

## Contract for work and services

FWF funding category/project number: \_\_\_\_\_

**Project short name** (no more than 60 characters including spaces)

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**Client**

Last name	First name	Title/acad. Degree	Date of Birth
_____	_____	_____	_____

Research institution/institute/clinic  
 \_\_\_\_\_

Street address, postal code, city/town  
 \_\_\_\_\_

**Contractor**

Last name	First name	Title/acad. Degree	Date of Birth
_____	_____	_____	_____

Street address  
 \_\_\_\_\_

Postal code, city/town, country  
 \_\_\_\_\_

Bank account information	Name of account holder
_____	_____

IBAN	BIC
_____	_____

The Client hereby concludes the following

**Contract for Work and Services**

with the Contractor in accordance with the General Terms and Conditions of Contract on the pages that follow:

- 1) The Contractor undertakes to produce the following work:

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2) This work is to be completed and submitted to the Client by the following date:

\_\_\_\_\_

3) For the work indicated above, the Client shall pay the following fee, which also covers any and all necessary redesigns, revisions, and/or changes, to the Contractor

<b>fee</b>	_____
plus value-added tax	_____
<b>total</b>	_____
amount thereof for reimbursement of cash expenses	_____

The fee shall be payable on the following date(s):

_____	_____
_____	_____

Special terms/conditions of contract:

\_\_\_\_\_

Pages 3 and 4 are to be regarded as an integral part of this contract.

\_\_\_\_\_  
Client's signature

\_\_\_\_\_  
Contractor's signature

\_\_\_\_\_  
City/town, date

\_\_\_\_\_  
City/town, date

# General terms and conditions of contracts for work and services

## § 1 Contract for work and services

The Contractor hereby declares that he or she is a tradesperson with a trade licence, a freelancer, or a new self-employed person. In principle, only such persons may work on the basis of contracts for work and services. The service owed by the Contractor comprises the production of a work for remuneration in accordance with Article 1151 of the Austrian Civil Code (Allgemeines bürgerliches Gesetzbuch) and not the performance of regular work services by an employee, whose remuneration is to be settled on the basis of an employment relationship. Paying for such services by means of a contract for work and services is a clear violation of labour law and will be reported by the FWF. The Contractor confirms that he or she has not had any contractual relationship with the Client in the last 5 calendar months.

## § 2 Granting of rights

In the work designated in the contract form, the Contractor grants the Client the exclusive right, unlimited in terms of location and content, to exploit the contractual work for all types of use known today and in the future for the duration of the statutory copyright. The granting of rights under this contract does not include those rights that the Contractor has already granted to collecting societies such as Austro-Mechana, AKM, Literar-Mechana, etc. for fiduciary administration.

The Client shall therefore be entitled (but not obliged) to use the work in any way s/he deems appropriate; to reproduce said work by any method, in any form and in unlimited quantities; and to disseminate such reproductions both domestically and abroad for a fee or free of charge in any way (sale, exchange of printed matter, and the like). Furthermore, the Client shall be authorised to revise the work in any way s/he deems necessary, in particular by amending, abridging, splitting, translating, renaming the work or changing its title. Subject to the granting of rights by the persons involved in revising the work, the Contractor hereby grants the Client the right to make use of those versions to the same extent as the original version of the work. These rights to revise, translate and change the work must not be exercised by the Client in such a way that would severely violate the Contractor's intellectual interests in his/her work. The Client shall have the right to present and show the work in public both domestically and abroad, and to reproduce and process the content of the work as well as excerpts from the work in the media for promotional purposes. The Client shall also be entitled to transfer the rights indicated above to third parties and to grant third parties permission to use the work for a fee or free of charge.

If the contractual work is a scientific contribution in accordance with Article 37a of the Austrian Copyright Act (Urheberrechtsgesetz), the Contractor's secondary exploitation right must be observed after the expiry of 12 months after the first publication.

## § 3 Legal guarantees

The Contractor explicitly declares that s/he is the sole author of the work and solely and exclusively possesses all of the rights mentioned in this contract, in particular the rights under Article 1, and has not made use of these rights in any way to date, including granting simple permission to use the work.

In cases where the Contractor uses contributions from other authors which are protected by copyright, the Contractor undertakes to provide the Client with a precise list of the names and addresses of these authors and of any publishers which may own rights to the work or parts thereof, and to provide the Client with written evidence of permission from the rights' owners to use those contributions.

The Contractor acknowledges that s/he must obtain permission for revisions from the respective owners of rights at his/her own expense. The Contractor shall also ensure that the use of rights granted to the Client will not violate any laws (in particular criminal laws).

The Contractor undertakes to indemnify the Client in any cases where the Contractor violates any of the obligations indicated in this contract, or where any third parties assert claims against the Client due to the contractual exercise of the rights described under Article 1. Such indemnification shall also include the costs of legal defence.

## § 4 Obligations of the Contractor

The Contractor undertakes to make the completed work described in this contract available to the Client as of the agreed delivery date. Unless expressly agreed otherwise, the Contractor shall transfer full ownership of the work to the Client upon delivering the work.

The Contractor further undertakes to change, redesign or otherwise alter the work—if necessary repeatedly—as requested by the Client without asserting additional claims for payment against the Client. In the case of the provision of digital content and digital services as defined in Directive (EU) 2019/770, the duty to update for the Contractor in accordance with Article 7 of the Austrian Collecting Societies Act (Verwertungsgesellschaftengesetz) also applies if the Client is a contractor. The Client alone shall decide on the acceptance of the work. Should the Client still consider the work unsuitable even after revision by the Contractor, the Client shall have the right to rescind the contract. In such a case, the Contractor shall be obliged to repay any funds already received from the Client within 14 days.

## § 5 Consequences of breach of contract

Should the Contractor fail to deliver the work as of the agreed date, or if the work delivered by the contractor is obviously not in line with the agreements made by the parties, in particular if the work is incomplete, the Contractor undertakes to pay the Client a penalty of up to 100 per cent of the agreed fee. However, the Client shall also have the right to waive such a penalty and instead demand full compensation for any damage incurred.

## § 6 Obligation to exercise rights / Waiver of rights exercise

The Contractor explicitly acknowledges that the Client is not obliged to exercise the rights granted under this contract, in particular the right to reproduce and disseminate the work as granted under Article 1. For a period of three years after the conclusion of this contract, the Contractor shall refrain from terminating this contract due to nonexercise of the rights to use the work granted to the Client. Should the Client not begin to exploit or make use of the rights granted under this contract within three years after conclusion of the contract, the exclusive rights to use the work under Article 1 of this contract shall be converted into simple, non-exclusive permission to use the work. This permission to use the work can be exercised by the Client for an unlimited period of time. The conversion of the right to use the work into permission to use the work shall not apply to works created on the basis of an instruction or order from the Client. With regard to such works, the Contractor waives any right to terminate the agreement due to non-exercise of rights by the Client for an unlimited period of time.

As mentioned above, the Client shall not be obliged to use the rights to the work in question. Should the Client finally decide not to make use of the rights, the contract shall be considered

terminated upon submission of the Client's declaration to this effect. In such a case, the Contractor shall only have a claim to his/her fee if the work has already been created on behalf of the Client. The Contractor shall have the right to request in writing that the Client retransfer some or all of the rights indicated under Article 1 to the Contractor. The Client shall decide on such requests within three weeks. Should the Client decide not to fulfil the Contractor's request, the Client shall be obliged to provide the Contractor with reasons for not doing so.

### § 7 Payment due date

After conclusion of the contract, the fee for the work shall be payable as specified on the contract form. The payment(s) provided for on the contract form shall cover all granted rights to the extent specified in Article 1. Additional claims for payment shall not be permitted.

### § 8 Taxation of fees

The Contractor is obligated to comply with all provisions of trade and tax law within the scope of this contract for work and services. The Contractor is in possession of all permits and certificates of competence required for the performance of the work. The Contractor is aware that he or she is responsible for the taxation of the remuneration for the work and the payment of social security contributions.

The Contractor declares that s/he will report all amounts received from the Client as fees to the competent tax authority for the purpose of calculating the corresponding taxes. Should the Contractor be a foreign national or non-resident, the Contractor acknowledges that, in cases where a double-taxation agreement exists between that country and Austria and allows any fees due to the contractor in Austria to be paid out without deduction of the tax on foreigners stipulated under Article 99 of the Austrian Income Tax Act (Einkommensteuergesetz), the Client can only transfer the fee without said deduction after receiving recent evidence of the Contractor's place of residence.

### § 9 Repayments

The Contractor explicitly undertakes to repay any amounts (fees, travel expenses, etc.) received in excess of actual claims to the Client without being requested to do so.

### § 10 Assignment of claims, partial invalidity, amendments

The Contractor's claims arising from this contract may not be assigned to other parties without the written consent of the Client. Should parts of the contract be or become invalid, the invalid provision(s) shall not affect the validity of the other provisions of the contract. The invalid provisions are to be replaced by valid provisions which correspond to the original economic purpose of the invalid provisions. Any and all amendments or additions to this contract must be made in written form.

### § 11 Data protection and secrecy

The Contractor shall not be entitled to use any documents and information received from the Client under this contract for any purpose other than the production of the contractual work.

The Contractor shall be obligated to keep secret from third parties all facts and information of/about/regarding the Client that become known or accessible to him or her in the course of his or her activities, in particular trade and business secrets, information about employees, customer and prospect files, contractual partners and contents and all other internal business matters, unless there is a statutory duty of disclosure, and furthermore to refrain from any exploitation of such facts and information. In particular, the duty of confidentiality of the persons entrusted with the data traffic shall remain in force even after termination of their activity and leaving the Contractor as well as after the termination of the legal relationship between the Client and the Contractor. The Contractor shall be liable for acts and omissions of its employees who are not in compliance with these obligations.

The Contractor shall take sufficient technical and organisational security measures to prevent data that is transferred to it by the Client, the Client's customers, or business partners in the course of its activities or is taken over by him or her for safekeeping from being used in an unauthorised manner or from being made accessible to third parties without authorisation.

The Contractor may commission third parties (i.e., natural or legal persons who do not belong to the Contractor) to carry out processing only if the Client consents. In such a case, the duties of the Contractor under this contract shall be transferred to the persons concerned.

The Contractor shall return all documents it receives from the Client to the Client immediately after completion of the contractual work and destroy all electronic copies of these documents held by the Contractor. The Contractor is further obligated to comply with all other provisions of the Data Protection Act 2018 and the General Data Protection Regulation and to indemnify and hold harmless the Client in the event of any violation.

The Client's prior written consent is required for publications of any kind along with naming of the Client.

### § 12 Jurisdiction, applicable law

The place of fulfilment and sole jurisdiction for this agreement is Vienna, Austria. At his/her own discretion, the Client may also file suit against the Contractor under his/her general jurisdiction. This contract shall be governed exclusively by Austrian law.