

Annex 13: Sample employment contract (Clauses 7.8 and 7.9 General implementation regulations for the Funding Regulations); version of 1.1.2016**Employment Contract**

between

Name of employer (cf. Article 38 of the Funding Regulations)

and

(Name of the employee)

1. Employment

The employee is employed within the scope of SNSF Grant No. _____
for the research project

(Title of the research project)

in the capacity of: postdoc
 doctoral student
 other employee

The employment relationship shall start on _____ (starting date)

It is - limited until _____ (ending date)

- unlimited. (delete as appropriate)

The place of work is _____.

Line manager:

(Name of the responsible grantee)

2. Job description

The job description is attached to the employment contract.

3. Work-time percentage

This position is for _____% full-time equivalent, with average weekly working time of _____ hours. Work that extends beyond the working hours agreed with the employee shall be considered as overtime, and shall normally be compensated by the granting of time off in lieu.

Extract from the General implementation regulations for the Funding Regulations (Clause 7.6):

The minimum employment level for doctoral students is 60%. Doctoral students with a work-time percentage of 60% will, within the scope of their employment funded by the SNSF grant, only be instructed to undertake activities that are directly linked to the research project referred to above.

Doctoral students with a work-time percentage of more than 60% may, in the context of their SNSF-funded employment, be deployed on other tasks for the institution for no more than 20% of the figure by which their work-time percentage exceeds 60%.

Postdocs funded by the SNSF may devote no more than 20% FTE to tasks within the institution that are not directly related to their scientific qualifications. Postdocs who are simultaneously funded via other means may also devote only a small portion of the work-time percentage financed by the SNSF to tasks within the institution.

4. Holidays

The holiday entitlement shall amount to _____ weeks per year (Article 329a Swiss Code of Obligations).

5. Salary

The gross salary shall amount to CHF _____ per year, based on salary class _____. The statutory, contractual or regulatory social security contributions AHV/IV/EO/ALV/BU/NBU and pension contributions shall be deducted from the gross salary.

Extract from Annex 12 to the General implementation regulations for the Funding Regulations:

The SNSF minimum scales are as follows (minimum gross annual salary excluding employer's social security contributions):

a) for doctoral students:

1st year	CHF 47,040
2nd year	CHF 48,540
3rd and 4th years	CHF 50,040

b) for postdocs CHF 80,000 to 105,000

c) for other employees CHF 40,000 to 105,000

(Other employees: these include employees with a degree who do not intend to do a doctorate; employees with a doctorate who do not intend to pursue an academic career; technicians; auxiliary staff.)

6. Payment of salary in the case of illness/accident/maternity/occupational pension

The employment law that is binding on the employer shall apply subsidiarily to the provisions of the Code of Obligations.

7. Protection of privacy

The employer shall not tolerate sexual harassment, discrimination or any other infringements of a person's rights at the workplace. In the event of any corresponding breaches, the employer shall afford the affected employee effective assistance and shall take the necessary punitive measures.

8. Intellectual property

Ownership of the research result produced in the context of the research project referred to under Clause 1 is based on the provisions adopted to this effect by the employer.

The grantees are obliged to reach agreement with their employer on the rights to the research results by no later than the date on which the research work funded by the SNSF is concluded. The grantees will grant those who have collaborated on the scientific work the corresponding codetermination rights and author's rights.

9. Termination

The first three (3) months of employment shall constitute a probationary period during which either party may give notice in writing seven (7) days prior to the end of the working week to terminate the employment contract. After the probation period has been completed, either party may terminate the employment agreement subject to giving the following periods of notice to the end of a month.

Employment duration up to one (1) year	1 month
Employment duration between one (1) and three (3) years	2 months
Employment duration longer than three (3) years	3 months

Notice of termination shall be given in writing.

Either party may terminate the employment relationship with immediate effect for good cause (Article 337 of the Code of Obligations).

Article 336 et seq. of the Code of Obligations on wrongful termination and termination at an inopportune juncture (pregnancy/maternity, illness, accident, compulsory military or civil defence, etc.) shall remain unaffected.

10. Jurisdiction

Except where provision is made in this contract to the contrary, the provisions of the employment law binding on the employer as well as the Code of Obligations also apply.

This contract shall be prepared in three original copies. The employee, employer and line manager shall each receive one fully signed copy.

Place and date: _____

Employer: _____ and _____
(Name and signature)

Employee: _____ and _____
(Name and signature)

Line manager: _____ and _____
(Name and signature)

Enclosures

- Job description
- Employment law binding on the employer
- Pension fund regulations