

The

**Land Baden-Württemberg,**  
represented by the  
**Ministerium für Wissenschaft, Forschung und Kunst Baden-Württemberg (Ministry for Science,  
Research and Arts Baden-Württemberg),**  
which is represented by the **Albert Ludwig University**

and

**Mr/Ms sva-akad.Titel sva-Vorname sva-Name,**  
**born on sva-geb**

enter into the following

**CONTRACT OF EMPLOYMENT**  
**for employees to which applies the TV-L,**

§ 1 Employment, probationary period

- 1 The University of Freiburg will employ Mr/Ms sva-akad.Titel sva-Vorname sva-Name from **O<sup>1</sup>** to **O<sup>2</sup>** for a fixed term (**O<sup>3</sup>** sva-Dienstbezeichnung/**O<sup>3</sup>**(student) help/**O<sup>3</sup>**.....).
- 2a **O<sup>4</sup>**The contract of employment is for a fixed term, because the employment in the qualification phase serves for the education, vocational training or further education of the employee (Wissenschaftszeitvertragsgesetz (law on fixed-term contracts for science)).
- 2b **O<sup>4</sup>**The contract of employment is for a fixed term, because the employee will be financed predominantly by external funds, financing is granted for a certain task and period of time and the employee will be employed predominantly according to the appropriation of these funds (Wissenschaftszeitvertragsgesetz (law on fixed-term contracts for science)).
- 2c **O<sup>4</sup>**The time limitation is including **O<sup>2</sup>** acc. to. § 14 par. 1 no. 1 Teilzeit- und Befristungsgesetz (TzBfG part-time and time limitation law)), since the internal need for the job performance is temporary, namely during the time of the **O<sup>4</sup>** project / **O<sup>4</sup>** research project "**O<sup>4</sup>**". The tasks in the above-mentioned project are to be completed by **O<sup>2</sup>**.
- 2d **O<sup>4</sup>**The time limitation is including **O<sup>2</sup>** acc. to. § 14 par. 1 Teilzeit- und Befristungsgesetz (TzBfG part-time and time limitation law))**O<sup>4</sup>**.
- 2e **O<sup>4</sup>**The time limitation is including **O<sup>2</sup>** acc. to § 14 par. 1 no. 6 Teilzeit- und Befristungsgesetz (TzBfG part-time and time limitation law)) as temporary help and because personal reasons of the employee justify the time limitation; the time limitation is granted on the employees request.
- 2f **O<sup>4</sup>**The time limitation is including **O<sup>2</sup>** acc. to § 14 par. 1 no. 7 Teilzeit- und Befristungsgesetz (TzBfG part-time and time limitation law) since the employee is remunerated out of budgetary funds that are in the budget dedicated to a fixed-term employment and he/she will be employed accordingly.
- 2g **O<sup>4</sup>**The time limitation is including **O<sup>2</sup>** acc. to § 14 par. 2 Teilzeit- und Befristungsgesetz (TzBfG part-time and time limitation law)) without objective reason.
- 3 The employer/employee relationship will end as specified in § 1 sentence 1 without requiring an explicit notice of termination.
- 4 **O<sup>5</sup>**The employer/employee relationship will end prematurely with the expiry of the correspondingly valid residence/work permit.

5a <sup>6</sup> According to § 2 par. 4 sentence 1 or § 30 par. 4 sentence 1 2<sup>nd</sup> clause TV-L 6, the probationary period amounts to six months.

5b <sup>6</sup> According to § 30 par. 4 sentence 1 1<sup>st</sup> clause TV-L, the probationary period amounts to 6 weeks.

#### § 2 Hours of work

6a <sup>7</sup> The employment will be full-time.

6b <sup>7</sup> The employment will be part-time with <sup>7</sup> % of the average regular working hours of an equivalent full-time employee.  
Within the frame of justified formal requirements, the employee will be obliged to be on standby, on-call duty, work overtime and extra hours.

#### § 3 Application of collective agreement provisions

7 The following apply to the employer/employee relationship

- the collective agreement for public service of the Laender (TV-L),
- the collective agreement for the transition of employees of the Laender into TV-L and for the regulation of the transitional law (TVÜ-Länder), as well as
- the collective agreements amending, modifying or replacing TV-L and TVÜ-Laender,

as amended and valid for the field of the tariff community of the German Laender and for the Land Baden-Württemberg and

- other relevant collective agreements for the Land Baden-Württemberg.

#### § 4 Assignment of a group

8 The employee will be charged with tasks according to remuneration group <sup>8</sup> TV-L.

9 <sup>8</sup> Due to previously completed times, remuneration will be paid according to remuneration group <sup>8</sup> TV-L.

10 <sup>9</sup> Until submission of a scientific leaving certificate, remuneration will be paid according to remuneration group 12.

11a <sup>10</sup> At present, the employee will be charged with the following tasks specified in the enclosure.

11b <sup>10</sup> At present, the employee will be charged with the following tasks:  
<sup>13</sup>

#### § 5 Cession declaration

12 If on the basis of legal provisions, the employee has a right to damage claims against a third party due to loss of salary caused by disability, she/he transfers these damage claims to the employer as far as the employer has continued payment of remuneration including other benefits to the employee.

§ 6 Collateral agreement(s)

- 13 All modification and additions to this contract of employment including collateral agreements as well as the provisions of further collateral agreements are valid only after having been agreed upon in writing.
- 14 <sup>11/14</sup>The following collateral agreement(s) is/are agreed upon:  
<sup>14</sup>The collateral agreement(s) can be cancelled in writing with 2 weeks' notice to the end of the month.

§ 7 Termination

- 15 For the termination of the fixed-term employer/employee relationship according to § 30 par. 1<sup>st</sup> sentence 1 TV-L applies § 34 par. 1 TV-L.
- For the termination of the fixed-term employer/employee relationship according to § 30 par. 1<sup>st</sup> sentence 2 TV-L applies § 30 par. 4 and 5 TV-L.

§ 8

- 16 Even during an existing employer/employee relationship, employees are obliged to look for further employment already early before its termination (§ 2 par. 5 no. 2 SGB III).

Furthermore, employees are obliged to personally register for work with the Bundesagentur für Arbeit (Federal Agency for Work) as soon as they know the date of termination of the existing employer/employee relationship but no later than 3 months before its termination. If there are less than 3 months between the notice of the date of termination and the termination of the employer/employee relationship, registration has to be within 3 days after the employee learned about the date of termination. For protection of these periods of time notification with specification of the personal data and the time of termination is sufficient if the employee subsequently makes an appointment for personal registration. The obligation to register exists irrespective of whether the continuation of the employer/employee relationship will be legally enforced or has been promised by the employer (§ 38 par. 1 SGB III).

A delayed registration with the Bundesagentur für Arbeit results in an exclusion period for the entitlement to unemployment benefit of one week (§ 159 par. 1 no. 7 and par. 6 SGB III).

<sup>12</sup>§ 9

- 17 <sup>12</sup>The parties agree that the contract of employment from <sup>12</sup> will be in abeyance in the period from <sup>1</sup> to <sup>2</sup> inclusively.
- 18 <sup>12</sup>The parties agree that the current employer/employee relationship based on previous agreements will expire after <sup>12</sup>.
- 19 <sup>12</sup>The parties agree that the contract of employment from <sup>12</sup> will also persist.

**Albert-Ludwigs-Universität**  
**- Rektorat -**

**79085 Freiburg, 08 June 2016**

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sva-Sachbearbeiter/in

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sva-akad.Titel sva-Vorname sva-Name