

TRANSLATION DEVICE

EMPLOYMENT CONTRACT* FOR GUEST PROFESSORS

*in case of an existing main employment (= further employment at the University of Innsbruck), this employment contract is to be equated with an additional agreement/secondary employment to the existing employment (in the following, both cases – main employment or secondary employment as a lecturer - will be referred to as an employment relationship for short)

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. Term of employment

- III.a. This employment contract is concluded for a definite period.
It commence on (from) and ends by laps of time on (to) (term).
- III.b. 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.
- III.c. Point III.b. does not apply in cases of permanent employment.

IV. Place of work

- IV.a. The ordinary place of work is Innsbruck. The employer is entitled to temporarily send the lecturer 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 lecturer is engaged in.
- IV.b. Within the framework described in IV.a. the employer determines the exact place of work, where the lecturer is obliged to fulfill the duties described in V., by order.

V. Type of work

- V.a. The lecturer is employed by the University to teach the following course(s) within the period determined in III. in **term** (time of lecturing). This includes all necessary preparatory and consequential work as well as maintaining scientific contacts with colleagues in the field:

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

- V.b. The operational agreement on the formation of course categories in the respective academic year serves as the basis for the classification of the course into the individual course categories by the Dean of Studies. Each course category is assigned a workload factor.

course category, workload factor

- V.c. The parties agree on the following field of 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.

- V.d. 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.

- V.e. 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.

- V.f. 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.

VI. "Hours per semester" – workload factor

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

- VI.b. In the works agreement on the development of categories of lectures (as amended) a workload 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 V.c.

VII. Working hours

- VII.a. Due to the agreed courses (Point V), a total of **(working hours)** working hours are to be performed during the contract period (point III) of this employment relationship.

- VII.b. The teaching hours are determined by the head of the organizational 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.

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

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

- VII.e. If there is an order of the employer, the lecturer is obliged to write down a protocol of the working hours performed. If the company agreement on the introduction and use of electronic time recording for general staff applies, the recording must be carried out within the framework of the VIS:online application Working Time Management (booking type „Secondary activity“).

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

VIII. Payment

- VIII.a. For performing the duties laid down in V. the lecturer achieves a monthly salary of € salary (gross).
- VIII.b. Taking into account previous occupation at the University of Innsbruck the position will be classified as B2, salary level level, in accordance with sect. 48 in conjunction with sect. 49 para. 4 of the collective agreement.
- VIII.c. Besides the monthly salary, the lecturer is entitled to special payment totaling a sixth of the gross salary earned per semester.
- VIII.d. If the monthly salary is to be paid for only part of the month, there will be an aliquot reduction of that salary.
- VIII.e. 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.
- VIII.f. 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. 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.
- VIII.g. 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.
- VIII.h. If the duties owed are not performed fully within the period laid down in III.a., 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.
- VIII.i. The amount determined in VIII.a. is paid according to the title described in V.a. 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 XIII.), 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.
- VIII.j. With the transfer of salary according to VIII.a., all additional work is compensated (exceptions see VII.d.).
- VIII.k. 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.
- VIII.l. 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.

IX. 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.

X. Official journeys in line with compulsory excursions

- X.a. 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 authorization. In the case of authorized official journeys, the lecturer is entitled to compensation of additional expenses according to the works agreement after sect. 4 clause 19 of the collective agreement for academic staff and according to the guidelines of the University of Innsbruck, respectively.
- X.b. In regard to the lectureship there is no compensation of additional expenses other than the reimbursement of costs of travelling costs laid down in X.a.

XI. Holidays

- XI.a. The entitlement to holiday is determined according to sect. 19 of the collective agreement for academic staff as well as the Urlaubsgesetz – UrIG (Holiday Act).
- XI.b. The lecturer is entitled to 25 working days per calendar year. The entitlement to holiday shall be increased accordingly if the requirements pursuant to sect. 19 para. 7a et seq. of the collective agreement for university employees are met.

- XI.c. If the employment is entered into for less than a year, the lecturer is entitled to aliquot holidays for the period of employment.
- XI.d. Holidays have to be consumed within the lecture free period. All (remaining) holidays have to be consumed and are considered consumed at the end of the contract laid down in III.a. The lecturer herewith expressly agrees to this provision.

XII. Inability to perform

- XII.a. If the lecturer cannot perform his duties due to illness or another tragedy, the employer, i.e., 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 sect. 8 para. 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.
- XII.b. 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.

XIII. Cancellation of lectures due to lack of students

- XIII.a. A lecture (teaching unit) may only be held if the following minimum number of participants is reached:
 - a) Compulsory courses: 5 participants,
 - b) Other courses: 15 participants – if the member of the rectorate, responsible for teaching, does not decide differently.
- XIII.b. 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 payment for the respective working day is reduced. The reduction is calculated appropriately comparing the length of the lecture missed or taken in violation of point XIII.a. to the working hours as a whole. Upon consent of the director of studies special reasons justify a deviation in this point.
- XIII.c. 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.

XIV. Special rights and duties

- XIV.a. The lecturer is obligated to perform all activities agreed upon in the employment contract personally and conscientiously. Furthermore, he/she is obligated to uphold data protection law, especially personal data that has been entrusted to him/her due to his/her professional engagement or made accessible, only to transmit it based on explicit instructions from the respective superior or internal guidelines.
- XIV.b. 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.
- XIV.c. 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.
- XIV.d. 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.
- XIV.e. 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.
- XIV.f. 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.

- XIV.g. 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.
- XIV.h. During a main employment, further regulations on "special rights and duties" remain unchanged.

XV. Severance fund

If the employment relationship is subject to the BMVG, the employer has concluded an affiliation agreement with the following severance fund: Allianz Vorsorgekasse AG, BVK - Leitzahl 71500.

XVI. Social insurance

- XVI.a. 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 öffentlich Bediensteter, Eisenbahnen und Bergbau (BVAEB)). The obligation to pay social security contribution underlies the Allgemeines Sozialversicherungsgesetz – ASVG (General Social Security Act).
- XVI.b. 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.

XVII. Forfeiture

- XVII.a. Travel expenses arising from an official journey can be claimed back from the University with all necessary receipts presented to the University (addressed to the personnel department) no later than 6 months after termination of the journey.
- XVII.b. Any other claims than those mentioned in XVII.a. 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.
- XVII.c. If the lecturer acts timely according to XVII.a. and XVII.b., 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
 - 6 months if the University issues no statement.
- XVII.d. Claims of the University arising from the employment relationship have to be enforced in court within 6 months from maturity.

XVIII. Written Form

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

XIX. Collective agreements applicable to this agreement

- XIX.a. For this contract the collective agreement for academic staff (as amended) is applicable.
- XIX.b. All works agreements concluded between the rector and the employee representation (as amended) are also fully applicable.

XX. Subsidiary application of other laws

- XX.a. 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. In case of stays abroad on official business, Austrian labour law shall be deemed to have been agreed.
- XX.b. The employment relationship shall also be governed by all standards of collective bargaining applicable at the University of Innsbruck (see point applicable standards of collective bargaining).

XXI. Final provisions

- XXI.a. 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.
- XXI.b. The voidance of single clauses of this contract does not affect the validity of the rest of the agreement (especially in the case of a simultaneously existing main employment).
- XXI.c. Agreements resulting out of a main employment remain unaffected by the secondary employment and shall continue to apply unchanged.

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.

The following confirmation statement does not apply to individuals with an existing employment relationship at the University of Innsbruck:

Confirmation in case of assignment of not more than 4 hours per semester according to sect. 100 para. 4 UG 2002

The lecturer confirms that during the teaching assignment he or she

- does not earn at least 60% of the maximum contribution basis according to sect. 108 ASVG (in ... this is a gross income of EUR .../month) or
- is not 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)

Employment contract for *guest professors

* in case of an already existing main employment, this employment contract is to be regarded as an additional agreement/secondary employment to the existing employment relationship

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).