

"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 – continuing professional education (ULG) 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 and bank 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 parties agree that the ordinary place of work is Innsbruck or the place of the organisational unit the lecturer is engaged with. The employer is entitled to temporarily send the lecturer to other establishments of the University of Innsbruck or to other places in Austria or another country as well

as to employ him/her in companies of which the University holds the majority, if that is beneficial to the type of work he/she is employed for.

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:

Category of lecture

5.2. 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.

5.3. The course is taught in the context of the ULG (continuing professional education):

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

5.4. 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.

6. „Hour per semester“ - cost factor

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

6.2. Taking into account the points mentioned under 5.2:

Category of lecture

7. Working hours

7.1. The lecturer is employed part time.

7.2. The teaching hours are determined by the manager 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 5.1. (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 7.2, 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. Besides the monthly salary the lecturer is entitled to special payment of all together a sixth of the gross salary achieved per semester.

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

8.4. Payment shall be made to a bank account in Austria the employee 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.

8.5. 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 lecturer has no right to claim previous maturity for payment, even if the employer has effected other monthly payments in advance.

8.6. 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.

8.7. Payment is made net after statutory deductions.

8.8. The employee shall receive payment according to 8.1 for actually performing his/her duties.

8.9. If the duties owed are not performed fully within the period laid down in 3.1. (e.g. in case of cancellation of lectures), 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.

8.10. The amount laid down in 8.1 is paid for the legal reason described in 5.1. If such legal reason does not exist or does not equal the paid amount (see point 10 of this agreement), the employer is entitled to set off and/or the lecturer is obliged to return any overpay.

8.11. Upon termination of teaching the lecturer is obliged to inform the manager of the continuing professional education in writing about the days on which the lecture was held as well as the number of participants in each lecture.

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

8.13. 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.

8.14. 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. Holding of the lecture

10.1. The lecturer is obliged to hold the lecture within the period laid down in 3.1. at the University or in the institution of the co-operating partner.

10.2. The lecturer has to determine the schedule taking into consideration the requirements of the students as well as the room situation of the University and/or the institution of the co-operating partner. The manager of the continuing professional education shall be informed of the schedule in advance.

10.3. The lecturer is obliged to set the necessary workload for students so that they can attend and pass the lecture according to the ECTS points assigned to the course.

10.4. 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.

10.5. Examinations are to be held by the lecturer at the latest upon termination of the employment. The lecturer has to inform the manager of the continuing professional education of the examination dates beforehand.

10.6. Evaluation measures – if any – have to be performed during the course.

11. Additional expenses in case of compulsory excursions

11.1. Additional expenses that arise out of an official journey authorised by the manager of the continuing professional education in relation to compulsory excursions shall be compensated 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. The respective forms of the University as laid down in the guidelines have to be used.

11.2. In regard to the lectureship there is no compensation of additional expenses other than the reimbursement of costs of travelling costs laid down in 11.1.

12. Holidays

12.1. 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).

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

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

12.4. 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.

13. Inability to perform

13.1. 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.

13.2. 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.

14. Cancellation of lectures

14.1. In case that a lecture cannot be held 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 manager of the continuing professional education special reasons justify a deviation in this point.

14.2. 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.

15. Additional occupation

15.1. 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.

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

15.3. The lecturer has to judge him/herself whether a planned additional occupation will be in conformity with 15.1. and 15.2.

15.4. 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.

16. Special rights and duties

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

16.2. 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.

16.3. 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.

16.4. 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.

17. 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.

18. Social insurance

18.1. 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).

18.2. 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 (also by way of setoff).

19. 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 Pensionskassen AG according to the collective agreement and the respective works agreement (as amended).

20. Termination of contract

20.1. This contract is terminated by lapse of time according to 3.1.

20.2. This contract can be terminated preterm for cause, if the continuing professional education is not performed. The termination has immediate effect.

21. Forfeiture

21.1. 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.

21.2. Any other claims than those mentioned in 21.1. 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.

21.3. If the employee acts according to 21.1 and 21.2, 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.

21.4. 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.

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

22. Written form

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

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

23. Collective agreements applicable to this agreement

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

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

23.3. All provisions mentioned in 23.1 and 23.2 can be consulted in the personnel department as well as in all locations of the „Fakultäten Servicestelle“ Monday to Thursday between 8-12 a.m. and 1-4 p.m. as well as Friday 8-11 a.m.

24. Subsidiary application of other laws

24.1. 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.

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

25. Final provisions

25.1. 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.

25.2. 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.

For the employer:

.....

Ass.-Prof. Mag. Dr. Wolfgang Meixner

Vice Rector for Personnel

Innsbruck,..... (date)

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

Lecturer:

.....

Contract number: XXXXX

"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."

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

To:

Contract number:, "Lecturer – continuing professional education" 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 one month after termination of the employment according to 3.1. in case of lectures taught in a block and one month after holding the lecture in case of employment per semester, to the manager of the continuing professional education or his representative. 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 continuing professional education, date