

Please note: employment agreements are drawn up individually according to the circumstances. The present English translation of a sample agreement is therefore only designed to serve as a guide and may deviate from your individual employment agreement.

Between the State of Bavaria, represented by the University of Bayreuth, Universitätsstr. 30, 95447 Bayreuth, in turn represented by the President (hereinafter "the Employer")

and

Mr./Ms./Mrs. [name] , born on [date], residing at [address] (hereinafter "the Employee"), the following

EMPLOYMENT AGREEMENT

is concluded.

§ 1

Mr./Ms./Mrs. [name] will be hired for the fixed-term position of research associate ([percent of full-time]) at the University of Bayreuth, Chair [title of chair] in the framework of the project [project title].

The employment relationship is for a fixed term, namely until [end date of contract], especially for the following activities of limited duration:

- *Project work in the research project according to the instructions of the project manager.*

The term of employment is based on the Science and Research Act Governing Fixed-Term Contracts (WissZeitVG) as amended.

§ 2

The employment agreement is based on the Public Sector Collective Agreement on Länder (TV-L), the Public Sector Collective Agreement for Transferring Employees of the Länder to TV-L and Transitional Provisions (TVÜ- Länder), and any Public Sector Collective Agreements that supplement, amend, or replace these in the scope of the Bargaining Union of the German Länder (TdL) as amended, to the extent that the State of Bavaria is bound to these. In addition, any other Public Sector Agreements applicable in the region of the State of Bavaria also apply.

§ 3

- (1) In accordance with § 2 para 4 TV-L, the probationary period is six months in duration.
 In accordance with § 30 para 4 sentence 1 item 1 TV-L, the probationary period is six weeks in duration.
 In accordance with § 30 para 4 sentence 1 item 2 TV-L, the probationary period is six months in duration.
- (2) Termination of the fixed-term employment as described in § 30 para 1 sentence 1 TV-L is governed by § 34 para 1 TV-L.
 Termination of the fixed-term employment as described in § 30 para 1 sentence 2 TV-L is governed by § 30 para 4 and 5 TV-L.

§ 4

The employee is assigned the TV-L pay grade [pay grade] (§ 12 para 2 TV-L). If the needs of the service so require, the employer is authorized to assign the employee to a different activity according to his or her pay grade.

§ 5

The following supplementary agreement shall apply:

- The employee agrees to refrain from stating claims for unjust enrichment and shall pay back the relevant amount if too much is transferred as remuneration.

- Commitments and agreements, especially concerning pay grade and step, and are only valid if submitted in writing by the President of the University of Bayreuth as the supervisor of the scientific staff. Changes to the activity determined by the President of the University of Bayreuth or transfer to activities that could lead to a different pay grade from that established by the employment agreement can only be carried out with the written approval of the President of the University of Bayreuth. The employee agrees to inform the President of the University of Bayreuth via his or her direct supervisor if he or she is of the opinion that he or she is conducting 1.) activities that are different from those assigned by the President of the University of Bayreuth or 2.) activities that could lead to assignment to a different pay grade from the one stated in the employment agreement.
- All parties to this agreement declare their willingness to amicably terminate the employment relationship prematurely if the project ends, whether completely or in part, or in case of budget cuts or discontinuation of funding for the project. In this case, the Employer must notify the Employee of the date of termination no later than 4 weeks in advance.
- All records, documents, papers, and data made available during the employment relationship are to be treated confidentially and must not be made available to third parties.
- All documents, illustrations, graphical representations, records of the institution's proceedings, etc. which are made available to the employee by the University of Bayreuth must be returned at the end of the employment relationship without further request. This obligation also applies to all data, findings, and other documents (e.g. lab journals, diskettes, etc.) acquired in the framework of the employment relationship.
- Important note: the provisions of the Employee Invention Act (*Arbeitnehmererfindungsgesetz*) apply as amended. The employee agrees to comply with the the obligation to register and report inventions. If the employment relationship is financed via third-party funds, the Employee expressly agrees to any special standards of the third-party fund provider under the terms of the award letter.
- The supplementary agreement cannot be terminated separately.

§ 6

Amendments or additions to the present employment agreement and supplementary agreements are only valid if made in writing. Extension of a fixed-term employment relationship beyond the time given in § 1 requires separate approval in written form. The terms of § 625 BGB are excluded.

§ 7

Each party to this agreement shall receive a duplicate.

Bayreuth, [date]

On behalf of the President
signed

Jakisch, Senior Official
[“*Leitender Regierungsdirektor*”]

Employee

CC:

1. Employee
2. Duplicate for *Landesamt für Finanzen, Dienststelle Bayreuth, AGr. 4211*
3. Duplicate for *Außenreferat...*
4. Duplicate for *Professor...*
5. Duplicate for personnel file