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Employment contract

for staff who are subject to the TV-L collective agreement and
who are employed on a fixed-term basis

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

and

Mr/Ms (hereinafter "Employee"),

of (place of residence),

date of birth, place of birth,

hereby enter into the following fixed-term employment contract:

§1

- (1) Mr/Ms shall be employed as part-time/full-time "Wissenschaftlicher Mitarbeiter/Mitarbeiterin" (doctoral staff: Graduate Research or Teaching Assistant; postdoctoral staff: Assistant Professor) from to **inclusive** in an full-time equivalent (FTE) position in accordance with art. 22 (1) and (2) of the Higher Education Employment Act of the Free State of Bavaria (*Bayerisches Hochschulpersonalgesetz*; BayHSchPG;). The Employee will work for the Chair of
- (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*). The employment contract shall end on the date indicated in section (1), whereupon the Employee shall not be permitted to continue the work governed by this contract, unless a written agreement on extension of the contract for a fixed or indefinite term is concluded prior to this date.
- (3) The place of work is Passau, Germany.
- (4) The Employee undertakes to seek employment on his/her own accord well in advance of the date of termination of this employment contract (§2 (5) no. 2 SGB III). In particular, 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).

§2

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This employment relationship is governed by the public-sector collective agreement of the states of the Federal Republic of Germany (*Tarifvertrag für den öffentlichen Dienst der Länder; TV-L*) in conjunction with the collective agreement for the transfer of state employees into the TV-L collective agreement and transitional provisions (*Tarifvertrag zur Überleitung der Beschäftigten der Länder in den TV-L und zur Regelung des Übergangsrechts; TVÜ-Länder*) and pertinent regulations, as amended, as well as any collective agreements supplementing, modifying or superseding the above for all members of the Employers' Association of German States (*Tarifgemeinschaft deutscher Länder; TdL*), insofar as the Employer is bound by the above regulations. Moreover, any other collective agreements by which the Employer is bound shall apply.

§3

- (1) The probationary period in accordance with §2 (4) TV-L is six months.
- (2) §34 (1) TV-L shall apply in the case of termination of the fixed-term employment contract pursuant to §30 (1) No. 1 TV-L.

§4

- (1) The Employee's pay grade is TV-L.

§5

- (1) Amendments to this employment contract, collateral agreements and agreements to enter into collateral agreements are only binding if made in writing.
- (2) No collateral agreement is being entered into.
- (3) Claims arising from this employment contract must be asserted in writing within a period of six months after their accrual, after which period they shall otherwise lapse.

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)