

Freelance Contract

between the Westf. Wilhelms-Universität Münster, represented by the Rector and the Chancellor acting on behalf of that person, the Chancellor here being represented by the project coordination:

.....
 first name, surname

 research institution

 street, town

- subsequently called 'principal' –

and

Ms./Mr.
 living in (street, town)
 responsible tax office
 (complete address)

- subsequently called 'contractor' -

§ 1

The principal charges the contractor with the performance of the following service(s): ¹⁾

.....

The contractor will perform these services in his own responsibility, as follows ²⁾:

.....

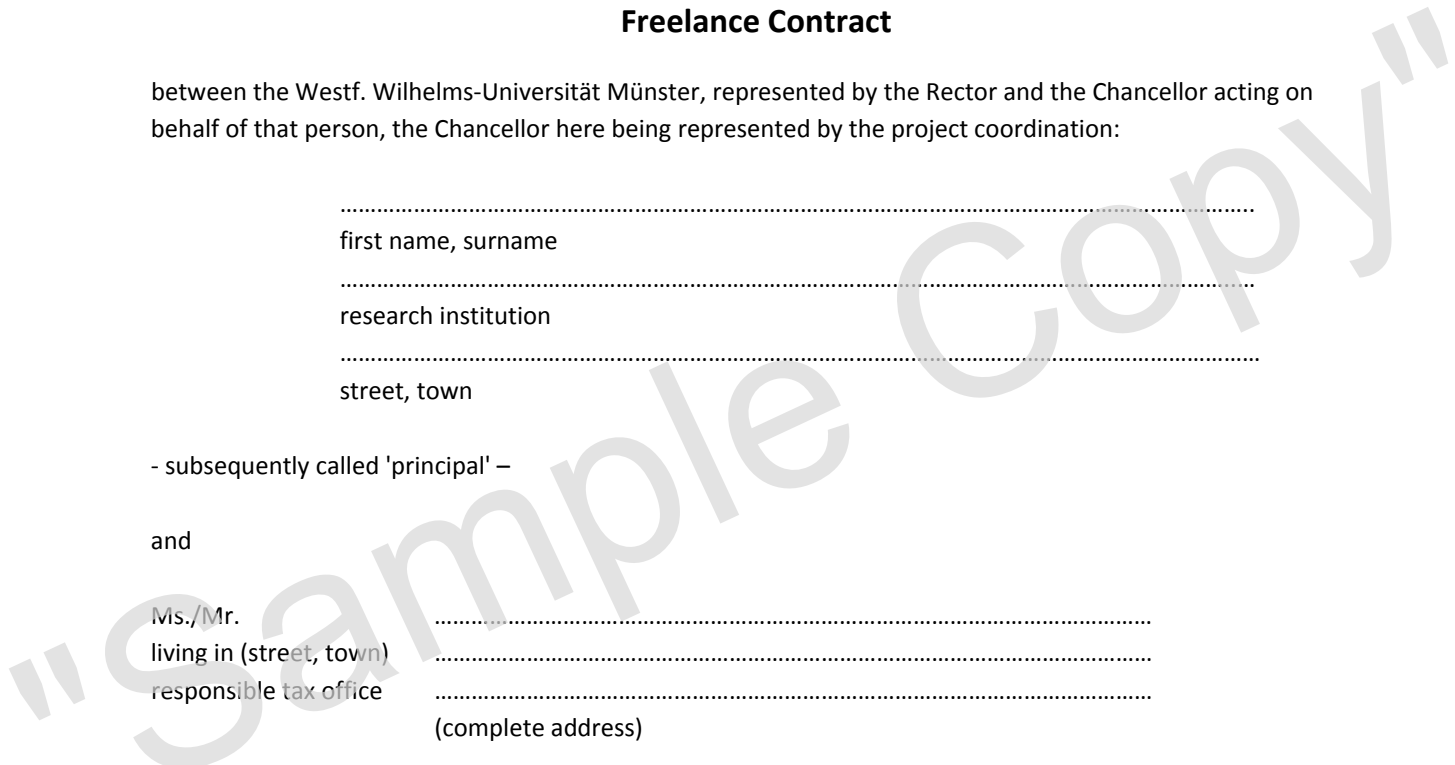
§ 2

The fee amounts to EUR It is composed as follows³⁾:

.....

The fee covers all expenses that the contractor may incur in the course of performing the tasks outlined in §1.

.....
¹ please complete as the individual case requires and/or delete as applicable
² indication of time and place of performance and other important aspects
³ criteria: market price / time involved / expenditure subsidy



§ 3

The fee becomes payable after the previously specified service has been performed. The payment is made from section , title , sub-account / mode of payment⁴⁾ , type of expense , faculty /object account⁵⁾ , institute key/ cost centre. , through bank transfer to account no. at , bank code

§ 4

The declaration of the fee for the purpose of taxation is incumbent on the contractor. The contractor is aware that it is the principal's duty to notify the tax authorities about payments to contractors in accordance with the decree of the federal government from 26/09/1999.

Regarding his or her position as a self-responsible partner who is not socially dependent on the principal, the contractor is accountable for the performance of his or her legal interests concerning insurance. He or she thus exempts the principal from any liability for the behaviour of the contractor. Regarding the presently unclear legal situation concerning the "Korrekturen in der Sozialversicherung" (Corrections in Social Insurance), the contractor and the principal both agree that the contractor is responsible for supplying his part if the contract is, or will be, liable to social security contributions.

§ 5

As far and as long as the contractor works for the principal to fulfil the contract, he or she is subject to that party's regulations concerning the aspects of work safety and order. The contractor is therefore obliged to treat confidentially any information regarding the processes and documents of the principal he or she gets access to within the framework of this contract.

§ 6

The contract becomes effective after it has been signed by both parties; modifications and supplements to the contract must be made in written form. Legal venue is Münster. If not otherwise specified, §611 ff. of the Civil Code apply.

Münster,	Münster,
contractor	principal
..... ⁶

The principal confirms with the subsequent signature that the service agreed upon within the frame of the Freelance Contract has been carried out both correctly and completely so that the payment can be settled and the money can be transferred.

Münster,
principal
.....

⁴ The type of payment only has to be indicated for third-party funding accounts that belong to title group 98/99.

⁵ Object accounts that belong to title groups 98/99 are treated like cost units in output and cost accounting. The indication of a cost centre is therefore not possible.

⁶ At the same time, this signature confirms that

1. the contractor is not a university employee,
2. the signing of the contract does not directly follow a limited-term employment contract, and
3. the contract does neither determine nor continue any relationship of social dependence.

If one of these conditions is not fulfilled, a justifiable application for an approved exception has to be submitted to the rectorate before the contract can become effective. Without this approval, no legally binding contract with the Westf. Wilhelms-Universität Münster exists. Payment of fees from household resources, i.e. also from third-party funding, is not allowed. In such cases, the project coordination would expose itself to the risk of individual liability.