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 salary ranges are as follows (minimum gross annual salary excluding employer’s social security contributions):

a) for doctoral students CHF 47,040 to 50,040
b) for postdocs CHF 80,000 to 105,000
c) for other employees CHF 80,000 to 105,000

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.

<table>
<thead>
<tr>
<th>Employment duration</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>up to one (1) year</td>
<td>1 month</td>
</tr>
<tr>
<td>between one (1) and three (3) years</td>
<td>2 months</td>
</tr>
<tr>
<td>longer than three (3) years</td>
<td>3 months</td>
</tr>
</tbody>
</table>

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: __________________________  __________________________
    (Name and signature)

Employee: __________________________  __________________________
    (Name and signature)

Line manager: __________________________  __________________________
    (Name and signature)

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