

## Employment Contract

The following employment contract is concluded  
between  
the University of Duisburg-Essen, represented by the Rector  
and  
Mrs./Mr.....,  
born on ... ,  
resident at ...

### § 1

1. In compliance with the provisions on the employment and compensation of research and student assistants at university-level institutions outlined in the decree of the Ministry of Science and Research of 19-02-1976 – I B 4 3812 – the above mentioned person is employed as a research assistant at the University of Duisburg-Essen for the period from ... to ... .  
The time limitation is based on § 2 (1).

- 1<sup>st</sup> sentence of the German Act Governing Fixed Term Academic Contracts (WissZeitVG) in the version of the Act for Modification of Labour-Law Regulations in Academic Contracts of 12-04-2007.
- 2<sup>nd</sup> sentence of the German Act Governing Fixed Term Academic Contracts (WissZeitVG) in the version of the Act for Modification of Labour-Law Regulations in Academic Contracts of 12-04-2007.

2. For the term of contract the research assistant is employed with an average of ... working hours per week.

### § 2

1. The duties of the research assistant are determined in detail by the university professor to whom she/he is assigned.
2. The research assistant agrees to fulfil her/his duties conscientiously and to adhere to the Constitution of the Federal Republic of Germany as well as to the laws. By signing the employment contract she/he expressly declares that she/he accepts the principles of the free democratic basic order within the meaning of the Constitution and that she/he will not offend the constitutional order of the state.

### § 3

1. For the period of employment a lump-sum payment is made in accordance with the “Guidelines of the Collective Wage Agreement of the German States on the working conditions of research assistants who have completed their academic degree and/or research assistants who have not completed their academic degree (student assistants)”. The remuneration currently amounts to €.. per hour of the average weekly working hours. The monthly lump-sum payment results from the multiplication of the hourly rate by the number of hours of average weekly working hours (§ 1 (2) ) and the factor 4.348.

2. In the event of incapacity for work due to accident or illness payment of the remuneration will be continued up to the end of the 6<sup>th</sup> week but not beyond the end of the employment period. This shall not apply if the research assistant has caused the incapacity for work intentionally, gross negligently or while pursuing a non-authorized secondary employment. The German Continued Payment of Wages and Salaries Act (EFZG) applies accordingly.

#### § 4

1. In addition, the provisions applicable at the respective time to civil officers in academic service concerning professional discretion, acceptance of rewards and gifts, liability for damage, reimbursement of travel expenses and inspection of personnel files apply accordingly. Holidays are granted according to legal regulations.
2. Financial aid in the event of illness, birth or death is not granted.
3. Deviating from para. 2 research assistants are paid the cost of the lowest class of regularly operating means of transport as compensation for travel expenses.

#### § 5

The lump-sum compensation for the employment as a research assistant is classed as income in terms of the Federal Education and Training Assistance Act (BAföG). Recipients of benefits under BAföG are obligated to inform the Education and Training Assistance Office about the remuneration to which they are entitled according to this employment contract. This also applies if financial assistance in training and education has been applied for and if a decision has so far not been issued (§ 51 of BAföG).

#### § 6

The employment ends upon expiry of the employment period specified in § 1 without requiring any special notice of termination. It can be terminated at an earlier date with a period of notice of one month to the end of a month. The option to terminate the employment for an important reason without observing a period of notice in accordance with § 626 of the German Civil Code (BGB) remains unaffected. The parties to the contract are in agreement that a violation of the obligation taken on in the 2<sup>nd</sup> sentence of § 2 (2) constitutes an important reason for instant termination.

#### § 7

The research assistant assures that she/he is not holding any other employment. She/he agrees to immediately inform the University if she/he takes up any other employment; this information is to be provided before the intended employment is started.

#### **Note on the employment contract:**

**The Social Code – Book 3 on the Promotion of Employment – has been changed effective from 01-07-03. According to § 37 of Social Code III you are to register with the employment office as looking for work three months before the expiration of your employment contract in order to maintain your entitlement to the full amount of your unemployment benefits. If the employment is limited to a shorter term than 3 months, this obligation arises immediately upon conclusion of the contract. You are furthermore obligated to actively look for employment.**

Duisburg/Essen  
For the Rector  
The Chancellor  
By order

Duisburg,  
The Research Assistant

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