

**Part-time Guest Professor
Freelance Contract (BLOCK)
(§ 100 (4) and (5) University Law 2002)**

The English version of the contract of employment must not be considered an official or legally valid document.

The University of Innsbruck, represented by the Rector, Innrain 52, A-6020 Innsbruck (hereinafter referred to as the "University" of "employer") and Mr xxxxxxx (hereinafter referred to as the "Guest Professor") hereby conclude the following **agreement**:

1. The Guest Professor's Details

Please complete/correct your personal details (using capital letters):

Please write corrections only in the according lines, as otherwise the changes cannot be processed due to technical issues.

name:
 address:
 born the:
 county of birth:
 place of birth:
 highest degree:
 habilitation:
 telephone number:
 e-mail address:
 social insurance number:
 nationality:
 bank:
 IBAN / BIC:

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The Guest Professor is obliged to inform the University of any changes to his personal details according to point 1 immediately and agrees for this data to be automatically processed.

2. Subject Matter of the Contract

2.1. The Guest Professor has been commissioned by the University to hold the following course(s), to perform the related preparatory and follow-up activities and to uphold the scientific contact with specialist colleagues during the period of January 2019:

Course No.	Type	Title	Semester Hours	Course Category
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KGp – Freelance Contract § 100 University Law – Course Category Guest Professor

2.2. The employment agreed upon includes the following activities:

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

2.3. The following organisational unit will process the lecturing assignment: Institute of Sociology. This classification may be modified by the University on the basis of organisational or other grounds.

3. Length of the Lecture

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

4. Performing the Lecturing Assignment

- 4.1. The Guest Professor 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 Guest Professor 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 Guest Professor to choose.
- 4.4. The Guest Professor 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 Guest Professor must, in principle, perform the lecturing assignment. The provision of supply lecturing is possible; only persons who are equally professionally qualified as the Guest Professor may be commissioned as supply lecturers by the Guest Professor. Any possible fee for the supply lecturing is to be paid by the Guest Professor at his 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 Guest Professor 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 Guest Professor himself. The Guest Professor alone bears the necessary expenses incurred in providing such resources.
- 4.7. The Guest Professor 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 intellectual property or otherwise the 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 Guest Professor is obligated to indemnify and keep the University indemnified.
- 4.8. In respect of preparing the courses, the Guest Professor is not subject to any specifications regarding time or place of the University whatsoever and also any supervision by the University.
- 4.9. The Guest Professor must specify the time and place for instructing the students.
- 4.10. Exams are to be conducted by the Guest Professor until 3 months after the contract timing; 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 Guest Professor is obliged to disclose the exam results without delay, at least within 4 weeks, and store all exam documents at least for six months after the employment and, in case the University asks for this, submit these. If the Guest Professor asks for this, the exam documents may be handed in for storage before the ending of the contract at the faculty service point of the according site.
- 4.12. The evaluation measures are to be taken in the scope of the course.
- 4.13. The Guest Professor must maintain the strictest secrecy with regard to any internal matters and any circumstances which become known to him during the performance of his 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.
- 4.14. The Guest Professor must, without being asked, return to the University any objects, equipment, instruments, literature, relevant papers and the like entrusted to him by the University on completion of the lecturing assignment.

5. Remuneration

- 5.1. The Guest Professor will receive a gross flat-rate fee amounting € 000,00 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 to be paid by the Guest Professor. 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. In case the Guest Professor is hindered from fully performing the duties stipulated in point 2 due to reasons under his influence, he must perform the activities cancelled by the end of the contract or, in case of a blocked lecture, by the end of the current semester. In case the Guest Professor is prevented from fully performing his duties stipulated in point 2 on the grounds of

other reasons, he is entitled to perform the activities cancelled by the end of the contract, or, in case of a blocked lecture, 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-Rector for Teaching - in other courses.

For 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. In case the 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 Guest Professor must send 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 the 00 of MM JJJJ

5.9. The flat-rate fee pursuant to point 5.1 is due at the end of the contractual relationship. The Guest Professor 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 Guest Professor.

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 Guest Professor. 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 Guest Professor.

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 Guest Professor additional costs incurred.

5.12. Telephone costs for private conversations are deducted from the salary in a quarterly manner. The according receipts can be found on VIS:online. The Guest Professor agrees to this.

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

6.1. In case the minimum number of participants specified in point 5.5 is not attained on three occasions, the Guest Professor 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 Guest Professor 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 Guest Professor must contribute in determining.

7.3. Prior to accepting the prospective employment, the Guest Professor 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:

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. Final Provision

12.1. The contracting parties agree that this freelance contract does not follow a labour-law regulation.

12.2. The Guest Professor is responsible for tax settlements (in spite of a withholding tax according § 99 of the Austrian Income Tax Law that is retained by the University).

12.3. The Guest Professor is insured in the scope of the compulsory social insurance. Foreign lecturers residing in the EU, Switzerland, Liechtenstein, Norway or Iceland can, following their own initiative, under certain conditions apply for an exemption of the Austrian social insurance. You may find further information on the website of the University of Innsbruck.

12.4. The Guest Professor confirms with his signature that he received a copy of this contract, has read it thoroughly and has agreed to its content in all parts.

12.5. In case single provisions of this contract are not valid or effective, the remaining provisions remain upright.

13. Information about data protection, according article 13 of the General Data Protection Regulation

As of May 2018 the General Data Protection Regulation comes into force. This regulation expands duties of information. In order to ensure a transparent processing of your data and to comply with new legal regulation of the General Data Protection Regulation, the faculty service point upon requests forwards an information about the data that we are processing.

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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

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 €XXXX,XX per month in JJJJ) and b) is subject to pay full national insurance contributions during the present lecturing assignment.

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

This document has been translated into English. If there is any inconsistency or ambiguity between the German and the English versions, the German version shall prevail.