

*Übersetzungshilfe zum Gastwissenschaftlervertrag
(männlich, mit Reisekosten)*

AGREEMENT

**between the Federal State of Baden-Württemberg
- represented by Ulm University -**

and

Mr _____ (Visiting Scholar),
born on _____

Home address:

Home institution:

§ 1

The Visiting Scholar is authorised to spend the **period from _____ to _____** at Ulm University, Department/Institute of _____, with a view to gaining further personal qualifications and, in particular, for the purpose of expanding his scientific knowledge and experience and exchanging insights into scientific work.

For these purposes, the visiting scholar is allowed to use the premises of this department in order to perform the tasks his scientific project requires and to use the required facilities and equipment provided by Ulm University.

The Visiting Scholar is obliged:

- a) To follow the instructions of authorised personnel of Ulm University in as far as these are required to maintain operations and services,
- b) To comply with any laws, decrees, accident prevention regulations or internal safety regulations of Ulm University as well as any existing administration and usage regulations,
- c) To handle any property, in particular, any facilities and equipment of Ulm University with care,
- d) To keep secret any confidential information that might become known to him as a result of or during his stay at Ulm University, not to provide access to such information to third parties and not to use it for his own purposes. This applies, in particular, to trade secrets of Ulm University and third parties, new findings covered by property right and any information in connection with cooperation agreements.

Furthermore, the Visiting Scholar agrees to finance his research from his own resources unless Ulm University explicitly agrees to provide further funding.

§ 2

1. This Agreement does not constitute a service or employment relationship. The Visiting Scholar is not subject to any work-related or disciplinary instructions by Ulm University with the exception of the above regulations. Moreover, Ulm University has no right to any results of his work. No entitlement to an ensuing employment relationship arises.
2. Ulm University assumes the travel expenses in connection with the Visiting Scholar's stay, i.e. the return trip and required expenses for accommodation, to the following extent:

Unzutreffendes bitte streichen:

a)
documented travel expenses in accordance with the state law on travel expenses reimbursement (Landesreisekostengesetzes BW). The assumption of expenses is limited to a total of _____ €.

b)
documented accommodation expenses (excluding breakfast) up to 80.- € per night.

For undocumented accommodation (private accommodation), the Visiting Scholar receives a lump-sum of 20 € per night for the first 14 days, then 15 €.

The assumption of accommodation expenses is limited to a total of _____ €.

Reimbursement of expenses must be claimed in writing and submitting proof thereof at Ulm University, ZUV, Abteilung III-1 Personalservice, within 6 months of termination of the stay as a Visiting Scholar.

The Visiting Scholar is responsible for any payment of taxes.

3. The Visiting Scholar is not entitled to any remuneration or compensation by Ulm University or the Federal State of Baden-Württemberg.

§ 3

The Visiting Scholar is obliged to compensate for any damage caused to the Federal Baden-Württemberg, Ulm University or any third party. A personal liability insurance is recommended.

§ 4

Liability of Ulm University and the Federal State of Baden-Württemberg with regard to the Visiting Scholar does not exceed statutory requirements. It is therefore recommended that the visiting Scholar take care of his own accident and health insurance.

§ 5

The Visiting Scholar's stay ends on the day of termination indicated in § 1. Therefore, no notice of termination is required.

The Visiting Scholarship relationship also terminates on the day any residence permit terminates, is revoked or expires without the need for a separate notice of termination.

The Visiting Scholarship relationship can also be terminated by either party with two weeks' notice without giving reasons. If the Visiting Scholarship relationship is terminated for cause, no notice period is required.

§ 6

The Visiting Scholar is obliged to return any documents and objects that are in the possession of or at the disposal of the Federal State of Baden-Württemberg / Ulm University when his stay as Visiting Scholar terminates.

§ 7

Should the Visiting Scholar transfer his domicile or usual place of residence outside the territory covered by the Code of Civil Procedure after the conclusion of this Agreement or his domicile or usual place of residence is unknown at the time of the filing of an action, the place of jurisdiction regarding any proprietary claims arising from this agreement is Ulm.

This Agreement is governed by the law of the Federal Republic of Germany under exclusion of the German conflict of laws regulations.

The parties agree that no claims beyond the rights stated in this Agreement exist. Changes, amendments and side-agreements must be in writing; this written form requirement can only be waived in writing.

This Agreement is issued in three copies; one for the Central University Administration, one for the Visiting Scholar and one for the host institute.

Ulm, dated _____