

Name, Forename, Date of Birth

Declaration in respect of doctoral periods and employment relationships (all student assistant contracts/ academic assistant contracts/ fixed-term employment contracts/ temporary civil servant statuses) with German institutions of higher education or research establishments or with their members (private service contracts) pursuant to legislation in respect of fixed-term employment contracts in higher education and research (WissZeitVG)

Employed as	Employer	From	To	Remuneration / salary, according to	Working time, hours/wk in accordance with emp con.

Graduated from university as _____ on:

Commencement of doctorate on: _____ Date on which thesis topic was issued: _____

Awarded doctorate in _____ on:

I declare that the aforementioned statements are correct and complete. I am aware that false statements may entail measures under employment law, including rescission of the employment contract. I have received and taken cognizance of the printed extracts of the legislative text.

Place, date

Signature

Section 1 Fixed-term employment contracts

(1) Sections 2 and 3 apply to the conclusion of employment contracts for a specific period of time (fixed-term employment contracts) with scientific and artistic personnel apart from higher education teachers at institutions of education that are state higher education institutions in accordance with state law. There may be no deviation, by dint of agreement, from these provisions. Particular subjects and research areas may, by dint of collective agreement, diverge from the periods for which provision is made in Section 2 (1) and define the number of permitted extensions of fixed-term employment contracts. Within the scope of such a collective agreement, parties to the contract that are not bound by collective agreement may agree to apply the provisions of the collective agreement. The employment law provisions and principles in respect of fixed-term employment contracts and their termination must be applied, where they do not conflict with the provisions set forth in Sections 2 to 6.

(2) This does not affect the right of institutions of higher education to employ the personnel designated in (1) sentence 1 also in open-ended employment relationships or such as are limited in accordance with the *Teilzeit- und Befristungsgesetz* (Act on Part-Time Work and Fixed-Term Employment Contracts).

Section 2 Duration of the fixed-term contract; fixed-term contract due to external funding

(1) Fixed-term employment contracts for the personnel designated in Section 1 (1) sentence 1 who have not been awarded a doctorate are permissible for a duration of six years. Following completion of a doctorate, fixed-term contracts up to a duration of six years are permissible, such period being extended to nine years in the case of medicine; the permissible fixed-term duration can be extended to the extent that periods of fixed-term employment pursuant to sentence 1 and doctoral periods without employment pursuant to sentence 1 have together amounted to less than six years. Where the aforementioned personnel care for one or more children under the age of 18, the total permissible fixed-term period pursuant to sentences 1 and 2 can be extended by two years for each child.

Extensions of a fixed-term contract are also possible within the permissible fixed-term period.

(2) Fixed-term employment contracts for the personnel designated in Section 1 (1) sentence 1 are also permissible if the employment is mainly financed from external funds, the funding has been approved for a particular function and duration and the employee is employed predominantly in accordance with the purpose of these funds. Under the conditions set out in sentence 1, fixed-term contracts for non-scientific and non-artistic personnel are also permitted.

(3) All fixed-term employment relationships with more than one quarter of regular working time which have been entered into with a German institution of higher education or a research establishment pursuant to Section 5, as well as corresponding temporary civil servant relationships and private service contracts pursuant to Section 3, must be counted towards the permissible fixed-term period regulated in (1). This also applies to fixed-term employment relationships that have been entered into in accordance with other statutory provisions. Periods of a fixed-term employment relationship prior to completion of a programme of study shall not be counted towards the permissible fixed-term period pursuant to (1).

(4) The employment contract must indicate whether the fixed-term contract is based on the provisions of this law. If no such indication is given, the fixed-term contract cannot be based on provisions of this law. In the case of employment contracts pursuant to (1), the duration of the fixed-term contract must be, or be able to be, determined on a calendar basis.

(5) The corresponding duration of a fixed-term employment contract pursuant to (1) can, with the agreement of the employee, be extended by

1. periods of leave or a minimum one-fifth reduction in regular working time that have been granted for looking after or caring for one or more children under 18 years of age or other dependants requiring care,
2. periods of leave for a scientific or artistic activity, or scientific, artistic or professional training, continuing training or further training carried out outside the higher education sector or in another country,
3. periods in which parental leave was claimed pursuant to the *Bundeselterngeld- und Elternzeitgesetz* (Federal Parental Allowance and Parental Leave Act) and periods of a prohibition of employment pursuant to Sections 3, 4, 6 und 8 of the *Mutterschutzgesetz* (Maternity Protection Act) to the extent that no gainful employment has taken place,
4. periods of basic military service and alternative civilian service and
5. periods of a release from duties comprising at least one fifth of regular working time for

the performance of functions as a personnel or disabled staff representative, the functions of a women's representative or equal opportunities officer or for exercising an office compatible with the employment relationship.

An extension pursuant to sentence 1 is not counted towards the fixed-term period permissible in accordance with (1). In the cases of sentence 1 nos. 1, 2 and 5, it should not exceed two years at any one time.

Section 3 Private service contract

The provisions of Sections 1, 2 and 6 apply *mutatis mutandis* to a fixed-term employment contract that a member of an institution of higher education, who performs functions of this institution independently, enters into, for the purpose of assistance with the fulfilment of these functions, with personnel remunerated predominantly from external funds pursuant to Section 1 (1) sentence 1. Section 2 (2) sentence 2 and (4) sentence 1 and 2 apply *mutatis mutandis* to non-scientific and non-artistic personnel.