UNIVERSITÄT SIEGEN

Request for employment or change of employment relationship of a student assist

To facilitate the hiring process for international staff, we provide the following documents in English and recommend that you use them as fill-in help for the German forms. However, you must fill in and sign the German forms.

If you do not understand the questions and explanations in either the German or the English forms, feel free to ask your recruiter in the HR department. Further information in English on the German social insurance system can be found on the websites of Euraxess (http://www.euraxess.de/portal/Incoming_en.html) or Make it in Germany (http://www.make-it-in-germany.com/en/living/guide-to-living-in-germany/).

Please fill in the form including the Annexes and submit the printed documents including the Annexes completely no later than 5 weeks before the planned beginning of the contract in the secretariat of the department in which you want to be employed as a student assistant.

Date filled in:

Type of position:	**Student assistant**
Organizational allocation faculty/Central institution:	
Request selection:	

1. Information on the person (to be employed)

Form of address:			
First name		Family name:	
Date of birth:		Place of birth:	
Nationality:		EU-citizen:	○ Yes ○ No
Street, street no.:			
Postal code:		Place of residence:	
Email:			

2. Further employment relationships

I have or will receive another contract in parallel ○ Yes ○ No

Faculty/ Institution	Department/Seminar	Superior	from	to	Working time in weekly hours	new line
						+ -

3. Bank details

IBAN:		BIC:	
Bank:			

4. Study data

Version 1.9 of 06.08.2015

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Print form

Enrolment no.:		BAföG (study grants) recipient: ○ Yes ○ No

Any future BaföG grant must be communicated to the HR department (department 4).

Main subject:

Semester: | I have already completed a course of study: ○ Yes ○ No

Please note: According to the guidelines of the University of Siegen only students who are currently enrolled in a undergraduate (bachelor) degree program can apply for Student Assistant positions (German equivalent: studentische Hilfskraft / SHK). Graduate Students who are currently enrolled in a master's degree program can only apply for Graduate Student Assistant (GSA) positions (German equivalent: wissenschaftliche Hilfskraft mit Bachelor / WHB).

Please sign both copies of the contract at the end of this application!

Important note:
This blank form is an **application**. An employment relationship, however, shall only come into existence if a relevant **employment agreement** is concluded between the employee and the HR department.
Until then, no work services may be rendered or accepted.
I hereby confirm correctness of the above-specified data

Date & signature student assistant

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Between the University of Siegen, represented by the rector of the University of Siegen and the person specified overleaf, the following

S e r v i c e   A g r e e m e n t

Date filled in: 09.11.2015

is concluded:

Section 1

(1)   he information specified in the overleaf request is an integral part of this service agreement.
(2)   The stipulated tutor activity will be exercised under the supervision of the professors in charge of technical guidance and bearing the responsibility. Amongst other things, the tutor activity comprises study guidance.

Section 2

(1)   The employment will be in compliance with the guidelines for the employment and remuneration of scientific and student assistants at the University of Siegen as applicable.
The limitation of the employment can be derived from the provisions of the Act on Temporary Employment in Higher Education (Wissenschaftszeitvertragsgesetz – WissZeitVG).

Section 3

(1)   The service obligations of the student assistants are determined in detail by the professors, persons with independent teaching duties or scientific members to which the student assistant is allocated.
(2)   The student assistant undertakes to perform the service obligations in a diligent manner and to comply with the constitution of the Federal Republic of Germany and with the laws. By signing the service agreement, the student assistant declares expressly that he/she affirms the free and democratic fundamental order in terms of the constitution and that he/she does not violate the constitutional system of the state.

Section 4
(1)   Flat-rate remuneration according to the above-specified guidelines will be paid for the duration of the employment. At present, the remuneration per hour of the average weekly working time is € 9.16.
(2)   The monthly flat-rate remuneration is calculated by multiplying the hourly rate with the number of hours of average weekly working time and the factor 4.348. No further payments will be made.
(3)   In case of inability to work as the result of an accident or illness, continued pay is subject to the legal provisions.

Section 5

(1)   Furthermore, the relevant provisions applicable for civil servants regarding confidentiality, the acceptance of rewards and presents, the liability for damages, the grant of travel expense allowance and the inspection of the personnel file apply correspondingly. Holiday is granted according to the legal provisions.
(2)   No allowances are paid in case of illness, birth or death.
(3)   By derogation from para 1, student assistants receive the costs for the lowest class of a regularly active means of transport as reimbursement of travel expenses.

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Section 6

(1) The flat-rate remuneration for the activity as student assistant is deemed income in terms of the German Federal Law on Training and Education Promotion (Bundesausbildungsförderungsgesetz = BAföG). Recipients of services under the BAföG are obliged to inform the office for education assistance about the remuneration under this service agreement. This applies also if an application for education assistance was filed and no decision has yet been made (Section 52 BAföG). The student assistant agrees that the competent student union will be informed about the employment relationship, its duration and the amount of remuneration.

Section 7

(1) The employment relationship will terminate after expiry of the specified period of employment without a termination being required.

(2) The student assistant may terminate with a notice period of 4 weeks to the fifteenth day or end of a calendar month according to Section 622, para 1 BGB [Bürgerliches Gesetzbuch = German Civil Code].

(3) A termination by the employer is subject to the notice period according to Section 622, para 1, 2 BGB.

(4) The possibility to terminate the employment relationship without notice on important grounds according to Section 626 BGB remains unaffected. The contracting parties agree that a violation of the obligation assumed in Section 3, para 2, sentence 2 is deemed as important ground for termination without notice. Otherwise, there must be facts based on which the continuation of the service relationship until expiry of the notice period or the stipulated end of the employment relationship is no longer reasonable for the terminating party in consideration of all circumstances of the individual case and in consideration of the interests of both parties to the agreement, Section 626, para 1 BGB.

Section 8

(1) The employment relationship also terminates upon expiry of the month in which the student assistant successfully concludes scientific university studies without a specific termination being required.

(2) The student assistant undertakes to notify about completion of a course of study immediately in writing.

(3) In case of foreign student assistants, the service relationship will also end after expiry of the limitation of the required residence or work permit independent of the term of employment specified in the service agreement.

Section 9

(1) Each contractual party receives a copy of this agreement.

Siegen

The Principal

By order

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Signature personnel officer (Anders/Reis/Müller)   (Signature student assistant)

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