

## Translation for convenience only MSCA IF (EF)

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> in accordance with § 2(2) of the Temporary Contracts in Academia Act (*WissZeitVG*) for the period from **COMMENCEMENT DATE** to **END DATE** within the framework of and exclusively financed by the Marie Skłodowska-Curie Action **Individual Fellowships (European Fellowship)** 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 Annex I to the GA – (Description of the Action) and any supplements form an integral part of this Contract.

The Contract will end upon expiry of the END DATE without requiring any notice.

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 Obligations of the EU-Researcher

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 the employment the EU-Researcher, together with the scientist at the TUM UNIT OF EMPLOYMENT set out in Annex I of the GA ("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 working hours correspond to the regular weekly working hours of a full-time employee in accordance with the Collective Agreement for the Civil Service of the German Länder (TV-L).
5. For the term of this Contract, the EU-Researcher undertakes to devote his or her time exclusively to the Project set out in § 1 and refrain from other economic activities.
6. 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 concerning the Contract and/or the personal career development plan;
  - 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.
7. 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.
8. In addition, in accordance with Art. 32.1(e) 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 (PROJECT TITLE) 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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### § 3 Salary

1. The Research Executive Agency will provide a monthly amount of **€MONTHLY AMOUNT** for the activities set out in §§ 1 and 2. This amount is based on the budget allocated to the employment of the EU-Researcher and is, after deduction of the employer's share of social security contribution, the EU-Researcher's gross salary for the activities to be carried out in accordance with §§ 1 and 2 of this Contract.
2. The above amount includes the monthly salary of the EU-Researcher as specified in the GA (Living Allowance) – amounting to €AMOUNT LIVING ALLOWANCE – adjusted by the correction coefficient for Germany determined by the European Commission at the time the GA was entered into (current CORRECTION COEFFICIENT) as well as the Mobility Allowance – amounting to €AMOUNT MOBILITY ALLOWANCE – and the Family Allowance amounting to €AMOUNT FAMILY ALLOWANCE<sup>1</sup>.
3. The obligation to pay taxes and social security contributions (health insurance/long-term care insurance/unemployment insurance/pension insurance) is governed by the applicable regulations. Contributions will be deducted from the gross salary set out in § 3(1) Sentence 2 Half-sentence 2. Payment is made at the end of each month using electronic payment methods and covers all payment obligations to the EU-Researcher. As a rule, no other compensation will be paid, such as subsidies, sick pay allowance, vacation benefits, Christmas bonus, capital-forming benefits and allowances, compensation for work exceeding the statutory working hours, compensation for overtime, relocation allowance, separation allowance, contributions to occupational pension schemes (VBL), etc.

### § 4 Vacation/Sickness

This Contract is governed by the provisions on service contracts in accordance with §§ 611 et seq. of the German Civil Code (*BGB*). Payment of salary in case of sickness is governed by the Continued Payment of Remuneration Act (*EntgFG*) of 26 May 1994 (BGBl. I p. 1014) as amended. Vacation is governed by the Collective Agreement for the Civil Service of the German Länder (*TV-L*) as amended.

### § 5 Intellectual Property Rights/Publications

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 this Contract 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 §§ 1 and 2 vest in TUM. This applies in any case to the extent that TUM needs these rights to fulfil its obligations under the GA.

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<sup>1</sup> optional for cases where EU-Researcher is entitled to Family Allowance

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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 § 2(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 Individual Fellowship (European Fellowship) 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 with the Supervisor set out in § 2(3) prior to publication, observing the provisions of the GA, etc.
7. In case of any damage the liability regulations of public employees apply accordingly.

### § 6 Access Rights

TUM will grant the EU-Researcher a non-exclusive, non-transferable, royalty-free right of access and use to existing know-how and knowledge ("Background" in accordance with Art. 24.1 of the GA) and to those results developed in 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 2 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.

### § 7 Termination of the Contract

1. The employment will end upon expiry of the date set out in § 1 without requiring any notice. However, the Contract may be terminated subject to the notice periods set out in §§ 622 and 626 of the German Civil Code (*BGB*), in particular where
  - a) the EU-Researcher has not fulfilled the obligations set out in § 1 and § 2;
  - b) TUM has not received the funds necessary for the Project from the European Commission;
  - c) the Project referred to in § 1 was terminated early or postponed by the European Union, and/or the respective Grant Agreement was terminated;
  - d) the EU-Researcher provided incorrect or incomplete information to obtain employment;
  - e) other important grounds apply.
2. The first six months of employment will be a probationary period. During the probationary period, the employment relationship may be terminated with a notice period of two weeks in accordance with § 622(3) of the German Civil Code (*BGB*).

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3. The provisions set out in § 7 1. and 2. 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.
4. The EU-Researcher undertakes to refrain from pleading loss of enrichment and shall return any salary paid in excess to TUM.
5. 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]).

#### § 8 Claims/Changes

Claims arising from the employment contract will lapse unless they are asserted by the employee or employee in text form (§ 126 b BGB) within a preclusion period of six months from the due date. Asserting one claim will be sufficient to cover future entitlements if the claim concerns the same facts.

#### § 9

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.

#### § 10

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