

**"Translation assistance - only the German document "Schriftlicher Werkvertrag" is valid!"**

**Contract for Work and Services**

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 Vice-Chancellor  
Address: Innrain 52, A-6020 Innsbruck

E-mail address: ( [Personalabteilung@uibk.ac.at](mailto:Personalabteilung@uibk.ac.at) )

**2. The Contractor's Details**

Name:	
Address:	
Date of birth:	
Nationality:	
Telephone number:	
E-mail address:	
National insurance number:	
Local tax office/department:	
Tax number/VAT no.:	
Bank account number:	
Sort code: / Bank:	
For foreign accounts: IBAN, BIC/SWIFT code:	
International bank transfer (other than EU, EEA, Switzerland):	The transaction fees will be paid: <input type="checkbox"/> by the contractor <input type="checkbox"/> by the cost centre listed in 3.2.
The contractor is currently a federal civil servant:	<input type="checkbox"/> Yes <sup>1</sup> Department/Agency: <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 has national insurance:	<input type="checkbox"/> Yes Occupation: <input type="checkbox"/> No

<sup>1</sup> Payment of the invoice shall be made by the department issuing the instruction as remuneration subject to income tax and national insurance contributions for part-time work.

**3. Subject-matter of the contract**

3.1. The contractor undertakes to prepare and submit the following work to the client:

- Academic work/services       Non-academic work/services


3.2. The contract shall be carried out for:

Organisational unit	
Head of the organisational unit	
Project manager <sup>1</sup>	
Cost centre / SAP no. <sup>2</sup>	

3.3. The work must be completed and submitted at the latest by [redacted].

<sup>2</sup> For projects established pursuant to s. 26 or s. 27 of the University Law 2002 (§§ 26 / 27 UG 2002)

#### 4. Remuneration

4.1. For the preparation of the work set out in point 3, including any work required for rearrangement, revision and changes, the contractor will receive a

Remuneration to the amount of	€	
Plus any value-added tax to the amount of	€	
Total	€	
Of which the following sum is for the reimbursement of cash expenditure	€	

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

Yes

1st instalment on		€	
2nd instalment on		€	
3rd instalment on		€	

No

It is expressly stipulated that the present contract does not constitute a contract of employment. The contractor is therefore responsible for paying any taxes and national insurance contributions due. Furthermore, the contractor undertakes to fulfil all of the legal obligations, in respect of the payment of contributions and registration, arising in connection with the remuneration in accordance with the provisions of the competent country (including those of the home country).

The contractor declares that he / she has read this contract thoroughly and agrees to its contents in its entirety. Pages 3-4 are an integral part of this contract.

Innsbruck, on

On behalf of the client:

The contractor

Ass.-Prof. Mag. Dr. Wolfgang Meixner  
Deputy Vice-Chancellor for Personnel

The project manager and/or the head of the organisational unit confirm that the conclusion of a contract for work and services is intended and that he / she agrees to its contents in its entirety.

.....  
Date

Signature of the project manager / head of the organisational unit

## General Conditions of Contract – Supplement to the Written Contract of Services

### 5 Performance of the Contract

- 5.1. The contractor will perform the services agreed upon as a self-employed person using his / her own resources. The costs of the resources are to be borne by the contractor.
- 5.2. In respect of hours of work, place of work and the specific performance of services, the contractor is not subject to any instructions or monitoring by the client.
- 5.3. 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.
- 5.4. 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.
- 5.5. The contractor is further obliged to make any changes, rearrangements and any other revision to the work, where this requirement is made by the client, without an additional claim against the client ensuing. Acceptance of the work is decided upon exclusively by the client. The client is entitled to rescind the contract where the client is of the opinion that such revision by the contractor has not resulted in adequate work. In this case, the contractor must repay any payments already received within 14 days.
- 5.6. The contractor is not subject to any limitations in respect of any activities for other companies, as far as the performance of this contract is not thereby affected.
- 5.7. Any official authorisation required must be acquired by the contractor.

### 6. Remuneration

- 6.1. With the flat-rate fee pursuant to point 4.1, all of the services and expenses, including preparatory and post-processing work as well as any work necessary for rearrangement, revision and changes, will be remunerated. There will be no reimbursement for expenses relating to materials and cash expenditure (travel expenses, telephone charges).
- 6.2. Any value-added tax is included in the flat-rate fee pursuant to point 4.1 (unless shown separately) and is payable by the contractor. The contractor is responsible for dealing with issues relating to value-added tax.
- 6.3. The flat-rate fee pursuant to point 4.1 will be due for the actual performance of the contracted services.
- 6.4. If, by the end of the time period stated in point 3.3, the service has not been performed completely, the flat-rate fee due pursuant to point 4.1 will be reduced proportionately.
- 6.5. The contractor must send the client an invoice in respect of the remuneration due pursuant to point 4.1 or 4.2, as the case may be, without due delay, and at the latest up to two weeks after the end of the time period stated in point 3.3.
- 6.6. The remuneration shall be paid within three months of the invoice, signed and filled out in full, having been submitted. Where instalment payments according to point 4.2 have been agreed upon, an invoice for each of the respective instalment payments must be rendered on the agreed date.

### 7. Repayments

- 7.1. The contractor is expressly obliged to repay to the client without further demand any sums, for example remuneration, travel expenses, fees and the like, received in error.
- 7.2. Should it transpire that there is no legal basis for a claim to payment of the sum or not to the amount paid, the aforementioned sum may, either in its entirety or a corresponding part thereof, be deducted from the current fee-incurring services or claimed back by the client.

### 8. Taxes

The contractor declares that he / she will inform the competent local tax office in Austria and / or the competent foreign tax authorities in the home country tax jurisdiction of the sums received as remuneration from the client for the purpose of calculating the corresponding tax. The contractor therefore notes that he / she is responsible for paying any taxes and national insurance contributions due. The client is not subject to the obligation to register.

### 9. Exploitation Rights

9.1. 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.

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### Personnel Department

9.2. 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.

9.3. 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

9.4. 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 s. 30 of 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.

9.5. The concession of the above-mentioned right of exploitation is remunerated on payment of the agreed contract sum.

### 10. 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.

### 11. Lapse

It is agreed that any claims of the contractor arising from this contract must be lodged within six months of the period stated in point 3.3, otherwise they shall lapse.

### 12. Consequences of Breach of Contract

12.1. Should the contractor not deliver the work at the time agreed, or should the work delivered by him / her clearly not have been carried out in a way corresponding to the agreements made, especially where the work has not been thoroughly completed, the contractor undertakes to pay a contractual penalty of up to 100 percent of the remuneration for preparation.

12.2. The client is thereby at liberty to forgo this contractual penalty and to demand full compensation from the contractor for the damage incurred.

### 13. Cession, Partial Nullity

The claims of the contractor arising from this contract cannot be ceded without written agreement from the client. 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.

### 14. Written Form

14.1. Amendments or additions to this contract can only be made by means of a written agreement between the contracting parties.

14.2. Oral or implied agreements regarding the revocation of the written form clause in point 13.1 shall be void.

### 15. Jurisdiction

The place of performance and of exclusive jurisdiction is Innsbruck. The client can also, at his / her choice, bring an action at the general jurisdiction of the contractor. The law of Austria applies exclusively.

### 16. Final Provisions

16.1. 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.

**16.2. On delivery of the work to the client, the contractor expressly acknowledges the complete validity of these general conditions. The consignment of the copy of this contract signed by him to the personnel department only represents a regulatory provision, the fulfilment of which is however a prerequisite for payment to be made.**

To the Contractor

### Education Documentation Act (Bildungsdokumentationsgesetz)

Dear Contractor,

Due to the Education Documentation Act\* (Bundesgesetzes über die Dokumentation im Bildungswesen (Bildungsdokumentationsgesetz)) and the attendant Implementing Regulation\*\* (DurchführungsVO), the Leopold-Franzens-Universität Innsbruck is obliged to collect data for statistical purposes.

It is therefore necessary for you to indicate the highest level of education (school or university) completed by you using the definitions provided.

Please only tick one box:

- University degree – Doctorate / PhD.
- University degree – Master
- University degree – Bachelor
- Diploma from a teacher training college
- Another type of tertiary education qualification (e.g. *course of study, master craftsman's certificate, course of lectures*)
- School-leaving examination from a general education high school
- School-leaving examination from a vocational high school
- Final apprenticeship examination, vocational high school
- Compulsory school

Furthermore, the notification of authority to teach (*venia docendi*) awarded by the postdoctoral lecture qualification ("*Habilitation*") is required by stating the university and subject:

University:

Subject

I hereby certify that the information I have provided is correct.

\_\_\_\_\_  
Date and signature of the contractor

**Many thanks for your work!**  
**Please return a signed copy to the personnel department!**

\* Federal Law Gazette I No. 12/2002, as amended (BGBl. I Nr. 12/2002 idF)

\*\* Federal Law Gazette II No. 499/2003, as amended (BGBl. II Nr. 499/2003 idF)