

## Recommendations for the conclusion of a contract

(are to be submitted to I/AR at **latest 3 weeks before the start** of work)

### **Important note on the tax liability of the University of Bayreuth:**

In the case of foreign contractual partners, the University of Bayreuth is the tax debtor in accordance with the Value Added Tax Act (UStG) for the value added tax incurred in the context of the delivery of work or other services. In addition to the (net) remuneration agreed in the contract, the University of Bayreuth must therefore pay **the applicable value added tax** in the case of foreign contractors. **This must be taken into account when calculating the total cost of the contract.**

#### I. Please conclude a contract for the State of Bavaria:

**(contract for work / free order)**

**Important notice:** A contract for work is performance-based and always requires the creation of a work. Unit III is responsible for the processing of contracts for services (service contracts).

##### 1.) Orderer / principal:

University institute / research  
group: \_\_\_\_\_

Responsible person / chair: \_\_\_\_\_

Phone (for queries): \_\_\_\_\_

##### 2.) Details of the contractual partner:

Mr.

Ms./Mrs.

Company

Name: \_\_\_\_\_

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

Postal code/ city: \_\_\_\_\_

Phone: \_\_\_\_\_

Bank:

IBAN:

BIC:

Account holder:

**(For additional information, please refer to the Form for Compulsory Social Insurance - Annex 2)**

3.) **The work will be created/ business will be conducted in the framework of a:**

- private activity (no business registration): .....  yes  no  
agricultural or forestry activity: .....  yes  no  
freelance self-employed activity (registered): .....  yes  no  
commercial activity (registered): .....  yes  no

(The "additional information" in the Assessment Form is absolutely necessary - Annex 1)

4.) **Contract execution:**

a) Start of creating the work / conducting business: \_\_\_\_\_

b) Completion of the work / the business that is conducted: \_\_\_\_\_

5.) **Detailed description of the work to be created**

(if necessary, list supplies and costs on a separate sheet)

6a) **Place where the work is created/ business is conducted:** \_\_\_\_\_

6b) **For the creation of the work / the business that is conducted:**

- neither rooms nor working equipment will be provided.  
 the use of the following equipment/devices/machines  in return for payment  
 free of charge

are permitted at the following times/under the following conditions:

\_\_\_\_\_

7.) **Person responsible for the acceptance of the work**

Mr.  Ms./ Mrs. \_\_\_\_\_

Phone: \_\_\_\_\_

8.) **Payment:**

The **total gross lump sum** to be paid should be: \_\_\_\_\_

(applicable social insurance contributions from the employer are not included)

Payment after acceptance of the entire work.

Payments based on the progress of the work.

Payment is made on the basis of **issuing an invoice:**

in the amount of: €

incl. VAT

plus VAT (value added tax)

**11.) Information on the source of funds:**

fdu

Project: \_\_\_\_\_

Chapter (Kap.) /Item (Titel): \_\_\_\_\_

Account (Kostenstelle): \_\_\_\_\_

AA/KOA: \_\_\_\_\_

Bayreuth, [date]

19.05.2020

(Signature of chair / orderer)

**Please note:** An application can only be processed if all details have been filled in completely and the necessary annexes are enclosed with the application! Annexes no. 1 and no. 2 must be enclosed!  
We also ask that you please print out the entire form using the printer settings for "one page per sheet" (i.e. do not print front-and-back or multiple pages per sheet).

**II. For submission to the University Administration (ZUV), I/AR**

**Annexes:**

- Annex 1: Assessment Form
- Annex 2: Determination of social insurance obligations
- Annex 3: Confirmation of successful completion or the progress of the project
- (Annex 4): Confirmation of successful completion or the progress of the project
- (Contract for work, 2 copies)
- Cover letter
- control slips
- List of supplies and costs
- Offer(s)
- Unrestricted/ restricted tender
- 
- 
-

**Assessment Sheet**

**Annex 1**

**I. Assessing whether the requirements for a contract for work (§ 631 BGB) are met:**

- |  | yes                      | no                       |
|--|--------------------------|--------------------------|
| 1. Content of the contract:<br>The content of the contract is                            |                          |                          |
| - Production/modification of manual work<br>(e.g. production or modification of a thing) | <input type="checkbox"/> | <input type="checkbox"/> |
| - Production/modification of non-physical work<br>(e.g. creating a homepage)             | <input type="checkbox"/> | <input type="checkbox"/> |
| -Service performance<br>(e.g. researching, collaborating, teaching, supervising)         | <input type="checkbox"/> | <input type="checkbox"/> |

**Please note: Contracts for services are not the same as contracts for work; the former are service contracts and are processed by Unit III. In such cases, please contact Unit III.**

- |  |                          |                          |
|--|--------------------------|--------------------------|
| 2. The contractual partner is - except for certain minimum requirements in the contract - <u>independent of instructions</u>   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The contractual partner is <u>financially independent</u>   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. The contractual partner shall carry out its <u>activities on its own responsibility</u> using <u>its own tools or specialist knowledge</u> from                             | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. The contractual partner <u>bears the risk</u> for the success of the results owed   | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Remuneration/ reimbursement of expenses   | <input type="checkbox"/> | <input type="checkbox"/> |
| - Remuneration is based on the <u>result of the work</u> (e.g. piece wage, flat fee), <u>not</u> on the basis of hourly compensation   | <input type="checkbox"/> | <input type="checkbox"/> |
| It concerns  |                          |                          |
| - remuneration for conducting business (activity)  | <input type="checkbox"/> | <input type="checkbox"/> |
| - non-remuneration for conducting business with replacement of the actual/ ordinary expenditure (also as a lump sum)   | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. The contract is aimed at a <u>one-time</u> service (not continuous tasks)   | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. The promised work is <u>accepted</u>  | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. The scope / time of the work to be delivered <u>can be determined</u>   | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. To your knowledge, is the contractual partner <u>currently</u> working for the University of Bayreuth as an employee (e.g. academic staff, student or graduate assistant)? | <input type="checkbox"/> | <input type="checkbox"/> |

**If so: Since when? \_\_\_\_\_ Which research group? \_\_\_\_\_**

- |   |                          |                          |
|---|--------------------------|--------------------------|
| 11. To your knowledge, was the contractual partner <u>formerly</u> at any time working as an employee (e.g. academic staff, student or graduate assistant) of the University of Bayreuth? | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|

**If so: When exactly? \_\_\_\_\_ Which research group? \_\_\_\_\_**

**Please note: For all activities which are normally carried out by an assistant under an assistant's contract, a service contract or employment agreement which includes the necessary insurance coverage for the contractual partner must be selected.**

**In such cases, please contact Unit III.**

**II. Information on the amount of the remuneration (please enclose supporting documents!):**

- 1. Has a restricted / unrestricted call for tenders been published?
- 2. Are several offers (quotes) available?
- 3. If items 1 - 2 are answered in the negative,
- 4. Why exactly was the above-mentioned contractual partner suggested?

- 3.1 The amount of the remuneration is justified as follows (calculation, if necessary, on a separate sheet):

- 4. Is a performance specification available?

**III. Declaration of the chair / orderer :**

I hereby confirm that, to the best of my knowledge and belief, the information given above on the Assessment Form (Annex 1) is complete and correct.

I acknowledge and undertake to reimburse the State of Bavaria for any damage, in particular due to consequences under labour or social security law, resulting from omitted, incomplete, incorrect or delayed information.

\_\_\_\_\_  
**(Signature of chair / orderer)**

\*\*\*\*\* To be completed by the University of Bayreuth! \*\*\*\*\*

**Questionnaire for the assessment of the social insurance obligations  
(to be completed in full by the proposed contractual partner/ contractor)**

**1 Personal information about the agent**

1.1	Last name		First name, middle name(s) (underline the name you go by)	
1.2	Maiden name		Pension insurance number (if assigned)	
1.3	Date of birth	Sex male      female	Nationality	
1.4	Place of birth			
1.5	Current address (street, house number)		Phone (daytime)	
1.6	Postal code/ city		Fax	
1.7	With which statutory health insurance provider (e.g. AOK, BKK, IKK, Ersatzkasse) are you currently insured? Name and address of health insurance provider			
1.8	If you are <b>not</b> currently covered by statutory health insurance: With which health insurance provider (e.g. AOK, BKK, IKK, Ersatzkasse) were you <b>last</b> insured? Name and address of health insurance provider			
1.9	To which pension insurance institution (BfA, LVA, Bundesknappschaft, Bahnversicherungsanstalt, Seekasse) were contributions <b>last</b> paid? <input type="checkbox"/> BfA <input type="checkbox"/> LVA <input type="checkbox"/> Bundesknappschaft <input type="checkbox"/> Bahnversicherungsanstalt <input type="checkbox"/> Seekasse			
1.10	Do you have any employment in addition to the activity being assessed? <input type="checkbox"/> no <input type="checkbox"/> yes                      If so: Please indicate employer.			

**2 Information about the principal / university research group\***

2.1	Name and designation of the principal/ research group	
2.2	Chair	
2.3	Phone	Fax

\* Please submit a separate questionnaire for each principal.

**3 Information on the activity (3.1 to 3.3 must be filled in!)**

3.1	<p>Are you <u>currently</u> working for the University of Bayreuth as an employee (e.g. academic staff, graduate or student assistant)?</p> <p>no <input type="checkbox"/> yes <input type="checkbox"/> <b>if so: Which research group? _____ Since when?: _____</b></p> <p><b>The difference between the activities within the scope of the contract for work and the activities as an employee must be explained on an additional sheet!</b></p>
3.2	<p>Have you <u>previously</u> worked for the University of Bayreuth as an employee (e.g. academic staff, graduate or student assistant)?</p> <p>no <input type="checkbox"/> yes <input type="checkbox"/> <b>If so: Which research group? _____ When? _____</b></p> <p>_____</p> <p>_____</p> <p><b>The difference between the activities within the scope of the contract for work and the previous activities as an employee must be explained on an additional sheet!</b></p>
3.3	<p>Have you <u>previously</u> carried out work for the University of Bayreuth on a self-employed basis under a contract for work?</p> <p>no <input type="checkbox"/> yes <input checked="" type="checkbox"/> <b>If so: When? _____ Contract number: _____</b></p> <p>_____</p> <p>_____</p>
3.4	<p>Can you work for several clients?</p> <p>no <input type="checkbox"/> yes <input type="checkbox"/></p> <p>Are you working for several clients?</p> <p>no <input type="checkbox"/> yes <input type="checkbox"/></p>
3.5	<p>Is your business established in the legal form of a company (e.g. GmbH, KG, joint practice, partnership, GbR)?</p> <p>no <input type="checkbox"/> yes <input type="checkbox"/> <b>If so: Please indicate name and type of company</b></p>
3.6	<p>Are you an independent commercial agent within the meaning of § 84 para 1 of the German Commercial Code?</p> <p>no <input type="checkbox"/> yes <input type="checkbox"/> <b>If so: Please enclose a copy of the contract.</b></p>
3.7	<p>Have you registered a business?</p> <p>no <input type="checkbox"/> yes <input type="checkbox"/> <b>If so: Which trade was registered and since when?</b></p>
3.8	<p>Are you registered in the register of craftsmen?</p> <p>no <input type="checkbox"/> yes <input type="checkbox"/> <b>If so: Please indicate the Chamber of Trade with which you are registered.</b></p>
3.9	<p>Have you registered your company in the commercial register?</p> <p>no <input type="checkbox"/> yes <input type="checkbox"/> <b>If so: Please indicate the commercial register number.</b></p>
3.10	<p>Do you require a state permit/licence to carry out your activity and is this available?</p> <p>no <input type="checkbox"/> yes <input type="checkbox"/> <b>If so: Please indicate the type of permit/ authorization.</b></p>
3.11	<p>As a founder of a new business, will or have you received grant funds (e.g. from the employment office)?</p> <p>no <input type="checkbox"/> yes <input type="checkbox"/></p>
3.12	<p>Have you received financial assistance from the orderer?</p> <p>no <input type="checkbox"/> yes <input type="checkbox"/> <b>If so: Please indicate the amount and type of financing resources.</b></p>
3.13	<p>Have you invested your own capital and/or provided security?</p> <p>no <input type="checkbox"/> yes <input type="checkbox"/> <b>If so: Please indicate the amount and type of capital / security.</b></p>
3.14	<p>Do you maintain your own business or office premises?</p> <p>no <input type="checkbox"/> yes <input type="checkbox"/> <b>If so: Please indicate the address of this space.</b></p> <p>Are operating costs (rent, electricity, water, telephone, office supplies, postage, cleaning of the office space) reimbursed by the principal?</p> <p>no <input type="checkbox"/> yes <input type="checkbox"/> <b>If so: Which costs will be reimbursed?</b></p>
3.15	<p>Do you employ staff /trainees?</p> <p>no <input type="checkbox"/> yes, these are <input type="checkbox"/></p> <p><input type="checkbox"/> family members* Please indicate the degree of kinship _____</p> <p><input type="checkbox"/> employees subject to compulsory insurance (excluding trainees) Number _____ and from when: _____</p> <p><input type="checkbox"/> relevant statutory health insurance provider with which <u>one</u> employee is registered _____</p> <p><input type="checkbox"/> Trainees Number _____ and from when: _____</p> <p><input type="checkbox"/> insurance-exempt employees (e.g. full retirement pensioners/retirees) Number _____ and from when: _____</p> <p><input type="checkbox"/> marginally employed Number _____ and from when: _____</p> <p><input type="checkbox"/> Employees the private household Number _____ and from when: _____</p> <p><small>* Family members are spouses, children, grandchildren, parents, grandparents, brothers and sisters, parents-in-law, children-in-law, grandchildren in law, stepchildren, step-grandchildren, spouses of siblings, brothers and sisters of spouses, and foster children of the contractor or his spouse</small></p>

**Continuation to 3**

3.16	Have you been allocated a company number by the employment office? <input type="checkbox"/> no <input type="checkbox"/> yes <b>If so: Please indicate company number.</b>
3.17	Do you have the option of refusing to accept certain assignments? no                      yes
3.18	Do you set your prices (e.g. sales prices) freely/ do you provide quotes? <input type="checkbox"/> no                      yes
3.19	Do you do the work exclusively in the name of and for the account of the principal? no                      yes
3.20	Are there any agreements between the principal and you about a contractual penalty? <input type="checkbox"/> no <input type="checkbox"/> yes
3.21	What are your business opportunities and risks? - Use a separate sheet if necessary -

**4 compensation information about the agent**

4.1	In what form do you receive the remuneration? <input type="checkbox"/> Fee <input type="checkbox"/> Wage/salary <input type="checkbox"/> Payment per assignment <input type="checkbox"/> Other type of remuneration: <input type="checkbox"/> Fixed sum <input type="checkbox"/> lump sum <input type="checkbox"/> Commission
4.2	Is there an entitlement to gratuities or other benefits? <input type="checkbox"/> no <input type="checkbox"/> yes <b>If so: Please describe:</b>
4.3	Are you entitled to continued payment of remuneration in the event of <input type="checkbox"/> incapacity <input checked="" type="checkbox"/> or work? no                      yes
4.4	Are you entitled to paid vacation? <input type="checkbox"/> No <input type="checkbox"/> yes
4.5	What is your average monthly profit from the activity as defined by income tax law?  euros
4.6	Do you pay VAT? <input type="checkbox"/> no <input type="checkbox"/> yes <b>If so: Please indicate VAT number.</b>

**5 Basis and form of the activities**

5.1	Are the working conditions laid down in writing? no                      yes <b>If so: Please enclose a copy of the contract.</b>
5.2	Do you have to keep regular working or attendance times? <input type="checkbox"/> no <input type="checkbox"/> yes <b>If so: Please indicate the number of hours:</b> <input type="checkbox"/> daily, <input type="checkbox"/> weekly, <input type="checkbox"/> monthly
5.3	Do you have to coordinate absence times with the principal in advance? <input type="checkbox"/> no <input type="checkbox"/> yes
5.4	Do you provide a replacement in case of incapacity to work and/or vacation? <input type="checkbox"/> no <input type="checkbox"/> yes
5.5	Do you return unfinished assignments to the principal in case of incapacity to work? <input type="checkbox"/> no <input type="checkbox"/> yes
5.6	Do you have to inform the principal in the event of a sudden inability to work? no                      yes



## Continuation to 5

5.7	Do you carry out work on the orderer's premises? <input type="checkbox"/> no                      yes <b>If so: Please indicate type and scope.</b>
5.8	Do you have to keep a record of attendance/working hours? <input type="checkbox"/> no <input type="checkbox"/> yes
5.9	May your activity be carried out only in a geographically limited area allocated by the orderer? no                      yes  Can the principal change this area of application without your consent? no                      yes
5.10	Are you free to choose your place of work? no                      yes
5.11	Are you given instructions regarding the execution (manner) of your activity? <input type="checkbox"/> no                      yes
5.12	Do you carry out the same work as the principal's permanent employees? <input type="checkbox"/> no                      yes
5.13	Do you have to submit reports on your activities to the principal? <input type="checkbox"/> no <input type="checkbox"/> yes <b>If so: In what form and at what intervals?</b>
5.14	Are you obligated to carry out the work personally? <input type="checkbox"/> no                      yes  Do you use auxiliary staff? <input type="checkbox"/> no                      yes
5.15	Is the recruitment of substitutes or auxiliary staff by you subject to the consent of the principal? <input type="checkbox"/> no                      yes
5.16	Do you run your own advertising? <input type="checkbox"/> no                      yes <b>If so: Please indicate the form of advertising.</b>
5.17	Does the client instruct you to use certain work equipment (e.g. work clothes, company car)? <input type="checkbox"/> no                      yes <b>If so: Please specify the type of work equipment.</b>
5.18	Does the principal provide you with work equipment? <input type="checkbox"/> no                      yes <b>If so: Please specify the type of work equipment.</b>
	Is the work equipment provided free of charge? <input type="checkbox"/> no                      yes <b>If so: Please indicate the type of free work equipment.</b>

**Declaration of the agent:**

I hereby confirm that I have answered the above questions truthfully. I am aware that this information will be used for insurance law assessment. I will inform my statutory health insurance provider of any changes.

If I have not yet chosen a relevant statutory health insurance provider and if I am not a member of a statutory health insurance provider, I declare with my signature that I will join a statutory health insurance provider in the event that the assessment reveals I am obligated to take out statutory health insurance.

Date \_\_\_\_\_

Agent's signature \_\_\_\_\_

Data protection notice (§ 67 a para 3 SGB X): The collection of the data is based on § 28 o para 2 SGB IV and § 98 SGB X. It provides a basis for determining insurance obligations.

**Annex to the recommendation for concluding a contract**

1. Nationality of the contractual partner:

\_\_\_\_\_

2. Any foreign national who does not come from an EU member state must have a residence permit in conjunction with a permit for self-employment.

3. For **all** foreign contractual partners, an officially certified copy of the passport must be enclosed. This authentication can only be carried out by the authorities authorized to do so (contact the city's registry office or main office)

Bayreuth, [date] \_\_\_\_\_

Bayreuth, [date] \_\_\_\_\_

\_\_\_\_\_  
(Signature of the principal)

\_\_\_\_\_  
(Signature of the agent)

Subject: **Contract for work or unpaid order**

between the

University of Bayreuth, 95440 Bayreuth

and

\_\_\_\_\_  
(AGENT, street address, postal code, city)

\_\_\_\_\_  
TITLE OF THE PROJECT contract number

**Confirmation of the successful *completion or the progress* of the project:**

This confirms that the above-mentioned work has been performed in the contractually agreed manner or that the order has been fulfilled.

The agreed payment (gross) in the amount of €\_\_\_\_\_ can now be made.

The payment is: .....  Final payment/amount .....  Part payment/amount

Payment as given in the enclosed invoice

Payment to an account that was already specified

Payment should be made to the following account:

Name/ account holder: \_\_\_\_\_

IBAN: \_\_\_\_\_ BIC: \_\_\_\_\_

Banking institution: \_\_\_\_\_

Bayreuth, [date] \_\_\_\_\_

partial invoice  final invoice

\_\_\_\_\_  
Signature of the principal

Factually and mathematically correct: €

Titel: .....

Kst./Proj.: .....

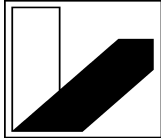
AA ..... ZPNr.: .....

KOA ..... Jnr. ....

FL-HÜL..... BU-HÜL.....

Bayreuth, [date]

**Schlüssel 150**



**Between the State of Bavaria,  
represented by the University of  
Bayreuth, in turn represented by the  
Provost  
and**

**(hereinafter referred to as "agent") the  
following contract for work is concluded:**

1. Mr. /Ms./ Mrs.

undertakes to produce the following work:

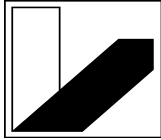
The agent will receive additional information on item 1 from

Mr. /Ms./ Mrs.

2. The work begins on     and is to be completed by     . Confirmation of successful completion or continuation of the work is to be submitted to the University of Bayreuth.
3. The agent receives a total gross fee for the processing, including any value added tax that may be incurred. In the case of certain artistic performances by foreign agents not registered for tax in Germany, the gross fee is reduced before payment by the withholding tax (approx. 15%) to be withheld under § 50a EStG. The payment amount shall cover all expenses in connection with the above-mentioned assignment, in particular travel expenses and similar expenses. The fee is due after delivery of the results (see item 2). If the work is performed within the scope of a commercial, agricultural or forestry activity or freelance work, the agent is to provide an invoice. Proper execution of the work must be confirmed by the university institute / research group.
4. The agent shall perform the tasks arising from this contract for work independently and on his/her own responsibility. The agent is not an employee of the University of Bayreuth. Execution of the work is a one-time service and not a permanent assignment.
5. In the case of agents not registered for tax in Germany, the total fee shown here is generally to be understood without value added tax. In this case the VAT is paid separately by the university in accordance with § 13b UStG and charged to the research group. The agent is responsible for paying other taxes and duties. The University of Bayreuth is entitled and, in the case of payments totalling more than €1,500 per year, obligated to inform the relevant tax authority of the payments made.
6. The agent grants the University of Bayreuth an exclusive, transferable, free and unrestricted right of use to the University of Bayreuth for the works created by him/ her within the scope of this contract or the results of the work.
7. Insofar as no separate provisions have been made in this contract for work, the relevant provisions of the German Civil Code shall apply. Should any provision of this contract be or become invalid, the validity of the remaining provisions shall not be affected.
8. The place of jurisdiction is Bayreuth. The contract for work is governed by German law.

Bayreuth, 19.05.2020 Bayreuth, 19.05.2020

Provost by order of Frahnert, ORR



**UNIVERSITÄT  
BAYREUTH**

**Contract №:**

**Between the State of Bavaria,  
represented by the University of  
Bayreuth, in turn represented by the  
Provost  
and**

**(hereinafter referred to as "agent") the  
following contract for work is concluded:**

1. Mr. /Ms./ Mrs.

undertakes to produce the following work:

The agent will receive additional information on item 1 from

Mr. /Ms./ Mrs.

2. The work begins on and is to be completed by . Confirmation of successful completion or continuation of the work is to be submitted to the University of Bayreuth.

3. The agent receives a total gross fee for the processing, including any value added tax that may be incurred. In the case of certain artistic performances by foreign agents not registered for tax in Germany, the gross fee is reduced before payment by the withholding tax (approx. 15%) to be withheld under § 50a EStG. The payment amount shall cover all expenses in connection with the above-mentioned assignment, in particular travel expenses and similar expenses. The fee is due after delivery of the results (see item 2). If the work is performed within the scope of a commercial, agricultural or forestry activity or freelance work, the agent is to provide an invoice. Proper execution of the work must be confirmed by the university institute / research group.

4. The agent shall perform the tasks arising from this contract for work independently and on his/her own responsibility. The agent is not an employee of the University of Bayreuth. Execution of the work is a one-time service and not a permanent assignment.

5. In the case of agents not registered for tax in Germany, the total fee shown here is generally to be understood without value added tax. In this case the VAT is paid separately by the university in accordance with § 13b UStG and charged to the research group. The agent is responsible for paying other taxes and duties. The University of Bayreuth is entitled and, in the case of payments totalling more than €1,500 per year, obligated to inform the relevant tax authority of the payments made.

6. The agent grants the University of Bayreuth an exclusive, transferable, free and unrestricted right of use to the University of Bayreuth for the works created by him/ her within the scope of this contract or the results of the work.

7. Insofar as no separate provisions have been made in this contract for work, the relevant provisions of the German Civil Code shall apply. Should any provision of this contract be or become invalid, the validity of the remaining provisions shall not be affected.

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Bayreuth, 19.05.2020

Bayreuth, 19.05.2020

Provost

by order of Frahnert, ORR



University of Bayreuth, 95440 Bayreuth

Mr./Ms./Mrs.

Ref. № H 4020 – I/AR

Please include in future correspondence

Bayreuth, 22.11.2021

**Contract for work:** Contract  
**with:** Mr./Ms./Mrs.  
**dated:** 22.11.2021

Dear Mr./Ms./Mrs.,

The above-mentioned recommendation for the conclusion of a contract was assessed and found to be in order.

No employment relationship with the University of Bayreuth or other legal objections to the conclusion of the contract were established.

The total budget appropriations for the contract for work were set at € **(gross)**.

I am enclosing the contract for work signed by the University of Bayreuth. If the work contractor has already signed, please forward the original to him/her; if the work contractor has not yet signed, please have him/her countersign and return one countersigned original to me; the other original is intended for his/her records.

As soon as the promised work has been fulfilled in whole or in part (in the case of payments on account), please send us the fully completed confirmation form(s) so that the relevant payments can be made to the agent.

Yours sincerely,

I/AR

Frahnert, ORR

Subject:  **Contract for work** for:  
 **Assignment** dated: 19.05.2020

No.:

I. Received by **I/AR** on [date]: \_\_\_\_\_

Kapitel:

Old contracts with the same contractual partner or with the same principal (according to list):

Title:

are not present  WV number: \_\_\_\_\_ dated: \_\_\_\_\_

Account

II. To **Reg.** for his/her information and assessment:

Employment relationship  not present.

Has been employed since: \_\_\_\_\_

in the research group:  Was employed from \_ to \_\_\_\_\_.

fixed-term  permanent

Maximum limit of 5 years reached!

\_\_\_\_\_  
Date, initials

III. To **Unit III** with the request to check whether there are any concerns with regard to personnel law:

There are no such concerns. The contract can be executed.

The following concerns have been raised with regard to personnel law: \_\_\_\_\_

\_\_\_\_\_  
Date, initials

IV. To **I/AR** to check whether there are any legal objections to the attached recommendation for the conclusion of a contract:

There are no legal concerns.

The following legal concerns have been raised: \_\_\_\_\_

The following contract type should be chosen (please fill in if no contract for work exists):

\_\_\_\_\_  
Date, initials

V. To **II / Vorzimmer** to be forwarded to the budget officer with the request to check the coverage of the funds. Funds available?  Yes  No

\_\_\_\_\_  
Date, initials

VI. To **II/1.1.2** for determination:

Amount determined: € \_\_\_\_\_ HÜL No. \_\_\_\_\_

Name, address, bank IBAN, BIC

VII. To **I/AR**:

VIII. for assessment (**Reg.**)