

FREELANCE SERVICE CONTRACT (FREIER DIENSTVERTRAG) FOR TEACHING SERVICES pursuant to § 100 (3) to (5) of the Universities Act 2002 (Universitätsgesetz 2002)

WU Vienna University of Economics and Business, Augasse 2–6, 1090 Vienna, hereinafter referred to as the **Employer**, and **Mr./Mrs.** , born on , of , social security number , hereinafter referred to as the **Freelance Employee**, conclude a freelance service contract as follows:

§ 1 Subject matter of the contract

The Freelance Employee shall perform the following service(s):

Teaching the course(s):

The service agreed on shall also include preparing the course, providing support to the students during the course, conducting examinations on the course, participating in evaluation measures and performing all required administrative duties associated with the teaching assignment (e.g. describing the course in the detailed course catalog). Examinations shall be held not later than three months after the end of the course(s) on a maximum of two days to be made known to the head of the relevant organizational unit by the Freelance Employee.

The assignment shall be performed for ... (*organizational unit*).

The Employer shall provide the general work equipment (rooms and technical appliances for teaching) required for the teaching services agreed on. The Freelance Employee shall provide the materials necessary for preparing and holding the course (overhead sheets, course materials, image and sound recording carriers, data processing programs etc.). The Freelance Employee shall bear the costs of providing the necessary materials.

§ 2 Performance and scope of service

The freelance employment period shall commence on and end on .

During this period, the courses agreed on pursuant to § 1 shall be held. The teaching assignment shall encompass a total of semester hours. One semester hour means a teaching load of 11.25 hours (45 minutes multiplied by 15 weeks).

The times of the courses taught shall be within the duration of the Freelance Employee's contract and shall be made known to the head of the relevant organizational unit. Any instructions by the Employer relating to the time and place of a course shall exclusively serve to organize teaching to ensure that students can take part in the course. In all other respects, the Freelance Employee shall be free to decide where to perform his/her services.

Teaching shall not be subject to any instructions or control with regard to the content of or didactic approach applied in courses. It shall be the Freelance Employee's responsibility to decide on how to impart knowledge and skills.

In principle, the Freelance Employee shall personally perform his/her services. Replacement shall be permitted only in exceptional cases and shall be made known to the Employer. The Employer may at any time refuse to accept replacement by a person who is not sufficiently qualified.

If the Freelance Employee is incapacitated from fully performing the duties specified in § 2 for personal reasons, the Freelance Employee shall subsequently perform the duties by the end of the contract. No separate remuneration shall be due in that event.

If the duties that were not performed cannot be performed subsequently, the total hours of teaching (semester hours) shall be reduced accordingly.

§ 3 Remuneration

The remuneration agreed on shall amount to €... per month (gross).

The remuneration shall be paid in six equal monthly installments after allowing for any deductions that the Employer is required by law to withhold and after signing and returning a copy of this contract.

The remuneration shall be transferred to the Freelance Employee's account¹ no. _____, bank code _____, IBAN/BIC _____.

Income earned from services as a course teacher as agreed on shall be treated as income from employment under tax law and as such shall be subject to income tax.

§ 4 Social insurance

The Employer shall register the Freelance Employee with the Wiener Gebietskrankenkasse (the Vienna regional health insurance agency) pursuant to the provisions of the General Social Insurance Act (*Allgemeines Sozialversicherungsgesetz*), starting from the commencement of employment.

If the remuneration is below the threshold of marginal part-time employment under social insurance law, the freelance service contract shall be subject to accident insurance only. If the threshold is exceeded, the freelance service contract shall be subject to full insurance pursuant to the provisions of the General Social Insurance Act.

§ 5 Termination

Both contracting parties shall have the right to terminate the employment relationship with effect as of the end of a month after a 14-day period of notice.

Courses, in particular elective courses, shall be commenced only if after expiry of the registration period at least 10 students have registered for the course. If, in spite of the low number of students, the course teacher nevertheless intends to hold his/her course, the course teacher shall submit reasons in writing to the Vice-Rector for Academic Programs and Student Affairs, and the Vice-Rector shall approve such a course. Courses of doctoral or PhD programs shall be excluded from the minimum number requirement. If the number of students who registered for a course falls below 10 after the registration period, the Employer shall be entitled to amend or terminate the contract.

§ 6 Institutional retirement fund

APK Vorsorgekasse AG, Thomas-Klestil-Platz 1, 1030 Vienna

§ 7 Confidentiality

Any and all information provided or made available to the Freelance Employee during the performance of his/her services, which would not have been otherwise accessible in the course of normal university operations, shall be kept strictly confidential.

¹ If a transfer is to be made to a third country (outside the EU), the fees are split between the Employer and the Freelance Employee.

Compliance with all provisions of the Austrian Data Protection Act (*Datenschutzgesetz*) shall be compulsory.

§ 8 Intellectual property

The Freelance Employee confirms that any and all materials presented, copied, distributed and/or published in any other 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 Freelance Employee shall indemnify and hold harmless the Employer in the event of any claims by third parties made against the Employer based on the violation of rights due to such use.

The Freelance Employee shall permanently transfer to the Employer the exclusive usage rights to all works created by him/her at the request of the Employer. The Employer shall have the right to transfer rights of usage. The transfer of such rights shall be included in the agreed remuneration.

In all other respects, the provisions of the Copyright Law (*Urheberrechtsgesetz*) shall apply.

§ 9 Notification obligations of the Freelance Employee

The Freelance Employee shall notify the Employer immediately of any change in his/her personal details and/or residential or mailing address. In addition, the Freelance Employee shall also provide the Employer with his/her valid e-mail address.

§ 10 Forfeiture of claims

Claims resulting from this employment relationship shall be asserted by court action within a period of six months after the claim arises, otherwise such claims shall be forfeited.

§ 11 Requirement of written form

Any amendment, addition to or termination of this contract shall be in writing to be effective. Oral agreements made before, during or after the conclusion of the contract shall in no way be legally effective. The place of jurisdiction shall be Vienna.

Vienna,

Vienna,

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Freelance Employee

For the Employer