



Lectureship programme

Framework agreement OeAD-GmbH – University of Prizren

Preamble

The university of Prizren "Ukshin Hoti", hereinafter referred to as "host university", represented by its rector, Prof.Asoc.Dr. Ismet Temaj, and the Austrian Agency for International Cooperation in Education and Research (OeAD-GmbH), Ebendorferstraße 7, 1010 Wien, Austria, hereinafter referred to as "OeAD", represented by its Director General Jakob Calice, PhD declare:

For a strengthening of the international cooperation in higher education and aware that the support of the German language (and especially in its Austrian variety) and the dissemination of the cultural and historical diversity of the German-speaking countries of Europe occupy a firm place in higher education both parties agree to collaborate on the basis of the following explanations.

1. Subject of the agreement

- 1. The subject of the agreement is on one hand the establishment of a lectureship position in German language, Austrian cultural studies and literature at the University "Ukshin Hoti" and the financing of this lectureship position by the host university and on the other hand the support of the OeAD in the filling the position with a person qualified in this field after a prior call for applications in Austria.
- 2. The exact job title, the field of activity and the work programme are described in the appendix A "Lectureship Profile". Amendments are only possible by mutual agreement.

2. Tasks and responsibilities of the host university

- 1. The host university will establish a lectureship position according to article 1 of the agreement.
- 2. The host university will select the candidate from the list of applications presented to it as a result of the call for applications and the pre-selection by the OeAD. The host university will carry out the final selection of the candidate.
- 3. The host university will conclude a work contract with the lecturer for a duration of at least 12 months (= full academic year including periods during which no courses are held) from September 1st to August 31st of the following year. This contract can be renewed up to a total duration of 60 months. This contract is subject to Kosovar law.
- 4. The work contract with the host university corresponds to the prevailing working and remuneration conditions of the host university and authoritatively determines e.g. the salary for lectureships that is customary in the place including possible fringe benefits, the number of hours to be taught and the other working times (for preparation and post-processing, administrative tasks, etc.), the holiday entitlement and the nationally customary insurance benefits (especially social security including health, accident and retirement pension insurance) according to the lectureship profile. A sample contract of this work contract can be found in appendix B.
- 5. Tasks of the lecturer apart from teaching (e.g. supervision or editing of academic papers) can unless they are included in the lectureship profile / work contract additionally be agreed with the lecturer against appropriate payment by the host university. The OeAD has to be informed about this.
- 6. The host university will support the lecturer in the gaining of an appropriate entry and residence title and if necessary a work permit and will provide the information and documents (e.g. confirmations about the employment at the host university) on time. The host institution will bear any possible costs with the authorities in the host country including the costs for the translation and legalisation of the required documents and for a possible recognition of academic degrees.
- 7. The host university will support the lecturer in the search for appropriate accommodation that is customary in the place.
- 8. The host university will provide an appropriate/customary working place with computer and internet access on its premises for the lecturer. The Lecturer also may use this working place for tasks for the OeAD.
- 9. The host university represented by the lecturer's superior (named in the lectureship profile, appendix A) supervises the adherence to the work contract. The host university will endeavour to guarantee the best possible integration of the lecturer, so that both parties can benefit as much as possible from the lectureship.
- 10. The work contract between the host university and the lecturer does not establish any work contract between the lecturer and the OeAD.
- 11. The host university will send a report about the work of the lecturer at the host university to the OeAD each year (see also article 4.3).

3. Tasks and responsibilities of the OeAD

- 1. The OeAD will issue the call for applications for the lectureship in Austria and advertise it.
- 2. The OeAD will subject all applicants to a pre-selection. As a first step the application documents will be examined and as a second step interviews will be held. All qualified applicants will be invited to apply for concrete lectureship positions in a second (on-line)

- application round; applicants are to make a ranking according to their priorities. The OeAD will then forward the documents of the relevant applicants to the host university.
- 3. If a contract between the host university and the applicant pre-selected by the OeAD and selected by the host university is concluded, the OeAD may conclude a financial support agreement with the lecturer for the support of their scientific further education or for activities that are not subject to the employment contract with the host university and will inform the host university accordingly.
- 4. In case the lecturer stays at the host university for several years the OeAD will assume the travel costs for one journey of the lecturer to the host university and the return journey.
- 5. The OeAD will moreover carry out preparation and further education measures for participants in the Austrian lectureship programme.
- 6. To support their work the OeAD will offer the lecturer material resources in the form of specialised literature. This specialised literature is to remain at the host university.

4. Mutual Information

- 1. Both partners in the agreement will nominate a contact person each, who will be in charge of the fulfilment of the agreement.
- 2. Both partners in the agreement are obliged to inform the other partner immediately of any circumstances that may prevent or hamper the fulfilment of this agreement or the employment of the lecturer. This also applies in the case that one partner wants to change or (prematurely) terminate the work contract or the financial support of the lecturer. If the lecturer terminates their work contract with the host university or the contract with the OeAD, or if he/she gives up his/her residence at the location of the host university or carries out other activities that conflict or hamper the carrying out of the agreement, the other partner must be informed immediately.
- 3. The host university will inform the OeAD in a written and well-founded statement by March 31st of each year whether or not and for which period the work contract with the lecturer will be renewed. This statement will also contain the report about the work of the lecturer (see also article 2.10) in the fulfilment of the cooperation agreement between the host university and the OeAD. The OeAD will inform the host university within one month of receipt of this statement whether or not it wants to continue the financial support agreement with the lecturer. Should any unexpected circumstances occur after these deadlines (e.g. that the lecturer leaves or any circumstances that challenge the financial support of the lecturer), both contractual parties will inform each other immediately.
- 4. In case of a (premature) termination or non-renewal of the work contract between the university and the lecturer or in case of a (premature) termination or non-renewal of the financial support for the lecturer by the OeAD the partners will decide together about the further procedure for finding a new lecturer for the position and for the continuation of this cooperation.

5. Duration and termination of the agreement

- 1. This agreement is concluded from September 1rst 2019 till August 31rst 2024 for 5 years and can then be renewed for the same period of time. Both parties agree to talk 8 months before the end of the agreement to extend the agreement.
- 2. In case of premature termination (see 4.4.) the renewal of the agreement will last for 5 years.
- 3. This agreement can be terminated in writing by both parties by August 31st of each year; a notice period of 6 months must be observed.

- 4. Both parties agree that after the signing of the agreement both parties have to guarantee the necessary requirements for the fulfilment of this agreement for duration of at least 36 months.
- 5. This agreement can be terminated by both parties without observing a notice period if one partner violates essential provisions of this agreement permanently or repeatedly despite written warning. The partner who violates the agreement will have to indemnify the other partner for any damages incurred through the premature termination of the agreement.

6. Appendices, copies

- 1. The appendices are an integral part of this agreement and can only be amended by mutual agreement.
- 2. This agreement will be issued in duplicate in German. An English working version may be enclosed with these two versions. Each partner will receive one copy.

8. Signatures

Hostuniversity

Rector, Prof. Asoc. Dr.

Appendices:

Appendix A: Lectureship Profile

Appendix B: Sample Contract Host University

OeAD-GmbH- General Director

Jakob Calice, PhD