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## Employment contract

### for Graduate Assistants in non-primary occupation

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) .....,

(hereinafter "Employee"),

hereby enter into the following employment contract:

#### §1

#### Contract term

- (1) Mr/Ms ..... shall be employed by the University as a "Wissenschaftliche Hilfskraft" (Graduate Assistant in non-primary occupation) from ..... to ..... **inclusive** in accordance with art. 33 (1) line 2 of the Higher Education Employment Act of the State of Bavaria (*Bayerisches Hochschulpersonalgesetz; BayHSchPG*).
- (2) This is a fixed-term employment contract within the meaning of §2 (1) of the Higher Education Act Governing Fixed-Term Employment Contracts for Academic Staff (*Wissenschaftszeitvertragsgesetz*). Existing employment contracts are terminated when this contract comes into effect.
- (3) The probationary period is 3 months.
- (4) The Employee undertakes to begin seeking employment on his/her own accord well in advance of the date of termination of this employment contract (§2 (5) no. 2 SGB III). Furthermore, the Employee undertakes to present himself/herself at the *Agentur für Arbeit* (the German Federal Employment Agency) offices to register as an employment-seeker before the respective deadline. If this employment contract is due to end less than three months in the future, the Employee shall register within three days of gaining knowledge of the end date. Registration with *Agentur für Arbeit* is deemed to have been completed if the Employee notifies the employment service of the end date of the employment contract, gives the required personal details and arranges an appointment to complete the registration in person at a later date. The Employee's obligation to register with *Agentur für Arbeit* stands irrespective of any pending lawsuit for continuation of employment or indications from the Employer that the employment contract may be extended (§38 SGB III). Late registration will result in the Employee being refused unemployment benefits for a period of one week (§159 (6) SGB III).
- (3) The place of work is Passau, Germany.

#### §2

#### Job description

- (1) The Employee shall provide academic services as intended by art. 21 (1) of the Bavarian Higher Education Act (BayHSchG) as directed by his or her superior.
- (2) The Employee is obliged to carry out other equivalent activities at the university as directed, if there are justified grounds to do so.

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- (3) The Employee is obliged to comply with the rules and regulations of the university as well as instructions from his or her superior.

### **§3 Working hours**

The monthly working hours, not including breaks, shall amount to ..... hours.

### **§4 Remuneration**

- (1) Remuneration is **€11.50** per hour worked.
- (2) Remuneration shall only be paid for work actually performed.
- (3) 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 Employee's name at a bank in a member state of the European Union.

### **§5 Termination of employment**

- (1) This employment contract shall be terminated at the end of the day indicated in §1, without additional notice of termination. The contract may be terminated at the end of each calendar month; the notice period is one month.
- (2) The provisions of §626 of the German Civil Code (*Bürgerliches Gesetzbuch; BGB*) – termination without notice for a compelling reason – remain unaffected by the above.
- (3) Termination of this contract must be notified in writing.

### **§6 Other provisions**

- (1) The employment contract shall be governed by the relevant laws and regulations, unless stipulated differently in this contract. §37 of the public-sector collective agreement of the German states (TV-L), which states that any claims arising from this contract must be asserted within a period of six months after their accrual, applies, *mutatis mutandis*.
- (2) In the event of incapacity to work brought about by a third party or due to circumstances within the control of a third party, the Employee undertakes to assign any claims for damages for the duration of continued remuneration to the Free State of Bavaria, as represented by the University of Passau.
- (2) The following collateral agreement is being entered into: The employment contract is terminated on the date of expiry or revocation of the Employee's leave to remain (i.e. the residence permit), unless the leave to remain is extended. The Employee undertakes to inform the Employer without delay of any revocation of his or her leave to remain; in the case of non-extension after expiry of the leave to remain, the Employee undertakes to inform the Employer of this fact one month before the date of expiry (i.e. one month before the residence permit lapses) at the latest.

### **§7 Other**

- (1) Amendments to this employment contract, in particular contract extensions, and collateral agreements are only binding if made in writing.
- (2) Each contracting party receives one copy of the contract for their records.

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

UNIVERSITY OF PASSAU  
The President  
pp.

XXXXXXXXXXXXXXXXXXXXX  
[Please sign the German version]

Klaus Hammer-Behringer  
Head of Human Resources

XXXXXXXXXXXXXXXXXXXXX  
(Employee's name)

For information only: do not fill in