

EMPLOYMENT CONTRACT (ARBEITSVERTRAG)

1. Contracting parties

WU Vienna University of Economics and Business, Augasse 2-6, 1090 Vienna, hereinafter referred to as the **Employer**

and, ..., date of birth ..., resident of ..., hereinafter referred to as the **Employee**.

2. Commencement and duration of employment period

The employment period shall begin on ... and terminate on

3. Place of work and business travel

3.1 Place of work is Vienna. If required, courses shall also be held outside of Vienna.

3.2. The Employee shall travel on University business on behalf of the Employer.

4. Job Title and Description

4.1 Category: Lecturer (Degree Program)

Job description: The Employee shall prepare and conduct the following courses:

- (hrs.)
- (hrs.)

Furthermore, the Employee shall also provide participants of the above named courses with the required support associated with the courses, conduct examinations (if necessary also up to three months after expiration of the term of employment stipulated in 2, on a maximum of two days, to be agreed upon with the Head of the respective organizational unit), participate in evaluation measures and perform all required administrative duties associated with the above named courses.

4.2 The Employee shall perform all services relevant to this employment position as required and instructed by his/her supervisor.

4.3 The Employee shall initially be allocated to the Institute for This allocation is subject to change for organizational reasons or other substantive reasons.

5. Extent of employment

5.1. The extent of employment shall encompass a total of ... hours/week. This corresponds to a teaching load of ... weekly semester hours.

5.2. The Employee is also obligated to perform additional work-related duties to the maximum extent stipulated by law and in the relevant collective bargaining agreements, if said activities are required for the performance of the duties agreed upon. The maximum limits for working time as stipulated in § 31 of the Collective Bargaining Agreement for University Employees (*Kollektivvertrag für die Arbeitnehmer/innen der Universitäten, KV*) apply.

5.3. Overtime shall be compensated as time off in a 1:1 ration.

6. Remuneration

6.1. On the basis of his/her duties, the Employee shall be remunerated in accordance with salary group B 2 as stipulated in the Collective Bargaining Agreement for University Employees. This currently results in a monthly gross salary in the amount of € ...

6.2. The salary which the Employee is entitled to in accordance with the classification pursuant to item 6.1 shall be paid out in six monthly payments. In addition, the Employee shall be entitled to two special payments (*Sonderzahlungen*), each equaling 50% of the monthly salary. An aliquot part of the special payments shall be paid in the event that the employment relationship is terminated before expiration of the term specified in 2.

6.3. The monthly salary pursuant to item 6.1 shall be paid out on the 15th of each calendar month for the current month. The special payment due for the first quarter shall be paid on the 15th of March, the special payment for the second quarter on the 15th of June, the special payment for the third quarter on the 15th of September and the special payment for the fourth quarter on the 15th of November. If the 15th of the month in question is not a business day, payment shall be made on the preceding business day. Premature termination of the employment relationship has no effect on the payment date of special payments.

6.4. The Employee shall open a current account with a bank within the EU, into which the Employer can deposit the salary stipulated in 6.1 and all other payments associated with the employment relationship directly and with debt discharging effect. Payments shall be deposited into the following bank account: bank routing code (BLZ), account no.....

7. Vacation time

7.1. The Employer is entitled to 25 work days of vacation leave per year. In the first six months of employment, the Employee is entitled to an aliquot part of vacation leave in accordance with the period already worked.

7.2 Considering the Employer's obligations to its students, vacation time shall principally be taken only during university holidays. Vacation time must be taken.

8. Absence

8.1. In the event that the Employee is incapacitated or otherwise prevented from performing his/her duties due to illness or injury, the Employee must notify the Employer immediately, otherwise the Employee shall lose his/her claim to continued remuneration. In the case of an incapacitation due to illness or injury lasting three or more calendar days, the Employee shall provide written confirmation from a physician licensed by the statutory health insurance provider (*Vertragsarzt*) or from a public health officer (*Amtsarzt*). The Employer may also request confirmation from a physician earlier.

8.2 In the event that classes stipulated in 4.1 and remunerated in the salary stipulated in 6.1 are not held for reasons beyond the Employee's control (e.g. illness, compassionate leave, etc.), then the Employee shall make up for the lost classroom time by the end of the semester (or the term of employment pursuant to 2) at the latest. Overtime worked as a result shall be compensated according to time actually worked, if this overtime has been approved by the Head of the respective organizational unit.

8.3 In the event that classes stipulated in 4.1 are not held (or held only in part) for reasons attributable to the Employer or because attendance is below the prescribed minimum no. of students, then the Employee is entitled to appropriate remuneration only for preparation time (and any classes actually held).

8.4. Any intended cancellation of a course shall be reported to the Vice Rector for Academic Programs and Student Affairs.

9. Special rights and obligations

Any and all business matters and information that become known or made available to the Employee in the course of fulfilling his/her duties shall be kept strictly confidential. This obligation shall also apply after termination of the contractual relationship.

10. Communications

The Employee should restrict the use of IT and telecommunications services, software and equipment mainly to professional purposes. Private use is permitted to a limited extent, as long as said use is not abusive, does not damage the reputation of WU Vienna University of Economics and Business, does not hinder regular operations and/or does not endanger the security and performance of the infrastructure. The Employee shall comply with all existing internal WU regulations for use and/or any applicable regulations specific to his/her particular position. The right to private use can be revoked at any time, particularly if the Employee does not comply with the conditions for use stated above.

11. Rights of use

11.1 The Employee shall permanently transfer the exclusive usage rights to all works created by him/her at the request of the Employer. The Employer reserves the right to transfer rights of usage to third parties. The transfer of rights of usage is included in the agreed remuneration.

In all other cases the provisions of the Austrian Copyright Law (*Urheberrechtsgesetz, UrhG*) apply.

11.2 The Employee confirms that any and all materials presented, copied, distributed or published in any way during the teaching of his/her course is his/her own intellectual property and that this use does not in any way violate the rights of any third party. The Employee shall indemnify and hold harmless the Employer in the event of any claims for damages made against the Employer based on this use.

12. Institutional retirement fund

APK-Vorsorgekasse AG, 1031 Vienna, Thomas Klestil Platz 1.

13. Social insurance

The Employee is subject to the health insurance provision pursuant to the Act on Health and Accident Insurance for Civil Servants (*Beamten- Kranken- und Unfallversicherungsgesetz*) and shall therefore be insured with the Versicherungsanstalt Öffentlich Bediensteter (BVA).

The General Social Insurance Act (*Allgemeinen Sozialversicherungsgesetz*) applies to compulsory retirement insurance.

14. Other applicable regulations

14.1 This employment relationship is subject to the labor law provisions of the Universities Act (*Universitätsgesetz, UG*) 2002, and thus to the provisions of the Salaried Employees Act (*Angestelltengesetz, AngG*) as amended.

14.2 The collective legal arrangements applicable to this employment relationship are as follows:

- Collective Bargaining Agreement for University Employees (*Kollektivvertrag für die Arbeitnehmer/innen der Universitäten, KV*) and
- WU Operational Agreements (*Betriebsvereinbarungen*)

and are available for viewing in their currently valid versions in the office of the Personnel Office or online under www.wu.ac.at.

15. Other provisions

15.1 The Employee shall report any permanent or temporary change in his/her personal data and/or residential or shipping address to the Employer in writing and without delay. Service of documents by the Employer to the Employee's last known address is legally valid.

15.2 This Contract has been prepared in German and English. In case of disputes and questions of interpretation arising from this Agreement, the German version shall prevail.

16. Form requirement

Amendments to this Employment Contract must be made in writing to take effect. Amendments made by the Employer can be made only by the Vice Rector for Academic Programs and Student Affairs or by a person authorized in writing by the Vice Rector for Academic Programs and Student Affairs. The departure from the written form requirement shall also be made in writing.

Vienna, on

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Employee

On behalf of the Employer