



# FREELANCE / SERVICE CONTRACT

CONTRACT NO.: \_\_\_\_\_ .HV. \_\_\_\_\_ . \_\_\_\_\_  
(please always state) (institute/office number) (year) (3-digit serial number)

between **Heidelberg University**, Seminarstraße 2, 69117 Heidelberg, implementing institute etc.

name of institute \_\_\_\_\_  
street, number \_\_\_\_\_  
postcode, town \_\_\_\_\_

represented by the President, the latter represented by the Internal Audit Office,  
Central University Administration

hereinafter university

and

first name, last name \_\_\_\_\_  
street, number \_\_\_\_\_  
postcode, town of residence \_\_\_\_\_  
country \_\_\_\_\_  
nationality \_\_\_\_\_  
date of birth \_\_\_\_\_  
tax no. / VAT ID no.\* \_\_\_\_\_

bank information bank \_\_\_\_\_  
full address\*\* \_\_\_\_\_  
routing no.\*\* \_\_\_\_\_  
account no.\*\* \_\_\_\_\_  
IBAN \_\_\_\_\_  
SWIFT/BIC \_\_\_\_\_

hereinafter contractor

agree on the following terms of contract:

\* only for permanent residents of Germany or EU states

\*\* Please supply these compulsory information for non-European based banks

## § 1 Subject of the contract

- (1) The university commissions the contractor to carry out the following contractual services:  
(attach annex, as appropriate)

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- (2) The contractor shall perform the assignment as commissioned in his/her own responsibility. In so doing, he/she shall always respect the interests of the university. The contractor shall not be subject to any right of instruction and direction on the part of the university. He/she shall, however, observe the technical guidelines of the university as far as required for the orderly performance of the contract.

## § 2 Beginning and ending of contract

- (1) The contract shall begin on \_\_\_\_\_ and end on \_\_\_\_\_.
- (2) Notice may be given by either side at any time with observance of a period of \_\_\_\_\_.  
Notice to terminate the contract must be given in writing. In this case, payment shall only be for partial services rendered and usable to the university.

## § 3 Obligation to perform the work personally

- (1) Personal performance
- ☐ The contractor is obliged to perform the work personally.
- ☐ The contractor is not obliged to perform the work personally.
- (2) If the contractor is not obliged to perform the work personally he/she may, depending on the nature of the assignment, also make use of assistants, having guaranteed that they have the necessary qualifications. The contractor shall be responsible for these assistants and any other persons brought into the work. In accordance with the legal regulations, no foreigner shall be employed to execute this contract without the required approval and no sub-contractor shall be employed who, in turn, employs foreigners without the required approval. The contractor shall ensure that the provisions of the Minimum Wage Act are observed. The same applies in the case that the contractor uses a third party and employs their staff.

## § 4 Relationship of Contractor to third parties

The contractor has the right to work for other clients as well. It is not necessary to first obtain permission from the university.

## § 5 Place of work

The work shall be carried out in

street, number \_\_\_\_\_

postcode, town of  
residence \_\_\_\_\_

country \_\_\_\_\_

Should the nature of the work require it, the contractor shall receive the opportunity to use the university facilities to an appropriate extent, in consultation with the project leaders. The contractor is here not bound to instructions (e.g. regarding presence on university premises, proof of inability to work etc.). Exceptions from this are regulations on safety precautions. The contractor shall retain the right to move the place of work as seems most appropriate. The university must be notified of a change of workplace. The university reserves the right to offset the use of university facilities, infrastructures and materials.

## § 6 Remuneration (please tick as appropriate)

### (1) Fee

- ☐ The contractor shall receive for his/her services pursuant to §1 of the contract an hourly fee of \_\_\_\_\_. A maximum total of \_\_\_\_\_ hours will be remunerated
  - ☐ per month
  - ☐ for the assignment.
- ☐ A lump sum of \_\_\_\_\_ shall be agreed.

### (2) Refunding travel costs

- ☐ Travel costs will not be refunded.
- ☐ A lump sum for travel costs of \_\_\_\_\_ shall be agreed.
- ☐ The contractor shall bill the university for his/her travel costs. Refunds will only be allowed for costs or lump sums (without daily allowance) eligible for reimbursement under valid university guidelines.

### (3) Payment

- ☐ Payment shall be made on the basis of an invoice from the contractor. The invoice must meet the formal requirements of §14(4) VAT Code and refer to this Service Contract (stating the Contract Number).
- ☐ Payment shall be made in one sum. It shall be due when the contract expires. This contract shall serve as an invoice for crediting the sum within the meaning of §14(2)2 German VAT Code (UstG).
- ☐ Payment shall take place through the following advance payments. Advance payments are not instalments within the meaning of §13 UStG (economically divisible payments). The contractor must account for advance payments to the university at the end of the contractual period.

date	_____	amount	_____
date	_____	amount	_____
date	_____	amount	_____
date	_____	amount	_____
date	_____	amount	_____

- (4) The contractor shall be responsible for the orderly tax declaration of the payment. The university is obliged to report the payments to the competent revenue authority pursuant to the General Obligation to Disclose Information (§ 93a Fiscal Code, AO).

**§ 7 Value-added tax (VAT)** (please tick/fill out based on statements by the contractor)

- ☐ The contractor's contractual services are VAT-free under § \_\_\_\_\_ VAT Code.
- ☐ The contractor's contractual services are subject to VAT. In the case of contractors with permanent residence in Germany, VAT will be charged by means of an ordinary invoice pursuant to §14(4) VAT Code, as follows:
- ☐ The payment, i.e. the sum of the fee and travel costs, as appropriate, is divided into a net amount of \_\_\_\_\_ plus \_\_\_\_\_ % VAT amounting to \_\_\_\_\_ or
- ☐ VAT is not charged as the contractor is a "small-scale entrepreneur" pursuant to §19 VAT Code.

In the case of foreign contractors, the university will ascertain whether contractual payments are tax-free.

The university will cover the VAT if the contractor is based/resides abroad and the services are not exempt from VAT (§13b VAT Code).

**§ 8 Contractor's costs and expenditure**

- (1) The contractor shall bear any costs incurred if the agreed work is performed in his/her own premises. Such costs will not be covered separately by the university. The university shall not assume the costs for assistants or sub-contractors. Materials and equipment used by the contractor shall not be covered separately.
- (2) The contractor shall be self-insured. No ensuing costs may be charged to the university.

**§ 9 Confidentiality**

- (1) The contractor will deal with all information learned from the cooperation in a confidential manner, as long as it is not just a matter of facts or circumstances corresponding to the general state of the art. In particular, confidentiality must be preserved about knowledge arising from the field of contract research for third-party funding bodies. Confidentiality shall also apply after completion of the services.
- (2) Subject to other written agreements, the contractor shall refrain from any independent publication of the findings covered by the object of this contract.

- (3) The contractor shall undertake to preserve confidentiality about business and operating secrets learned in this context, as well as personal data about university members or governing bodies, including after the contract has expired. When processing personal data for the university, the contractor must follow the regulations of the Data Protection Act in its applicable version. Furthermore, in the event of processing personal data, the contractor is already subject to monitoring by the university's responsible data protection officer.

#### **§ 10 Rights of usage and duty to name**

- (1) If copyright is relevant to the fulfilment of the contract, the university shall hold the exclusive, timely, spatially, quantitatively and substantively unlimited right of usage. The right of usage particularly involves the right to full or partial duplication, dissemination and publication of the work findings. The university has the right to transfer rights of usage to third parties and to concede third parties simple usage rights. The above-mentioned concession of rights shall be completely settled by the payment agreed in this contract.
- (2) In relation to any third-parties (e.g. assistants) the contractor shall ensure that he/she can fulfil the obligation pursuant to paragraph (1).
- (3) If desired, the university shall mention the services of the contractor when using the results of the work.

#### **§ 11 Returning documents/giving information**

- (1) All documents that the university or its agent may hand to the contractor in connection with his/her activity shall be immediately returned at the end of the contract. The contractor shall have no right to keep them.
- (2) Regardless of the obligation under paragraph (1), the contractor is obliged to hand over to the university all individual documents relevant to the whole of the work, such as surveys, statistics, minutes, drawings, source programs etc. Furthermore, on request of the university, the contractor is obliged to give prompt information about all details related to performing the assignment.

#### **§ 12 Liability**

- (1) The contractor shall, by law, be liable to the university for any harm caused the latter in the context of performing the assignment for the university.
- (2) In the case of services related to academic research, the contractor undertakes to carry out the assignment in accordance with the rules of good academic practice.

#### **§ 13 Applicable law, place of jurisdiction**

- (1) This contract and all claims arising from it are solely subject to German law.
- (2) The place of jurisdiction is Heidelberg.

#### **§ 14 Scrutiny based on tax/social insurance law**

The document "declaration by the contractor" is an essential component of this contract. The contractor shall be liable for damage arising by incomplete or wrong statements following scrutiny based on social insurance law. The contractor must personally meet his/her obligations under tax and social insurance law.

## § 15 Individual arrangements

as appropriate, name individual arrangements in a separate annex with reference to this section

## § 16 Further provisions

Amendments or additions shall be made in writing. This also applies to dropping the requirement of written form. If individual provisions of this contract should be, or become, ineffective, this shall not affect the effectiveness of the remaining provisions. Parties shall replace ineffective provisions by effective ones closest to the original intention.

For the university

Heidelberg,

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Internal Audit Office

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Contractor

Heidelberg,

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project leader / head of institute etc.

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### Annex(es)

- A) Check list for contractors on concluding work/service contracts
- B) Declaration by the contractor on "tax-free performance" (delete if inapplicable)
- C) Project/assignment description (delete if inapplicable)
- D) Supplement to §15 – Individual arrangements (delete if inapplicable)