

**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, Universitätstr. 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 employed as a research associate [“*wissenschaftliche Mitarbeiter/in*”] as described in Article 22 BayHSchPG from [start date of the contract] to [end date of the contract] to perform tasks under the terms of Article 21 BayHSchPG. This fixed-term employment is to be carried out in accordance with the Science and Research Act Governing Fixed-Term Contracts (WissZeitVG). The scientific services include involvement in research and administration and supervising technical-scientific facilities, providing students with expertise and practical skills, and instructing them in the application of scientific methods, to the extent that this is necessary in order to provide the required courses offered. Unit: Chair [“*Lehrstuhl*”].

The fixed-term employment relationship is based on the share of working time as a percentage of the regular weekly working time of a full-time employee. The provisions of the Regulations Concerning Teaching Duties for Academic and Artistic Staff at Universities, Art Academies and Universities of Applied Sciences [“*Fachhochschulen*”] (LUFV, dated 14.02.2007) apply with all applicable provisions as amended. The scope of teaching duties is currently 2.5 course hours with a weighting factor of 1.0.

### § 2

The employment relationship 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 relationship as described in § 30 para 1 sentence 1 TV-L is governed by § 34 para 1 TV-L.  
 Termination of the fixed-term employment relationship as described in § 30 para 1 sentence 2 TV-L is governed by § 30 para 45 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 academic 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 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 and diskettes) 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 obligation to register and report inventions.
- 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. Copy for *Landesamt für Finanzen, Dienststelle Bayreuth, AGr. 4211*
3. Copy for *Außenreferat...*
4. Copy for *Professor...*
5. Copy for personnel file