



**BBMRI-ERIC**<sup>®</sup>

Biobanking and  
BioMolecular resources  
Research Infrastructure

## HR contracting in BBMRI-ERIC

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[www.bbmri-eric.eu](http://www.bbmri-eric.eu)

# Summary

- What is BBMRI-ERIC?
- Why is HR in an ERIC an issue?
- Models of engagement used:
  - Employment
  - Secondment against reimbursement
  - Secondment as in-kind
  - Service agreement
  - subcontracting (Contractor, freelancer)
  - consulting

## BBMRI-ERIC Vision

<sup>a</sup>BBMRI-ERIC will increase efficacy and excellence of European bio-medical research.

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<sup>a</sup> Business Plan v21.1 03.12.2012, p. 6

## BBMRI-ERIC Mission

<sup>a</sup> BBMRI-ERIC shall establish, operate and develop a pan-European distributed research infrastructure of Biobanks and Biomolecular Resources in order to facilitate the access to resources as well as facilities and to support high quality biomolecular and medical research. BBMRI-ERIC shall implement its Work Programme as adopted by the Assembly of Members.

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<sup>a</sup> Statutes of BBMRI-ERIC, 3 December 2013, L320/62-80, Article 3 (Rev 1, 19 June 2015)

# BBMRI-ERIC Membership



## Members of BBMRI-ERIC

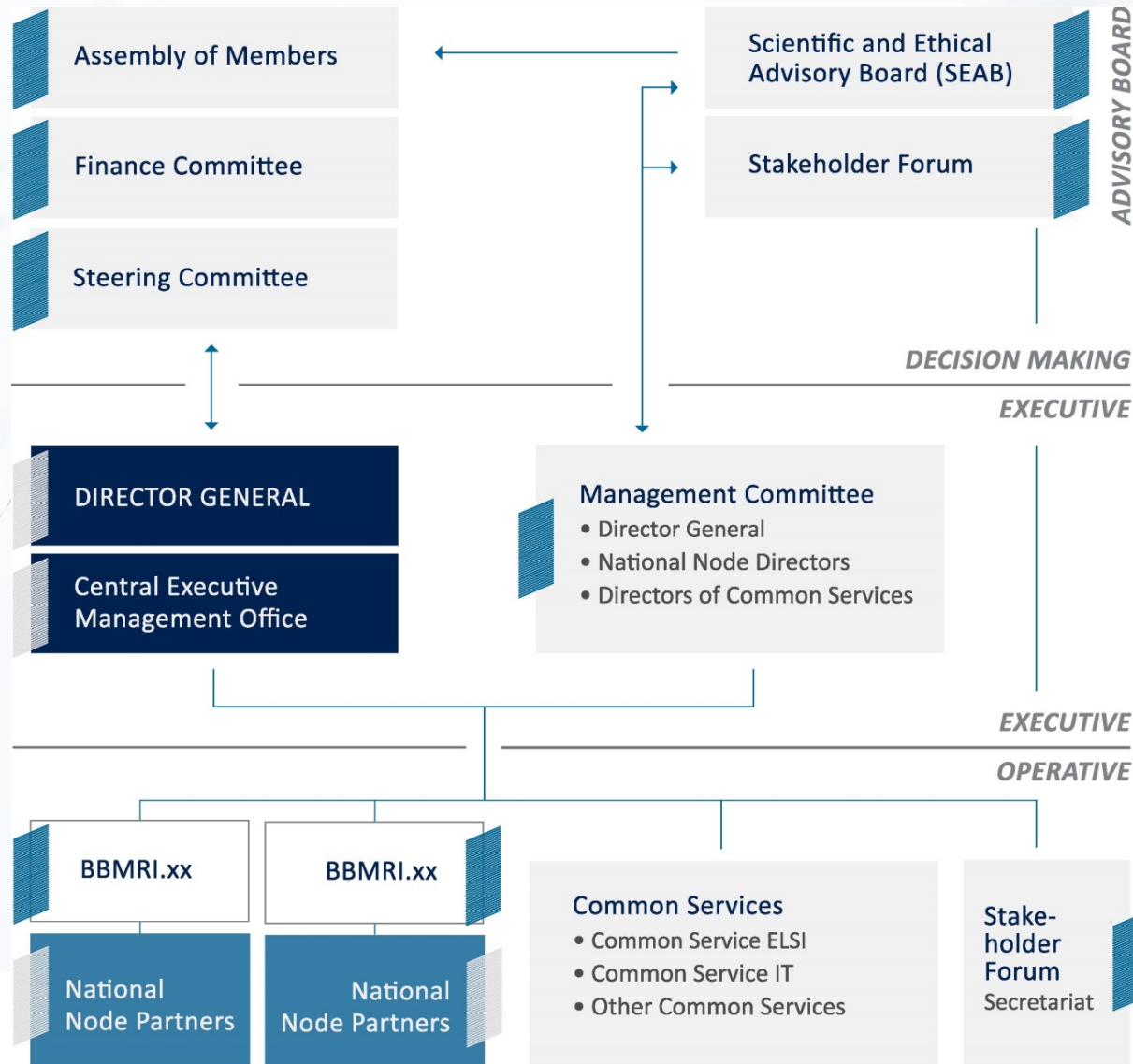
Austria  
Belgium  
Czech Republic  
Estonia  
Finland  
France  
Germany  
Greece  
Italy  
Latvia  
Malta  
Netherlands  
Norway  
Poland  
Sweden  
United Kingdom

## Observers of BBMRI-ERIC

Switzerland, Cyprus, Turkey,  
IARC



# BBMRI-ERIC Governance Structure



# Why is HR management for an ERIC an issue?



- **Statutes:** *“The Director-General shall be assisted in performing the managerial functions by the **staff** of the Central Executive Management Office and the Common Services.”*
- **Common Services:** provide specific services for the National Nodes and/or researcher through a distributed model (employees in many different countries)
- **Staff at CEMO/HQs:** live at and work from different places

# Models used in BBMRI-ERIC

1. Classical employment contracts
  - Full time / part time
  - Time limited / permanent
2. Secondment
  - Against reimbursement
  - As in-kind
3. Service agreement
4. Subcontracting/contractor/freelancer
5. Consulting

# 1. Classical employment contract

- Binds the employee directly to the ERIC
- Full control over work time and content
- Very flexible: full time/part time or time limited/permanent
  - FTC last for a certain period
  - Are set in advance
  - End when a specific task is completed or event takes place
  - Same treatment
- High motivation to be part of an organisation
- Possibility to create a fringe benefit plan (pension scheme, health package, education grants etc)



# 1. Classical employment contract

- Probationary period
- Eligible for cost category „personnel“ in FP
- Needs staffing rules, payroll
- Labour and social security law issues
- Career path?

## 2. Secondment

- The secondee stays employee of his/her organisation and continues to receive salary and other benefits
- Day-to-day supervision is exercised by the ERIC
- Compensation of expenses of the secondment:
  - Reimbursement
  - In-kind (value reduces cash contribution)
- Eligible for „personnel“ in FP (Art. 6.2.A.3 GA: “Costs for personnel seconded by a third party against payment”)

## 3. Service Agreement

- Services/tasks need to be specifically described
- Agreement is with a legal entity
- It is not necessarily specified who is doing the service
- not bound to any directives related to how the services shall be provided as well as work time and work place

## 4. Contractor

- They are either self-employed or are part of other companies/organisations
- They look after their own tax and insurance
- concrete definition of the agreed services/project aims to be achieved
- not bound to any directives related to how the services shall be provided as well as work time and work place
- Eligible for category „other direct costs“

# 5. Consultant

- concrete definition of the agreed services/project aims to be achieved
- not bound to any directives related to how the services shall be provided as well as work time and work place
- commercial risk borne by the consultant (i.e. the consultant must calculate his total fee based on the estimated work time and expenses; no separate expense claims)
- right of the consultant to being represented by other persons in conducting the agreed services
- essential work material must be acquired by the consultant himself
- Eligible for „other direct costs“

# limitations

- Labour, tax and social security law is national
- Pension schemes are different
- Legal advice important, but expensive
- Mobility reduces flexibility
- Missing career path and HR development plans

Thank you for your attention!

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