

**Only the German version of the Contract is legally binding while the English translation is provided solely for information purposes**



## **Contract**

Philipps-Universität Marburg, Biegenstraße 10, 35037 Marburg, represented by its President, Department / Institution:

Address:

Project Manager:<sup>1</sup>

as Contracting Authority <sup>2</sup>

**and**

Ms. / Mr. / Company:

Address:

as Contractor

have concluded the following agreement:

### **§ 1 Subject matter of the agreement**

The Contractor will provide the following service or activity for the Contracting Authority:

The work is to be handed over by / The activity is to be performed on

Shall the overall performance be provided in several different sections?  
(Partial services can only be defined within the scope of the production of a work)

Yes     No

The following will be provided as partial services:

- a) \_\_\_\_\_ by \_\_\_\_\_
- b) \_\_\_\_\_ by \_\_\_\_\_
- c) \_\_\_\_\_ by \_\_\_\_\_

### **§ 2 Remuneration**

(1) A fixed price has been agreed for the service/activity described in § 1 in the amount of \_\_\_\_\_ EUR (gross).<sup>3</sup>

Financing is charged to the cost center/fund:<sup>4</sup>

(1a) In accordance with the agreed partial deliveries, the following advance payments will be made:

for § 1 a)                      EUR    for § 1 b)                      EUR    for § 1 c)                      EUR

(2) This remuneration includes all expenditures incurred in connection with the provision of the service/activity (e.g., ancillary costs, expenses, travel costs, third-party hiring and services, or expenditures for assistants, materials as well as public expenditures and taxes).

(3) It has been agreed that payment will be made within 30 days after invoicing by bank transfer to the following account:  
Ms. / Mr.:

Bank:

IBAN:

BIC:

(4) The tax office will receive a notification from the Contracting Authority or its accounting unit about the remuneration paid.

### § 3 Contracting Authority's duty to cooperate

The Contracting Authority permits the Contractor to utilize the amenities, equipment or other objects listed below in fulfillment of this contract:

### § 4 Special contract terms and conditions, Questionnaire

*Special Terms and Conditions of Philipps-Universität for fee-based, lecturer and comparable independent services (BVHR) apply.* These form an integral part of this contract. The Contractor acknowledges having received a copy of the BVHR. The Contractor further warrants that the questionnaire to the contract has been answered truthfully.

### § 5 Special cancellation policy for the implementation of events

Is the present contract an event for which a special cancellation policy is required?

Yes  No

- (1) If a minimum number of at least \_\_\_ bindingly registered participants is not reached by \_\_\_\_\_ day/s; week/s; month/s before the event at the latest, the Contracting Authority may cancel the respective event. In this case, the cancellation will be communicated to the Contractor immediately, and the Contractor shall not be entitled to claim the agreed remuneration.
- (2) In the event of absence due to illness of the Contractor, the Contracting Authority must be notified immediately. In this case, no remuneration shall be paid unless an alternative date can be realized by mutual agreement between the parties. The Contractor is not entitled to claim an alternative date.<sup>5</sup>

Place, date

Place, date

Signature of the Contracting Authority<sup>2</sup>

Signature of the Contractor

The project manager affirms to have taken note of the information sheet about contracts for work and services and agrees to the conclusion of the contract.

Place and date

Signature of the project manager

#### Attachments:

- Special Terms and Conditions of Philipps-Universität for fee-based, lecturer and comparable independent services (BVHR)
- Questionnaire to the contract

<sup>1</sup> The project manager as defined in this contract is the person responsible for the cost center specified in § 2 Paragraph 1.

<sup>2</sup> The respective Dean or Head of the respective institution is authorized to sign on behalf of the Contracting Authority.

<sup>3</sup> The Client shall pay the gross amount (including VAT). However, insofar as the Client is obliged to pay the statutory VAT directly to the German tax office in cases with a foreign connection on the basis of the so-called reverse charge procedure pursuant to §§ 3a para. 2 in conjunction with 13b UStG (services or electronic deliveries worldwide) or pursuant to §§ 1a in conjunction with 3d UStG (deliveries within the EU), the Contractor shall only be entitled to the net amount (without VAT) and is obliged to issue a corresponding net invoice.

<sup>4</sup> The Contractor's VAT identification number must be stated on the invoice. If a contractor based in Germany is a small entrepreneur within the meaning of § 19 UStG, it is required to state this on the invoice. If the Contractor is exempt from VAT under any of the provisions of the UStG, it is required to state this on the invoice as well. §§ 14 and 14a of the VAT Act apply to the invoice requirements.

<sup>5</sup> This does not apply to companies oder businesses.

with Ms. / Mr. / Company:

Attachment

for the planned service /  
activity (abbreviated version):

on behalf of the Department /  
the Institution:

Project manager:

I hereby make the following declaration to the Contracting Authority prior to the conclusion of the contract for the service / activity to be provided in accordance with §1:

1. I can freely allocate the time to provide the agreed service/activity.  
No one is specifying fixed times for this to me. yes  no
2. I can freely choose where I carry out the work agreed to in the contract. yes  no
3. I can freely choose the means to carry out the work agreed to in the contract. yes  no
4. I am not reliant on the Contracting Authority's rooms and equipment to carry out the contractually agreed work, and I do not use these. yes  no
5. I am aware that I will only receive remuneration if the work is carried out in accordance with the contract. yes  no
6. For the period of time during which I will perform the contractually agreed work, I will have an employment relationship as an employee or civil servant (including a student assistant) with the university or the State of Hesse.  
If yes:  
I work on similar tasks within the scope of my employment relationship. yes  no
7. I will have an employment relationship with the State of Hesse/university until shortly before the period during which I will perform the contractually agreed work. yes  no
8. I have done similar work before within the scope of an employment relationship with the State of Hesse/university. yes  no
9. After the period during which I perform the contractually agreed work, I intend to enter into an employment relationship with the State of Hesse/university. yes  no
10. I work primarily for the Contracting Authority. yes  no
11. I will provide an art-, writing- or journalism-related service under this contract. yes  no
12. For the term of the contract or in the past 6 months, I have been earning at least 50% of my income under the contract. yes  no
13. For the term of the contract or in the past 6 months, I have been earning at least 1/3 of my income from gainful employment under this contract. yes  no

Place and date

Signature of the Contractor

Declaration of the project manager for the Contracting Authority:

I am not aware of any information that suggests that the questions asked above have not been answered truthfully.

Place and date

Signature of the Project Manager