

The present Terms and Conditions are available in English for non-German-speaking contractors. In the event of conflicts, ambiguities, doubts or the like the German version shall prevail.

**Terms and Conditions for Teaching Assignments
of FH JOANNEUM Gesellschaft mbH
("Course-Providing Body")**

1. The teaching assignment shall be carried out in accordance with the aims and guiding principles specified for University of Applied Sciences, in accordance with the approved application for accreditation/application for certificate university of applied sciences programmes for further education and the relevant official notification (including but not limited to the curriculum) and in compliance with the applicable legal and academic regulations and standards such as the statute acc. to Section 10 (3) (10) of the University of Applied Sciences Studies Act (FHG) including the Study and Examination Regulations and other relevant resolutions of the University of Applied Sciences Board and factual instructions from the Course-Providing Body or the head of degree programme/ certificate programme. Apart from that, the relevant general regulations of the Course-Providing Body such as the House Rules, Fire Safety Regulations, IT Regulations, Parking Regulations and Data Protection Regulations etc. must be observed.
2. The Lecturer shall be autonomous in carrying out the teaching assignment in accordance with Section 8 (3) (5) FHG. She/He shall not be subject to instructions, especially with regard to scientific contents and methods used within the meaning of Section 3 (2) (1) FHG.
3. The Lecturer's obligations shall include but not be limited to preparing, following up and delivering the course including checking attendance, holding (retake) examinations (including final examinations according to Section 16 FHG), correcting and marking examinations and written work and granting inspection of examination records. After marking by the Lecturer, the students' exam papers shall be passed to the office of the relevant FH degree/certificate programme for archiving purposes. Furthermore, the Lecturer is obliged to draft a course concept prior to commencement of the course and to write a course documentation within three weeks of the end of the course. The Lecturer's tasks shall also include supervising Bachelor's, Diploma and Master's theses, answering requests by the Course-Providing Body, the head of degree programme/certificate programme and students (e.g. consultation hours) in due time, entry of grades into JOANNEUMonline and participating in a maximum of two faculty meetings per semester and participating in lecturer seminars and similar events.
4. The obligation of the Lecturer shall also include participating in the evaluation of her/his courses. A positive evaluation result shall be an essential prerequisite for re-appointment as a Lecturer.
5. The service shall be provided according to the principle of personal independence. The Lecturer shall, in particular, be free to choose the time and place of service provision. The nature of the service to be provided may however require other arrangements in terms of time and place. Thus the Lecturer shall be free to plan the schedule and venue of her/his courses in consultation with the relevant head of degree/certificate programme, taking into consideration educational principles as well as operational and organisational conditions, especially according to point 1.

6. The Lecturer is obliged to conduct the course as a face-to-face course and/or via e-learning at the discretion of the Course-providing body. The Lecturer shall use the e-learning infrastructure and communication systems (e.g. Moodle, JOANNEUMonline, Teams, ...) chosen by the Course-providing body. The Lecturer shall provide the telephone/Internet access required for this purpose on his/her side, the spatial/technical requirements on his/her side (hardware and software, electricity, office/study room or corresponding location incl. equipment, ...) etc. at his/her own expense, which shall be fully covered by the flat-rate fee and shall not be provided by the Course-providing body.
7. If the Lecturer works in a patient-oriented area, he/she has the vaccination status specified by the study programme/certificate programme and provides respective proof before starting the teaching assignment, as demanded by the Course-Providing Body or at appropriate institutions such as hospitals. The status is to be established or perpetuated at his/her expense. Any violation of this point shall entitle the Course-Providing Body to immediately terminate the Contract according to point 18.
8. Lecturers have a right of substitution according to Section 7 (3) FHG. If the Lecturer is unable to provide the contractual service she/he must provide a substitute and may use assistants at her/his own cost and risk. The Lecturer shall in this case inform the head of degree/certificate programme in advance, indicating the name of the substitute.
9. The present teaching assignment is exempt from VAT pursuant to Section 6 (1) (11) (b) of the Austrian Turnover Tax Act (UStG). The Lecturer shall thus not be entitled to charge value-added tax.
10. The Lecturer shall present her/his invoice upon completion of her/his teaching assignment, indicating in particular the dates of the units invoiced. However, the Course-Providing Body will make advance payments to the Lecturer prior to the final invoice based on the total fee agreed. All services provided and rights granted under the teaching assignment are considered included in the fee.
11. If the course relating to the teaching assignment is cancelled or does not take place (e.g. in case of insufficient numbers) there is no entitlement to a fee or the reimbursement of expenses, etc. and the lecturer cannot derive any claims from this. Furthermore the Lecturer shall not be entitled to receive any payment for units not held for any reason whatsoever. This applies in both cases regardless of the reason for the cancellation, the not taking place or the not holding. Any surpluses, especially those resulting from payments on account, are to be repaid by the lecturer.
12. The contracting parties do not intend to enter into a regular employment relationship under civil or labour law. Collective agreement or other labour law provisions, including but not limited to continued payment of remuneration in the event of sickness, holiday leave, nursing leave, special allowances or benefits etc. shall not apply. The Contract shall be strictly interpreted under these aspects.
13. The Lecturer grants the Course-Providing Body an unlimited non-exclusive licence to use all teaching, learning and working materials prepared and/or employed by her/him. Such use shall be taken to include any use required for the due delivery, administration and documentation of the course (including but not limited to quality management, copies for students, archiving, provision on e-learning platforms etc.). In addition, they may be edited, reproduced, distributed, presented and made available by the Course-Providing Body for general teaching purposes. The Lecturer warrants that her/his use of the teaching, learning and working materials does not violate any

third-party rights (including but not limited to copyrights and associated exploitation rights). This shall apply mutatis mutandis to devices and experimental facilities, multimedia tools and other media used in the course.

14. The Lecturer shall not be entitled to (reduced-rate) parking on the premises of the Course-Providing Body.
15. The Lecturer confirms that she/he has a main occupation to earn her/his living and expressly declares that she/he is in gainful employment subject to full social insurance or retired according to Section 7 (2) (3) FHG; this teaching assignment is therefore carried out on a part-time basis.
16. It will be examined whether the teaching assignment is subject to social insurance contributions. If this is the case, the Course-Providing Body will register the Lecturer with the competent social security institution (usually for a period of 6 months) and will withhold and remit all social insurance contributions payable by the employee and the employer. If the Lecturer is subject to wage tax, the Course-Providing Body will withhold the wage tax on a pro rata basis and remit it to the competent tax authority.
17. The Lecturer is obliged to preserve confidentiality and ensure data protection according to the Data Protection Act (DSG). This shall apply in particular to confidential information such as business and trade secrets as well as (personal) data which are disclosed to her/him in the course of her/his activity for the Course Providing Body by the latter or a third party or which otherwise become known to her/him. She/He shall be obliged to use data/information only for the performance of the contract and observe the statutory data protection provisions applicable to the Course-Providing Body including its relevant internal regulations and instructions. The Lecturer will upon request provide evidence of such compliance and demonstrate that she/he has taken appropriate measures. Any violation of this point shall entitle the Course-Providing Body to immediately terminate the Contract according to point 18 and to assert claims for damages and may have consequences under criminal law.
18. Serious circumstances which make fulfilment of the teaching assignment unacceptable shall allow the party concerned to terminate the Contract with immediate effect.
19. Changes to this Contract shall be made in writing. Any changes and amendments to this Contract shall require the express written consent of both parties to be valid.
20. The Contract shall be governed by Austrian law, excluding its conflict of law rules. The exclusive place of jurisdiction for any disputes arising from this Contract shall be Graz.
21. In the event of an epidemic or pandemic, the Course-Providing Body is entitled to take the measures necessary to protect people and to prevent spread. For example, in the case of courses and examinations which, despite an epidemic / pandemic, have to be carried out in attendance due to factual and professional considerations, the submission of suitable evidence of non-infectivity can be requested from the lecturer. Furthermore, the wearing of protective masks and any other hygiene and protective measures can be made mandatory.