

**REQUEST FOR CONCLUDING A WORK CONTRACT OR REMUNERATION CONTRACT (INCL. GUEST LECTURE)**

Applicant: Surname, First Name: \_\_\_\_\_  
Function: \_\_\_\_\_

**1 CONTRACTUAL SERVICE**

**1.1 SUBJECT OF THE CONTRACTUAL SERVICE**

This contract refers to

- Production/modification of an object/a work or the fulfilment of a determinable work outcome (work contract)
- Lecture or teaching (remuneration contract)
- Guest lecture (special type of remuneration contract)

Precise description of the contractual service (what type of service, work etc. that must be accomplished autonomously or handed over. Translations e.g., title of article, authors, name of the journal to be elected for publication etc. For guest lectures: topic of the lecture):

Execution of the contractual service in the time from – to /on \_\_\_\_\_

**1.2 JUSTIFICATION OF THE NECESSITY OF THIS CONTRACT**

**1.2.1 Essential necessity of the outwards placement**

*Not required for guest lectures*

The present staff cannot carry out the contractual service because

**1.2.2 Justification for the selection of the contractor mentioned in item 2**

*Only required if the lump sum is more than 1000 Euros*

Explication of the exclusivity (why this contractual service can only be performed by this person and no one else): There are compelling reasons for choosing this contractor, i.e., after a comprehensive, thorough, and up to date market research only this contractor is able to execute the task) OR submittal of three comparative offers OR specific justification for the guest lecture if appropriate

The guest lecturer is a renowned specialist of the subject concerned and is therefore – also in combination with present research, publications etc. - the exclusive expert to give the guest lecture in this form and timeliness at the present time.

**1.3 BOOKING**

- Cost unit: \_\_\_\_\_
- WBS element: \_\_\_\_\_

## 2 CONTRACTOR

### 2.1 GENERAL DATA

Mr  Mrs

Surname, first name: \_\_\_\_\_

Date of birth: \_\_\_\_\_

ZIP, City: \_\_\_\_\_

Email: \_\_\_\_\_

Place of birth: \_\_\_\_\_

Street, house no.: \_\_\_\_\_

### 2.2 DETAILS ON PRESENT EMPLOYMENT

Employment/teaching assignment at Trier University: Yes No

If yes:

What kind of employment (e.g., graduate assistant, teaching assignment): \_\_\_\_\_  
indicate contract hours \_\_\_\_\_

In case of teaching assignment:

Is this contract related to a teaching assignment: Yes No

The hours of all orders do not exceed 156 hours in this semester: Yes No

Completion of a work contract or fee contract (Including guest lecture) constitutes a secondary employment. I confirm that the relevant approval for such an employment has been granted/requested.

In case I am not citizen of the EU/EEA or Switzerland, I expressly declare that I will not be self-employed for more than 90 days during the 12 months from the beginning of the above contractual performance.

### 2.3 QUESTIONS AS TO SOCIAL INSURANCE / SELF-EMPLOYED ACTIVITY

The contractual performance could principally be achieved within the frame of dependent employment, of entrepreneurial activity or free-lance performance other than business activity. Therefore, the following questions should be answered for differentiation purposes.

I provide the contractual service as a self-employed person on non-entrepreneurial basis - <b>Complete this column only</b>		I provide the contractual services autonomously as business activity, this also refers to small businesses. <b>Complete this column only</b>	
For evidence that this does not concern an occupation subject to social insurance contributions as per § 7, subsec. 1 Social Code IV, the following items are confirmed		Tax Number: _____ (declare at all times)	
• I employ other employees with the autonomous activity (apart from family members)	<input type="checkbox"/> Yes <input type="checkbox"/> No	VAT-ID: _____ (if existent)	
• I work regularly and essentially (5/6) only for Trier University	<input type="checkbox"/> Yes <input type="checkbox"/> No	Tax exemption: <input type="checkbox"/> Yes <input type="checkbox"/> No	
• Within the employment contract, I perform work services typical of employees, am subject to the instructions of Trier University, and integrated in their work organization.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<u>If yes:</u> Tax exemption due to:	
• This particularly applies: When providing the contractual service, I am bound to certain work hours and to the workplace "Trier University". When providing the contractual service, I am given instructions concerning the manner in which the work is to be performed. I am not solely responsible for the work assigned to me. The activity I perform within the frame of the contract corresponds to the activity I carried out for Trier University during a previous employment.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Small Business Law <input type="checkbox"/> § 4 UStG Nr. _____ <input type="checkbox"/> Other reason: _____	
<b>IMPORTANT:</b> If the above cannot be excluded, this constitutes employment subject to social insurance contribution; the execution of a work contract or remuneration contract is not admissible.		a) I provide the service within the frame of my main business activity <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Agriculture and Forestry <input type="checkbox"/> Trade <input type="checkbox"/> Free-lance	
		b) I provide the service within the frame of my secondary business activity. <input type="checkbox"/> Yes <input type="checkbox"/> No	
		The official business location is	
		<input type="checkbox"/> Domestic territory (Germany) <input type="checkbox"/> Abroad: _____	
		The bank account details mentioned in 2.4 is the business account: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

## 2.4 REMUNERATION CALCULATION

The calculation of the lump sum (mentioned under 3 DECLARATIONS OF THE CONTRACTOR) is as follows - this represents an offer in case of commercial contractors

Remuneration .... hrs at .... €: \_\_\_\_\_  
Travel expenses: \_\_\_\_\_  
Others: \_\_\_\_\_  
TOTAL NET/without tax: \_\_\_\_\_  
Tax (in case of commercial contractors) \_\_\_\_\_  
TOTAL GROSS: \_\_\_\_\_

## 2.5 BANK ACCOUNT DETAILS (PLEASE COMPLETE CAREFULLY)

**Important** For bank accounts outside the SEPA area: Additional details are required such as Account no. / Routing no. and SWIFT code! If need be, name and address of the bank.

IBAN \_\_\_\_\_ BIC: \_\_\_\_\_  
ACCOUNT/ROUTING NO. \_\_\_\_\_  
Name and address of the bank: \_\_\_\_\_  
If necessary additional information: \_\_\_\_\_

Alternatively, for bank accounts outside the SEPA space **and** in cases with a justified exception ONLY

- I request the issuance of a cashier's cheque (if this box is ticked, both boxes below must always be filled out), because:
- Bank account is located outside the SEPA space and
  - The following justified exception exists: \_\_\_\_\_

**Attention:** The avoidance of bank charges by the contractor does not represent a justified exception!

## 2.6 DECLARATION BY THE CONTRACTOR

I know that this contract does not establish a work employment. I expressly confirm that the details in item 2 are correct and that I have taken note of items 1-7 of the Explanatory Note of Trier University referring to the conclusion of work contracts. I have taken note that I am responsible for the proper taxation of the remuneration.

\_\_\_\_\_ (place), \_\_\_\_\_ (date) \_\_\_\_\_ (signature)

### 3 REMUNERATION AND DECLARATIONS OF THE APPLICANT

#### 3.1 REMUNERATION AND REFUND OF EXPENSES

For the service delivered the contractor receives the following:

**Lump sum:** \_\_\_\_\_ € (please state the sum the contractor shall receive = maximum amount as stated under 2.4 Remuneration Calculation)

The above amount covers the payment of the delivered services and any expenses incurred by the contractor in the course of carrying out the service, e.g., travel expenses and material cost.

##### 3.1.1 Payments on account

**Attention:** only in justified exceptional cases

Following payments on account are agreed upon: \_\_\_\_\_ €, because: \_\_\_\_\_

#### 3.2 DECLARATION OF THE APPLICANT:

It is hereby confirmed that the details are correct, and that note has been taken of items 1-6. Also, it is confirmed that the calculation as stated under 2.4. is accepted. I am aware of the content of the Explanatory Note on the conclusion of work contracts issued by Trier University.

Trier, \_\_\_\_\_ (date)

\_\_\_\_\_ (signature)

### 4 CONCLUSION OF THE CONTRACT

After final examination, the contract with the applied content becomes effective by a corresponding separate mail of Department III or by an order mail of the Department I.

### 5 DECLARATION AFTER DELIVERY OF SERVICE

The service(s) agreed in the application (Demand no.: \_\_\_\_\_ / Order no.: 45 \_\_\_\_\_) was/were duly delivered.

The agreed remuneration amounting to \_\_\_\_\_

A partial payment of \_\_\_\_\_

Is to be transferred to the above account of the contractor.

was paid by cashier's cheque

**Only in case of a commercial contractor:**

An invoice signed ("Factually and mathematically accurate") of the contractor is enclosed with this declaration.

Trier, \_\_\_\_\_ (date)

\_\_\_\_\_ (signature)

Factually and mathematically accurate

### 6 COMPLETION BY THE ADMINISTRATION

#### 1 Artists' Social Welfare Fund

Yes

Enrolled in list

Copy on file - Dept. III/SG 4

no

#### 2 Tax ID: \_\_\_\_\_

#### 3 Transaction Reporting Regulation

Yes

No

## 7 GENERAL CONDITIONS

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### 7.1 USE OF RESOURCES OF THE UNIVERSITY

Principally university equipment, devices or auxiliary means are not available. The work performance must be carried out independently employing own working appliances and own professional knowledge. The contractor assumes exclusively the entrepreneurial risk for a successful work outcome.

For lectures within the frame of work contracts, the University provides the guest lecturer with the necessary rooms including presentation means (projector, beamer etc.). The University does not owe further cooperative services. The guest lecturer supplies texts required for the lecture on his account and risk. The guest lecturer is especially responsible for observing the copyright and right of use of the teaching material utilized.

### 7.2 PERSONAL PERFORMANCE

The contractor is obliged to perform the service personally. If he makes use of the support of third parties, it will be in his own name and on his own account. In case of teaching performances, approval by the client is required.

The contractor is at any time solely answerable to the client as far as the conformance of his obligations is concerned. This contract does not constitute any obligations of the client towards third parties. The contractor expressly indemnifies the client from any claim by third parties.

### 7.3 TAXATION AND SOCIAL INSURANCE

This contract does not establish an employment between client and contractor.

It is the sole responsibility of the contractor to comply with his tax and social insurance obligations arising out of this contract.

The client does not execute the payment of tax for the remuneration. The contractor must report the income arising out of this contract to his governing tax authority. The Ordinance on Notification to the Tax Authority by other authorities and broadcasting companies of public law, dated 23. September 2021 (BGBl. I S. 4386), last amended by article 58 of 23 December 2003 (Federal Law Gazette, I, p. 2848), stipulates that the client has to inform the contractor's tax office of the payment. The authority obliged to notify, that is the client, must inform the contractor about this obligation (cf. § 11 of the Ordinance). Herewith we have informed you about this requirement.

The contractor is also obliged to notify other authorities (e.g., social insurance for artists) about the revenue from this contract.

In case of a work contract, the guest lecturer takes note that he, as independent teacher or instructor, may be subject to the legal pension scheme as per § 2 No. 1 Social Security Code VI. The contractor assumes the responsibility to notify the competent pension insurance carrier.

### 7.4 CONFIDENTIALITY/DATA PROTECTION

The contractor engages himself to keep secret any personal data or university internal affairs disclosed to him while executing the contract. This applies also to the time after the termination of the contract. The General Data Protection Regulation (of 25/05/2018) and the Data Protection Law of the Land Rheinland-Pfalz must be observed.

### 7.5 LIABILITY

The contractor is liable to the client for damages resulting from defective or late delivery of his service. In individual case, the client reserves the right to ask for the evidence of a liability insurance.

The client does not assume responsibility for damages sustained by the contractor during his activity and for which the client is not responsible.

### 7.6 PROPERTY RIGHTS

The contractor engages himself to deliver the contractual service/work free from any property rights. He assures that the work is exclusively his intellectual property, and he shall indemnify the client from any copyright claims of third parties.

The client is entitled to demand the issue or publication of the work (complete or in parts). Oral ancillary arrangements are not agreed.. Modifications or supplements to the contract as well as declarations pertaining to drafting of the contract need written form to become effective.

The Contractor shall transfer to the Client an unrestricted, exclusive, irrevocable, transferable, spatially and temporally unlimited and sub-licensable right of use to the results and all partial results of this order. The Client is entitled to transfer the right of use to third parties or to grant them rights of use. The contractor warrants that he/she is entitled to dispose of all texts, images, sketches, photographs, graphics, drawings, caricatures, illustrations and the like used by him/her and to grant the rights specified in this contract to the client. The Contractor warrants that no rights of third parties are infringed by this measure. Insofar as persons are recognisably depicted in photographs, they must obtain their written consent to the use of the photograph, in particular for publication on the internet/intranet. The Contractor shall indemnify the Client against all claims by third parties that may be asserted in connection with the exercise of the rights transferred."

### 7.7 FURTHER LEGAL PROVISIONS

The contract and legal relationship are subject to German law.

For disputes pertaining to this contract, the competent court shall be the place of fulfilment of the disputable obligation. If the lecturer has not established or left his residence in Germany, place of jurisdiction shall be Trier.

In the event that any provision of this contract becomes void, the remaining provisions shall continue in full force and effect.

Either party can terminate the contractual relationship for important reasons.

The contractual relationship ends without notice if the contractor's permission to perform a gainful occupation expires according to the