

## Translation for convenience only MSCA Horizon Europe COFUND

1./2. original copy

### EMPLOYMENT 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 employment contract:

#### § 1

1. NAME, hereinafter referred to as EU-Researcher, will be granted a fixed-term contract in accordance with § 2 (1) Sentence 2 of the Temporary Contracts in Academia Act (WissZeitVG) for the period from **COMMENCEMENT DATE** to **END DATE** as a full-time employee within the framework of and exclusively financed by the Marie Skłodowska-Curie Action **Co-funding of Regional, National and International Programs (COFUND)** under the EU Framework Program for Research and Innovation Horizon (2021-2027) in accordance with the funding provisions (Grant Agreement) entered into between the European Union, represented by the Research Executive Agency (REA), and the Technical University of Munich, hereinafter referred to as "TUM". NAME will be employed ([further](#)<sup>1</sup>) as

#### EU-Researcher

at the TUM UNIT OF EMPLOYMENT (host institution) in PLACE OF EMPLOYMENT.

2. He or she is responsible for the following tasks: Implementation of the research project in accordance with the funding agreement between the European Research Executive Agency and TUM (PROJECT NUMBER, PROJECT TITLE), hereinafter referred to as Grant Agreement (GA).
3. The GA including the extracts of the annexes relevant to the training measures (in particular Annex I "Description of the Action" and Annex V "Specific rules"), the project description (Research Plan) and any supplements are an integral part of this contract.
4. The EU-Researcher hereby confirms that he or she has taken note of the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers.
5. [A valid residence permit allowing the holder to pursue gainful employment is a prerequisite for employment of the EU-Researchers. The lack of a valid residence permit results in an employment ban.](#)<sup>2</sup>

#### § 2

The contract is governed by the Temporary Employment Contracts in Academia Act (Wissenschaftszeitvertragsgesetz - WissZeitVG) and the Bavarian Higher Education Innovation Act (BayHIG), as well as the Collective Agreement for the Civil Service of the German Länder (TV-L), in particular § 40 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,

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

<sup>2</sup> optional, if position requires residence permit

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as long as those are applicable to the Free State of Bavaria. Further, other collective agreements applicable in the Free State of Bavaria as well as the Bavarian ordinance on teaching load (LUFV) apply. The applicable teaching load is governed by the LUFV as amended.

### § 3

1. The EU-Researcher is obliged to comply with the official instructions. If the host institution operates under specific regulations, these shall form an integral part of the contract.
2. The EU-Researcher undertakes to conscientiously fulfill his or her duties and official responsibilities.
3. The EU-Researcher, together with the scientist of the host institution NAME SUPERVISOR listed in the Research Plan, who is responsible for supervising the EU-Researcher's career development, draws up a personal career development plan at the start of his or her employment, which remains with the host institution and is to be presented at any time upon request.
4. The EU-Researcher undertakes to inform the host institution without delay of any circumstances that might affect the performance of the GA or this contract. In particular:
  - any modification relevant for eligibility for the Marie Skłodowska-Curie Action
  - any modification to the contractual agreements and/or the personal career development plan
  - illness directly affecting the contract
  - announcement of a pregnancy in accordance with applicable law.
5. The EU-Researcher undertakes to provide the project manager with all information relating to the project in writing and on time in accordance with the agreements listed in the GA (reporting obligation). This applies, in particular, when this contract ends. Should the European Research Executive Agency refuse to make the final payment if the final report is not submitted or not submitted on time, TUM may reclaim any payment already made to the EU-Researcher if the EU-Researcher is responsible for the delay.
6. In addition, in accordance with Art. 18 of the GA, the EU-Researcher undertakes, prior to the end of this contract, to complete the evaluation on his or her work on the project (PROJECT NUMBER) provided by the European Research Executive Agency and to complete the follow-up questionnaires provided by the European Research Executive Agency two years after the end of the project and to inform the host institution of the timely submission to the European Research Executive Agency. For this reason, the EU-Researcher, for a period of two years from termination of the contract, will be obligated to inform the host institution of any changes regarding their contact information without delay so that he or she may be contacted.

### § 4

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

The 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

For the duration of this contract, the EU-Researcher undertakes, in deviation from the provisions of the collective agreement, to devote him or herself exclusively to the project specified in § 1 and to refrain from engaging in any other paid work.

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### § 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. Reasons for termination may exist in particular if:
  - a) the EU-Researcher has not fulfilled the obligations set out in § 1 and § 3,
  - b) the EU-Researcher provided incorrect or incomplete information to obtain employment,
  - c) TUM has not received the funds necessary for the project from the European Research Executive Agency,
  - d) the project referred to in § 1 was terminated early or postponed by the European Union, and/or the respective Grant Agreement was terminated,
  - e) 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 excess salary paid to TUM. The EU-Researcher has recovery obligation towards TUM.

### § 7

1. All files, documents, writings and data in any form that have become known to the EU-Researcher during his or her employment at TUM and/or are labeled or referred to as confidential must be treated confidentially during his or her employment at TUM and for five years after termination of the MSCA COFUND PROJECT NUMBER and may not be disclosed to third parties either verbally 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 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 3 vest in TUM. This applies in any case to the extent that TUM needs these rights to fulfill its obligations under the GA.
3. The EU-Researcher undertakes to fully support TUM in fulfilling its obligations under Art. 17 of the GA on open access to research results data.
4. The EU-Researcher will inform the scientist named in § 3 (3) of the intention to submit a publication that relates to the work at TUM or has been developed using its facilities by submitting a manuscript of the proposed publication. This 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. 17.2 and 17.3 of the GA, the EU-Researcher must acknowledge in all publications, external communication and documentation related to the project set out in § 1 that the work was carried out with funding from the European Union within the framework of a Marie Skłodowska-Curie Fellowship (COFUND). This must be done by displaying the EU emblem and including the following text: "Funded by the European Union". Furthermore, the following disclaimer

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(in English or German) must always be used for all communication and preparatory measures: "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". When using infrastructure, equipment and major results funded by the aforementioned EU funds, the EU emblem must be displayed and the following wording included: "This (infrastructure) (equipment) (insert type of results) is part of a project that has received funding from the European Union's Horizon Europe research and innovation programme under the Marie Skłodowska-Curie Grant Agreement No. PROJECT NUMBER."

6. The EU-Researcher shall agree in advance with the scientist of the host institution set out in § 3 (3) on any planned publication relating to results obtained in collaboration with the host institution, taking into account the provisions of the GA, the Partnership Agreement and, if applicable, the Fellowship Project Agreement.
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 ("Background" in accordance with Art. 16.1 of the GA) and to those results developed in the project set out in § 1 ("Results" in accordance with Art. 16.2 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.

### § 9

Employees are obligated to look for new employment themselves in good time before their employment contract expires (§ 2 (5) N2 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. 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 subsidiary agreements must be in writing (§ 2 (3) Sentence 1 of the TV-L).



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### § 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 as well as the extracts of Annex I and Annex V to the GA mentioned in § 1 will be provided to the EU-Researcher by the host institution.

### § 12

Any extension of the contract must be in writing.

Munich, DATE OF CONTRACT  
TECHNICAL UNIVERSITY OF MUNICH

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HUMAN RESOURCES

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NAME

no official form - please sign the german version