



Agreement

MARTIN LUTHER
UNIVERSITY
HALLE-WITTENBERG

on the Allocation of a Guest Lecture

Only for translation purposes –Please do not fill out!

This form is intended for the respective institution and for the guest speaker

between Martin Luther University Halle-Wittenberg, represented by

- The Dean of the Faculty: _____
- The Head of the Central Institute: _____
- The Head of the Scientific Centre: _____
- The Chancellor for projects that are administrated by Department 6 – Research, Transfer and External Services (Project no. _____)
- The Project Manager in the case of external funding: _____
(Project no. _____)

and the Guest Speaker

Ms Mr

(Title) Last, first name: _____

Street, house number: _____

Post code and city: _____

Employer: _____

Date of birth: _____

Bank details: IBAN: _____ BIC: _____

Financial institution: _____

Tax ID number: _____

The following Guest Lecture Agreement is concluded:

1 Object of Agreement

Topic of guest lecture: _____

Place of lecture: _____

Date, time, length: _____

Based on the content of the guest lecture, a social security payment for artists shall be made yes no.

2 Remuneration and Travel Expenses

(1) Remuneration

- The Guest Speaker shall receive payment amounting to _____ euros.
- Payment of a remuneration is waived.

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(2) Travel expenses

- The Guest Speaker shall receive Travel expenses
 Compensation for distance travelled (0.20 €/km; max. 130.00 € per trip)
 Accommodation expenses
 No travel expenses.

3 Value Added Tax

Remuneration and travel expenses are subject to statutory VAT.

VAT is not charged because:

- The lecture is considered tax-exempt instruction. This requires the event listed in Section 1 to fulfil the prerequisites of tax-exempt instruction as per Art. 4 (1) 21 b aa) of the Value Added Tax Act (UStG) (integration in an academic teaching context): the lecture shall impart knowledge and/or skills that relate to past or, in the course of the event, subsequent curricula. Afterwards participants shall have the opportunity to ask questions or a discussion shall follow.
- VAT is not applicable because the Guest Speaker is the owner of a small business as per Art. 19 UStG.

VAT shall be charged because the instruction is not tax exempt.

- For speakers residing in Germany, VAT shall be reported as follows:

	Remuneration (net):		EUR
+	19 % VAT		EUR
=	Total:		EUR.

Please note:

Department 2 – Finances shall determine whether or not the lecture given by a foreign guest speaker is tax exempt. The university shall pay the VAT for foreign guest speakers who hold lectures that are not tax exempt.

4 Other

- (1) Guest lectures are single events on individual topics that do not serve to cover curricular teaching. The Guest Speaker shall ensure that he/she is not employed by the university. A guest lecture may only be allocated to a person holding a teaching position at the university if the upper limit is not exceeded.
- (2) The Guest Speaker shall hold the lecture on his/her own authority.
- (3) The Guest Speaker is to fulfil his/her own tax and social security obligations. The responsible tax office shall be informed by Department 2 – Finances.
- (4) The Guest Speaker is not entitled to remuneration if he/she is hindered from providing the service set forth in this Agreement due to illness or other hinderance.
- (5) The Annex to this Agreement on the Allocation of a Guest Lecture is an integral component of this Agreement.
- (6) German law shall exclusively apply to this contractual relationship and to claims arising from it.

Signature on behalf of the Faculty/Central Institute/Scientific Centre/Chancellor/Project Manager for External Funding:

_____, _____
Place Date

Signature & Stamp
(Person responsible for the allocation of a guest lecture)

Signature of the Guest Speaker:

_____, _____
Place Date

Signature

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➤ **Remuneration**

Remuneration shall only be paid for conducted lectures. Cancelled lectures shall not be remunerated.

Remuneration above and beyond 250 € requires special justification.

The regular limitation period of three years shall apply with regard to the remuneration of the guest lecture (Art. 195 of the German Civil Code). The three-year limitation period begins at the end of the year in which the claim arose (Art. 199 of the German Civil Code).

➤ **Travel Expenses**

Guest speakers can only claim travel expenses if this has been agreed on in the contract. Travel expenses are reimbursed in accordance with the Federal Travel Expenses Act and the state regulations of Saxony-Anhalt. Reimbursement shall be for the cheapest ticket on the shortest route of the lowest class of a regular means of transport. If a private vehicle is used, 0.20 € per km – with a cap of 130 € - per event day shall be reimbursed. Exceptions to this must be approved by the Chancellor before the start of the trip. Liability shall not be assumed for material damage incurred through the use of a private vehicle. A per diem allowance shall not be granted.

Costs for accommodation (excluding breakfast) shall only be reimbursed in accordance with Art. 7 of the Federal Travel Expenses Act if this has been agreed on in the contract.

The claim to reimbursement of travel expenses expires if it is not applied for in writing or electronically within a period of six months after the date of the event (Art. 3 (1) 2 Federal Travel Expenses Act).

➤ **Accident Insurance**

Please note that - due to the absence of an employment relationship - guest speakers are not covered by statutory accident insurance.