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## Employment contract

### for student assistants

The Free State of Bavaria, represented by the University of Passau (Universität Passau; hereinafter "Employer")

and

Mr/Ms

date of birth \_\_\_\_\_, place of birth \_\_\_\_\_,

of (place of residence) \_\_\_\_\_,

hereby enter into the following employment contract:

#### §1

- (1) Mr/Ms \_\_\_\_\_ is employed as a **student assistant** at \_\_\_\_\_ (unit) \_\_\_\_\_ for a fixed term until \_\_\_\_\_ (employment end date)

This is a fixed-term employment contract within the meaning of §6 (1) of the Higher Education Act Governing Fixed-Term Employment Contracts for Academic Staff (*Wissenschaftszeitvertragsgesetz*).

- (2) A three-month probationary period applies for student assistants employed for the first time. This employment contract shall be terminated at the end of the employment term, without additional notice of termination. The contract may be terminated at the end of each calendar month; the notice period is one month. The provisions of §626 of the German Civil Code (*Bürgerliches Gesetzbuch; BGB*) – termination without notice for a compelling reason – remain unaffected by the above. Termination of this contract must be notified in writing. Existing employment contracts with the university are terminated when this contract comes into effect.
- (3) The place of work is Passau, Germany.

#### §2

- (1) The student assistant shall provide academic support services as directed by his or her superior.
- (2) The student assistant may be instructed to render academic support services at a unit other than the one he or she has been assigned to in this contract, if there are justified grounds to do so.

- (3) The student assistant shall discharge his or her duties and responsibilities with the appropriate level of care and abide by the Basic Law of the Federal Republic of Germany, the Constitution of the Free State of Bavaria and the federal and state laws.
- (4) By signing the contract, the student assistant expressly declares that he or she upholds the principles of a free, democratic basic order, as within the meaning of the Basic Law, and that they are not members of an organisation intent on abolishing the constitution and overthrowing the constitutional basis of the state.

### §3

- (1) The monthly working hours, not including breaks, shall amount to ..... **hours.**  
The daily start, end and duration of work shall be recorded by no later than the end of the seventh calendar day following the day on which the work was performed (§17 of the Federal Minimum Wage Act; MiLoG).
- (2) Any time credit or debit balances may be carried over to the following months. At the time of termination of the employment contract, the time account must be equalised.
- (3) Remuneration is €                      per hour worked.
- (4) Remuneration is settled for whole months and paid on the last day of each month by electronic bank transfer to an account held in the student assistant's name at a bank in a member state of the European Union.
- (5) In the case of overpayment, the defence on the grounds that the recipient is no longer enriched is excluded.

### §4

- (1) In accordance with the Continued Remuneration Act (*Entgeltfortzahlungsgesetz*), the student assistant is entitled to continued remuneration during sick leave and on public holidays.
- (2) The provisions of §616 (1) line 1 of the German Civil Code (*Bürgerliches Gesetzbuch; BGB*) are modified insofar as remuneration is only paid for work actually performed.
- (3) The Federal Paid Leave Act (*Bundesurlaubsgesetz*) governs the student assistant's holiday entitlement.

### §5

- (1) Liability is governed by the relevant civil service regulations.
- (2) Collateral agreements: –

### §6

This contract shall be governed by the provisions of the German Civil Code (*Bürgerliches Gesetzbuch; BGB*), unless specified otherwise herein.

§3 (2) (obligation to maintain secrecy) and §37 (six-month deadline for the assertion of claims) of the public-sector collective agreement of the German states (TV-L) shall apply.

Passau, (date) [Please fill in the German version]

UNIVERSITY OF PASSAU  
The President  
pp.

XXXXXXXXXXXXXXXXXXXX  
[Please sign the German version]  
Student Assistant

Roswitha Kühberger  
Section Head  
Student Assistants; Business Travel

*For information only: do not fill in*