



Model employment contract

for

Marie Skłodowska-Curie Actions

European Postdoctoral Fellowships

Special remark for reading version in English: If the employment contract is issued in German, the English reading version serves merely as a non-binding courtesy translation.

Please note:

This document is a draft version of an employment contract pursuant to § 611 of the German Civil Code (Bürgerliches Gesetzbuch, BGB) and has been issued by the MSCA Working Group on Model Employment Contracts. It is not a universally valid or mandatory template issued by the European Commission.

The draft contract is freely available for you to use. The issuing parties do not give any guarantee as to the correctness of the statements made. If you choose to use the entire text or individual parts of it, you do so entirely under your own responsibility. Doing so does not free you from having to review the contents in order to protect your own interests and rights.

This draft does not reflect the mandatory modifications resulting from the amendment of the German Law on Notification of Conditions Governing an Employment Relationship (Gesetz über den Nachweis der für ein Arbeitsverhältnis geltenden wesentlichen Bedingungen, NachwG). Please review the draft contract thoroughly within your own research institutions.

Marie Skłodowska-Curie Actions

The receiving institution **[receiving institution]** (optional: **host institution**¹), represented by **[title, name and address]**,

and

(name), born on **(date of birth)**, **(address)**,

conclude the following

employment contract²

§ 1

1. **(Name)**, hereinafter referred to as the *EU Researcher*, is assigned on a fixed-term basis per § 2 (2) of the German Academic Fixed-Term Contract Act (*Wissenschaftszeitvertragsgesetz, WissZeitVG*) for the period from **(date)** to **(date)** as part of and exclusively funded by the Marie Skłodowska-Curie Actions **European Postdoctoral Fellowships** within the Horizon Europe EU framework program for research and innovation (2021–2027), in accordance with the framework conditions laid out in the grant agreement between the European Union, represented by the European Research Executive Agency (REA), and the **[receiving institution]**, hereinafter referred to as, to be an

EU Researcher

(optional: at the **host institution**) in **(institution location)**³.

2. They are charged with completing the following tasks: Carrying out the research project per the grant agreement concluded between the REA and **[receiving institution acronym]** (**grant agreement no., project title**), hereinafter referred to as the Grant Agreement (GA).

¹ Optional: **host institution**, particularly for non-university research institutions

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³ An additional agreement is required for any secondments taking place as part of this project, which are indicated as secondments (long-term visits to any other institution than the receiving) in the Description of the Action as Annex I to the GA.

3. The GA, including its annexes (particularly Annex I “Description of the action” and Annex V “Specific rules”) along with any supplements form an integral part of this Contract.
4. The employment relationship will end upon expiry of **(date)**, without any notice being required.
5. The EU Researcher hereby confirms that they have taken note of the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers.

§ 2

Obligations of the EU Researcher

1. The EU Researcher is obliged to comply with all instructions issued to them in their professional role. *Where a set of institution regulations has been issued for the host institution, it forms an integral part of the Contract.*
2. The EU Researcher undertakes to fulfill their tasks and professional duties conscientiously.
3. The EU Researcher shall create a personal career development plan (CDP) when taking up their position. The CDP is to be created in cooperation with the *(optional: host institution)* scientist stated in Annex I of the GA who is responsible for supervising the activities of the EU Researcher relating to career development. This plan must be appended to the Contract within six month of taking up the position.
4. The EU Researcher’s working hours must match the regular weekly working hours of a full-time employee⁴ under the terms of the [German State Collective Bargaining Agreement for the Public Service (TV-L)/German Federal Collective Bargaining Agreement for the Public Service (TVöD)].
5. Throughout the term of this Contract, the EU Researcher undertakes to devote themselves exclusively to the project stated in § 1 and not to undertake any other paid activities. Any exceptions to the above must be agreed in writing and in advance with the *(optional: host institution)* scientist responsible for supervising the activities of the EU Researcher.
6. The EU Researcher undertakes to immediately inform **[receiving institution acronym]** *(optional: the host institution)* of any circumstances that may impede the completion of the GA or this Contract. These are in particular:
 - Any modification relating to the contractual agreements and/or the personal career development plan
 - Any modification relating to the information on which the EU Researcher was accepted into the Marie Skłodowska-Curie Actions
 - Any illness that may have a direct impact on the agreements
 - Notification of pregnancy, within the applicable law
 - Notification of any change relevant to the EU Researcher’s entitlement to the family allowance
7. The EU Researcher undertakes to provide all information relevant to the project per the agreements laid out in the GA (reporting obligation) to the project manager in writing and on time. This applies in particular to cessation of this employment relationship. If the REA

⁴ In the event that the EU Researcher is assigned on a part-time basis, please amend the Contract individually, stating the working hours and working days (working patterns) as a percentage. Part-time employment is only possible if certain requirements are met, and it requires the prior consent of the REA.

refuses to make the final payment due to the final periodic report not being submitted or being submitted late, the research institution is entitled to demand that the EU Researcher repay any remuneration already paid, provided that the EU Researcher is responsible for the delay.

8. In addition, per Article 18 of the GA, the EU Researcher undertakes to submit the evaluation questionnaires about their work on the **(project title)** project provided by the REA before the end of their employment relationship, to complete the follow-up questionnaires provided by the REA two years after the conclusion of the project and to notify **[receiving institution acronym]** (optional: the host institution) that they have been submitted to the REA on time. The EU Researcher is therefore obliged to inform **[receiving institution acronym]** (optional: the host institution) promptly of any changes in their contact details for a period of two years after the end of the employment relationship.

§ 3 Remuneration

1. In recompense for the activities listed in §§ 1 and 2, a monthly sum of EUR **(employer gross sum)** will be provided by the REA. This sum corresponds to the budgetary impact of hiring the EU Researcher. After deduction of the employer social security contributions, this equates to a sum of EUR **(employee gross sum)**, the employee gross remuneration for the remunerated activity stipulated in §§ 1 and 2 of this Contract.
2. The employer gross sum stated in Point 1, Clause 1 includes the monthly living allowance stipulated in the GA for the EU Researcher, in the amount of EUR (sum), adjusted by the country correction coefficient for **(country of receiving institution)**, and the mobility allowance, in the amount of EUR 600.00. The country correction coefficient is set by the European Commission and fixed in the GA. [It also includes the family allowance, in the amount of EUR 660.00, where the requirements for being entitled to this are met.]
3. All tax and social security obligations (health/care/unemployment and pension insurances) are based on the applicable provisions. The relevant employee contributions will be deducted from the employee gross sum stated in Point 1, Clause 2. Payment will be made monthly at the end of the month by electronic payment. This settles all claims for remuneration. No additional benefits such as aid, sick pay supplement, vacation pay, annual special payments, capital-formation benefits and allowances, additional work, overtime, relocation expenses, separation allowance, contributions to supplementary occupational pension schemes (pension institution of the German federal government and states (VBL)), etc. will be granted.

§ 4 Vacation/illness

1. This Contract is subject to the provisions on employment contracts laid out in §§ 611 ff of the German Civil Code (Bürgerliches Gesetzbuch, BGB). The entitlement to continued remuneration in case of sickness is based on the German Continued Remuneration on Holidays and in Case of Sickness Act (Gesetz über die Zahlung des Arbeitsentgelts an Feiertagen und im Krankheitsfall, EntzG), as amended. The vacation entitlement is based on the provisions of the [German State Collective Bargaining Agreement for the Public Service (TV-L)/German Federal Collective Bargaining Agreement for the Public Service (TVöD)], as amended.

§ 5**Intellectual property rights/publications**

1. All files, documents, writings and data that become known to the EU Researcher in their role during the activity within **[receiving institution acronym]** and/or that are labeled or designated as confidential must be handled confidentially and must not be passed on to third parties either orally or in writing.
2. The EU Researcher undertakes to comply with German and European provisions on inventions, shares in inventions and rights of use to works protected by copyright that arise during or in connection with the activities listed in § 1. The German Employee Invention Act (Arbeitnehmererfindungsgesetz, ArbNErfG), as amended, applies to all inventions and proposals for technical improvements (particularly the obligation to notify imposed in § 5 ArbNErfG). Agreements with third parties relating to employee inventions or technical improvements require the prior consent of **[research institution acronym]**. The rights of use to works protected under copyright law and created by the EU Researcher in the course of the activities listed in §§ 1 and 2 are vested in **[research institution acronym]**. This always applies to the extent that **[receiving institution acronym]** requires the rights in order to fulfill its obligation arising from the GA.
3. The EU Researcher undertakes to fully support **[research institution acronym]**'s obligations laid out in Article 17 of the GA relating to open access to research results and research data.
4. The EU Researcher shall inform the (optional: host institution) scientist stated in § 2 of any intention to publish a piece of work associated with the activity being conducted in/at **[receiving institution acronym]** or created using the research institution's facilities and shall provide them with the manuscript. Said scientist will decide in consultation with the author whether and in what form **[receiving institution acronym]** will be referred to in the publication.
5. In accordance with Article 17.2 and 17.3 of the GA, the EU Researcher is obliged to always indicate in all publications, external communication and documentation associated with the project that the work has been carried out with the support of the European Union as part of a Marie Skłodowska-Curie Postdoctoral Fellowship (European Fellowship). The EU emblem and the following statement should be used to do so: "Funded by the European Union." In addition, all communications and material distributed must always include the following disclaimer (in English or German): "Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or [name of the granting authority]. Neither the European Union nor the granting authority can be held responsible for them."
6. The management of the receiving institution (optional: management of host institution) may only veto the publication if it has an important reason for doing so, particularly including if the publication would harm the interests of other employees within the research institution or of persons also involved in the research work, or if the publication would release research results prematurely, resulting in harm to a legitimate interest of the receiving institution (optional: host institution).
7. The provisions relating to the liability of civil servants for damages will be applied mutatis mutandis.

§ 6 Rights of access

1. The EU Researcher will be granted by **[receiving institution acronym]** a non-exclusive gratis right of access and use to the relevant data on the existing know-how and knowledge required for them to carry out the activities assigned to them in §§ 1 and 2. **[receiving institution acronym]** shall inform the EU Researcher as soon as possible of any restrictions that could significantly impact the granting of these rights. All forms of right of use will expire immediately upon cessation of this Contract.

§ 7 Termination of the Contract

1. The employment relationship will end upon expiry of the date stated in § 1, without any notice being required. However, it can also be terminated subject to the relevant notice period stipulated in §§ 622 and 626 of the German Civil Code (Bürgerliches Gesetzbuch, BGB). Grounds for termination include, in particular, if:
 - a) The EU Researcher is not fulfilling their obligations under §§ 1 and 2;
 - b) **[receiving institution acronym]** does not receive the budgetary contribution required for the project from the REA;
 - c) The project stated in § 1 is terminated early or postponed by the European Union and/or the GA on which the project is based is terminated;
 - d) The EU Researcher was assigned on the basis of inaccurate or incomplete information provided;
or
 - e) There are other important grounds for doing so.

The right to extraordinary termination shall remain unaffected. In the event of early termination of this employment relationship, the EU Researcher is not entitled to receive the proportion of the remuneration for the remaining term.

2. The EU Researcher undertakes to waive any objection arising from the omission of enrichment and to repay any overpaid remuneration. This obligation to repay is owed by the EU Researcher to **[research institution acronym]**.

§ 8 Claims/amendments — other provisions

1. [OPTIONAL for EU Researchers from Third Countries: The contractual relationship is subject to the submission of a valid residence permit. Regardless of the contract duration, the contract will be terminated as of the end of the last day for which the residence permit is valid, if the permit is not renewed before the end of the contract.
2. Any claims arising from the employment relationship expire if they are not asserted to the receiving institution in writing within a cut-off period of six months after arising.
3. Amendments, supplements and side agreements must be agreed in writing in order to be valid.
4. If any individual provisions of the Contract, including this regulation, are partially or fully invalid, or if the Contract contains a missing regulation, the validity of the remaining provisions or parts of such provisions remains unaffected. In the place of the invalid or missing provisions, the relevant statutory regulations will apply.

5. All Contractual Parties will receive a copy of the Contract and the GA, along with Annex I and Annex V of the GA.
6. The employment relationship is subject to German law.

READING VERSION