



Die hier veröffentlichte englische Übersetzung des Marie Skłodowska-Curie-Musterarbeitsvertrages für Individual Fellowships (Global Fellowships) aus Bewerbungsaufufen aus dem Rahmenprogramm für Forschung und Innovation HORIZON 2020 (2014-2020) dient lediglich als Leseversion. Sie ist weder ein eigenständiges noch ein rechtlich bindendes Dokument.

Es wird ausdrücklich darauf hingewiesen, dass die Leseversion die Gasteinrichtungen nicht von ihrer Beratungspflicht entbindet. Eine Erläuterung der einzelnen Vertragspunkte im Rahmen eines persönlichen Beratungsgesprächs mit dem Fellow sollte daher weiterhin Bestandteil des Vertragsabschlusses bleiben.

Die Verwendung der englischen Leseversion des Vertragsentwurfes erfolgt auf eigene Verantwortung. Die Arbeitsgruppe übernimmt keine Haftung für Forderungen, die aus diesem Dokument entstehen können.

This English version of the Marie Skłodowska-Curie model employment contract for Individual Fellowships (Global Fellowships) resulting from calls within the Framework Programme for Research and Innovation HORIZON 2020 (2014-2020) is to be used as a reading version only. It is neither a self-contained nor a legally binding document.

It has to be noted that this reading version does not release the host institutions from the duty to advice. The different topics of the contract should still be discussed with the fellow.

Using the English reading version is on one's own responsibility. The working group is under no circumstances and at no time to be held responsible for any claims that might result from this document.



Marie Skłodowska-Curie Actions

[Host Institution], represented by **[Title, Name and Address]**,

and

Mrs/Ms/Mr **[Name]** born on **[Date of Birth]**, **[Address]**

enter into the following

Employment Contract¹

§ 1

Mrs/Ms/Mr. **[Name]**, hereinafter referred to as EU-Researcher, pursuant to § 2 article 2 WissZeitVG, will be employed as

EU-Researcher

at the **[Host Institution]**, hereinafter referred to as **[Acronym of Institution]** in **[Place of Work]** from **[Date]** to **[Date]**. This employment is based on and exclusively financed by the Marie Skłodowska-Curie Action **Individual Fellowships (Global Fellowships)** within the Framework Programme for Research and Innovation HORIZON 2020 (2014-2020) in accordance with the provisions of the Grant Agreement between the European Union, represented by the Research Executive Agency (REA), and **[Host Institution]**.

The EU-Researcher has the following tasks: Execution of the research project according to the Grant Agreement concluded between the Research Executive Agency and **[Acronym of Host Institution] [Grant Agreement number, Title of Project]**, hereinafter referred to as Grant Agreement (GA).

According to Annex 1 of the GA, from **[Date]** to **[Date]** the EU-Researcher will be seconded to **[Partner Organisation]**, hereinafter referred to as **[Acronym of Partner Organisation]**. He/She will conclude the project with a reintegration phase at *the [Host Institution]* from **[Date]** to **[Date]**.

The Host Institution **[Acronym of Institution]** and the Partner Organisation **[Acronym of Partner Organisation]** will conclude a partnership agreement.

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The GA including Annex 1 (Description of the Action) as well as all potential supplements form an integral part of this contract.

The employment will end without requiring any further notice by the end of **[Date]**.

The EU-researcher is aware of the selection criteria that her/his employment is based on.

§ 2 **Obligations of the EU-Researcher**

1. The EU-Researcher is obliged to adhere to all instructions related to the employment. As far as the host institute has set up institutional rules, they are part of this contract.
2. The EU-Researcher agrees to accurately attend to all tasks and to discharge all obligations related to the employment.
3. The EU-Researcher will set up a personal career development plan before the secondment period. This career development plan will be created in collaboration with the host institution's scientist in charge **[Name]** referred to in Annex 1 (GA), who is responsible for supervising all activities of the EU-Researcher related to her/his career development. This personal career development plan must be attached to the contract no later than six weeks after the commencement of the employment. Throughout the secondment period the EU-Researcher will be supervised by **[Name]** of **[Acronym of Partner Organisation]**.
4. The EU-Researcher remains an employee of **[Acronym of Host Institution]** also throughout his/her secondment period in the Third Country, being subject to the instructions of the persons in charge at **[Acronym of Host Institution]**.
5. The EU-Researcher is obliged to return to **[Acronym of Host Institution]** after the secondment period in the Third Country from **[Date]** to **[Date]** to carry out the reintegration phase from **[Date]** to **[Date]**.
6. In case the EU-Researcher does not return to the Host Institution for the reintegration phase, she/he may be required to reimburse the European Union funding received from the Host Institution according to the provisions of the GA, in due consideration of the principle of proportionality.
7. The EU-Researcher is responsible to obtain all necessary documents concerning the right of residence according to applicable residence legislation as well as visa for the secondment period. This also applies to any prerequisites with regard to the reintegration phase.
8. The working hours are equivalent to the regular weekly working hours of a full-time employee pursuant to the [TV-L/TVöD].
9. For the duration of this contract, the EU-Researcher agrees to exclusively dedicate her/his time to the project mentioned in § 1 and not to take up any other paid activities. Exceptions hereof are only permitted if previously approved in writing by the host institution's scientist in charge responsible for supervising the activities of the EU-Researcher.

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10. The EU-Researcher agrees to inform the host institution without delay on each and every condition that may affect the continuation of the GA or of this contract. In particular this applies to:

- each modification related to the contractual agreement and/or the personal career development plan
- each modification related to information that forms the basis of the employment within the Marie Skłodowska-Curie Action
- an illness that may directly effect this contract
- any announcement of pregnancy according to applicable law.

7. The EU-Researcher agrees to provide all information associated with the project to the scientist in charge in written form in due time and pursuant to the GA (obligation to report). In particular, this applies when this employment status is terminated. If the Research Executive Agency should refuse the final payment because the final report has not been submitted at all or only with delay, the research institution may reclaim payments from the EU-Researcher already paid to her/him as far as she/he is responsible for the delay.

8. The EU-Researcher agrees, pursuant to Article 32.1 (e) of the GA, to fill in the evaluation questionnaires provided by the Research Executive Agency on her/his project work **[Title of Project]** prior to the termination of the employment and to fill in the follow-up questionnaires provided by the Research Executive Agency two years after the termination of the employment and to inform the host institution on the timely submission of the questionnaires to the Research Executive Agency. Beyond that, the EU-Researcher agrees to inform the host institution promptly about changes of her/his contact data for at least two years after termination of the employment.

§ 3 Payment

1. For all activities carried out pursuant to §§ 1 and 2 the Research Executive Agency will provide

during the secondment period from **[Date]** to **[Date]**
a monthly amount of **[Amount] €**.

This amount comprises both the monthly salary for the EU-Researcher as specified in the GA (Living Allowance) - amounting to **[Amount]** – adjusted by the country coefficient prescribed by the Research Executive Agency at the time the GA was concluded; and the Mobility Allowance – amounting to 600 € – [as well as the family allowance – amounting to 500,00 €].

For the activities carried out pursuant to §§ 1 and 2 the Research Executive Agency will provide

during the reintegration period from **[Date]** to **[Date]**
a monthly amount of **[Amount] €**.

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This amount comprises both the monthly salary for the EU-Researcher as specified in the GA (Living Allowance) - amounting to **[Amount]** – adjusted by the country coefficient prescribed by the Research Executive Agency at the time the GA was concluded as well as the Mobility Allowance – amounting to 600 € – [as well as the family allowance – amounting to 500,00 €].

2. The amounts are based on the relevant budget concerning the employment of the EU-Researcher. After deduction of the employer's social insurance share, it amounts to the gross salary for the activity to be paid according to §§ 1 and 2 of the contract.

3. The obligation to pay taxes and to contribute to social insurance (health, nursing, unemployment and pension insurance) is based on the relevant regulations, depending on the respective country of residence and length of stay. The relevant employee's contributions are deducted from the abovementioned gross amount. The payment will be transferred at the end of each month using electronic payment. Should the transfer to a German bank account not be possible, the EU-Researcher bears the costs and the risk of the foreign bank transfer.

Therewith, all payment claims are deemed to be satisfied. Additional contributions such as allowances, additional sick-pay, vacation benefit, Christmas bonus, capital-forming payments and extra pay, extra work, overtime, relocation expenses, separation allowance, contributions to internal supplementary benefits (VBL) etc. are not granted.

§ 4

Vacation / Case of Illness

This contract is subject to the regulations on the employment contract pursuant to §§ 611 ff BGB (German Civil Code). The continued remuneration in the case of illness is based on the continued remuneration law from May 26, 1994 (BGBl.IS:1014) in its relevant version. Vacation time is subject to the regulations of the TV-L/TVöD in its relevant version.

§ 5

Intellectual Property Rights and Publications

1. All files, documents, records and data disclosed to the EU-Researcher during the activity at **[Acronym of Institution]** which are related to her/his employment and/or which are marked or identified as confidential must be kept in confidence and must not be transferred to any third party, neither in written nor in oral form.

2. The EU-Researcher agrees to respect all national and European laws and regulations on inventions and parts of inventions and rights of use related to works that are protected by copyright and that have been created during or in connection with the activities specified in § 1. Inventions and technical suggestions for improvement are subject of (German) Law on Employees' Inventions in its relevant version (in particular §5 ArbNErfG, obligation to report). Agreements with third parties which are related to inventions associated with the employment or technical improvements are subject to prior approval of the **[Acronym of Institution]**. The rights of use related to the work of the EU-Researcher associated with the activities specified in §§ 1 and 2 and that are protected by copyright lie with the **[Acronym of Institution]**. This applies in any case as far as the **[Acronym of Institution]** needs these rights in order to satisfy its obligations associated with the GA.

3. The EU-Researcher agrees to fully support the obligations of **[Acronym of Institution]** regarding open access publication of research results as specified in Art. 29 of the GA.

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4. The host institution's scientist in charge as specified in § 2 will be informed about the intention to publish a work that is associated with the activity at the **[Acronym of Institution]** or that has been created using its facilities by means of a manuscript.. She/he then decides together with the author whether and in which form the publication can refer to the **[Acronym of Institution]**.

5. In accordance with Art. 38.1.2 of the GA, the EU-Researcher must, for any communication, documentation und publication activity related to the project, indicate that the work has been achieved with the financial support of the European Union in the context of a Marie Skłodowska-Curie Individual Fellowship. This requires displaying the EU emblem and including the following text: "This project has received funding from the European Union's Framework Programme for Research and Innovation Horizon 2020 (2014-2020) under the Marie Skłodowska-Curie Grant Agreement No. **[Number]**."

6. The management of the host institution may only prohibit the publication for cause, in particular if such a publication would infringe the interests of other employees of the research institution or persons that have contributed to the research work or if the publication could be deemed as a premature publication of research results which could infringe actual interests of the host institution.

7. Concerning damages the relevant regulations on the liability of public servants will apply.

§ 6 Access Rights

1. The EU-Researcher is granted a non-exclusive and royalty-free access and usage right by the **[Acronym of Institution]** for all relevant data (which are based on know-how and expertise already in place) which she/he needs for carrying out her/his activities as defined in §§ 1 and 2. The **[Acronym of Institution]** will inform the EU-Researcher as soon as possible on potential restrictions that may have significant impact on any granted rights. Any type of usage right ends directly upon the termination of the contract or of the project associated with the GA.

§ 7 Termination of the Contract

1. The employment will end without requiring any further notice upon the expiration of the date specified in § 1. However, it can also be terminated pursuant to the respective period of cancellation as specified in §§ 622, 626 BGB (German Civil Code). Reasons for termination may be given if:

- a) the EU-Researcher does not comply with the obligations specified in §§ 1 and 2,
- b) the **[Acronym of Institution]** is not provided with relevant budget funds by the Research Executive Agency which are necessary for the project,
- c) the project defined in § 1 is prematurely terminated or delayed by the European Union and/or the EU Grant Agreement, which forms the basis for this project, is cancelled,
- d) the employment of the EU-Researcher has been initiated on the basis of incorrect or incomplete information, or
- e) other important reasons take place.

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The right of extraordinary termination is not affected by any of the aforementioned. If the employment is prematurely terminated, the EU-Researcher is not entitled to any allowance for the times she/he did not perform her/his work.

2. The EU-Researcher agrees to abstain from pleading omission of enrichment and to reimburse any allowances which have been paid in an unjustified manner. In such cases the EU-Researcher is obliged to reimburse the **[Acronym of Institution]**.

§ 8

Claims / Amendments – Other Provisions

Claims related to the employment will expire if they are not asserted in writing against the host institution within a preclusion period of six months after due date.

Modifications, amendments and side agreements are only effective if agreed upon in writing.

If individual provisions of this contract, including this provision itself, should become invalid, be it in part or completely, or should this contract contain a gap, all other provisions or parts of such provisions and their contents will not be affected by that. The invalid or missing provisions will then be replaced by relevant legal provisions and laws.

The entire contractual relationship is governed and interpreted by and according to German law.

Each contractual party is provided with a copy of this contract, the GA and its Annex 1.

Place _____ Date _____

Signature (Representative
of the host institution)

Signature (EU-Researcher)

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