

SUMMARY

**ECJ 3 June 2021, case C-326/19  
(Ministero dell'Istruzione,  
dell'Università e della Ricerca – MIUR  
e.a. (Chercheurs universitaires)),  
Fixed-Term Work**

***EB – v – Presidenza dei Consiglio dei Ministri, Ministero  
dell'Istruzione, dell'Università e della Ricerca – MIUR and Università  
degli Studi 'Roma Tre', Italian case***

**Summary**

It is allowed to limit both the duration and number of fixed-term contracts without an objective justification being necessary, provided that there is no abuse of the rules.

**Questions**

Must Clause 5 of the framework agreement be interpreted as precluding national legislation under which, as regards the recruitment of university researchers, provides for the conclusion of fixed-term contracts for a period of three years, with the only possibility of extension, for a maximum period of two years, making the conclusion of such contracts subject to the condition that resources are available 'for planning for the purposes of carrying out research, teaching, non-curricular activities and student service activities', and making the extension of those contracts conditional on the 'positive appraisal of the teaching and research activities carried out' without, however, defining objective and transparent criteria in order to ascertain whether the conclusion and renewal of such contracts actually meet a genuine need, that they are likely to achieve the objective pursued and are necessary to that end?

**Ruling**

Clause 5 of the framework agreement on fixed-term work, concluded on 18 March 1999 which is annexed to Council Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP, must be interpreted as not precluding national legislation under which provision is made, in respect of the recruitment of university researchers, for the conclusion of a fixed-term contract for a period of three years, with a single possibility of extension, for a maximum period of two years, making the conclusion of such contracts subject, first, to the condition that resources are available 'for planning for the purposes of carrying out research, teaching, non-curricular activities and student service activities', and, second, that such contracts are extended on condition that there is a 'positive appraisal of the teaching and research activities carried out', without it being necessary for those rules to define objective and transparent criteria making it possible to verify that the conclusion and renewal of such contracts do indeed meet a genuine need, and that they are likely to achieve the objective pursued and are necessary for that purpose.

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**Creator:** European Court of Justice (ECJ)

**Verdict at:** 2021-06-03

**Case number:** C-326/19