



Work package	WP5 – Transnational Training Provisions of the Painting-SkillsAcademy			
Result	R5.4 – European pool of lecturers			
Due date	Contractual (project application)	31.05.2021	News (routing)	31.05.2021
Type of result	Qualification matrix / portfolio			
Publication level	PU – Public			X
	PP - Limited to other E+ programme participants (including EACEA, Commission services and project auditors)			
	CO - Confidential, only for consortium members (including EACEA, Commission services and project auditors)			
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Quality Inspector				
Summary	European pool of lecturers			
Coordinator	SBG			

Document History

Content/Subtotal	Version	Contributors	Contribution	Date
Honorary lecturer's contract	1	Ines Jeschke	Draft 1	03.11.2022
	2	All partners	Draft 2	29.11.2023
	3	Ines Jeschke	Final version	01.02.2023



Honorary lectureship contract (service agreement)

Between the

UNIEP – PSA*

...

...

- hereinafter client -

** PSA operates under the umbrella of UNIEP with lecturers at national and European level.*

and

«Company»

«Street»

«Postal code» «City»

- hereinafter contractor -

the following agreement is concluded:

§ 1 Content and requirements

1.1. The or she receives a teaching assignment for the period from «date» to «date» exclusively for the following course(s)

Seminar/Course/Module: ...

Contents of the activities: ...

...

...

1.2. Contractors are neither bound by instructions nor are they otherwise subject to regulations applicable to the client. In particular, they are free and independent in the methodological and didactic implementation and implementation of the tasks undertaken. Contractors have no authority to issue instructions vis-à-vis employees of the client .

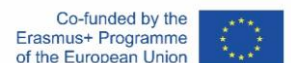
1.3. Against the background of the contractor's freedom of instruction, services that are not specified in this agreement require additional, amicable agreements/agreements with the client or the responsible persons designated by the contractor for this purpose.

1.4. The contractors expressly assure that they only use specialists who have the necessary training, knowledge and skills to carry out the teaching assignment professionally and appropriately.



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§ 2 Services due

2.1. The services to be provided by contractors consist of the following:

...
...

§ 3 Resolutive condition for the overall agreement / minimum number of participants

- 3.1. The client and the contractor expressly agree that the effectiveness and implementation of this agreement is subject to the condition that at least "minimum number of participants" participants are bindingly registered for the event 14 days before the start of the teaching assignment mentioned in § 1.1.
- 3.2. If at least " minimum number of participants" participants are not bindingly registered by the above-mentioned date, this agreement shall become completely irrelevant and both parties shall be released from the obligations assumed therein.
- 3.3. The client undertakes to inform the contractors immediately about the occurrence or imminence of the resolutive condition.

§ 4 Location and duration of courses

- 4.1. Contractors will provide their services in «address» after this is immanent in the execution of the order within the meaning of the teaching assignment, i.e. the teaching of participants of the client .
- 4.2. The courses should take place in the amount of «number» lessons/week in the area «area».
alternative
The courses should take place in the amount of «number» of lessons in the period from «date» to «date» in the «area».

§ 5 Cases of prevention / termination in case of prevention

- 5.1. Contractors undertake to inform the client immediately if they are prevented from providing services.
- 5.2. In cases of hindrance, contractors are entitled, after prior consultation with the client, to appoint an equally qualified vicarious agent familiar with the conditions and requirements of the training contract.

§ 6 Client's duty to cooperate

The Client shall provide the Contractor with all information and documents required for the execution of its order, which the Contractor cannot procure itself on the market, if necessary, against reimbursement of costs.



§ 7 Fees / Taxes and duties

7.1. Contractor shall receive a fee of

0,00 EUR net

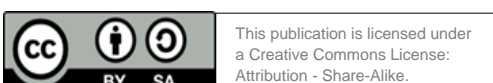
- 7.2. The preparatory and follow-up work to be carried out outside the actual lessons, such as the preparation of examinations / exams or correction activities, were taken into account in the remuneration determination and are compensated with the fee.
- 7.3. If the contractor is liable to VAT, the respective statutory turnover tax attributable to the fee must be added to the aforementioned fee.
If the course is exempt from VAT, the invoice is subject to § 4 No. 21 a) bb) UStG. and § 4 No. 22 a UStG. exempt from VAT.
- 7.4. Contractors undertake to send the client an auditable invoice for the previous month by the 10th of each month at the latest. Invoices sent electronically can only be processed if they are sent to ... to be shipped.
- 7.5. Contractors shall immediately notify the Client of any overpayments and reimburse them to the Client regardless of any enrichment.
- 7.6. Furthermore, the Contractor and the Client agree that the Contractor shall indemnify the Client from all possible claims should it be claimed by third parties for payment of taxes, duties, contributions and benefits.

§ 8 Expenditures

Expenses incurred by contractors in the execution of the order are generally compensated with the fee according to § 7.1. The parties agree that costs for expenses for the execution of the order of any kind not regulated in this agreement shall only be reimbursed by the customer if this has been previously agreed in writing.

§ 9 Confidentiality/Storage and return of documents/Data protection

- 9.1. Contractors undertake to maintain the strictest secrecy during and after completion of the order about all business matters and processes of the Client which come to its knowledge in the context of or on the occasion of the execution of the order and whose disclosure or transfer may affect the interests of the Client. This applies in particular to personal data/information about the person and the living conditions of the participants. This obligation does not extend to such knowledge which is accessible to everyone or the passing on of which is evident to the client without disadvantage. In case of doubt, the contractor is obliged to obtain information from the client as to whether a certain fact is to be treated confidentially.
- 9.2. Contractor further undertakes to properly store documents, concepts or other records made available by the client or otherwise made accessible and self-produced, which concern matters of the client, in particular to ensure that third parties cannot inspect them.



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- 9.3. Upon termination of the contractual relationship, contractors are obliged to provide all documents obtained in the course of the execution of the order and affecting the client and its interests, together with copies and copies, all data and records recorded on electronic and other data carriers, including the respective data carriers, as well as all documents made available or provided to it by the client, and Return items to the client immediately. Rights of retention with regard to these documents and objects are excluded.
- 9.4. Contractors were informed that the persons involved in data processing are prohibited from collecting, processing or using personal data without authorisation (data secrecy according to § 5 GDPR). Insofar as contractors gain knowledge of personal data within the scope of this agreement, data secrecy must be maintained. This shall also apply after termination of the contractual relationship.
- 9.5. Contractors undertake to comply with the provisions of the Federal Data Protection Act (GDPR) and other applicable data protection regulations. Contractors would therefore collect, process, use, pass on or make personal data accessible to third parties only for the purposes belonging to the respective legitimate fulfilment of tasks. Contractors are hereby referred in particular to the criminal provisions of §§ 42, 43 GDPR. If contractors become aware of matters in connection with the execution of the order that are subject to confidentiality by doctors or other persons named in § 203 penal code, contractors are also obliged to maintain the strictest secrecy.
- 9.6. Contractors receive the attached data protection information once upon initial commission, which becomes part of this agreement and applies to all other agreements. Should the data protection information change due to legislative changes, this updated data protection information will be handed over to the contractor.

§ 10 Liability/Indemnification

- 10.1. Contractors are liable for defects in the services provided by them and for delays in accordance with the statutory provisions. In particular, contractors assume full liability for a flawless, professional and proper execution of the services undertaken, taking into account the information provided and the agreements made with the client.
- 10.2. Contractor shall be liable for intentional or negligent damage that it or its vicarious agents culpably inflicts on the Client, its customers or third parties. If the client is claimed by customers or third parties for these damages, the contractor must indemnify the client from this.

§ 11 Termination of the order/termination

- 11.1. The fee lecturer's contract (service contract) ends by the passage of time at the latest on the „**date**“
- 11.2. However, the fee lecturer contract (service contract) can also be terminated by either party before the "**date**" with a notice period of 4 weeks to the end of a calendar month. The right to extraordinary termination for good cause remains unaffected.
- 11.3. Terminations must be made in writing.



§ 12 Special right of termination for the first teaching assignment

When placing an order for a specific course for the first time, both contracting parties have the right to terminate the contractual relationship within the first 6 months of the assignment with a notice period of one week to the 15th of a month or to the end of the month.

§ 13 Written form requirement/delivery of contract/severability clause

- 13.1. The contracting parties agree that they have not made any agreements outside of this contract beyond the express provisions contained in this contract.
- 13.2. Changes and additions to the contract as well as ancillary agreements must be made in writing and mutual confirmation in order to be effective. This also applies to a change in the written form requirement. Verbal or tacit agreements on the cancellation of the written form are invalid.
- 13.3. Should individual provisions of this contract be or become invalid or should the contract contain a loophole, this shall not affect the validity of the remainder of the contract. In the event of the invalidity of a provision or the existence of a gap in the contract, the contracting parties hereby undertake to replace the invalid provision or to fill the gap with an effective provision that comes as close as possible to the economic purpose of the entire agreement.
- 13.4. The contracting parties confirm that they have each received a copy of this contract.

Place, Date

... , Managing Director / President

lecturer/trainer

Attachments: Data protection information



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