

Treating personal data responsibly has high priority for the Universität Mozarteum Salzburg; therefore, so that you know how we use your data, you receive our information sheet on **data protection** as a **supplement** to the fee note.



Please  cross as appropriate:

## FEE NOTE

for  performing artists  guest lecture curriculum  other lecture

other service providers

**whose place of residence is abroad**

**(please submit a copy of your passport or in the case of lecturers / other service providers also the ZS-QU1 form)**

**addressed to Universität Mozarteum Salzburg, Mirabellplatz 1, 5020 Salzburg**

Mr  Mrs Ms First name: ..... Surname: .....

Address: .....

E-Mail/Tel.-No.: ..... Date of birth.: ..... Enrolment no.: .....

Description of service provided: : .....

from/to: ..... for the project .....

request the transfer of the amount € ..... as payment. If available VAT-no.: .....

into my bank account  in cash (only possible if the transfer would mean considerably more effort and expense)

Bank .....

Account in the name of .....

IBAN: ..... BIC/Swift:.....

.....  
Place, date

.....  
Signature of the holder of the service contract

**Please mark with a cross if the following - 1) OR 2) applies to you, because in this case the Mozarteum University will not make a taxation in Austria of income and/or of value added tax (VAT/Reverse Charge):**

**1)** I declare with my signature below, that my income, including all remuneration for travel, overnight accommodation as well as a per diem (for a maximum of five calendar days at one venue) a fee of a maximum of € 1000 and my total income in Austria which is subject to Austrian taxation will in this calendar year probably not exceed the total amount of € 2000.

**2)** I declare with my signature below, that due to my existing tax liability in Austria I am responsible myself for paying the taxes and social security contributions in Austria.

.....  
Place, date

.....  
Signature of the holder of the service contract

To be completed only by the finance department  will be submitted by the University to the Austrian Inland Revenue:  + deduction tax 25% € .....  Subtotal: € .....  + .....% VAT: € .....  = total € .....	Cost centre/project:	Allocation
	Slip No.	
	<b>Service provided</b>	Comments
	(date / signature)	
	<b>Payment approved</b>	<b>Personnel service:</b>
	(date / signature)	Side job <input type="checkbox"/> yes <input type="checkbox"/> no
		Personnel-No: _____
	entered FICO	(date / signature)

## SERVICE CONTRACT

A service contract is created between the parties to the contract on the basis of the activity or service defined in the fee note (see page 1). The contractor receives the fee stated above. After flawless completion of the activity / service and after submission of the completed and approved fee note, the fee is paid out. All possible expenditure and costs of the contractor are covered by the fee. No other kind of reimbursement is due.

The contractor him- or herself, according to the conditions stated in the fee note, is responsible for taking care of taxation and a possible compulsory insurance, in particular according to the commercial social insurance law. If an employment relationship with the Universität Mozarteum Salzburg already exists, the fee is considered to be reimbursement for a side job and is accounted as regards tax and social security together with the remuneration from the activity as an employed person. If earnings are already taxed abroad, value added tax stated in the fee note will be paid by the Universität Mozarteum Salzburg to the Inland Revenue Office in the City of Salzburg according to the reverse-charge principle. A possible deduction tax (according to § 98 – 99 of the Income Tax Law) will also be paid to the Inland Revenue Office in the City of Salzburg.

Special terms in the case of performing artists or lecturers:

- The contractor agrees that photographs and video clips taken in the context of the production may be used unconditionally for advertising purposes for the production, for subsequent productions and in publications of the Universität Mozarteum Salzburg without any separate remuneration. The contractor further agrees to the use of such photographs by principle sponsors of the Universität Mozarteum Salzburg without separate remuneration, in so far as this usage occurs in the context of advertising by the relevant principle sponsor that refers to the Universität Mozarteum Salzburg.
- The contractor is obliged to provide the Universität Mozarteum Salzburg within good time (when requested) before the start of rehearsals with all necessary information about his / her person; this includes current biographies, current portrait photos free of the rights of third parties, stating the name of the photographer (producer of the photographic material). The contractor further agrees, according to his or her possibilities by agreement with the Universität Mozarteum Salzburg to make him- / herself available to a reasonable degree for forms of public relations work for the Universität Mozarteum Salzburg as well as for third parties (such as sponsors), in particular in connection with the production which is the subject of the contract. It is agreed that the production should be exploited on television, in the new media and on audio and audio-visual media, in so far as interest exists, in particular by third parties (TV broadcasters etc.). The contractor will allow a recording of the production to be made and take part in such a production. In so far as further exploitation of the production occurs, for instance on television and on visual and audio media (CD or DVD), the contractor, by signing this contract, gives his / her consent to the transfer of the necessary rights and receives no additional remuneration.
- The fee also covers participation in a possible recording, audio exploitation of the production on the Internet, showing the production in public and video streaming on the homepage of the Universität Mozarteum Salzburg. The exploitation of TV recordings in order to announce the programme, for documentation purposes, for current affairs reporting and advertising for the Universität Mozarteum Salzburg or its productions in all known media within the usual time frame as well as usage for archive purposes is also fully covered by the fee.
- The contractor explicitly declares his/her agreement to the recording of the project and grants the Universität Mozarteum Salzburg, the commissioner, the exclusive and unlimited right as regards time, to transmit this via livestream on the homepage of the Universität Mozarteum Salzburg, as well as in the social media channels of the Universität Mozarteum Salzburg. Granting this right is fully covered by the fee stated above. The contractor assures the commissioner that no other exploitation rights by third parties, of whatever kind, exist for the described project and in this regard fully indemnifies the commissioner.

It is established that terms related to the labour law due not apply to this contractual relationship. It is agreed that for any disputes arising out of this service contract the relevant competent court in Salzburg is the place of jurisdiction.

The contractor confirms receipt of the data protection information sheet and acknowledges its content.

The contractor confirms that all statements have been made conscientiously and faithfully and obliges him/herself to report possible changes to the commissioner immediately. Subsequent payments, which accrue to the commissioner because of incorrect statements by the contractor, are to be refunded to the commissioner immediately on request.

The parties to the contract are obliged to maintain secrecy concerning all data and information in connection with this contract – also beyond the termination of the contract – in particular all perceptions and documents which belong to the confidential sphere of business. If doubts exist whether information is subject to the obligation to maintain secrecy, it is to be treated as confidential until the Universität Mozarteum Salzburg has given written clearance.

Salzburg, \_\_\_\_\_

Commissioner  
For the Vice Chancellor:

Anastasia Weinberger  
Deputy Vice-Chancellor for  
Resources

The Contractor:

\_\_\_\_\_

\_\_\_\_\_

## INFORMATION ABOUT DATA PROTECTION for contractors of the Universität Mozarteum Salzburg

Please read the following information on data protection intended for you as contractors

Name and contact details of the responsible institution  
Universität Mozarteum Salzburg  
Mirabellplatz 1, A-5020 Salzburg, Austria  
Tel.: +43 0662-6198-0 / E-Mail: info@moz.ac.at

Name and contact details of the external Data Protection Commissioner Univ.-  
Ass. Mag. Dr. Johannes Warter  
Universität Salzburg, Fachbereich Arbeits- und Wirtschaftsrecht  
Churfürststraße 1, A-5020 Salzburg, Austria / E-Mail: datenschutz@moz.ac.at

### 1. Ascertainment and processing of your personal data

The Universität Mozarteum Salzburg ascertains and processes your personal data as follows:

- a) First name and surname
- b) Contact details (telephone number and email address)
- c) Address
- d) Bank account number, other accounting details (VAT registration number if relevant, statement of whether you are a small business or not, foreigner for taxation purposes or not, ZS QS form etc.)
- e) Copy of your passport
- f) Fee data
- g) Data about service provided
- h) Picture, sound and video recording according to the service contract

### 2. Purposes

The Universität Mozarteum Salzburg ascertains and processes the personal data stated in point 1 **for the purpose of adhering to legal or individual contractual obligations**, in so far as this is necessary, in order to fulfil recording, documentary, information and registration obligations, and so as to arrange for the fee to be accounted.

**Picture, sound and video recordings** of the contractor are processed as part of the service due under the contract. The processing serves solely the **purposes stated in the service contract** with the usage of this picture, sound and video material (in particular on the university's homepage, in the print media / stationery of the Universität Mozarteum Salzburg, on social media and video platforms) to the extent as agreed upon.

### 3. Legal basis

The processing of the personal data stated in point 1 occurs on the basis and **for the purpose of fulfilling the contract (Article 6, paragraph 1 b, of the GDPR) and also to fulfil legal obligations (Article 6, paragraph 1c, of the GDPR)**. The contractor acknowledges that according to point 1, a to g, there is no legal or contractually prescribed obligation to make his / her personal data known. However, if data are not made known, this means that the Universität Mozarteum Salzburg cannot meet the obligations it has towards you, or that it is not possible to conclude a contract. Not providing the picture, sound and video recordings would signify inadequate fulfilment of the service provided.

### 4. Data storage

#### Picture, sound and video recordings according to the service contract

The picture, sound and video material made of the contractor is stored by the Universität Mozarteum Salzburg only for so long as necessary for processing purposes. The storage duration is determined thereby in particular according to the following criteria:

- Suitability for documenting the history of the Universität Mozarteum Salzburg; worthiness for archive purposes;
- Suitability for usage in the context of anniversaries and festive publications;
- Suitability for usage on the homepage and in stationery as well as in the social media channels of those responsible (e.g. Facebook);
- The kind of performance during which the recording was made;
- The kind of illustration (number of persons, the depicted surroundings, situation);
- The degree of intrusion into the private sphere of the person concerned; further interests of the persons concerned.

#### Other personal data

All the personal data of the contractor stated in subsection a to g are stored in personally relevant form until the raising of claims in connection with the contract is excluded due to lapse of time and when storage periods, in particular commercial and fiscal storage periods, have expired and there is no worthiness for archive purposes. After this period the personal data of the contractors will be verifiably erased.

### 5. Forwarding of data

Your data will not be forwarded to third parties with the exception of those cases in which the university is legally obliged to forward such data or on the basis of project guidelines in the context of the production.

Photographs may possibly be forwarded to the relevant principle sponsor of the Universität Mozarteum Salzburg in so far as this usage makes reference in the context of advertising measures by this sponsor to the university and only to the extent as agreed upon in the context of the service contract concluded with you.

Moreover, usage (in particular of the picture, sound and video recordings) occurs on social media and video platforms as well as on the homepage of the university to the extent as agreed upon in the context of the service contract concluded with you. Please find more detailed information about data protection from the platform provider according to their relevant declarations on data protection.

The Universität Mozarteum Salzburg administers its own published social media and homepage content with particular care. However, please bear in mind that information on the Internet is accessible throughout the world, can be found with search engines and linked to other information. In particular it cannot be excluded that a picture, sound or video recording might be copied and further distributed. The Universität Mozarteum Salzburg has no influence on this and therefore cannot be held liable.

### 6. Rights of persons concerned

Moreover, on the basis of the Data Protection Law and of the GDPR, each person has the right of information according to article 15 of the GDPR, the right to rectification according to article 16 of the GDPR, the right to erasure according to article 17 of the GDPR, the right to the restriction of processing according to article 18 of the GDPR, as well as the right to data transferability according to article 20 of the GDPR and the right to object according to article 21 of the GDPR. Where applicable these rights of persons concerned are to be asserted towards the Universität Mozarteum Salzburg (responsible institution according to article 4, line 7 of the GDPR, Mirabellplatz 1, 5020 Salzburg, datenschutz@moz.ac.at).

Moreover, each person has the right to make a complaint to the Austrian Data Protection Authority, if the person takes the view that the processing of personal data contravenes the GDPR or the Data Protection Law.