

CONTRACT FOR WORK AND SERVICES DATED

This document constitutes a translation assistance and is legally invalid.

The contracting parties mentioned below hereby conclude a contract for work and services with the following content and based on the "General Conditions of Contract" stipulated on the following pages.

1. Client:

Leopold-Franzens-Universität Innsbruck,
 represented by the Rector
 Address: Innrain 52, A-6020 Innsbruck

The contract shall be carried out for:

Organisational unit:	
Head of the organisational unit:	
Project manager:	
Contact person for further inquiries:	

2. Contractor:

(Color-coded fields: Information should be provided by the contractor:)

SURNAME, first name:	
Street, house number:	
Zip code, city, state:	
Date of birth:	
Telephone number:	
E-mail address:	
Austr. social insurance number / tax number:	
Nationality:	
Bank:	
BIC or SWIFT-Code:	
IBAN:	
Only in case of an international transfer: In case of an international transfer, the costs are covered by: (usually free of charge within the EU, EEA and to Switzerland)	<input type="checkbox"/> the contractor (the costs are deducted from the remuneration) <input type="checkbox"/> the cost centre to be debited with the remuneration (not possible in case of EU-/FFG- projects)
The contractor is currently a federal civil servant at an Austrian university:	<input type="checkbox"/> yes: no work contract! Please contact "Amt der Universität"(1) <input type="checkbox"/> no
The contractor is a body corporate or a registered company: ☒	<input type="checkbox"/> yes Company name, address: <input type="checkbox"/> no
The contractor is self-employed and therefore already in social insurance:	<input type="checkbox"/> yes Occupation: <input type="checkbox"/> no

¹(1) please contact <https://www.uibk.ac.at/de/personalabteilung/amt-und-vb/ansprechpersonen/>

3. Subject of the Contract

The following work(s) or service(s) must be completed and submitted by the contractor at the latest by :

Academic work/services Non-academic work/services

Information regarding lectures/seminars/workshops: **Curricular teaching must not be invoiced as a service contract!**
 The contractor confirms by his/her signature, that a lecture/seminar/workshop is not part of curricular teaching.

4. Remuneration

For the preparation of the work set out in point 3, including any work required for rearrangement, revision and changes and additional costs and cash expenses, the contractor will receive a

Payment from internal order, cost centre(s), project number(s):	
Total remuneration to the amount of:	€
Plus any value added tax : (Austrian residents only)	€
Total = Flat fee including all expenses: (cash expenses, travel expenses, hotel costs, material costs and so on). Any separate settlement of expenses is invalid.	€
Withholding tax in case of a foreign place of residence:	
In case of certain activities (such as lectures, literary activities, technical or commercial consulting, services in the artistic, sports or architectural field as well as music performances) conducted by contractors with a residence abroad, the withholding tax (20 % of the total fee including all expenses) has to be paid by the University and therefore reduces the remuneration of contractors. In order to be exempted from the withholding tax, the ZS-QU1 form has to be submitted before the date of disbursement .	
There is no payment obligation in case the agreed work/service is not handed over on the agreed date. Unless the client disclaims this, a contractual penalty of up to 100 % is agreed upon.	
<input type="checkbox"/> The client disclaims the agreement of a contractual penalty.	

Agreement has been made upon instalment payments of the following amounts on the following dates:

1 st instalment on	€
2 nd instalment on	€
Justification (e.g. high material costs):	

In fulfilling the contract, the contractor is not bound by instructions and creates the work or service independently with his/her own equipment. The contractor is therefore responsible for paying any taxes, social insurance contributions due and reporting obligations. (With the exception of deducted withholding tax according to §99 of the Austrian income tax law!). The contractor is not bound to a work place or a specific time of work. It is expressly stipulated that the present contract does not constitute a contract of employment and therefore is not subject to the labour law (holidays, sick leave and payment, special payment, dispatch payment and so on).

Contractor:

The contractor declares that he/she has read this contract thoroughly and agrees to its contents in its entirety. Page 3 is an integral part of this contract.

Date

(Digital) signature: Contractor

The project manager / head of organisational unit:

confirms the fulfilled completion of the work or service. This invoice is factually and computationally correct.

⇒ **The payment will be made in the scope of the next possible settlement of accounts!**

asks for a **payment upon the time of the submission of the work or service, presumably by** _____.

⇒ **The payment will be made upon a confirmation of the fulfilled submission of the work or service** (e-mail to the personnel department, personalabteilung@uibk.ac.at)!

Date

(Digital) signature project manager / head of organisational unit

5. Performance of the Contract

- 5.1. The contractor is not obliged to render the services personally. He/She is entitled to employ suitable agents or assistants at his/her own expense and risk. However, in such cases, no contractual relationship shall ensue between the third party and the client.
- 5.2. The contractor is nonetheless liable for rendering duly and on the date stated the services stipulated in the description above. On delivery of the services, the contractor will transfer to the client complete ownership to the work, unless expressly agreed otherwise.
- 5.3. The contractor is obliged to deliver the work in an adequate manner and, if necessary repeatedly make any changes, rearrangements and any other revision to the work, where this requirement is made by the client, without being entitled to additional remuneration. Acceptance of the work is decided upon exclusively by the client. The client is entitled to rescind the contract or decrease the remuneration according the point 4, where the client is of the opinion that the work or service was not adequate or not finished in due time. In case of revocation, the contractor must repay any payments already received within 14 days.
- 5.4. Any official authorisation required must be acquired by the contractor.

6. Remuneration and Repayments

- 6.1. With the flat-rate remuneration pursuant to point 4, all of the services and expenses, including preparatory and post-processing work as well as any work necessary for rearrangement, revision and changes, and additional expenses (e.g. material costs) and cash expenses (e.g. travel expenses, telephone charges), expenses for equipment as well as the full exploitation right of the work or service will be remunerated. The flat-rate remuneration disburses for the fulfilment of the agreed-upon work or service.
- 6.2. Any value-added tax is included in the flat-rate fee pursuant to point 4 (unless shown separately) and is payable by the contractor. The contractor is responsible for dealing with issues relating to value-added tax.
- 6.3. If there is no legal claim for the payment of the remuneration or the specific amount of the remuneration, the client may deduct, not pay the remuneration or reclaim it. The contractor is obliged to pay back unjustified sums, such as remunerations, travel expenses, compensations and so on, without being specifically asked for.

7. Exploitation Right

Unless explicitly agreed otherwise, the following applies:

- 7.1. The contractor grants the client the exclusive and comprehensive right of exploitation, unhindered spatially or by time, to the work which is the subject of this contract. In particular, the rights to edit, to process, to change, to sell and to transfer the right to use granted either partially or in its entirety for or without consideration to a third party, or to grant a third party the authorisation to use the work are thereby also included. The rights granted also include future rights, which, pursuant to national and / or international legal provisions, would be accorded to the contractor in respect of the work, which is the subject of the present contract
- 7.2. The contractor expressly declares that he/she alone is authorised to dispose of the exploitation rights to the work which is the subject of the present contract and is therefore entitled to grant the above-mentioned right of exploitation to the work. The contractor further declares that no legal norms shall be violated on exercise of the exploitation right. In case a claim by a third party is made against the client for exercising or not exercising the right of exploitation granted, the client must be indemnified and held harmless by the contractor in this respect.
- 7.3. Furthermore, the contractor expressly declares that, within the scope of the contract, the contents made available to the public through duplication, dissemination and / or in any other way, or use thereof, as the case may be, do not violate the rights of a third party. Should a claim be made against the client on the basis of a violation by such use, the client must be indemnified and held harmless by the contractor in this respect.
- 7.4. It is expressly agreed that the client is not obliged to exercise the right of exploitation granted. The contractor therefore expressly waives any possible right to cancel this contractual relationship as far as the right of exploitation is concerned. This waiver applies – with exception to the rights of exploitation indicated in s. 30 of the Copyright Act (§ 30 UrhG) – for a duration of three years. Where there has been no exercise of the right of exploitation within this period, the exploitation right granted – with exception to the rights of exploitation indicated in the Copyright Act (§ 30 UrhG) – will be transformed into simple permission to use the work without the effect of exclusivity, while nevertheless being unlimited in time and place.

8. Confidentiality

The contractor is obliged to treat all information she/he gains in relation to the undertaking of the work as private. This also counts for all data she/he receives in that context. The duty of confidentiality continues to exist without limitation after termination of contract. A breach of the duty of confidentiality results in a liability to pay damages.

9. Lapse and Partial Nullity

It is agreed that any claims of the contractor arising from this contract must be lodged at court within six months after the period stated in point 3, otherwise they shall lapse. Should parts of this agreement be or become void, this shall not affect the validity of the remaining provisions. The void provisions are to be amended using valid provisions which correspond to the economic intent of the provisions not applicable.

10. Information on Data Protection according to Article 13 of the General Data Protection Regulation (GDPR)

The GDPR intends extended information obligations. In order to ensure a transparent processing of your data and to fulfil new legal requirements, the personnel department can forward you information if requested.

11. Written Form and Jurisdiction

Amendments or additions to this contract can only be made by means of a written agreement between the contracting parties. Oral or implied agreements regarding the revocation of the written form clause shall be void. The place of performance and of exclusive jurisdiction is Innsbruck. The law of Austria applies exclusively.