

"This agreement is made in German. In case of a conflict between the German language version of this agreement and any version or translation of this agreement in any other language, the German version shall prevail."

Contract No: XXXXX, Inst-No. XXXXX, page 1/6 – version WS 2011/12

Lecturer Employment contract

The parties described below herewith conclude the following agreement:

1. Employer

Universität Innsbruck, represented by the director (Rektor/Rektorin)
Innrain 52, A-6020 Innsbruck, e-mail: Personalabteilung@uibk.ac.at

2. Employee

Please conclude/correct your personal data below (using capital letters):

Name:

Resident in:

Date of birth:

Country of birth:

Place of birth:

Highest education/vocational training achieved:

Habilitation:

Telephone (phone extension - University):

E-mail:

National insurance number:

Citizenship:

Bank account number:

Bank code/Bank:

Abroad: IBAN/BIC, SWIFT-Code:

The lecturer is obliged to immediately inform the employer about any changes regarding the personal data. The lecturer agrees to automatic processing of these data.

3. Beginning and term of employment

3.1. This employment contract shall commence on It is concluded for a definite term and ends by lapse of time on..... (winter/summer term 20XX).

3.2. The first month of the employment contract is probationary (probationary employment). During this term both parties can terminate the contract without having to give reasons and without notice. If the term of employment is shorter than a month, the whole term of employment is probationary.

3.3. Point 3.2. does not apply in cases of permanent employment.

4. Place of work

4.1. The ordinary place of work is Innsbruck. The employer is entitled to temporarily send the employee to other establishments of the University of Innsbruck or to other places in Austria or abroad, as well as to employ him/her in companies, of which the University of Innsbruck holds the majority, if that is appropriate for the type of work the employee is engaged in.

4.2. Within the framework described in 4.1 the employer determines the exact place of work, where the employee is obliged to fulfil the duties described in 5, by order.

5. Type of work

5.1. The lecturer is employed by the University to teach the following course within the period determined in 3 in winter/summer term 20XX (time of lecturing). This includes all necessary preparatory and consequential work.

Course number:

Type of course:

Course title:

Hours per semester:

Course category:

5.2. The director of studies classifies the lecture according to the works agreement on the development of categories of lectures (as amended). A certain cost factor is assigned to each category of lecture.

Category of lecture

5.3. The parties agree on the following field of activities:

- teaching the actual course,
- adequate preparation of the course, 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,
- contributing to evaluation measures,
- administration in regard to the previously mentioned activities.

5.4. The course is taught in the context of the following organisational unit:

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

5.5. Notwithstanding the basic right of freedom of research and teaching (Art 17 Staatsgrundgesetz - StGG) the lecturer is obliged to follow the orders of the employer and is subject of the employer's control and inspection.

5.6. The lecturer confirms that the contents he/she presents, copies, gives out or otherwise makes available to the public in line with his/her course are his/her intellectual property. If that is not the case the lecturer confirms that he/she does not infringe any intellectual property rights. If the University is sued by a third party whose intellectual property rights have been infringed, the lecturer is obliged to fully indemnify the employer.

6. „Hour per semester“- cost factor

6.1. One "hour per semester" includes 15 teaching units of 45 minutes each.

6.2. In the works agreement on the development of categories of lectures (as amended) a cost factor is assigned to each category according to the time and effort necessary for that type of lecture. That covers all the activities listed in 5.3.

7. Working hours

7.1. The lecturer is employed part time. In order to fulfill the duties agreed on in 5 in the period determined in 3 the lecturer owes in total working hours.

7.2. The teaching hours are determined by the head of the organisational unit of the continuing professional education taking into account the interests of the continuing professional education in general as well as justified interests of the lecturer. The lecturer shall be heard in advance.

7.3. In exceptional circumstances regarding the employment the employer is entitled to unilaterally amend the schedule agreed upon.

7.4. The employee may only perform more than the working hours agreed on in 7.1 (additional working hours), if there is an express agreement in writing of the respective member of the Rector's team in charge.

7.5. If there is an order of the employer, the lecturer is obliged to write down a protocol of the working hours performed.

7.6. The lecturer has to comply with the teaching hours agreed on in 7.1, if he or she is not exempt from work, dismissed or absent for justified reasons.

8. Payment

8.1. For performing the duties laid down in 5 the lecturer achieves a salary of €..... (gross).

8.2. Taking into account previous occupation at the University of Innsbruck the lecturer is paid according to salary level...

8.3. Besides the monthly salary the lecturer is entitled to special payment of all together a sixth of the gross salary achieved per semester.

8.4. If the monthly salary is to be paid for only part of the month, there will be an aliquot reduction of that salary.

8.5. Payment shall be made to a bank account in Austria the lecturer has to provide and inform the employer of in writing. The employer is entitled to transfer the salary as well as all other payments in relation to the employment to this account. All payments have discharging effect. If the employer has to transfer the payments to a foreign bank account the lecturer is charged with all additional fees and costs.

8.6. The monthly salary shall be calculated for the calendar month. It shall be paid on the 15th of each month, or – in case the 15th is no working day – on the working day before the 15th, at the latest upon termination of the employment. If the employee is employed continuously from the previous winter semester on, the first monthly salary for the summer semester shall be paid in April. Therefore the period of payment in case of semester contracts of six months is April to September. The employee has no right to claim previous maturity for payment, even if the employer has effected other monthly payments in advance.

8.7. Special payment is due on November 15 and March 15 for the winter semester and on June 15 and September 15 for the summer semester. If employment is entered into or terminated or if there is a change in semester hours, the employer owes aliquot special payment. The maturity dates of special payments do not change in case of early termination of the employment.

8.8. If the duties owed are not performed fully within the period laid down in 3.1, aliquot salary is to be paid. In cases of overpayment, the employer is entitled to set off and/or the lecturer is obliged to return any overpay.

8.9. The amount determined in 8.1 is paid according to the title described in 5.1. If this title is not valid or successfully challenged and the lecturer therefore received money he was not entitled to in full or in parts (see 13), the employer is entitled to reclaim that amount in full or in parts from the lecturer. The employer can also claim this amount by way of setoff.

8.10. With the transfer of salary according to 8.1 also all additional work is compensated (exceptions see 7.4).

8.11. The employee can only assign his/her right to payment after the written consent of the employer. In case of assignment or attachment the employer is entitled to claim all additional expenses from the lecturer.

8.12. 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.

9. Voluntary, non-binding overpay

All additional benefits granted by the employer which exceed what is laid down in this contract and which are not guaranteed by law, collective agreement or works agreement, are voluntary and non-binding, even if they are granted more than once. They can be revoked by the employer at any time, even if the employer did not expressly explain the voluntary character beforehand.

10. Official journeys in line with compulsory excursions

10.1. The lecturer agrees to undertake official journeys in line with compulsory excursions authorized by the Rectorate within Austria and to other countries, if this is required by the employer. The lecturer has to apply for an official journey beforehand. Applications have to be made to the

personnel department. The journey may not be commenced before authorisation. In the case of authorised official journeys the lecturer is entitled to compensation of additional expenses according to the works agreement after § 4 No 19 of the collective agreement for academic staff and according to the guidelines of the University of Innsbruck, respectively.

10.2. In regard to the lectureship there is no compensation of additional expenses other than the reimbursement of costs of travelling costs laid down in 10.1.

11. Holidays

11.1. The lecturer is entitled to holidays in each calendar year. The entitlement to holiday is determined according to § 19 of the collective agreement for academic staff as well as the Urlaubsgesetz – UrlG (Holiday Act).

11.2. The lecturer is entitled to 25 working days per calendar year.

11.3. If the employment is entered into for less than a year, the lecturer is entitled to aliquot holidays for the period of employment.

11.4. Holidays have to be consumed within the lecture free period. All (remaining) holidays have to be consumed before termination of the employment laid down in 3.1. The lecturer herewith expressly agrees to this provision.

12. Inability to perform

12.1. If the lecturer cannot perform his duties due to illness or another tragedy, the personnel department has to be informed immediately, in general on the day of the accident. If the employee cannot perform his/her duties for more than three working days because of illness or accident, the lecturer has to submit a confirmation of a contractual doctor, the national insurance company or an official doctor according to § 8 par 8 Angestelltengesetz - AngG (Employees Act), if the employer so requests.

In case of suspicious circumstances the employer can require such a confirmation immediately. The employer can also request to renew such confirmations.

12.2. If the lecturer cannot perform his/her duties for other important reasons, the employer needs to be informed beforehand, if possible before the reason arises, otherwise immediately after the event. The right to payment in such cases is determined by the applicable laws and collective agreements.

13. Cancellation of lectures due to lack of students

13.1. A lecture (teaching unit) may only be held if the following minimum amount of students is reached:

a) compulsory courses: 5 students

b) other courses: 15 students – if the responsible Vice Rector does not decide differently.

13.2. In case that a lecture cannot be held due to lack of students or is held, although the minimum amount of students is not reached, the payment for the respective working day is reduced. The reduction is calculated appropriately comparing the length of the missed lecture to the working hours as a whole. Upon consent of the director of studies special reasons justify a deviation in this point.

13.3. If a whole course is cancelled, the lecturer is not entitled to payment after the cancellation. If the lecturer teaches more than one course, payment is reduced accordingly. The reduction is exercised taking into account the relationship between the cancelled course and the other courses taught.

14. Additional occupation

14.1. The lecturer may not exercise any additional occupation which would impair his/her duties arising from his/her employment with the University or other important official interests of the University.

14.2. The lecturer may not teach students whose studies and examinations he/she is involved in against payment.

14.3. The lecturer has to judge him/herself whether a planned additional occupation will be in conformity with 14.1 and 14.2.

14.4. Maximum thresholds imposed by statutory employment law have to be complied with (the weekly working time of 40 hours may not exceed a maximum of 48 hours within a calculation period of up to 17 weeks). Therefore the occupation with another employer may not exceed 8 hours if the lecturer is already fully employed by the University.

15. Special rights and duties

15.1. The lecturer is obliged to perform all duties laid down in this contract in person and with great diligence.

15.2. The lecturer is obliged to design the workload of the lecture or module in order to reach the ECTS points assigned to that lecture or module.

15.3. The lecturer is obliged to adhere to all administrative and safety provisions and expressly agrees to perform all duties according to the orders of the University. The lecturer strictly adheres to all administrative regulations and is obliged to inform the employer immediately of any missing safety provisions.

15.4. The lecturer bears a strict obligation of confidentiality regarding all in-house concerns as well as all facts and circumstances he/she becomes familiar with during the employment and whose secrecy is in the official interest of the University. The obligation continues to exist after termination of the employment without any restriction in time. The infringement of the confidentiality agreement may lead to a dismissal as well as the duty to indemnify the employer.

15.5. 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.

16. Severance fund

The employer is contractual party of the following severance fund:

BAWAG Allianz Vorsorgekasse AG, BVK - Leitzahl 71500.

The employer only contributes to the severance fund, if the employment lasts longer than one month.

17. Social insurance

17.1. The lecturer is obliged to pay social security contributions regarding health and accident insurance according to the Beamten-Kranken- und Unfallversicherungsgesetz – BKUVG (Health and Accident Insurance Act for Civil Servants). He/she is enrolled with the insurance board for public service (Versicherungsanstalt Öffentlicher Bediensteter - BVA). The obligation to pay social security contribution underlies the Allgemeines Sozialversicherungsgesetz – ASVG (General Social Security Act).

17.2. An exemption from the duty to pay social security contributions can be granted to lecturers who are domiciled in the European Union according to Art 16/1 of the regulation EC 883/2004 and to lecturers with a domicile in the EER and Switzerland according to Art 17 of the regulation 1408/71, 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.

18. Pension fund

According to § 71 of the collective agreement the University has signed a pension fund contract. The contributions to the pension fund are invested with the Allianz PensionskassenAG according to the collective agreement and the respective works agreement (as amended).

19. Forfeiture

19.1. Travel expenses arising from an official journey can be claimed back from the University with all necessary receipts presented to the University no later than 4 months after termination of the journey. After that date all further claims are excluded.

19.2. Any other claims than those mentioned in 19.1 must be made within 6 months from their maturity date. They must be made in writing and addressed to the personnel department of the University. After that date all further claims are excluded.

19.3. If the employee acts according to 19.1 and 19.2, the claims are valid even after the period of 6 months if the lecturer initiates court proceedings within 3 months after receiving a final denial of the University or within 6 months if the University issues no statement.

19.4. Compensation claims resulting from early termination by the employee or dismissal according to §§ 28 und 29 Angestelltengesetz – AngG (Employees Act) have to be enforced in court within 6 months from maturity.

19.5. Claims of the University forfeit if they are not enforced in court within 6 months from maturity.

20. Written form

20.1. Amendments and additions of this agreement exclusively have to be in writing in order to be valid.

20.2. Oral agreements or agreements by conduct which shall annul the requirement of writing are null and void.

21. Collective agreements applicable to this agreement

21.1. For this contract the collective agreement for academic staff (as amended) is applicable.

21.2. All works agreements concluded between the Rector and the employee representation (as amended) are also fully applicable.

21.3. All provisions mentioned in 21.1 and 21.2 can be consulted in the personnel department as well as in all locations of the „Fakultätenservicestelle“ Monday to Thursday between 8-12 a.m. and 1-4 p.m. as well as Friday 8-11 a.m.

22. Subsidiary application of other laws

22.1. The provisions of the Universitätsgesetz - UG 2002 (University Act 2002) regarding personnel are applicable to the employment relationship concluded in this contract. Therefore also the Angestelltengesetz (Employees Act) and all other relevant statutory provisions are applicable.

22.2. All regulations concerning collective bargaining applicable at the University of Innsbruck are also relevant.

23. Final provisions

23.1. 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.

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

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 currently not in another employment (as a civil servant or equivalent) with the Republic of Austria.

The employment relationship enters into force only after signing agreement, sending back the copy to the University as well as initiating the actual employment.

Innsbruck,.....(date)

For the employer:

.....
Ass.-Prof.Mag.Dr. Wolfgang Meixner
Vice Rector for Personnel

I have read the agreement and declare my express agreement and understanding of it.

Lecturer:

.....

Contract number: XXXXX

Form to confirm the holding of lectures for winter/summer term 20XX

To:

Contract number:....., "Employment contract for the Lecturer" definite term employment for one semester

(Please fill in)

Number of lecture:

Type of lecture:

Title of lecture:

Hours per semester:

Category of lecture:

Subject:

Number of Participants:

Note: Please keep this form and fill it in and send it after holding the lecture, at the latest to your organisational unit. Not complying with this duty leads to a reduction of salary.

All duties owed in regard to the lectureship have been fully performed:

YES

NO; reasons are attached

I herewith confirm that all data given are correct and complete; explanations – if any – are attached.

.....
Lecturer, date

.....
Manager of the organisational unit, date

.....
Director of studies, date