

Fee Note – Foreign Residence

to the Mozarteum University Salzburg, Mirabellplatz 1, 5020 Salzburg - VAT-No: ATU37674904

1. Contractor: Mr Mrs Various (Please enclose a copy of your passport!)

Title, First name, Surname: _____ Date of Birth: _____

Address/Residence: _____

E-mail/Phone: _____ Matriculation no: _____

2. Work Performed: Lecture/Seminar/Workshop Artistic performance Other performance

Service description: _____

Work performed (on/from/to): _____

Amount paid out: EUR _____ VAT no.!: _____

Please transfer funds to account:

Bank: _____ Account in the name of: _____

IBAN: _____ BIC/SWIFT: _____

I declare that I do NOT have a domicile or habitual residence in Austria.

I declare that the income I have earned in Austria in the current calendar year is not expected to exceed EUR 2,000. I have enclosed proof of identity (e.g. copy of passport).

The General Conditions (see reverse) have been acknowledged and accepted by the Contractor.

By signing below, the Contractor confirms that he/she has received and taken note of the data protection information.

Place, Date

Place, Date

Signature of Contractor

Signature of Client
Mozarteum University Salzburg
represented by the Rector/Vice Rector for Resources

¹ Transfer of tax liability to recipient of service (reverse charge system).

Only to be completed by the administration: <input type="checkbox"/> Passport copy available <input type="checkbox"/> ZS-QU1 form available + 25% withholding tax € _____ Subtotal: € _____ + _____ % VAT: € _____ = total € _____	KST/Order: _____ Receipt no.: _____	Assignment: _____ Notes: _____
	Service Provided _____ (Date/Signature)	
	Payment Released _____ (Date/Signature)	
		posted FICO: _____

General Conditions

This fee note is based on a work contract that was concluded based on the following conditions:

1. Place and time of activity

The Contractor shall perform the agreed work independently and without external instructions. He/she agrees to participate in rehearsals and performances of artistic performances. Event locations and times shall be announced by the Client and accepted by the Contractor.

2. Provision of work materials and equipment

The Contractor shall itself and at its own expense provide the essential operating and auxiliary materials and equipment required for completion of the contract or for performance of the activity taken on by him/her and shall bear all expenses and costs incurred in completing the contract.

3. Representation by third parties

The Contractor shall be authorised to use qualified representatives or assistants and shall be required to pass on the fee due to the representative(s) to them. The authorisation of the Client is required for representation. No contractual relationship is created between these third parties and the Client. The Contractor shall also be liable for completion of the service in the event that the service is performed by subcontractors.

4. Type of service provision/liability

The Contractor shall be obliged to perform the agreed service or to have it performed with due care by others. The Contractor shall be liable for ensuring that the order is performed properly and correctly in accordance with the above description and on the agreed date (in each case). In the event of the either culpable or non-culpable - impossibility of providing the service, no right to the fee shall arise (entrepreneurial risk).

5. Remuneration and payment arrangements

The Contractor shall receive the fee shown above on completion of the agreed work. The fee shall be paid by bank transfer after defect-free completion of the work and after submission of a fully completed and approved fee note to be provided by the Client. The Client may make payments, with debt-discharging effect, to the account specified by the Contractor. The fee shall cover all possible expenses and costs incurred by the Contractor. No other fees of any kind shall be charged.

6. Social insurance, taxes and the Contractor's duty to provide information. The Contractor shall be responsible for paying taxes and for any compulsory insurance in accordance with the conditions set out in the fee note and, in particular, in accordance with the requirements of the Austrian Commercial Social Insurance Act. Insofar as the Client is legally obliged to do so, withholding tax pursuant to Section 99 of the Austrian Income Tax Act (EStG) or any value added tax shall be withheld and paid to the tax office.

7. Employees of the Client / Civil Servants at universities

7.1 In the case of an existing employment relationship with the Client, however, the fee is deemed to be remuneration for secondary employment and is charged for tax purposes together with remuneration from gainful employment. In this case, it is mandatory to complete the form "Account Statement of Secondary Employment".

7.2 If the Contractor is employed in an active civil servant federal employment relationship at a university, the Contractor's remuneration shall be paid as ancillary remuneration to be received at his/her regular place of employment (§ 240a BDG).

8. Right of use

8.1 The Contractor agrees to be available for public relations work for both the Client and third parties (such as sponsors of the Client) in connection with the contractual production/event/project to an extent reasonable for him/her without separate remuneration, in accordance with his/her possibilities and in coordination with the Client.

8.2 The Contractor shall grant Mozarteum Salzburg University the exclusive and transferable right, free of charge, to record its performances/contributions in the context of the contractual production/event/project in whole or in part on

sound and image carriers of any kind and to use these without any spatial or temporal restrictions in the form of analogue and/or digital audio carriers and/or image or video carriers or by means of electronic data transmission in any current or future technical process or format, in any configuration and on any carrier (data carrier), and to reproduce, distribute, broadcast, rent, sell, lend, archive, make available interactively or otherwise utilise, edit and publicly reproduce them in any form. The Contractor's copyright shall remain unaffected thereby.

8.3. In particular, this also includes the right to reproduce the production/event or the project or parts thereof on the website (in particular via (live) stream) and/or on social media (e.g. Facebook and Instagram) and on other online platforms of the client (e.g. YouTube and Vimeo), in particular for the purposes of press and public relations work including publications, and to reproduce, distribute, broadcast, rent, sell, lend, archive, make available interactively or otherwise utilise, edit and publicly reproduce them in any form. This also applies to photographs taken as part of the production process.

8.4. It is agreed that the production/event or the project or parts thereof shall be exploited on TV, new media - social media, other online platforms of the client and on audio or audiovisual media, in particular insofar as there is interest from third parties (TV broadcasters etc.). The Contractor shall authorise a recording of the production/event or project and shall also participate in such a recording. If the production/event or project is further exploited, for example on TV and on image and sound carriers (CD or DVD), the Contractor gives his/her consent by signing this contract and grants Mozarteum University Salzburg the necessary rights exclusively, without spatial, material or temporal restrictions, without separate remuneration, in particular the rights pursuant to § 68 para. 1 UrhG, § 68 para. 4 in conjunction with § 16 para. 1 and § 16 para. 3 UrhG, § 68 para. 4 in conjunction with § 33 UrhG, § 68 para. 4 in conjunction with §§ 59a, 59b UrhG.

8.5 The fee shall cover in particular the services described in Section 8.1. - Section 8.4. all utilisation/exploitation thereof or participation therein shall be paid for. The Contractor hereby waives the right to be named as the author.

8.6 The Contractor undertakes to indemnify the Client against third-party claims where these are asserted against the Client based on a service provided by the Contractor in breach of contract.

9. Lapse of claims

Notwithstanding mandatory statutory or other provisions, it is agreed that all claims arising from this contractual relationship shall lapse if not asserted by the Contractor to the Client in writing (by e-mail is sufficient) by no later than the end of the third month, calculated from the due date of these claims.

10. Non-applicability of employment law

The Contractor acknowledges that this contract is not an employment contract and that this contractual relationship is therefore not subject to employment law (holidays, sick pay, special payments, severance pay, etc.). If, contrary to the intention of the contracting parties, this contractual relationship were to be deemed to be an employment relationship by the Austrian courts, the Contractor expressly declares that the remuneration due under this contract shall be deemed to cover all benefits in excess of the salary provided for under employment law in such cases.

11. Confidentiality obligation

The contracting parties undertake to keep all data and information in connection with this contract - even beyond the termination of the contract - confidential, in particular all perceptions and documents attracting business confidentiality. If there is any doubt whether information is subject to confidentiality, it must be treated as confidential until it has been released in writing by the Client.

12. Place of jurisdiction

The place of jurisdiction for disputes arising from this contract shall be the competent court in Salzburg City. Austrian law shall apply.

13. Written form requirement

Amendments to this contract must be made in writing.

14. Final Provisions

The Contractor confirms that he/she has provided all information conscientiously and truthfully and undertakes to report any changes to the Client immediately.

Data Protection/Privacy Information

for contractors working with Mozarteum University Salzburg

1. Collection and processing of your personal data

Mozarteum University Salzburg collects and processes the following items of personal data: First and last name, contact details (telephone number and e-mail address), address, date of birth, matriculation number, bank account details, other billing data (any VAT number, details of small business owner yes/no, non-resident taxpayer yes/no, ZS QS form, etc.), passport copy, fee data, work performance data, image, sound and video recordings in accordance with the work contract.

2. Purposes

Mozarteum University Salzburg collects and processes the personal data mentioned under point 1 for the purpose of compliance with legal or individual contractual obligations, insofar as this is necessary to meet recording, documentation, information and reporting obligations and to carry out fee settlement.

Image, sound and video recordings made by the Contractor shall be processed as part of the work owed. The processing is exclusively for the purposes specified in the work contract using this image, sound and video material (in particular such material on the university's website, in the print media/printed matter of Mozarteum University Salzburg, on social media and on video platforms) to the agreed extent.

3. Legal basis

The processing of the personal data referred to in point 1 is by virtue of and for the purpose of completion of the contract (Art. 6 para. 1 lit. b GDPR) and the completion of legal obligations (Art. 6 para. 1 lit. c GDPR). The Contractor acknowledges that there is no legal or contractual obligation to disclose the personal data under point 1. However, non-disclosure means that Mozarteum University Salzburg will be unable to meet its obligations towards you and/or that it will be impossible to enter into the contract. Failure to provide the image, audio and video recordings would constitute defective completion of the work.

4. Data retention/storage

Image, sound and video recordings in accordance with the work contract

The image, sound and video material produced by the Contractor will only be stored by the Mozarteum University Salzburg for as long as is necessary for processing purposes. The storage period is determined in particular based on the following aspects:

- Suitability for documenting the history of Mozarteum University Salzburg; archival value;
- Suitability for use in the context of anniversaries and commemorative publications;
- Suitability for use on the website and in printed materials as well as in the social media channels of the Data Controller (e.g. Facebook);
- Type of event during which the recording was made;
- Type of image (number of persons, environment, situation depicted);
- Degree of interference with confidentiality interests of the data subjects; other interests of the data subjects.

Other personal data

All personal data of the Contractor referred to in Section 1 shall be stored in personal form until the assertion of claims connected with the contract is excluded by virtue of prescription and any retention periods, in particular retention periods under commercial and tax law, have expired and there is no archival value. After this time, the personal data of the Contractors shall be verifiably deleted.

5. Data transfer

Your data will not be passed on to third parties, except for those cases in which the university is required to pass on such data by law or due to project requirements forming part of the production process. Furthermore, photographs may be passed on to the respective main sponsors of Mozarteum University Salzburg, insofar as they are used in the context of advertising measures of this sponsor relating to the university, although only to the extent agreed in the contract for work concluded with you.

In addition, the images, audio and video recordings will be used on social media and video platforms and on the university's website to the extent agreed in the contract for work concluded with you. Please refer to the current privacy policies of the platform operators for more detailed information on data protection/privacy. Mozarteum University Salzburg manages its published social media and website content with special care. However, please bear in mind that information on the Internet is accessible worldwide and can be found using search engines and bundled with other information. In particular, copying and redistribution of published image, audio and video material cannot be excluded. Mozarteum University Salzburg has no influence over this and therefore accepts no liability for it.

6. Rights of data subjects

Every person has a right of access under Art. 15 GDPR, a right to rectification under Art. 16 GDPR, a right to deletion under Art. 17 GDPR, a right to restriction of processing under Art. 18 GDPR, a right to data portability under Art. 20 GDPR and a right to object under Art. 21 GDPR. Potentially, these rights of the data subject may be asserted at Mozarteum University Salzburg (the Data Controller pursuant to Art. 4 (7) GDPR), Mirabellplatz 1, 5020 Salzburg, datenschutz@moz.ac.at. The Data Protection Officer, Univ.-Ass. Dr Johannes Warter can be reached at datenschutz@moz.ac.at.

Furthermore, every person has the right to lodge a complaint with the Austrian Data Protection Authority if they believe that the processing of their personal data breaches the GDPR or the DPA.