

**Guest Researcher Contract**

concluded between

**the University of Salzburg**

Kapitelgasse 4-6, 5020 Salzburg

represented by the head of the organisational unit [please insert]

responsible organisational unit: [please insert]

and

[please insert the name and address of the guest researcher]

hereinafter referred to as 'Guest Researcher'

*§ 1 Preamble*

*The above-mentioned Guest Researcher is working on a topic that is closely linked to research being conducted at the organisational unit [please insert]. Upon being granted permission to stay at the organisational unit, the Guest Researcher should be given the opportunity to delve further into and expand his/her research in such a way that is also beneficial to the interests of the University of Salzburg.*

§ 2 Object of the Contract

Insofar that it is necessary for the realisation of the purpose agreed upon in § 1, the Guest Researcher is allowed to use the resources (such as offices, laboratories and large equipment) of the organisational unit free of charge for the period from [date] to [date]. However, the Guest Researcher must reach an agreement with the responsible head of the organisational unit as to the specific scope and type of use of the facilities.

When using the facilities, the Guest Researcher must observe the rules of the organisational unit and the University of Salzburg, e.g. house rules (which are available at: <https://www.uni-salzburg.at/fileadmin/multimedia/Raumvermarktung/documents/mb161122-hausordnung.pdf>), laboratory regulations, occupational health and safety as well as all the guidelines of the University of Salzburg (of which the most important are available at [www.uni-salzburg.at/plus-s](http://www.uni-salzburg.at/plus-s)) and which are, in this respect, subject to the instructions of the head of the organisational unit and the rectorate.

§ 3 Legal relationship with the University of Salzburg and its employees

The parties agree that they do not intend to establish either an employment relationship or an employment contact through this agreement and its actual implementation, and therefore there shall be no claims for remuneration. Additionally, there is no entitlement either to a subsequent employment relationship or an employment contract with the University of Salzburg as a result from the guest stay.

Subject to the provision in § 2, the Guest Researcher is not subject to any instructions in terms of time, nor to the manner of his/her activity at the organisational unit. The Guest Researcher is not entitled to issue instructions on his part to the employees of the University of Salzburg.

§ 4 Confidentiality and privacy

The Guest Researcher undertakes to treat as confidential (with respect to third parties) all secret information obtained in connection with the guest stay. The obligation of confidentiality does not apply if the information becomes public knowledge through publications of third parties or in any other way, or the respective party has expressly consented to its disclosure.

The Guest Researcher undertakes to comply with the data protection regulations.

**The Guest Researcher expressly agrees that the University of Salzburg is entitled to process the personal data of the Guest Researcher – that which is related to the execution of this Contract – for administrative purposes as regards the implementation of the guest stay.**

§ 5 Rules to ensure good scientific practice

The rules for ensuring good scientific practice are an integral part of this Contract and available at: <https://www.uni-salzburg.at/fileadmin/oracle_file_imports/863158.PDF>

§ 6 Results

The Guest Researcher undertakes to inform the responsible head of the organisational unit without delay any about significant results (patentable inventions in particular) obtained in connection with the guest stay or with the usage of the facilities at the organisational unit. The University of Salzburg should thereby be given the opportunity to examine the results for a 'University of Salzburg own-share ratio'. The parties shall agree accordingly on the treatment of the collective results (between University of Salzburg staff and the guest researchers).

§ 7 Publications

In principle, the scientific findings obtained are intended for publication. The head of the organisational unit shall be informed of the intention to publish a work which is related to the guest stay or which was achieved by using the facilities at the organisational unit. The head of the organisational unit shall decide together with the author as to whether and in what form reference is made to the organisational unit in the publication.

The head of the organisational unit may request a delay in publication so that any patent applications (for patents) shall not be endangered through publications which are prejudicial to novelty, or so that secret know-how is not exposed.

Regardless thereof, the Guest Researcher of the University of Salzburg shall grant a simple and free-of-charge usage right to his/her publication for non-commercial scientific research purposes.

§ 8 Insurance coverage

Due to the absence of an employment relationship with the University of Salzburg, there is no entitlement to insurance coverage for the Guest Researcher in terms of statutory health insurance, nursing care insurance, accident insurance, unemployment insurance or pension insurance. The Guest Researcher is therefore advised to provide his/her own adequate insurance cover.

**If the Guest Researcher intends to use the infrastructure (large equipment in particular) of the University of Salzburg, he/she must take out his/her own indemnity insurance for this purpose.** Should the Guest Researcher not take out the appropriate indemnity insurance, he/she is liable for any damage.

§ 9 Liability provision and disclaimer of liability

The University of Salzburg is liable for damage that is not personal injury – only in cases of wilful intent and gross negligence. The Guest Researcher is expressly advised not to carry or store any personal valuables during his/her stay at the organisational unit. In any case, no custodial duties nor obligations of due diligence shall be assumed by the University of Salzburg in this regard for valuables which are brought in nonetheless.

§ 10 Completion and return of goods

This Contract may be terminated by mutual written agreement at any time. Termination by either of the parties must be made in writing, with a notice period of two weeks before the end of a calendar month.

The Contract may be terminated without notice in writing for good cause. In this respect, good cause (which entitles the University of Salzburg to termination) is, in particular, the serious breach of obligations under this Contract.

Upon termination of the Contract, the Guest Researcher must hand over to the head of the organisational unit – promptly and in good condition – the items made available thereto or otherwise obtained (such as keys, access chips, etc.).

§ 11 Place of jurisdiction

The competent court for such matters in the city of Salzburg is agreed as the place of jurisdiction for all disputes arising from this Contract. Austrian law applies.

§ 12 Written form

Changes and additions to this Contract must be agreed upon in written form.

The Guest Researcher has received a copy of this Contract.

Place: Salzburg Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the University of Salzburg Guest Researcher

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name of the head of the responsible OU] [Name of the Guest Researcher]