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| **Freelance Service Contract (*FREIER DIENSTVERTRAG*) FOR teaching services AT THE INternational TEACHING PROGRAM pursuant to § 100 (3) to (5) of the Universities Act 2002 (*Universitätsgesetz 2002*)**  |

WU Vienna University of Economics and Business, Welthandelsplatz 1, 1020 Vienna, hereinafter referred to as the **Employer**, and First Name – Last Name, born on Month Day, Year, 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)/module(s): Course Title

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 on the last day of the course. The duties of the Freelance Employee shall also include the responsibility to submit the grades earned by the students to the appropriate program manager at the International Office.

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

The Employer shall provide the general work equipment (rooms and technical appliances for teaching) as well as printouts up to the amount communicated required for the teaching services agreed on. Beyond the work equipment mentioned above, the Freelance Employee shall provide the materials necessary for preparing and holding the course (slides and presentations, additional course materials, image and sound recording carriers, data processing programs etc.) and shall bear the costs of providing these materials.

### § 2 Performance and scope of service

The freelance employment period shall commence on October 1, 2025 and end on January 30, 2026.

During this period, the courses agreed on pursuant to § 1 shall be held. The teaching assignment shall encompass a total of 30 teaching units á 45 min.

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.

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 total remuneration agreed on shall amount to €1,200.00 (gross).

The remuneration shall be paid 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

account[[1]](#footnote-1) no.: ,

IBAN:,

BIC/Swiftcode:.

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 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, Eisenbahnen und Bergbau (BVAEB).

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. In any case the freelance employment relationship ends on the date indicated in §2.

**§ 6 Institutional retirement fund**

APK Vorsorgekasse AG, 1030 Vienna, Thomas-Klestil-Platz 13

### § 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.

The Employee is also obligated to comply with the applicable data protection laws and, in particular, to maintain data confidentiality, as specified in the enclosed “Declaration of compliance by WU employees with the obligation to maintain the confidentiality of data pursuant to the Data Protection Act (Datenschutzgesetz, DSG) and not to disclose confidential data”.

**§ 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.

Place, Date Vienna,

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(Name and Signature of the Freelance Employee) Lukas Hefner,
Head of the International Office

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. [↑](#footnote-ref-1)