# Paid Teaching Contract

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|  | Date of Birth:  Nationality:  Habilitation – year completed:  Habilitation – topic:  Habilitation- institution:  Bank:  Routing code:       Kto-Nr.:  IBAN:  Phone:  Email: |
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**1.**

Subject to the terms and conditions set forth below you are hereby offered a fixed-term contract toprovide teaching services as an

**adjunct lecturer**.

Faculty/Institution:

Courses:

a)

(course title, course number)

b)

(course title, course number)

Total number of course hours:

Period of contract: from       to

**2.**

1. You shall receive remuneration for teaching actually conducted in accordance with the“Agreement Covering the Grant of Remuneration for a Teaching Contract” (Vereinbarung über die Gewährung einer Lehrauftragsvergütung) as amended. Teaching contract remuneration shall be calculated in accordance with the       pay grade, which currently amounts

to a)       €

to b)       €

per class hour. Upon teaching all classes scheduled in the aforementioned period, the remuneration for all classes taught shall aggregately amount to      .

1. Teaching contract remuneration shall be accounted for and settled at the end of a semester and paid in one lump sum directly into the account you have specified above. Teaching contract remuneration shall be compensation for all claims arising out of the teaching contract, i.e., apublic law contractor relationship with adjunct lecturers pursuant to § 26 of the Hamburg Higher Education Act (Hamburgisches Hochschul-gesetz, HmbHG) does not form a dependent employment relationship within the meaning of German social security law, but rather this activity is an independently contracted teaching assignment that does not have employer-employee attributes and is thus subject to compensation and default risk within the meaning of independent entrepreneurial risk.
2. Therefore in accordance with the criteria summarized above, adjunct lecturers are by operation of law not insured for work-related accidents under any policy of workers’ compensation pursuant to § 2 of Title VII of the German Social Security Code (SGB VII) and may not be voluntarily insured with Unfallkasse Nord (statutory accident compensation insurance fund).

**3.**

1. The adjunct lecturer is obliged to process personal data (e.g., name, contact details, academic career, emails, grades, and registration/application for course-related events) in accordance with all applicable data protection regulations. The adjunct lecturer is prohibited from using this personal data for any purpose other than teaching duties, and may not reveal this data to third parties. Personal data must be stored in a manner that is secure and inaccessible to unauthorized parties.
2. After the conclusion or revocation of the teaching contract, the adjunct lecturer must delete all personal data obtained as part of teaching duties in accordance with the data protection regulations, unless the retention of such data is required by law.
3. The adjunct lecturer is obliged to keep all confidential information secret.
4. This obligation persists even after the end of the teaching contract. Failure to act in accordance with these obligations may lead to claims for damages.

**4.**

1. As an adjunct lecturer, you are in a legal relationship sui generis governed under public law (§ 26 (3) sentence 1 HmbHG).
2. You shall independently discharge the teaching obligations assigned to you. You are also required to give examinations as part of your teaching obligations as an adjunct lecturer, provided that you have been assigned examination duties pursuant to § 64 (2) sentence 2 HmbHG. For this and assumed and self-administrative duties, sentence 1 shall apply mutatis mutandis. Independent contractor work does not include any other official duties of full-time university staff, e.g., research activities, curricula planning, academic reform obligations, student guidance (to the extent not discharged as part of the course), or administrative work.
3. The teaching contract does not constitute a basis for the establishment of full-time employment (§ 42 in conjunction with § 55 of the German Higher Education Framework Act, HRG) nor does it constitute a basis for any claim for a tenured civil service appointment or employment as apermanent public employee or for benefits pursuant to the German Civil Service Social Security Benefits Act (Beamtenversorgungsgesetz) or supplemental retirement and survivor and dependent benefits for public employees of the Free and Hanseatic City of Hamburg (Hamburg Retirement Pay Act, RGG).

**5.**

1. As an adjunct lecturer, you shall inform the president through the office of the dean of the faculty/direct senate institution if classes are unable to be held within the scope of the teaching contract, are discontinued during the course of a semester, have been limited in scope, or have only been partially realized. A course shall be considered unable to be held, if less than five students attend.
2. If a class is not held, no teaching contract remuneration shall be payable. If a course is discontinued during the course of a semester, has been limited in scope, or only partiallyrealized, then teaching contract remuneration shall be correspondingly abated.

**6.**

1. The teaching contract shall terminate upon the expiration of period set forth in no. 1 above.
2. The teaching contract or the acceptance may be rescinded by both parties upon four weeks’ notice expiring at the end of a calendar month.
3. Upon mutual agreement of the parties the teaching contract agreement may be rescinded at any time and may be terminated for cause without notice in accordance with § 626 of the German Civil Code (BGB).

**7.**

Any and all claims arising from or in connection with the teaching contract must be asserted in writing within the six-month limitation period after the end of a semester or at the latest within six months after the termination or rescission of the teaching contract agreement.

**8.**

Your competent revenue office will be informed of the payment according to "reporting regulation" in version of 23.12.2003. We advise you to fulfil all necessary tax requirements upon receipt of payment.

**9.**

Special provisions:

1. Principal’s signature 2. Principal’s signature

I hereby accept the teaching contract offered to me.

Hamburg,

Adjunct lecturer’s signature

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