BOA No 38, of 24 February 2012).
- 3 -.- The purpose of the contract is to participate in the implementation of the temporary project or programme shown on the front.
The tasks to be carried out will be exclusively of a research nature without being able to carry out other types of tasks or for another project or program.
However, if this is foreseen in the public call of origin of this contract, collaboration in teaching tasks could be authorized in the terms that, where appropriate, are provided for in the regulations of the University of Zaragoza in force at all times regulating collaboration in regulated teaching of those who do not have the statutory or contractual condition of the faculty.
- 4 -.- The dedication regime will be full-time. The working day and hours will be governed by the provisions of the Collective Agreement, which establishes that the working day will have the same duration as that of the teaching and research staff and, where appropriate, the official research staff (at this time it is 37 hours and 30 minutes per week). This day will be applicable unless the regulations, program, call or aid origin of the contract establishes a different one.
- 5 -.- This contract will begin and end on the dates shown on the front as the start date and end date of the contract, without prejudice to what, with respect to its extinction, appears in the bases of the public call for the origin of the contract and the causes of extinction established in the Workers' Statute.
- 6 -.- A probationary period is established according to the maximum duration, limits and effects determined in article 14 of the consolidated text of the Workers' Statute Law.
- 7 **The suspension** of the contract for the reasons provided for in the consolidated text of the Law on the Statute of Workers shall not entail the extension of its duration. However, if the original invitation to tender so provides in certain circumstances, the duration of the contract shall be suspended in accordance with the terms and conditions set out in the invitation to tender.
- 8 -.- The remuneration that the contracted person will receive are those listed on the front of this contract. Its amount will be revised in accordance with the provisions of the successive laws of general budgets of the State for personnel in the service of the public sector. Their amounts will be subject to the deductions and withholdings that legally proceed at any time, in accordance with the provisions of application regarding contributions to the General Social Security Regime and Personal Income Tax. With regard to salary increases that correspond to public employees, the compensation and absorption mechanism will apply to this contract, in accordance with Article 66.2 of the II Collective Agreement of the PDI Labor of the University of Zaragoza (BOA on February 5, 2024). Any increase in salary will be compensated by a reduction in the supplement, so that the salaries are constant.
- 9 -.- The annual leave and its manner of enjoyment will be those established in the Collective Agreement.
- 10 -.- In accordance with the provisions of Article 49.1 c) of the Workers' Statute, at the end of the contract due to the expiration of the agreed time, the person hired will be entitled to receive compensation of an amount equivalent to the proportional part of the amount that would result from paying twelve days of salary for each year of service or to that established, where appropriate, in the specific regulations that are applicable.
- 11 -.-When the person hired, at the time of signing this contract, does not provide documentary evidence of the result of the previous medical examination, in cases where it is mandatory, this contract will be provisional. In the event that the result of the recognition is 'fit' the contract will become definitive and, if on the contrary, the result of such recognition is 'unfit', this contract will expire on the date on which the University becomes aware of the result.
- 12 -.-The person hired will only be considered as Teaching and Research Personnel when the program, project or aid has its origin in an official call or has been approved by the University of Zaragoza, in accordance with the provisions of article 131.5 of the Statutes of the University.
- 13 -.-The content of this contract will be communicated to the corresponding public employment office, within 10 days of its conclusion, in the form and with the data that regulate the current provisions.
- 14 -.-The contracting parties, by means of electronic signature, expressly accept the content of this contract, which is formalized in a standardized model and contains the pages of which it consists numbered.