



Universität Hamburg

DER FORSCHUNG | DER LEHRE | DER BILDUNG

Visiting Scholars Agreement - Version of 27 April 2021

This translation is for information only—
only the German version shall be legally valid and enforceable.

Visiting Scholars Agreement

by and between
Universität Hamburg
Mittelweg 177, 20148 Hamburg

represented by the President

who in turn is represented by

and

Preamble

This Agreement is composed in both German and English; In the event of any discrepancy or conflict, the German version shall prevail with respect to the interpretation of the rights and obligations of the Parties hereunder; This Agreement shall be governed, construed, and interpreted exclusively in accordance with German law.

Section 1

- (1) Universität Hamburg and the Visiting Scholar shall execute a visiting scholar agreement for the time period starting on _____ and ending on _____.
- (2) The Parties hereto are in mutual accord that the execution of this Agreement does not create any kind of service agreement or employment agreement, nor does it create any kind of employer-employee relationship under law. Furthermore no right to become a public employee or civil servant shall vest. The Visiting Scholar may organize and structure his or her activities and undertakings at his or her discretion and is under no obligation to provide or render any kind of performance or service as a form of consideration.

Section 2

- (1) The stay at Universität Hamburg is linked to a specific objective/purpose with regard to scholarly research.

(2) During the aforementioned stay, the Visiting Scholar may use equipment and facilities as required for the purpose of his or her stay within the scope of applicable regulations and provisions.

More specifically:

Section 3

Universität Hamburg does not cover liability, health, accident, or occupational insurance for Visiting Scholars. It is recommended that the Visiting Scholar take responsibility for ensuring adequate coverage through policies of liability, health, and occupational accident insurance during his or her stay. Universität Hamburg is excluded from any liability.

Section 4

The Visiting Scholar is subject to a duty of confidentiality which survives the term of this Agreement, covering all Universität Hamburg matters coming to his or her attention including any personal data and information.

Section 5

We would like to point out that data required for processing the stay at Universität Hamburg may be processed electronically and transmitted internally within Universität Hamburg as well as to government agencies under statutory reporting obligations. Specifically, this includes data concerning name, gender, academic degree, nationality, dispatching employer/agency and country, duration of stay, object/purpose of the stay, and type of financing, if applicable. This data and information will be collected, electronically processed, and used internally within Universität Hamburg to complete those tasks that require processing. Furthermore, this data may be processed—in an anonymized form—for statistical purposes. Your personal data and information will be deleted at the latest after five years.

Section 6

(1) Other than the rights set forth this Agreement, the Visiting Scholar shall have no other rights enforceable against Universität Hamburg. Additions, amendments, and ancillary agreements must be made in writing. This shall also apply to any waiver of the written form requirement set forth in the sentence above.

(2) The Visiting Scholar shall receive an executed copy of this Agreement.

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