

**Freelance Part-time Lecturer
Freelance Service Contract
(s. 100(4) and (5) of the University Law 2002 (UG 2002))**

The University of Innsbruck, represented by the Vice-Chancellor, Innrain 52, A-6020 Innsbruck (hereinafter referred to as the "University") and Ms Lucia Neururer (hereinafter referred to as the "lecturer") hereby conclude the following **agreement**:

1. The Lecturer's Details

Please complete/correct your personal details without fail (using capital letters):

Name:
Address:
Date of birth:
Country of birth:
Place of birth:
Highest level of education completed:
Postdoctoral lecture qualification ("*Habilitation*"):
Telephone number (Ext: Uni):
E-mail:
National insurance number:
Nationality:
Account number:
Sort code/Bank:
For foreign accounts: IBAN, BIC/SWIFT code:

The lecturer is obliged to inform the University of any changes to his / her personal details according to point 1 without delay.

2. Subject Matter of the Contract

2.1. The lecturer has been commissioned by the University to hold the following course(s) and to perform the related preparatory and follow-up activities during the period from TTMMJJJJ until TTMMJJJJ:

Course No.	Type	Title	Semester Hours	Course Category
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2.2. The employment agreed upon includes the following activities:

- holding the course in a proper manner,
- preparing adequately for the course,
- advising and supporting the students in connection with the course,
- conducting exams related to the course or previous courses, and
- contributing to the evaluation measures as well as completing the administrative duties connected with all of these tasks.

2.3. The lecturing assignment will be processed by the following organisational unit(s): . This classification may be modified by the University on the basis of organisational or other grounds.

3. Length of the Course

One semester hour comprises 15 teaching units, each lasting 45 minutes.

4. Performing the Lecturing Assignment

- 4.1. The lecturer must hold the course(s) weekly at the University during the general opening hours and within the time period stipulated in point 2.1 (with the exception of semester breaks).
- 4.2. 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 organisational unit due notice thereof.
- 4.3. 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.
- 4.4. 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.
- 4.5. 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.
- 4.6. 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.
- 4.7. 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.
- 4.8. 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.
- 4.9. The lecturer must specify the time and place for instructing the students.
- 4.10. Exams are to be conducted by the lecturer by the end of the contractual relationship at the latest; the head of the organisational unit is to be informed of the dates. The provisions of the regulations pertaining to studying at the Leopold-Franzens-Universität must be observed.
- 4.11. The evaluation measures are to be taken for the purpose of the courses.
- 4.12. 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.
- 4.13. The lecturer must, without being asked, return to the University any objects, equipment, instruments, literature, relevant papers and the like entrusted to him / her by the University on completion of the lecturing assignment.

5. Remuneration

- 5.1. The lecturer will receive a gross flat-rate fee amounting to €0.00 for the performance of the duties stipulated in point 2, to the extent specified in point 3.
- 5.2. Any value-added tax is included in the flat-rate fee and is payable by the lecturer. The lecturer is responsible for dealing with issues relating to value-added tax.
- 5.3. The remuneration pursuant to point 5.1 will be due for the actual performance of the contracted services.
- 5.4. Where the lecturer is hindered from fully performing the duties stipulated in point 2 due to reasons under his / her influence, he / she must perform the activities cancelled by the end of the current semester; where the lecturer is prevented from fully performing his duties stipulated in point 2 on the grounds of other reasons, he / she is entitled to perform the activities cancelled by the end of the current semester. There is no entitlement to a special remuneration in such situations.
- 5.5. A teaching unit may only be taught if the following minimum number of participants is attained:
 - a) 5 students in compulsory courses,
 - b) 15 students – subject to the exemptions provided by the Deputy Vice-Chancellor for Teaching - in other coursesFor each teaching unit which cannot be taught due to the minimum number of participants not being met or which is taught despite the minimum number of participants not being met, the flat-rate fee due in accordance with point 5.1 will be reduced by one fifteenth.

5.6. Where performance does not fully take place by the end of the current semester, the flat-rate fee due in accordance with point 5.1 is to be reduced proportionately: for each teaching unit cancelled the remuneration according to point 5.1 will be reduced by one fifteenth.

5.7. The sum according to point 5.1 will be paid on the basis of the legal title stipulated in point 2.1. 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 5.5), the University will be entitled to deduct from the outstanding flat-rate fee, or claim back, the sum due, either in its entirety or a corresponding part thereof.

5.8. The lecturer must send to the head of the organisational unit an itemisation 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 13th February 2010.

5.9. The flat-rate fee pursuant to point 5.1 is due at the end of the contractual relationship. The lecturer may receive an advance payment out of the flat-rate fee on the last day of each month from the University, which will be deducted from the total of the flat-rate fee. Should authorisation for the payment be given before the due date, no legal claim regarding the due date being brought forward will accrue to the lecturer.

5.10. The payment of the flat-rate 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.

5.11. 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.

6. Consequences of the Minimum Number of Participants Repeatedly Not Being Attained

6.1. Where the minimum number of participants specified in point 5.5 is not attained on three occasions, the lecturer must inform the head of the organisational unit of this matter without delay, and the University is entitled to terminate the present contractual relationship with immediate effect.

6.2. 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.

7. Other Employment

7.1. 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.

7.2. It is prohibited to give private lessons in return for payment to students, to whose academic success the lecturer must contribute in determining.

7.3. Prior to accepting the prospective employment, the lecturer must determine whether this contradicts the criteria in accordance with points 7.1 and 7.2.

8. Company Pension Fund

The University has concluded a contract of adhesion with the following company pension fund:

BAWAG Allianz Vorsorgekasse AG, BVK - Leitzahl 71500.

The transfer of a contribution in accordance with the Company Employee and Self-Employment Provisions Act (BMSVG) takes place only in cases where the freelance service contract lasts for longer than one month.

9. Termination

9.1. The present contract terminates on the end date stipulated in 2.1.

9.2. With good cause, the contract can be annulled prematurely and with immediate effect, especially where the minimum number of participants as stated in point 5.5 is not attained.

10. Lapse

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

11. Written Form

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

11.2. Oral or implied agreements regarding the revocation of the written form clause in the preceding paragraph shall be void.

12. Jurisdiction

For any legal disputes originating from this contractual relationship, the competent court for the case in Innsbruck has been agreed upon as the place of jurisdiction.

13. Final Provisions

13.1. 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.

13.2. The lecturer is responsible for dealing with any matters relating to the taxation of his / her income.

13.3. The lecturer is subject to insurance in statutory national insurance.

Making amendments or additions to the present contract, with exception to the fields intended in the section of personal details, is not permissible!

The lecturer confirms that he / she currently does not have federal employment status (as a civil servant) governed by public law in Austria.

A legally valid freelance service contract will only come into existence on the present contract being signed, a duplicate being returned to the University, and on the performance of the service agreed upon being commenced.

Confirmation regarding the existence of the prerequisites according to s. 100(4) UG 2002

The lecturer confirms that he / she

a) draws an income amounting to at least 60% of the highest contribution class pursuant to s. 108 of the General Law on National Insurance (ASVG) (this is the equivalent of a gross income totalling €2,412.00 per month in 2009) and

b) is subject to pay full national insurance contributions

during the present lecturing assignment.

With his / her signature, the lecturer certifies that the details provided by him / her are, to the best of his / her knowledge, complete and accurate.

On behalf of the employer:

Innsbruck,
on TTMMJJJJ

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

Having read and expressly agreed to this contract,
the freelance part-time lecturer