

Visiting Researcher Agreement

between

Bielefeld University, represented by the chancellor, Universitätsstraße 25, D-33615 Bielefeld

 - hereinafter referred to as the **University** -

and

Mrs/Ms/Mr	
Name, first name	
Street, postcode, city	
Date of birth	
Nationality	
Primary place of residence	
Tax numer (for primary residence in Germany)	
Private cell phone number	
Private email address	
IBAN / account number	
BIC	
SWIFT	
Name of the bank	

 - hereinafter referred to as **Visiting Researcher**-

Overview for booking purposes	
Total research stay grant (no VAT): _____	_____ EUR
Cost unit/ PSP element: _____	
Total fee for services: _____	_____ EUR
Cost unit/ PSP element: _____	
The intended payment is to be	
<input type="checkbox"/> paid to the bank account indicated	
Date: _____ Amount: _____ EUR	Date: _____ Amount: _____ EUR
Date: _____ Amount: _____ EUR	Date: _____ Amount: _____ EUR
Date: _____ Amount: _____ EUR	Date: _____ Amount: _____ EUR
<input type="checkbox"/> paid out in cash (on _____)	
Downpayments, if intended:	
Date: _____ Amount: _____ EUR	Date: _____ Amount: _____ EUR
Date: _____ Amount: _____ EUR	Date: _____ Amount: _____ EUR

Preamble

Bielefeld University offers researchers from other facilities who are not members of Bielefeld University an opportunity to conduct research at the University and to cooperate with the local researchers. Visiting Researchers are persons who are staying at the University for their own academic interest and pursuing academic activities, and who are not visiting the University in order to render a service. The Visiting Researcher will be assigned the status of a member of Bielefeld University for the term of the agreement with them upon its conclusion, cf. § 9 (4) HG NRW.

Case groups of Visiting Researchers

1. Professors, junior professors, Privatdozenten [senior lecturers]:

Please state the domestic or foreign university that is your employer below and indicate whether you are staying at Bielefeld University, for example, in the scope of a sabbatical (or in any other form): _____

How are you financing your stay as a visitor to Bielefeld University (salary or remuneration from your employer; project funding (please state the name of the project and the responsible professor at Bielefeld University); otherwise: _____

2. (Post-) doctoral students:

Please state the domestic or foreign university (or other facility) where you are employed/working or enrolled:

How are you financing your stay as a visitor to Bielefeld University (salary or remuneration from your employer; project funding (please state the name of the project and the responsible professor at Bielefeld University); scholarship; otherwise:

3. Further/other case group: _____

Provide information on financing of your stay: _____

§ 1 Details of the stay

The Visiting Researcher is going to visit the University from _____ to _____
(stays exceeding six months or renewals of the stay must be founded and agreed with the department P/O, section P/O.4) for the purpose of...

1. Strict research stay

academic findings are to be exchanged with the University's researchers and own research activities are to be pursued in the following field and in the following faculty/working group:

The Visiting Researcher is going to receive a financial grant totalling ___EUR for their research stay

If applicable, this will take place by way of offsetting against claims of the University (e.g., from a tenancy).

The grant comprises a
flat-rate travel allowance: _____EUR
flat rate for the stay: _____EUR

Documents¹ justifying the amount of the grant, if available, _____ are enclosed or the maximum values² are not exceeded.

This payment comprises a grant for costs of living rather than consideration for any academic work. The amount is linked to the financial requirements.

- The grant is awarded
- for a stay of up to one month potentially at or before the start date of the stay, but never before this agreement has been signed by all parties
 - for a longer stay in the form of monthly payments.

If necessary, a downpayment can be made at the start of the stay. Cash payment is possible. If the stay is terminated prematurely, the University may reclaim any downpayments already made proratedly as far as the period for which they were intended is not spent at the University in full anymore.

and/or:

Travel or accommodation expenses may be reimbursed upon application in accordance with the NRW State Travel Expenses Act (this option shall only be available if the respective type of expense is not already covered by a flat-rate payment).

¹ For budgetary funds: Faculty's internal provisions on flat rates for visitors; for third-party funds: Grant agreement/approval of the third-party funder as well as financing plan.

² For maximum values, see the information sheet on "Processing of visits by researchers from Germany and abroad"

§ 2 Rules for strict research stays within the meaning of § 1 no. 1

The Visiting Researcher shall be responsible for their own research activities. They shall not be obligated to render any services for the University. They shall not be subject to any right of instruction by the University regarding the design of the exchange and their research activities.

They shall have the right to use the facilities of the host faculty/department to a reasonable extent in coordination with the dean or the managing director of the institute, as far as this is required for their research activity. They shall observe all rules and regulations applicable at the University in this context.

§ 3 Rules for guest lecturers within the meaning of § 1 no. 2

The Visiting Researcher shall hold their guest lecture subject to their own responsibility. They shall not be subject to any right of instruction by the University.

They shall have the right to use the facilities of the host faculty to a reasonable extent, as far as this is required for their lecture activity. They shall observe all rules and regulations applicable at the University in this context.

§ 4 Taxes, insurances, visas

Any tax or social security obligations under German and foreign law that exceed the ones referred to in § 1 no. 2 shall be arranged by the Visiting Researcher subject to their own responsibility.

This shall also apply to taking out any insurance policies (e.g., liability, accident, health insurances). The University shall not provide any insurance.

The Visiting Researcher shall also be responsible for observing and complying with the applicable legal provisions regarding their stay in Germany (e.g., visas, provisions on registration).

§ 5 Non-disclosure

The Visiting Researcher commits to maintaining confidentiality about all matters that they become aware of during their stay and that are designated or identifiable as confidential. This shall continue to apply after termination of this agreement.

§ 6 Term of the agreement, termination, amendments

The agreement shall end automatically at the end of the stay at the University in accordance with § 1.

The agreement can only be terminated for cause during its term (extraordinary termination).

Departments P/O and F must be informed of any changes to the actual circumstances of implementation of the agreement (e.g., termination/early departure) immediately by the competent project manager or the responsible professor.

§ 7 Final provisions

The invalidity or unenforceability of any provision of this agreement shall not affect the validity of the remainder of the agreement.

The contractual relationship and any legal disputes arising from it shall be subject to German law exclusively unless any international provisions prevent this.

Bielefeld is agreed as the place of jurisdiction as far as this is permitted under § 38 of the German Code of Civil Procedure (ZPO; *Zivilprozessordnung*).



It is confirmed that sufficient funds are available within the scope of the above project / at the above office and, in the case of a third-party funded project, that use of funds for the purpose at hand is in compliance with the third-party funder's provisions. The faculty's internal rules on the amount of travel and accommodation flat-rates or fees (in the case of budgetary funds) or the grant agreement/approval of the third-party funder as well as the financing plan (in the case of third-party funds) are enclosed.

For guest researchers from abroad who do not speak German:
I have been provided with an English translation of this agreement and have fully understood the contents of the agreement that I am entering into.

_____	_____
Place, Date – Visiting Researcher	Place, date – the chancellor, faculty /institute/department management on behalf
_____	_____
Responsible professor / project manager	Place, date – Department P/O (facts/calculation correct)