

TRANSLATION DEVICE

Part-time guest professor
FREELANCE CONTRACT
(sect. 100 para. 4 and 5 UG 2002)

The parties described below herewith conclude the following **agreement**:

I. Employer

University of Innsbruck, represented by the rector

Address: Innrain 52, A-6020 Innsbruck, e-mail: Personalabteilung@uibk.ac.at

II. Employee

Please complete/correct your personal data below (in capital letters):

Please insert changes only in the lines provided, otherwise they cannot be processed for technical reasons.

Name:
Resident in:
Date of birth:
Country of birth:
Place of birth:
Highest educational achievement:
Habilitation:
Telephone/phone extension - University:
E-mail:
National insurance number (Austrian):
Citizenship:
Bank account number (Austrian):
IBAN / BIC:

The employee (in the following referred to as lecturer) is obliged to immediately inform the employer about any changes regarding the personal data. The lecturer agrees to automatic processing of these data.

III. Subject matter of the contract

III.a. The lecturer has been commissioned by the University to hold the following course(s) and to perform the related preparatory and follow-up activities as well as maintaining scientific contacts with colleagues in the field during the period (from) until (to) (term).

course no.	type of course	course title	hours per semester	course category

course category, workload factor

III.b. The employment agreed upon includes the following activities:

- teaching the actual course,
- adequate preparation of the course and necessary follow ups,

- counselling and supervision of students in relation to the course
- holding exams in relation to the course as well as in relation to previous courses,
- the supervision of potential diploma theses,
- contributing to evaluation measures,
- administration in regard to the previously mentioned activities.

III.c. The course is taught in the context of the following organizational unit: **(organizational unit)**.

For organizational or other justified reasons, the employer is entitled to allocate the course to another organizational unit.

IV. Length of the course

One semester hour comprises 15 teaching units of 45 minutes each.

V. Performing the lecturing assignment

- V.a. The lecturer must hold the course(s) weekly at the University during the general opening hours and within the time period stipulated in point III.a. (with the exception of semester breaks).
- V.b. In scheduling the course times and dates, the lecturer must take into consideration the requirements of students and the room availability at the University, and give the head of the organizational unit due notice thereof.
- V.c. The lecturing assignment as such is not subject to any instructions or supervision whatsoever with regard to its substantive or didactic design. The method of transferring knowledge is left solely to the lecturer to choose.
- V.d. The lecturer is obliged to scale the workload required of the students to complete the course or module with a pass such that it corresponds to the ECTS credit points apportioned to the course or module.
- V.e. The lecturer must, as a matter of principle, perform the lecturing assignment. The provision of supply lecturing is only permissible in exceptional situations; only persons who are equally professionally qualified as the lecturer may be commissioned as supply lecturers by the lecturer. Any possible fee for the supply lecturing is to be paid by the lecturer at his / her own expense. The University must be notified of the provision of supply lecturing in advance. No contractual relationship results between the University and the supply lecturer. In addition, the lecturer as well as the supply lecturer are obligated to comply with data protection law, in particular to transmit personal data entrusted to him/her or made accessible to him/her on the basis of his/her professional employment only on the basis of an explicit order from the respective superior or internal guidelines.
- V.f. The general resources required to perform the contracted lecturing duties (classrooms and educational technology) are made available by the University. Resources required for preparing and organising the lessons (slides, lecture notes, media equipment, computer programmes, etc) are to be provided by the lecturer him- or herself. The lecturer alone bears the necessary expenses incurred in providing such resources.
- V.g. The lecturer confirms that the materials presented, reproduced, and distributed or made available to the public in any other manner for the purpose of the course are his / her intellectual property and utilisation thereof does not infringe any third-party rights. Should a claim be made against the University by a third party on the grounds of infringement of a right through such utilisation, the lecturer is obligated to indemnify and keep the University indemnified.
- V.h. In respect of preparing the courses, the lecturer is not subject to any specifications regarding time or place of the University whatsoever and also any supervision by the University.
- V.i. The lecturer must specify the time and place for instructing the students.
- V.j. Exams are to be conducted by the lecturer no later than three months after the end of the contractual relationship; the head of the organizational unit is to be informed of the dates. The provisions of the regulations pertaining to studying at the University must be observed.
- V.k. The lecturer is obligated to announce the examination results immediately, at the latest, however, within 4 weeks, as well as to keep all examination documents for at least 6 months after the end of the employment relationship and to present them to the University of Innsbruck upon request. Upon request, the examination documents can be handed in to the Faculty Service Office at the respective location before the end of the employment relationship.
- V.l. The evaluation measures are to be taken for the purpose of the courses.
- V.m. The lecturer must maintain the strictest secrecy with regard to any internal matters and any circumstances which become known to him / her during the performance of his / her duties, the confidentiality of which is of significant importance to the University. This duty of confidentiality continues to exist even after completion of the lecturing assignment without any time limit. On a breach of the duty of confidentiality, the University will be entitled to terminate the present contract immediately and to make the relevant claims for compensation. In addition, the violation of data secrecy may also have (administrative) criminal consequences.

- V.n. Upon termination of the employment the lecturer is obliged to immediately return all goods, deeds, materials, electronic files, devices, instruments etc., which he achieved during his/her employment without special notice. He/she also has to cancel all personal data saved on data storage media owned by the employer.
- V.o. If carrying out his tasks, the lecturer is obliged to adhere to good scientific practice at the University of Innsbruck, and must comply with the guidelines issued by the University of Innsbruck for this purpose (Mitteilungsblatt Nr. 737/2023 dated July 21, 2023). Furthermore, in all publications in which he is involved and which are related to his employment/research activities at UIBK, the lecturer must also indicate the UIBK as the affiliation, using "University of Innsbruck" or "Universität Innsbruck," along with the place name "Innsbruck." The guidelines for indicating affiliation with the University of Innsbruck (Mitteilungsblatt Nr. 536/2023 dated May 31, 2023) must be observed. In this context, reference is made to the recommendation of the Commission on the European Charter for Researchers dated March 11, 2005, K (2005) 576, the UG 2002, and the currently valid development and organizational plan of the university.

VI. Payment

- VI.a. The lecturer will receive a gross flat-rate fee (hereinafter referred to as flat fee) amounting to € flat fee for the performance of the duties stipulated in point III., to the extent specified in point IV.
- VI.b. Any value-added tax is included in the flat fee and is payable by the lecturer. The lecturer is responsible for dealing with issues relating to value-added tax.
- VI.c. The remuneration pursuant to point VI.a. will be due for the actual performance of the contracted services.
- VI.d. Where the lecturer is hindered from fully performing the duties stipulated in point III. due to reasons under his/her influence, he/she must perform the activities cancelled by the end of the contract or by the end of February in the case of a blocked contract in the winter semester and by the end of September in the case of a blocked contract in the summer semester; where the lecturer is prevented from fully performing his duties stipulated in point III. on the grounds of other reasons, he/she is entitled to perform the activities cancelled by the end of the contract or by the end of February in the case of a blocked contract in the winter semester and by the end of September in the case of a blocked contract in the summer semester. There is no entitlement to a special remuneration in such situations.
- VI.e. A lecture (teaching unit) may only be held if the following minimum number of participants is reached:
- Compulsory courses: 5 participants,
 - Other courses: 15 participants – if the member of the rectorate, responsible for teaching, does not decide differently.
- In case that a lecture cannot be held due to lack of participants or is held, although the minimum number of participants is not reached, the flat fee pursuant to point VI.a. is reduced by one fifteenth.
- VI.f. Where performance does not fully take place by the end of the current semester, the flat fee pursuant with point VI.a. will be reduced proportionately: for each teaching unit cancelled the remuneration according to point VI.a. will be reduced by one fifteenth.
- VI.g. The sum according to point VI.a. will be paid on the basis of the legal title stipulated in point III.a. In case it should transpire that there is no legal basis for a claim to payment of the sum or not to the amount paid (see point VI.e.), the University will be entitled to deduct from the outstanding flat fee, or claim back, the sum due, either in its entirety or a corresponding part thereof.
- VI.h. The lecturer must send to the head of the organizational unit an itemization of the days on which courses were taught and how many students participated in the respective course without due delay on completion of the lecturing assignment, at the latest however by (date).
- VI.i. The flat fee pursuant to point VI.a. is due at the end of the contractual relationship. The lecturer may receive an advance payment out of the flat fee on the 15. of each month from the University, which will be deducted from the total of the flat fee. In the case of continuous teaching assignments in the winter and summer semesters of an academic year, the advance payment period for 6-month semester contracts is from October to March in the winter semester and from April to September in the summer semester. When commissioned for teaching exclusively in the summer semester of an academic year, the monthly salary will be paid from March until and including September. For block-format courses, the payment of the monthly salary will be made according to the shortened contract duration. The lecturer has no right to claim previous maturity for payment, even if the employer has effected other monthly payments in advance.
- VI.j. The payment of the flat fee will be made to an account, which must be opened at a domestic banking institute and the details of which must be conveyed to the University by the lecturer. The University is able to transfer the remuneration to this account with discharging effect of the payment. On provision of foreign bank account details, any charges pertaining to the payment transactions will be at the expense of the lecturer.
- VI.k. The cession of the rights to remuneration is only permissible with the prior written consent of the University. On attachment or cession of the rights to remuneration, the University is entitled to charge the additional costs incurred to the lecturer.

- VI.I. The lecturer is obliged to pay for private phone calls with university telephones. Payment is due quarterly and is effected by way of reduction of salary. A list of the calls made is available on VIS:online. The lecturer hereby expressly agrees to this mode of payment.

VII. Consequences of the minimum number of participants not being attained

- VII.a. Where the minimum number of participants specified in point VI.e. is not attained on three occasions, the lecturer must inform the head of the organizational unit of this matter without delay, and the University is entitled to terminate the present contractual relationship with immediate effect.
- VII.b. With regard to block courses and corresponding to the preceding paragraph, notification of the minimum number of participants not being attained must be given after the first block.

VIII. Other employment

- VIII.a. The lecturer may not undertake employment elsewhere at the same time if such an undertaking detracts from the duties arising from the present freelance service contract, any involvement in teaching or other significant interests of the University.
- VIII.b. It is prohibited to give private lessons in return for payment to students, to whose academic success the lecturer must contribute in determining.
- VIII.c. Prior to accepting the prospective employment, the lecturer must determine whether this contradicts the criteria in accordance with points VIII.a. and VIII.b.

IX. Severance fund

The employer has concluded an affiliation agreement with the following severance fund:
Allianz Vorsorgekasse AG, BVK - Leitzahl 71500.

X. Termination

- X.a. The present contract terminates on the end date stipulated in point III.a.
- X.b. With good cause, the contract can be annulled prematurely and with immediate effect, especially where the minimum number of participants as stated in point VI.e. is not attained.
- X.c. The lecturer can terminate this freelance contract on the 15th and last day of a month by giving one month's notice.
- X.d. The lecturer can terminate this freelance contract on the 15th and last day of a month.
In this case, the period of notice to be observed shall be
- 6 weeks,
 - two months after the completed second year,
 - three months after the completed fifth year,
 - four months after the completed 15th year, and
 - five months after the completed 25th year.

XI. Lapse

- XI.a. It is agreed that any claims of the contracting parties arising from this contract must be lodged within 6 months of the payment due date, otherwise they shall lapse.

XII. Written form

- XII.a. Amendments and additions of this agreement exclusively have to be in writing in order to be valid.
- XII.b. Oral agreements or agreements by conduct which shall annul the requirement of writing are null and void.

XIII. Final provisions

- XIII.a. There is agreement between the contracting parties that the present contract does not constitute a contract of employment subject to the provisions of labour law.
- XIII.b. The lecturer is responsible for dealing with any matters relating to the taxation of his/her income. (except for foreign residence, withholding tax is withheld in accordance with sect. 99 EStG).
- XIII.c. An exemption from the duty to pay social security contributions can be granted to lecturers who are domiciled in the European Union, European Economic Area and Switzerland according to Art 16/1 of the regulation EC 883/2004, if an agreement of exemption has been made or an exemption ("Befreiungsformular") has been granted. The respective application has to be made with the competent authority in the state of domicile. If the lecturer is subject to the jurisdiction of another state and the social security contributions there are lower than the Austrian contributions that the employer paid in line with the monthly salary, the employer is entitled to reclaim this amount. The lecturer hereby expressly agrees that the excessive social security contributions can be claimed back by way of setoff.
- XIII.d. The lecturer confirms with his/her signature that he/she has received a copy of this agreement, which is in the exact words of the original contract and that he has read the entire agreement and that he agrees with the entire agreement.

XIII.e. The voidance of single clauses of this contract does not affect the validity of the rest of the agreement.

Information on data protection in accordance with Article 13 of the Basic Data Protection Regulation

The General Data Protection Regulation (GDPR) took effect in May 2018. This provides for extended information obligations. In order to be able to guarantee you transparent processing of your data and to meet the requirements of new legal regulations (DSGVO), the Faculty Service Center will provide information on the data processing we carry out on request.

It is not allowed to amend or add anything to this contract regarding personal data outside the foreseen spaces!

The lecturer confirms that he/she is not in a valid/active federal civil service (civil servant) at a University in Austria.

The employment relationship enters into force only by signing the present employment contract, returning the duplicate to the University and commencing the agreed activity.

Confirmation regarding the existence of the requirements according to sect. 100 par 4 UG 2002

The lecturer confirms that during the teaching assignment he or she

- a) earns at least 60% of the maximum contribution basis according to sect. 108 ASVG (in ... this is a gross income of EUR .../month) and
- b) is subject to full social security liability with any income amounting to at least 60% of the maximum contribution basis.

By signing, the lecturer confirms that all data given are correct and complete.

Please note that this document is a translation device only. For legal validity the German version must be signed. In case of interpretation difficulties, only the German version is binding.

Sideletter to the contract

(Mr., Mrs., Ms.)

(name)

Part-time guest professor (sect. 100 para. 4 und 5 UG 2002)

course no.	type of course	course title	hours per semester	course category

The re-registration for holding of lecturers takes place via VIS:online. You will find an overview of all teaching performances of the current semester in the menu item „My teaching“ (accessible via personal data) https://vis.uibk.ac.at/public/home?id=142&p=skip_info_in_in:J. For this purpose, please use your e-mail user ID of the University of Innsbruck. If you have any questions regarding re-registration, please do not hesitate to contact the Faculty Service Center <https://www.uibk.ac.at/fakultaeten-servicestelle/standorte/>.

Attention: Please submit the re-registration AFTER the end of your employment, but no later than **(date)**. Missing re-registrations will result in a reduction of the remuneration according to your contract.

Some study law provisions relevant to your activities - available online at: <http://www.uibk.ac.at/fakultaeten-servicestelle/pruefungsreferate/recht.html>

Conduction of examinations:

The result of an oral examination shall be announced to the student immediately after the examination. If the examination has been assessed negatively, the reasons for this shall be explained to the student (sect. 21 para. 7). The result of a written examination shall be announced no later than four weeks after the performance has been rendered by entering it in the LFU:online database. Students shall be informed of the time of announcement (sect. 21 para. 8).

Examination dates:

Dates for course examinations in which the assessment is based on a single examination act at the end of the course. Examination shall be set by the head and announced in an appropriate manner. Personal agreements between the students and the examiners are permissible (sect. 16 para. 2). Examination dates shall be scheduled for the beginning, middle, and end of each semester. If necessary, examinations may also be held at the beginning and end of the lecture-free period (sect. 16 para. 1).