

Between

the University of Tübingen,
represented by the Executive Vice-President

- the contracting authority -

and

Mr./ Ms.
residing at (full address):

- the contractor -

the following

Freelance service contract

is agreed:

1

The contractor shall provide the following freelance **academic** service:

2

This service must be completed/ delivered by (date):

3

The contractor performs the service specified in this contract on his/her own entrepreneurial responsibility. The contractor is not under instructions from the contracting authority, however he/she must agree measures taken with the contracting authority. He/she performs all services required under the contract at his/her own risk, or at his/her own responsibility via vicarious agents. The contracting authority shall not be liable for damage caused by the contractor or which accrue to the contractor as a result of his/her fulfillment of the contract.

The contractor is free to choose the time, duration, and location in which he/she carries out the required work.

In order to fulfill the contract, he/she may at his/her own responsibility make subcontracts with third parties.

4

Remuneration shall be **Euros**

VAT is due to the contracting authority under reverse charge mechanism.

The remuneration shall be paid, once the work or part of the work has been delivered and approved, into the following account:

Name of the Bank:

IBAN:

BIC:

Tax-Identification-Number:

If the contractor becomes unable to work, he/she shall receive neither remuneration nor compensation for loss of earnings.

5

Remuneration is to be taxed as "income from freelance work" and may be liable to value added tax. The parties agree that notification of remuneration paid will be sent to the tax office responsible for the contracting authority.

6

The contractor pledges to maintain strict silence on all University business and internal matters and will continue to do so even after the contract has ended.

He/she also pledges to observe data-protection regulations.

The contractor shall keep safe all University-related business documents, prevent them from being accessed by third parties, and shall return them upon request when the contract has ended.

7

If contractor fails to deliver the work by the agreed date, the contracting authority can set a new deadline for delivery, after which the contracting authority can withdraw from the contract (§ 636 BGB).

If contractor has already completed a part of the agreed work and it is usable, the contracting authority can demand that the completed part of the work be delivered and may withdraw from the contract. In this case, the contracting authority must pay the contractor an appropriate sum.

The contracting parties may only cancel the contract for a good reason. One good reason is considered to be that the relationship between the parties has been so lastingly damaged that it would no longer be reasonable to expect one of the parties to be bound by the contract. If the contracting authority cancels the contract, the provisions of § 649 BGB come into effect.

8

The contractor performs the agreed work free of third parties' copyrights. The contractor guarantees that the work delivered is in principle free from third parties' copyrights. If it turns out that the agreed work has caused an infringement of protected rights, the contractor indemnifies the contracting authority against claims by third parties. If it turns out that the agreed work has caused an infringement of third parties' protected rights, the contractor is obliged to ensure that the contracting authority has the right to continue using the agreed work in accordance with the contract.

The contractor expressly acknowledges the contracting authority is authorized to transfer the utilization rights to third parties for teaching and research purposes.

In addition, the contractor expressly acknowledges that the contracting authority is itself entitled to adapt or change the accepted work, or to have it adapted or changed by third parties. The entitlement to make changes does not extend to subject-specific academic statements.

9

There has never been an employment relationship or quasi-subordinate relationship between the contracting authority and contractor. The contractor is aware that this contract does not constitute the foundation of any such legal relationship. Nor does it constitute any legal claim to such a relationship.

10

No oral supplementary agreements have been made.

Any alterations or additions to this contract, and supplementary agreements, must be made in writing to be valid.

11

The parties agree that Tübingen shall be the place of fulfillment and, insofar as permissible under § 38 ZPO, the place of jurisdiction.

12

This contract is only valid with the signature of the Executive Vice-President or a member of the University's Central Administration acting on his behalf.

Date, signature: Tübingen,

Signature contracting authority
Executive Vice-President

Signature institute director

Signature contractor