

## Translation for convenience only MSCA COFUND

1<sup>st</sup>/2<sup>nd</sup> original copy

### **SERVICE CONTRACT in accordance with § 611 et seq. of the German Civil Code (BGB)**

The Free State of Bavaria  
represented by the President of the Technical University of Munich

and

NAME, born DATE OF BIRTH

enter into the following service contract ("Service Contract"):

#### § 1

NAME, hereinafter referred to as "EU-Researcher", will be granted a fixed-term contract (will be granted an extension of the fixed-term contract)<sup>1</sup> for a full-time position for the period from **COMMENCEMENT DATE** to **END DATE** within the framework of the Marie Skłodowska-Curie Action **Cofunding of Regional, National and International Programmes (COFUND)** under the EU Framework Programme for Research and Innovation Horizon 2020 (2014-2020) in accordance with the funding provisions (Grant Agreement) entered into between the European Union, represented by the Research Executive Agency, and the Technical University of Munich ("Host Institution"), hereinafter referred to as "TUM". NAME will be employed as

#### **EU-Researcher**

at the TUM UNIT OF EMPLOYMENT in PLACE OF EMPLOYMENT.

EU-Researcher has the following tasks: conduct of the research project ("Project") in accordance with the agreement entered into between the Research Executive Agency and TUM (AGREEMENT NUMBER, PROJECT TITLE), hereinafter referred to as Grant Agreement (GA).

The GA including the excerpt from Annex I to the GA relating to training programmes (Description of the Action), the project description (Research Plan) and any supplements form an integral part of this Contract.

NAME is aware of the selection criteria that his or her employment is based on.

Prerequisite for employment is a valid residence title permitting the holder to pursue an economic activity. Employment without a valid residence title is not permitted.<sup>2</sup>

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<sup>1</sup> in case of extension of the contract

<sup>2</sup> optional, if residence title is required

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### § 2

The Contract is governed by § 2(1) Sentence 2 of the Temporary Contracts in Academia Act (*WissZeitVG*), Art. 21 and 22 of the Bavarian Act on Higher Education Staff (*BayHSchPG*), the Collective Agreement for the Civil Service of the German Länder (*TV-L*), in particular § 40 of the *TV-L*, the collective agreement on the transition to the *TV-L* and the regulations on transition rights (*TVÜ-Länder*) as well as any supplementary, amending, or supplementing collective agreements applicable to the collective bargaining association of the German Länder (*TdL*) as amended, provided that the Free State of Bavaria is bound by these collective agreements. Further, other collective agreements applicable in the Free State of Bavaria as well as the Bavarian ordinance on teaching load (*LUFV*) applies. The applicable teaching load is governed by the *LUFV* as amended from time to time.

### § 3

1. The EU-Researcher undertakes to perform his/her duties and official obligations conscientiously.
2. The EU-Researcher is obliged to comply with all instructions relating to his or her employment. Where the TUM UNIT OF EMPLOYMENT is governed by specific regulations, these regulations form an integral part of this Contract.
3. Upon commencement of his or her career development activities the EU-Researcher, together with the scientist at the TUM UNIT OF EMPLOYMENT set out in the Research Plan ("Supervisor") NAME SUPERVISOR who is responsible for supervising the EU-Researcher's activities in terms of career development, will set up a personal career development plan, which will remain with the TUM UNIT OF EMPLOYMENT and must be presented at any time upon request.
4. The EU-Researcher undertakes to inform TUM without delay of any circumstances that might affect the performance of the GA or this Contract, in particular any
  - modifications of information relevant for eligibility for the Marie Skłodowska-Curie Action;
  - illness directly affecting the Contract;
  - announcement of a pregnancy in accordance with applicable law.
5. The EU-Researcher undertakes to provide any information concerning the Project to the principal investigator in writing in due time, in accordance with the stipulations set out in the GA (obligation to submit reports). This applies, in particular, when this Contract ends. In the event that the Research Executive Agency refuses to make the final payment because the final report has not been submitted, or has not been submitted in due time, TUM may reclaim any payments made to the EU-Researcher if the EU-Researcher is responsible for the delay.
6. In addition, in accordance with Art. 15.1.2 of the GA, the EU-Researcher undertakes, prior to the end of this Contract, to complete the questionnaire on his or her work on the Project (CONTRACT NUMBER) provided by the Research Executive Agency and, two years after completion of the Project, the follow-up questionnaires provided by the Research Executive Agency; the EU-Researcher will inform the TUM UNIT OF EMPLOYMENT of the timely submission of the questionnaires to the Research Executive Agency. For this reason, the EU-Researcher, for a period of two years from completion of the Project, will be obligated to inform the TUM UNIT OF EMPLOYMENT of any contact detail changes without delay so that he or she may be contacted.

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### § 4

The EU-Researcher is assigned to the salary bracket E 13 of the *TV-L* (§12(2) of the *TV-L*).

Employer has the right to assign the EU-Researcher other job duties within the same salary bracket on official grounds. Relocation within TUM within the same salary bracket will not be excluded.

### § 5

Notwithstanding the provisions contained in collective agreements, the EU-Researcher undertakes to devote his or activities exclusively to the Project set out in § 1 and refrain from pursuing other economic activities during the term of the Contract.

### § 6

1. The probationary period is six months in accordance with § 2(4) of the *TV-L*.
2. Termination of employment subject to a fixed-term contract in accordance with § 30(1) Sentence 1 of the *TV-L* is governed by § 34(1) of the *TV-L*. The possibility of terminating the contract by a separation agreement in accordance with § 33(1) b of the *TV-L* remains unaffected.
3. Grounds for termination include, but are not limited to, if
  - a) the EU-Researcher fails to fulfil the obligations set out in § 1 and § 3;
  - b) the EU-Researcher provided incorrect or incomplete information to obtain employment;
  - c) other important grounds apply.
4. The above provisions do not affect the right of termination or dismissal without notice. In case of early termination of the employment the EU-Researcher will not be entitled to any salary for the period he or she did not perform any activities.
5. The EU-Researcher undertakes to refrain from pleading loss of enrichment and shall return any salary paid in excess to TUM.

### § 7

1. Any files, records, documents and/or data in any form that EU-Researcher has become aware of while pursuing activities at TUM and/or which are marked or identified as confidential must be kept confidential during the EU-Researcher's work on the Project and for a term of four years after the end of the MSCA-COFUND Action CONTRACT NUMBER and must not be disclosed to third parties orally or in writing.
2. The EU-Researcher undertakes to comply with any applicable national and European laws and, in particular, the provisions of the GA concerning inventions and/or inventive contributions and rights of use to copyrighted works developed during or in connection with the activities set out in § 1. Inventions and technical improvements are governed by the German Employee Inventions Act (*ArbnErfG*) as amended (in particular, § 5 on Reporting Obligations). Any agreements with third parties concerning service inventions or technical improvements require the prior approval of TUM. The rights of use to the EU-Researcher's copyrighted works arising from the activities set out in

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§§ 1 and 3 vest in TUM. This applies in any case to the extent that TUM needs these rights to fulfil its obligations under the GA.

3. The EU-Researcher undertakes to fully support TUM in fulfilling its obligations under Art. 29 of the GA on open access to research results.
4. The EU-Researcher shall inform the Supervisor set out in § 3(3) of his or her intention to submit a publication that relates to the activities performed at TUM or has been developed using TUM's facilities, including a manuscript of the proposed publication. The Supervisor, together with the EU-Researcher, will decide whether and in what form TUM will be acknowledged in the publication.
5. In accordance with Art. 38.1.2. of the GA, the EU-Researcher must acknowledge in any publications, external communications, and documentations relating to the Project set out in § 1 that work on the Project has been funded by the European Union under a Marie Skłodowska-Curie Fellowship (COFUND) by displaying the EU emblem and including the following text: "This project has received funding from the European Union's Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie Grant Agreement No. CONTRACT NUMBER". When using infrastructure, equipment and major results funded by EU funds, the EU emblem must be displayed and the following text included: "This (infrastructure) (equipment) (insert type of results) is part of a project that has received funding from the European Union's Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie Grant Agreement No. CONTRACT NUMBER."
6. The EU-Researcher will coordinate any proposed publication concerning results jointly developed with the TUM UNIT OF EMPLOYMENT with the Supervisor set out in § 3(3) prior to publication, observing the provisions of the GA, the Partnership Agreement and, where required, the Fellowship Project Agreement, etc.
7. In case of any damage the liability regulations of public employees apply accordingly.

### § 8

TUM will grant the EU-Researcher a non-exclusive, non-transferable, royalty-free right of access and use to existing know-how and knowledge and the results under the Project set out in § 1 ("Results" in accordance with Art. 26.1 of the GA) that are necessary for the conduct of the activities defined in §§ 1 and 3 unless they are conflicting with third party rights. TUM will inform the EU-Researcher as soon as possible of any restrictions that might substantially affect the granting of rights. The aforementioned rights of use will cease to apply promptly upon the end of this Contract or completion of the Project under the GA.

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### § 9

EU-Researchers are obligated to look for new employment themselves in good time before their employment contract expires (§ 2(5) No. 2 of the German Social Code Book III [SGB III]). In addition, employees whose employment contract expires must register as looking for work with the Federal Employment Agency (*Bundesagentur für Arbeit*) in person no later than three months prior to expiry of their employment contract. If an employee is informed that their contract will be terminated less than three months before the date of termination, they must register as looking for work within three days of receiving this information. To meet the deadline set out in Sentences 1 and 2, it is sufficient for the employee to provide the Federal Employment Agency with their personal details and the date on which the contract expires, provided that they arrange an appointment to register in person at a later date. Employees are still required to register even if the continuation of the employment contract is asserted in court or if the employer informs them that there is a likelihood of the contract being extended (§ 38(1) of the German Social Code Book III [SGB III]). Registering with the Federal Employment Agency after the deadline will result in the entitlement to unemployment benefits being denied for a period of one week (§ 159(6) of the German Social Code Book III [SGB III]).

### § 10

Any amendments, collateral agreements or supplements must be in writing (§2(3) Sentence 1 of the TVL).

### § 11

This Contract is governed by German law.

Venue for any disputes arising out of or relating to this Contract will be Munich as seat of the Host Institution.

Each Party will receive one original copy of the Contract. The GA and Annex 1 to the GA will be provided to the Researcher by the TUM UNIT OF EMPLOYMENT.

### § 12

Any extension of the Contract must be in writing.

PLACE, CONTRACT DATE  
TECHNICAL UNIVERSITY OF MUNICH

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HUMAN RESOURCES

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NAME