

Translation

Achtung: Diese Übersetzung dient nur als Verständnishilfe und ersetzt nicht die deutschsprachige Vereinbarung!

Agreement

between

The University of Konstanz

and

Ms / Mr, born on

(referred to in the following as the visiting scientist*)

§ 1

- (1) The visiting scientist is entitled to stay at the University of Konstanz from to, especially to research and teach at the University of Konstanz in his or her field.
- (2) In agreement with the host professor, the visiting scientist will be allowed to use the rooms of the particular department as well as the necessary inventory and equipment required to carry out the tasks associated with his or her research or teaching activities at the University of Konstanz.
- (3) The visiting scientist is obliged
 - a) to follow the directions of the host professor, or of his/her nominated member of staff, insofar as these are necessary to ensure the continuity of day-to-day operations,
 - b) to observe all of the required safety measures as laid down in the laws, regulations, accident prevention regulations or internal rules and regulations of the University of Konstanzand
 - c) to treat the inventory and equipment with due care and attention.
- (4) Apart from this, the visiting scientist undertakes to finance his/her research from his/her own funds, insofar as it is not financed by the respective chair.

* The University of Konstanz sees visiting scientists as scientists, who have been invited by the University of Konstanz to research and teach at the university purely on a temporary or visiting basis, without being members of the University of Konstanz in the sense of § 9 of the Baden-Württemberg State University Law. This applies especially to scientists whose stay is financed primarily by their home institution or by a grant from an external institution.

§ 2

- (1) This agreement does not form the basis of a civil service or employment agreement. It provides no claim for establishment as a permanent official or employee.
- (2) The visiting scientist has no claim for remuneration or compensation of any kind from the University of Konstanz or the state of Baden-Württemberg
- (3) This also applies expressly to any teaching activities that are offered by the visiting scientist.

§ 3

- (1) The temporary stay at the University of Konstanz involves the risk of liability on the part of the visiting scientist for any damage due to negligence.
- (2) For this reason, we recommend that the visiting scientist should have appropriate insurance coverage for such eventualities.
- (3) There is no liability on the part of the University of Konstanz or the state of Baden-Württemberg beyond that contained in the legal regulations.¹ Again, in this case we recommend the visiting scientist to acquire protection through appropriate health and accident insurance coverage.

§ 4

- (1) The visiting scientist undertakes to maintain silence in all matters concerning the project or the respective department, insofar as these matters are designated to be confidential or are recognisable as such.
- (2) This also applies after completion of the visiting stay at the University of Konstanz.
otice.

§ 5

- (1) The relationship as a visiting scientist at the University of Konstanz finishes at the end of the final day as stated above in § 2 point 1. Consequently, there is no need for a separate termination notice.

¹ There is a possibility that visiting scientist may be covered by the statutory provisions of the accident insurance coverage of the state of Baden-Württemberg. That specific accident insurance agency is exclusively responsible for establishing whether such coverage applies.

- (2) The relationship as a visiting scientist also finishes at the end of the day on which a residence permit expires, is revoked or lapses, and requires no separate termination n
- (3) The relationship as visiting scientist can be terminated both by the University of Konstanz and by the visiting scientist, in written form and without any statement of reasons, at least fourteen days before the end of the month.
- (4) Both parties are entitled to immediately terminate the relationship as visiting scientist for a serious reason, in writing and without notice. A serious reason applies especially to a significant violation of the conditions contained in this agreement.

§ 6

- (1) The University of Konstanz and the visiting scientist agree that there are no further claims beyond the rights laid down in this agreement.
- (2) Both parties agree that any disputes arising from the stay as visiting scientist will be settled before a competent court of law in Konstanz.

§ 7

- (1) Any changes, supplements or side agreements to this agreement must be made in writing.
- (2) There will be three copies of this agreement. One copy is for the visiting scientist, one copy is for the host professor and one copy is for the personnel department at the University of Konstanz.
- (3) The visiting scientist will also be given an English version of the agreement. For legal purposes the original German version of the agreement is binding.