

Name	Priontu Chowdhury	Personalnummer	30472
Postingnummer	15685	Vertragsnummer	24529

Position	Teaching Assistant	Vorgesetzte/r	Prof. Dr. Sören Petrat
Vertragsbeginn	16.02.2023	Vertragsende	15.06.2023
Kostenstelle	6900	Projektnummer	96001
Arbeitszeit	37.50 Std./Monat	Gesamtstunden	150.00

Befristeter Arbeitsvertrag

Zwischen der

Constructor University gGmbH, Campus Ring 1, 28759 Bremen (im Folgenden: Constructor University)
und

Priontu Chowdhury, Universitätsallee 1, 28359 Bremen (im Folgenden: studentische Hilfskraft)
wird folgender Arbeitsvertrag geschlossen:

§ 1 Dauer des Anstellungsverhältnisses / Kündigungsfristen

Die studentische Hilfskraft wird vom 16.02.2023 bis 15.06.2023 als Teaching Assistant für insgesamt 150.00 Stunden an der Constructor University eingestellt. Dies entspricht einer monatlichen Arbeitszeit von 37.50 Stunden.

Das Arbeitsverhältnis ist an den Nachweis eines fortwährenden ordentlichen Studiums sowie gegebenenfalls an eine gültige Aufenthalts- und Arbeitserlaubnis gebunden.

Die Befristung erfolgt nach den Bestimmungen des § 6 WissZeitVG.

Das Arbeitsverhältnis endet – ohne dass es einer Kündigung bedarf – durch Zeitablauf. Nach § 622 Abs.1 BGB kann das Arbeitsverhältnis der studentischen Hilfskraft während der Laufzeit dieses Vertrages mit einer Frist von vier Wochen zum Monatsende oder zum 15. eines Kalendermonats gekündigt werden. Die Kündigung bedarf der Schriftform.

Bei Vorliegen eines wichtigen Grundes (§ 626 BGB) kann das Arbeitsverhältnis von beiden Vertragsparteien mit sofortiger Wirkung gekündigt werden.

§ 2 Tätigkeit

Die derzeitigen Tätigkeiten sind der Anlage 1 zu diesem Vertrag zu entnehmen. Die Constructor University behält sich vor der studentischen Hilfskraft jederzeit auch andere, zumutbare Aufgaben zu übertragen.

§ 3 Vergütung

Die studentische Hilfskraft erhält für jede geleistete Arbeitsstunde eine Vergütung von € 12.29 brutto.

Die Vergütung erfolgt entsprechend des Stundennachweises, der dem Campus Jobs Office bis zum 3. des Folgemonats vom Vorgesetzten genehmigt vorliegen muss. Später eingehende Stundennachweise können nur in Ausnahmefällen berücksichtigt werden, wobei für die Bearbeitung von Stundennachweisen, die mehr als einen Monat nach dem vorstehend genannten Abgabetermin eingereicht werden, eine Verwaltungsgebühr in Höhe von € 10,00 erhoben wird.

Unabhängig von der Ausschlussklausel, siehe § 10 dieses Vertrages, müssen dem Campus Jobs Office die vom Vorgesetzten genehmigten Stundennachweise für die letzten Monate eines Kalenderjahres ab Oktober bis spätestens zum 03. Januar des Folgejahres vorliegen, anderenfalls können sie nicht mehr berücksichtigt und abgerechnet werden. Grund hierfür ist der von der Constructor University zu erstellende Jahresabschluss.

Die Zahlung der Vergütung für einen Monat wird jeweils am 15. des Folgemonats fällig und erfolgt bargeldlos durch Überweisung auf ein der Constructor University bekannt zu gebendes Konto, welches bei einer inländischen Bank geführt werden muss.

Name	Priyantu Chowdhury	Personsnummer	30472
Postnummer	15635	Vertragsnummer	24529

§ 4 Erholungsurlaub

Der Erholungsurlaub richtet sich nach den Bestimmungen des Bundesurlaubsgesetzes von derzeit 20 Tagen auf Basis einer 5-Tage-Woche.

Der Beginn und die Dauer des Erholungsurlaubes erfolgen in Absprache mit der/dem Vorgesetzten.

Die Urlaubstage sind von der studentischen Hilfskraft im monatlichen Stundennachweis als solche zu kennzeichnen und abrechnungsmäßig als Arbeitsstunden anzugeben.

§ 5 Arbeitsverhinderung

Die studentische Hilfskraft hat der Constructor University eine durch Krankheit oder aus anderen Gründen verursachte Arbeitsverhinderung unverzüglich anzuzeigen. Wegen der im Wesentlichen freien täglichen Arbeitsgestaltung der studentischen Hilfskraft und dem Vorrang des Studiums ist der Nachweis einer an dem in Aussicht genommenen Arbeitstag bestehenden Arbeitsunfähigkeit infolge Krankheit durch eine ärztliche Bescheinigung zu führen. Wird ein solcher Nachweis nicht erbracht, liegt eine vergütungsauslösende Arbeitsunfähigkeit nicht vor. Die Zeiten der Arbeitsunfähigkeit sind von der studentischen Hilfskraft im monatlichen Stundennachweis als solche zu kennzeichnen und abrechnungsmäßig als Arbeitsstunden anzugeben.

§ 6 Arbeitspflicht / Nebentätigkeiten / Sozialversicherung

Die studentische Hilfskraft verpflichtet sich, die Interessen der Constructor University in jeder Weise zu wahren und die allgemeinen und besonderen Weisungen der Organe der Constructor University zu beachten.

Die studentische Hilfskraft verpflichtet sich, jede Aufnahme einer weiteren Beschäftigung der Constructor University unverzüglich mitzuteilen. Die Aufnahme einer weiteren geringfügigen Beschäftigung kann zur Sozialversicherungs- und Lohnsteuerpflicht auch des vorliegenden Arbeitsverhältnisses führen. Bei Verstoß gegen diese Mitteilungspflicht ist die studentische Hilfskraft verpflichtet, eventuelle Ansprüche der Sozialversicherungsträger und des Finanzamtes an die Constructor University auszugleichen.

Die studentische Hilfskraft unterliegt der Versicherungs- und vollen Beitragspflicht in der gesetzlichen Rentenversicherung. Ist die Versicherungspflicht im Rahmen einer geringfügig entlohnerten Beschäftigung nicht gewünscht, kann sich die studentische Hilfskraft durch schriftliche Erklärung von der Versicherungspflicht befreien lassen.

§ 7 Verschwiegenheitspflicht

Die studentische Hilfskraft verpflichtet sich, über alle vertraulichen Angelegenheiten der Constructor University (auch über den Inhalt dieses Vertrages) Stillschweigen zu wahren und Geschäfts-/Betriebsgeheimnisse der Constructor University, wie beispielsweise personenbezogene Daten von Studenten, Professoren, neue, noch nicht allgemein bekannt gewordene Erkenntnisse aus Forschung oder von Vertragspartnern, die ihr durch ihr Arbeitsverhältnis bekannt werden, strikt vertraulich zu behandeln, soweit diese nicht allgemein bekannt sind oder werden. Dies gilt auch gegenüber anderen Mitarbeitern, soweit diese nicht zur Entgegennahme solcher Mitteilungen berufen sind. Diese Verpflichtung besteht auch nach Beendigung des Arbeitsverhältnisses fort. Der studentischen Hilfskraft ist bekannt, dass ein Verstoß gegen diese Verschwiegenheitspflicht Schadenersatzansprüche der Constructor University sowie strafrechtliche Konsequenzen nach sich ziehen kann.

§ 8 Urheberrecht / Erfindungen

Das Urheberrecht an den wissenschaftlichen und anderen nach dem UrhG geschützten Ergebnissen der Tätigkeit nach § 2 dieses Vertrags, beispielsweise Lichtbildern/Lichtbildwerken steht der studentischen Hilfskraft zu. Die studentische Hilfskraft räumt der Constructor University das ausschließliche, räumlich, zeitlich und inhaltlich unbeschränkte Nutzungsrecht zur Vervielfältigung, Verbreitung, Ausstellung und öffentlichen Wiedergabe einschließlich der Veränderung und Abänderung an allen im Rahmen ihrer Aufgaben nach § 2 dieses Vertrags entstandenen Arbeitsergebnissen ein, unabhängig davon, ob es sich um schutzfähige oder nicht schutzfähige Arbeitsergebnisse handelt. Dies gilt nicht für wissenschaftliche Publikationen in Form von Artikeln oder Büchern.

Name	Priyantu Chowdhury	Personalnummer	20472
Prüfungsnummer	15095	Vertragsnummer	24529

Auf Erfindungen im Sinne des Arbeitnehmererfindungsgesetzes, die die studentische Hilfskraft im Rahmen ihrer Tätigkeit in der Constructor University macht, findet ausschließlich das Arbeitnehmererfindungsgesetz Anwendung.

Die studentische Hilfskraft verpflichtet sich, bei allen ihren wissenschaftlichen Publikationen, Vorträgen, Gutachten etc. den Namen "Constructor University Bremen" anzugeben.

Die studentische Hilfskraft muss dem akademischen Betreuer sämtliche Ergebnisse, Innovationen und Erfindungen unverzüglich in schriftlicher Form melden, ihn über geplante Veröffentlichungen aller Art im Vorfeld (mindestens 4 Wochen vorher) informieren und diese mit ihm abstimmen. Erfindungen, die Drittmittelprojekte berühren, müssen von der studentischen Hilfskraft ebenfalls unverzüglich der Drittmittelabteilung (Research Grants & IPR) in schriftlicher Form gemeldet werden.

§ 9 Eigentum / Auskunft

Alle Arbeitsmittel, Unterlagen, Materialien gleich welcher Art oder sonstige Gegenstände, welche die studentische Hilfskraft von der Constructor University im Laufe ihrer Tätigkeit für die Constructor University erhält, bleiben Eigentum der Constructor University. Die genannten Gegenstände sind jederzeit auf Verlangen der Constructor University, spätestens jedoch bei Beendigung des Anstellungsverhältnisses, an die Constructor University zurückzugeben; ein Zurückbehaltungsrecht ist ausgeschlossen.

Die studentische Hilfskraft bleibt auch nach ihrem Ausscheiden verpflichtet, der Constructor University Auskunft über Vorgänge zu geben, die ihre Tätigkeit an der Constructor University betreffen.

§ 10 Ausschlussklausel

Alle beiderseitigen Ansprüche aus dem bestehenden Arbeitsverhältnis und dessen Beendigung müssen **innerhalb von 6 Monaten nach Fälligkeit** in Textform geltend gemacht werden. Nach Ablauf der Ausschlussfrist verfallen die Ansprüche. Dies gilt nicht für Ansprüche

- aus schuldhaft herbeigeführten Schäden aus der Verletzung des Lebens, des Körpers und der Gesundheit
- wegen grob fahrlässiger oder vorsätzlicher Pflichtverletzung.
- auf Zahlung von Mindestlohn nach dem MindestlohnG oder vergleichbaren gesetzlichen Vorschriften und für Ansprüche auf Gewährung von anderen Mindestarbeitsbedingungen, die durch gesetzliche Vorschriften begründet werden und auf die nicht verzichtet werden kann.

§ 11 Nebenabreden

Nebenabreden und Änderungen des Vertrages bedürfen zu ihrer Rechtsgültigkeit der Schriftform, sofern nicht eine Individualabrede im Sinn von § 305 b BGB gegeben ist, welche Vorrang vor den Regelungen dieses Vertrages hat. Dieses Formerfordernis kann weder mündlich noch stillschweigend aufgehoben oder außer Kraft gesetzt werden.

Nebenabreden wurden nicht vereinbart.

C>ONSTRUCTOR UNIVERSITY

Name	Priontu Chowdhury	Personalnummer	31472
Fachnummer	19685	Zeitpunkt	2023

§ 12 Schlussbestimmungen

Eine etwaige Ungültigkeit einzelner Vertragsbestimmungen berührt die Wirksamkeit der übrigen Bestimmungen nicht. Gerichtsstand für alle Verpflichtungen oder Streitigkeiten aus dem Vertrag ist Bremen. Es gilt das Recht der Bundesrepublik Deutschland.

14.02.2023

Bremen, den

Ort/Datum

Priontu Chowdhury

Bremen, den

14.02.2023

Ort/Datum

Constructor University Bremen gGmbH

Constructor University Bremen gGmbH

Handwritten mark

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Anlage 1

Aufgabenbeschreibung

Position

Teaching Assistant

Job Titel

Teaching Assistant/Student Assistant for Methods courses

Aufgabenbeschreibung

to run tutorials, prescreen homework, and answer questions of students

Qualifikation

Excellent knowledge of course material and excellent work ethics



Checklist*

for employees with low pay or employed for short periods



Please note:

This checklist is meant to be an *internal* work aid for companies so that they can make a correct legal assessment of a particular job with regard to the social insurance. You are legally obliged to provide the information required for this. Therefore, we request you to submit this checklist, filled up, to your employer. In the case of queries with regard to individual fields, please contact your employer. Fundamental questions with regard to low pay jobs are answered by the Mini-job centre.

1. Personal information

Surname, First name:

Address:

Telephone:

Tax identification number:

Bank:

IBAN:

Pension scheme number:

If no pension scheme number can be provided:

Name at birth:

Date of birth, place of birth:

Sex: ☐ Female ☐ Male ☐ Diverse Nationality:

2. Status at the beginning of employment

- | | |
|--|--|
| <input type="checkbox"/> School student | <input type="checkbox"/> Self employed |
| <input type="checkbox"/> College student | <input type="checkbox"/> Employee with a main employment that is liable to social insurance |
| <input type="checkbox"/> School graduate planning to undergo vocational training | <input type="checkbox"/> Employee on unpaid leave from his main employment |
| <input type="checkbox"/> School graduate planning to study at a university/college** | <input type="checkbox"/> Employee on parental leave from his main employment |
| <input type="checkbox"/> School graduate planning volunteer work*** | <input type="checkbox"/> Person receiving full pension before reaching the regular pension age |
| <input type="checkbox"/> Unemployed, looking for work/vocational training**** | <input type="checkbox"/> Person receiving full pension after reaching the regular pension age |
| <input type="checkbox"/> Volunteer worker*** | <input type="checkbox"/> Old age beneficiary after reaching an age limit |
| <input type="checkbox"/> Trainee | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Civil servant | |

Information regarding an application as a person looking for work or vocational training:

Were you unemployed and registered with the Employment Agency as a person looking for work or vocational training at the beginning of your employment?

☐ Yes, at the Employment Agency in

☐ With receipt of benefits

☐ Without receipt of benefits

☐ No

* After calling up the document on the PC, it can be entered, saved and printed.

** At the earliest possible opportunity.

*** Voluntary work is e.g. the federal volunteer service, the voluntary military service, the voluntary social or ecological year.

**** Please fill up further information regarding the registration as a person looking for work or vocational training.

3. Information regarding statutory health insurance

I am insured by the statutory health insurance scheme.

☐ No (evidence of the existing private health insurance policy is attached)*

☐ Yes by (company name):

Type of insurance: ☐ Single insurance ☐ Family insurance

*Note for the employer: The evidence must be added to the remuneration documents.

4. Other jobs

a) For low pay employees:

There are presently one/several employee relationships with (one) other employer(s)

☐ No

☐ Yes. I am employed as follows:

Beginning of employment	Employer with address*	The other employment is/was
1.		<input type="checkbox"/> low pay <input type="checkbox"/> with own portion for pension insurance (PI) <input type="checkbox"/> without own portion for PI <input type="checkbox"/> more pay than low pay
2.		<input type="checkbox"/> low pay <input type="checkbox"/> with own portion for PI <input type="checkbox"/> without own portion for PI <input type="checkbox"/> more pay than low pay

* Voluntary declaration

Note: Low pay employment exists when the monthly salary does not exceed € 520 per month regularly. The employer of a low pay job must, under certain conditions, make lump-sum payments towards health and pension insurance or must make obligatory payments towards pension insurance together with the employee (see 5). The employee has the option to apply to the employer for release from the obligatory pension insurance contribution and so, to be freed from payment of his own portion of the pension insurance. In so far as, aside from a (main) employment that is paid more than low pay, only one low pay employment is entered into, then the (main) employment shall not be added to the low pay employment. In these cases, the low pay employment is free of payment for health insurance contributions and, depending upon the case, is free of payment for pension insurance or is obliged to pay for pension insurance or is released from the obligation to pay for pension insurance. Every other low pay employment is added to the main employment for the health, care and pension insurance and, according to the rules applicable for more than low pay employees, is liable to contribution for health, care and pension insurance. In the case of unemployment insurance, the not low pay (main) employment, which is liable to insurance contribution, and the low pay employments shall not be added together and so, the low pay employments shall generally remain free of insurance contributions.

In the case that there is no higher paid than low pay (main) employment, then through the addition of the gross remuneration from the already performed low pay employment(s) and the (new) low pay employments, which are affected by this form, is there an amount that regularly exceeds € 520 per month?

☐ No

☐ Yes

Note: If the addition of the gross remunerations do not exceed € 520, then the employee is freed from contributions to all the sectors of social security insurance, in so far as he takes advantage of his right to relief from the pension insurance.

b) For employees employed for short periods (short-term mini jobber):

In the current calendar year, I have already had a/several employments or was registered as unemployed or as one seeking vocational training (see Note).

☐ No

☐ Yes:

Beginning and end of employment/registration as unemployed or seeking vocational training	Monthly remuneration	Actual days worked in this period	Employer with address* or the responsible employment agency
1.	<input type="checkbox"/> more than 520 Euro		
2.	<input type="checkbox"/> more than 520 Euro		

Note: A short-term employment – free of social insurance contributions for employee and employer – exists when the employment is limited to three months or 70 working days in one calendar year or has been contractually limited, in advance; unless the employment has been performed as a “profession” (see the explanations for this) and the remuneration exceeds 520 Euro per month. Several short-term employments in the current calendar year must be added together.

c) Employments or self-employed activities abroad:

An employment relationship exists abroad at present with another employer or through self-employment.

☐ No

☐ Yes. I am presently employed or I am presently carrying out the following activity abroad (the A1 Certificate is attached):

Beginning and end of the employment or activity	Employer with address* or place of activity
1.	
2.	

5. Release from the obligation to contribute to pension insurance

The employee of a low pay job can apply for release from the insurance obligation in the statutory pension insurance scheme through a written declaration to his employer. A sample of the release application is attached. In this case, only the employer pays the lump-sum contributions for pension insurance. Note: Through this, no full pension insurance is acquired.

☐ No, I do not want to be released from the insurance obligation in the pension insurance scheme.

The employer bears the lump-sum contributions towards pension insurance to the amount of 15%. The employee bears the difference to the full contribution amount in the pension insurance (18.6%). The employee's contribution of the amount of the pension insurance is deducted by the employer from the remuneration and he forwards this along with his contributions to the mini-job centre.

☐ Yes, I apply for release from the insurance obligation in the pension insurance scheme. (Please fill up the attached release application)

The employer pays the lump-sum contributions. The one-time release applied for, from the obligation to pension insurance, cannot be reversed.

☐ I am receiving the full old age pension after reaching the regular age limit, or I am a receiver of care after reaching a particular age and am freed of paying contributions towards pension insurance. A release from the obligation to insurance for pension insurance is therefore not required.

I declare that the above information is correct. I confirm that I shall immediately inform my employer of all changes, in particular, the taking up other employments.

Place, date

Signature (Employee)

(in the case of minors, signature of the legal guardian as well)

Explanations

Regarding the checklist for low pay or short term employees

General

The employer is obliged to register every employee with the collection office and to pay the contributions towards social insurance. Through that, he is obliged to evaluate the social insurance relationship of the respective employee. The employee, on his part, is obliged to provide the employer with the information required to carry out the registration process and the contribution payments and also to submit the requisite documents (§ 280 of the SGB IV (Social Security Code, Book IV)). In the case that the employee should not provide this information, not correctly or at the right time or if he does not submit the required documents, not complete or not at the right time, he shall be committing a misdemeanour, which can be punished by a fine (§ 111 Para. 1 No. 4 of SGB IV). In the case that the employer conducts an incorrect social insurance evaluation, he can face supplemental claims for social insurance contributions, under certain conditions.

In order to avoid such supplemental claims, the employer must make himself aware of the facts, so that he can make a correct classification of the employee. This checklist is meant for this purpose. It is a guideline to query the information that will allow the determination of the insurance obligation or the release of the obligation for insurance of the employee in the social insurance scheme. **While doing this, in individual cases, information with regard to other criteria can be required.** The checklist does not claim to be complete. In order that the information should be considered as documents (according to the Contribution Scheme Ordinance), the employee's information must be evidenced by corresponding proof (e.g. Certificate of enrolment) and confirmed by his signature. According to the Contribution Scheme Ordinance, the employer is obliged to file the information along with the remuneration documents.

This checklist does not replace the application by the low pay employee or the work contract between the employer and the low pay employee. The application is made through the report to the social insurance agency at the mini job centre of the Deutsche Rentenversicherung Knappschaft-Bahn-See. The checklist is only meant for internal use by the company or as proof for the company in the case of a check by the social insurance agency (audit of the company).

Regarding 1.

In the report to the social insurance agency, the employer must specify the pension insurance number of the employee. If no pension insurance number can be given, the information regarding the birth name, birth date and place, the sex and the nationality of the employee are required.

Regarding 2.

The criteria listed under Point 2 are relevant for the social insurance evaluation of the employee:

1. School students are fundamentally free of insurance in the unemployment insurance scheme (§ 27 Para. 4 Pg. 1 No. 1 of SGB III).
2. In the case of university and college students, there are special features in health, care and unemployment insurance (§ 6 Para. 1 No. 3 of SGB V, § 27 Para. 4 Pg. 1 No. 1 of SGB III).
3. Self-employed and public servants are to be treated as persons without a main employment where insurance is obligatory according to the social insurance scheme.
4. In the case of a short term employment, the employer must check if it is a professional employment if the remuneration exceeds 520 €. In this case, for the checking of specific groups of persons or cases, there are the following principles for checking the professional employment:

Professional employment is basically not present in the case of short term employment,

which is done along with a (main) employment (this includes persons who are serving in a voluntary social or ecological year, voluntary federal military service or voluntary military service).

Professional employment is basically to be assumed in the case of short term employment

- Between leaving school or graduating from college or university and beginning working life
- For unemployed persons looking for vocational training or work and who are registered with the employment agency
- Between the school leaving examination and voluntary service or voluntary military service (also in the case that study at a university is planned for later)
- During existing parental leave while having a main job

Professional employment is also present when the employment to be assessed together with the periods of employment prior to the employment, or the periods of the report to the employment agency of looking for work or vocational training, exceeds the limit of three months or 70 working days in the current calendar year.

For **professional activity** also see: Minimis provisions of the umbrella organisations of the social insurance agency and the aid to decision making for checking for professional activity at www.minijob-zentrale.de.

Regarding 3.

For a low pay employee, lump sum payments towards health insurance are only to be paid when the employee is statutorily health insured for health insurance (obligatory, family or voluntary insurance). If private health insurance exists, the employee must provide corresponding proof for this. The employer must include the evidence of private health insurance in the remuneration documents.

Regarding 4.

The obligation of an employee to provide the employer with all the required information includes, in particular, the information with regard to simultaneous other employment and prior employment with other employers. If the Deutsche Rentenversicherung Knappschaft-Bahn-See or another pension insurance company should determine, at a later date, that a necessary addition of the low pay employment with another (prior) employment was present, then this shall become applicable from the date of the knowledge of this fact by the Deutsche Rentenversicherung Knappschaft-Bahn-See or any other pension insurance company (§ 8 Para. 2 Pg. 3 of SGB IV). From the 1st of April 2003, contributions towards social insurance in the case of necessary additions shall not be demanded retrospectively any more, as a rule. An exception to this rule is however applicable according to § 8 Para. 2 Pg. 4 of SGB IV, in the case that the employer has neglected, wilfully or as a result of gross negligence, to get the facts of the matter.

On the one hand, the checklist serves to help the employer to determine other employments and the corresponding social security insurance evaluation of the employee. On the other hand, it can retrospectively be an indication of whether the employer has acted in a manner that is wilful or a result of gross negligence. If, for example, the incorrect social security evaluation is based on the fact that the employee has hidden another employment and has answered "No" in the form to the question of other employment, then it can be assumed that the employer cannot be accused of having acted wilfully or with gross negligence.

In so far as the employee has answered that no other employment or self-employed employment activity has been entered into a member state of the EU, the European Economic Area or in Switzerland, the European legal rules of the (EWG) Directive No. 883/2004 are to be followed. According to these, it must be determined if the German laws or the laws of the foreign state are to be applied for the employments in Germany or abroad. This can have the consequence that, for the employment carried out in Germany, contributions may have to be paid towards the social insurance of a foreign member state of the EU, the European Economic Area or Switzerland.

In the case that there is presently no A1 certificate as proof for the laws to be applied, clarification shall have to be obtained. The contact for persons residing in Germany is the umbrella organisation of the statutory health insurance companies, the Deutsche Verbindungsstelle Krankenversicherung - Ausland in Bonn. If the affected person resides outside of Germany, the process for the determination of the applicable laws is to be initiated by the competent authority of the country of residence.

Regarding 5.

Effect of the release

The low pay employee can apply for release from the obligation of pension insurance (§ 6 Para. 1b of SGB VI). The application must be made in writing to the employer. An application for release must be given the date that it has been received by the employer. The application must not be forwarded to the mini job centre but shall remain along with the remuneration documents with the employer.

The employer shall report the application data regarding the application for release from the pension insurance obligation to the mini job centre within the framework of a Data Collection and Transmission Act process. In so far as the mini job centre does not repudiate the release application within one month, the release shall fundamentally be effective from the beginning of the calendar month of the receipt by the employer, at the earliest at the beginning of the employment. The precondition is that the employer reports the release application to the mini job centre before the next remuneration payment, at latest within six weeks after receipt of the release application by him. Otherwise, the release shall begin only after the expiry of the calendar month which follows the calendar month of the receipt of the report at the mini job centre.

The application for release from the pension insurance obligation is for the entire duration of the employment and cannot be revoked. If the employee has several low pay employments simultaneously, which in spite of being added together, do not exceed 520 €, then the employee can only request release from the pension insurance obligation for all of them at the same time. The release applied for with one employer is then also applicable for the other low pay jobs. The employee must inform the employers, for whom he is working simultaneously, of the release application.

Old age pension receivers who are receiving pension after reaching the regular pensioning age and care receivers who have reached a particular age (e.g. retired civil servants) are released from pension insurance and need not have themselves released from the pension insurance obligation.

Transitional law

If a low pay employment entered into before the 1st of January 2013 is carried out simultaneously with a low pay job after the 31st of December 2012, then due to the different judgements with regard to insurance, the information by the mini job centre at www.minijob-zentrale.de is to be followed.

Liability agreement

Declaration of the employee

for a student job

Name of the employee:

Address of the employee:

I declare that I currently have no other employment.

I am still employed full-time at

with a gross monthly salary of _____ €.

I have several mini-jobs or midi-jobs

1. further employment relationship monthly _____ €

2. further employment relationship monthly _____ €

3. other employment relationship monthly _____ €

I declare that I will stay in Germany for the duration of the contract.

Yes

No

If my place of residence changes, even temporarily, I will inform the employer immediately.

For the employment relationship entered into or to be entered into with Constructor University gGmbH the employee assures to inform the employer immediately should changes occur that affect the social security and/or tax assessment of the employment relationship.

If the information provided by the employee is incorrect or if the employee fails to inform the employer of changes, the employee shall bear the expenses incurred as a result or the employer's loss.

Place, Date

Employee's signature