



Die hier veröffentlichte englische Übersetzung des Marie Curie-Musterarbeitsvertrages für Initial Training Programmes aus Bewerbungsaufufen aus dem Arbeitsprogramm 2011 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 Marie Curie-Vertragsarbeitsgruppe übernimmt keine Haftung für Forderungen, die aus diesem Dokument entstehen können.

This English version of the Marie Curie model employment contract for Initial Training Networks that resulted from calls from Work Programm 2011 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 advise. The different topics of the contract should still be discussed with the fellow.

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



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

and

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

enter into the following

Employment Contract ⁽¹⁾

§ 1

Pursuant to § 2 article 2 WissZeitVG, Mrs/Ms/Mr **[Name]** will be employed as

EU-Researcher

at the **[Host Institution]** in **[Place of Work]** from **[Date]** to **[Date]**. This employment is based on and exclusively financed by the Marie Curie Action **Initial Training Networks (ITN)** – within the Specific Programme People – the EU Seventh Framework Programme for Research and Technological Development (2007-2013) as well as the general framework of the Grant Agreement between the European Union, represented by the Research Executive Agency, and **[Host Institution]**, hereinafter referred to as **[Acronym of Institution]**.

She/he has the following tasks: Execution of the research project according to the Grant Agreement entered into between the Research Executive Agency and **[Acronym of Institution] [Grant Agreement number, Title of Project]**, hereinafter referred to as EU-Grant Agreement (EUG).

The EUG, consisting of Annex I – Description of Work, Annex II – General Conditions, Annex III – Specific Provisions (Marie Curie Initial Training Network), is agreed upon by the EU-Researcher and forms an integral part of this contract.

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

The EU-researcher has been made aware of the eligibility criteria she/he has to fulfil at the time of recruitment in order to be eligible under the project.

§ 2

Obligation of the EU-Researcher

1. Mrs/Ms/Mr **[Name]**, hereinafter referred to as the EU-Researcher, will create a personal career development plan at the time she/he starts working within the framework of the Initial Training Programme. This career development plan will be created in collaboration with the host institution's **[Mrs/Mr Dr.]** scientist in charge referred to in Annex I (EUG), who is responsible for supervising all of the activities of the EU-

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Researcher that are related to the Initial Training Programme. This personal career development plan must be attached to the contract not later than six weeks after the commencement of the employment.

2. The EU-Researcher is obliged to adhere to all instructions related to the employment. As far as the host institute has set up institute rules, they are part of this contract.
3. The EU-Researcher agrees to accurately satisfy all tasks and obligations related to the employment and to respect and adhere to the German Constitution, the Constitution of the German Federal Land [**Federal Land**] and the law.
4. The working hours are equivalent to the regular weekly working hours of a full-time employee pursuant to the TV-L/TVöD.
5. For the duration of this contract, the EU-Researcher agrees to exclusively dedicate her/his time to the project mentioned in § 1 and to refrain from entering into any other non-gratuitous activities. Exceptions to that 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.
6. The EU-Researcher agrees to immediately inform the host institution on each and every condition that may effect the continuation of the EUG 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 basis of the employment within the Marie 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 EUG (obligation to report). In particular, this applies when this employment status is terminated. If the Research Executive Agency should refuse the final payment in the case the final report has not been provided or has not been provided in due time, the research institution may reclaim payments from the EU-Researcher already paid to him/her as far as she/he is responsible for the delay.
8. Additionally, the EU-Researcher agrees, pursuant to Annex III.2 of the EUG, 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 her/his employment and to fill in the follow-up questionnaires provided by the Research Executive Agency two years after the termination of the project and to inform the host institution on the timely shipment to the Research Executive Agency. Beyond that, the EU-Researcher agrees to inform the host institution on her/his respective residence for at least three years after termination of the project to allow the institute to contact her/him at any time.

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§ 3 Payment

1. For all activities carried out pursuant to §§ 1 and 2 the Research Executive Agency will provide a monthly amount of **[Amount] €**. This amount is 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.
2. This amount comprises both the monthly salary for the EU-Researcher as specified in the EUG (Living Allowance) - amounting to **[Amount]** - and the mobility allowance (Mobility Allowance) – amounting to **[700 € or 1000 €]** – and is adjusted by the country coefficient prescribed by the Research Executive Agency at the time the EUG was concluded.
3. The obligation to contribute to social insurance and to pay taxes (health, nursing, unemployment and pension insurance) is based on relevant regulations. Here, the relevant employee's contributions are deducted from the abovementioned gross amount. The payment will be transferred at the end of the relevant month using electronic payment. Therewith, all payment claims are deemed to be satisfied. Additional contributions such as allowances, vacation benefit, Christmas bonus, capital-forming payments and extra pay, extra work, overtime, relocation expenses, separation allowance 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 governed by the continued remuneration law from May 26, 1994 (BGBl.IS:1014) in its relevant version. Vacation time is governed by 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]** and 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.

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2. The EU-Researcher agrees to observe 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 governed by the (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 a prior approval of the **[Acronym of Institution]**. The rights of use related to work of the EU-Researcher associated with the activities specified in §§ 1 and 2 and that are protected by copyright are entitled to the **[Acronym of Institution]**. This applies in any case as far as the **[Acronym of Institution]** needs these obligations to be able to satisfy its rights associated with the EUG.
3. The scientist in charge as specified in § 2 will be informed by means of a submitted manuscript 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. She/he then decides together with the author whether and in which form the publication can refer to the **[Acronym of Institution]**.
4. With all publications related to the project the EU-Researcher is obliged to always identify that her/his work has been carried out using the support of the European Union, specifically of a Marie Curie Initial Training Network.
5. The management of the host institution may only forbid the publication for good reason, 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.
6. Damages are governed by relevant regulations on the liability of public servants.

§ 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. Each type of usage right ends directly upon the termination of the contract or of the project associated with the EUG.

§ 7 Termination of the Contract

1. The employment will end without requiring any further notice upon the expiration of the day specified in § 1. However, it can also be terminated pursuant to the relevant period of cancellation as specified in §§ 622, 626 BGB (German Civil Code). Reasons for cancellation may be given if:
 - a) the EU-Researcher does not comply with the obligations specified in §§ 1 and 2,

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- 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 are in place.

The right to extraordinary dismissal is not affected by any of the aforementioned. If the employment is prematurely terminated, the EU-Researcher is not entitled to any allowance fraction for the times she/he does not perform.

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. The EU-Researcher is obliged to reimburse to the **[Acronym of Institution]**.

§ 8

Claims / Amendments – Other Provisions

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

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

§ 9

Place of Jurisdiction

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

Place of jurisdiction for all disputes arising from this contract is **[Place]** being the place of business of the host institution.

Each contractual party is provided with a copy of this contract.

Place _____ Date _____

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Signature (Representative)
of the host institution

Signature EU-Researcher

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