

General terms and conditions regarding fee agreements at FHNW*

1. Scope of application and validity

These general terms and conditions (T&Cs) apply to all fee agreements at the University of Applied Sciences and Arts Northwestern Switzerland (FHNW). Fee agreements are negotiated with lecturers, examiners, teaching assistants, and teaching mentors. These T&Cs form an integral part of the fee agreement.

2. Concluding the agreement

The fee agreement shall come into force upon signing by both parties to the agreement. The contract shall commence on the date specified in the fee agreement.

3. Duties on the part of the fee recipients

The fee recipient is obligated to fulfil the services agreed upon in accordance with the guidelines and instructions stated by FHNW on schedule and including all the stipulated secondary duties (such as provision of necessary documents, etc.) in due time.

4. Inability to provide the agreed upon services by fee recipients

Should a fee recipient be unable to provide the agreed upon services on schedule for reasons related to his or her person (illness, accident, etc.), the contracting parties shall agree upon a new schedule for providing the specified services to the best of their ability.

Should precise dates (course days, lesson plan) have been agreed upon for the provision of a specified service and if the recipient is able to present a medical certificate confirming his or her inability to work, the agreed upon hours of work thus lost shall be remunerated to 80% in accordance with OR 324b, para. 3.

5. Liability of fee recipients

The recipient of the fee is held liable for the faithful and diligent execution of the agreed upon services and is obliged to render these in person.

6. Intellectual property rights

Inventions and designs rendered by a fee recipient in the course of their contractual activities and in fulfilment of their contractual obligations shall belong to FHNW, regardless of their protectability.

FHNW is entitled to exploitation rights regarding computer programmes along with the corresponding documents and information generated under the said conditions. However, this does not apply to programmes that constitute works of art or represent the respective tools to a work of art (computer art); to these the rules listed in the following paragraph apply.

Works protected by copyright (with exception of computer programmes as stipulated in the above paragraph) that a fee recipient has rendered in the course of their agreed upon activities and according to their agreed upon duties, shall remain vested in the author, provided that no agreement has been concluded regarding their transfer to FHNW.

7. Data protection

FHNW may use personal data relating to fee recipients only in connection with the fee agreement but may not pass it on to third parties. However, this does not pertain to declarations made to authorities and insurance companies or in the context of research projects funded by the Swiss Confederation and the European Union. The provisions of the data protection guidelines at FHNW apply.

Personal data relating to students and participants to further education courses as well as personal data in connection with research projects may only be used by recipients of fees in accordance with activities specified in fee agreement. Recipients of fees are prohibited to pass on personal data relating to students, participants to further education courses, and members of research projects to other students, participants to further education courses, and third parties unless the person in question has given their consent. Disclosure of such personal data to public authorities or cooperation partners must ensue at all times in consultation with the heads of the respective study course, programme or project. Confidential and highly confidential data may not be saved to and stored on personal devices. The provisions of the FHNW data protection guidelines apply.

8. Discretion

Recipients of fees are subject to discretion in matters that FHNW deem confidential (such as FHNW business secrets or those of partner institutions, research results not intended for publication, or information concerning certain persons) or which are to be kept confidential in accordance with special regulations. The duty of discretion remains in force even after the fee agreement has ended.

9. Employment law, fees, social security, and taxes

FHNW undertakes to transfer the agreed fee and expenses to the account of the fee recipient after the service has been rendered. Fee notes that are submitted to FHNW's HR division by the 5th workday of the month are paid out by FHNW when the next pay cheque is due (day 25 of each month). Payroll documents (pay slip and salary statement) shall be sent via IncaMail, the encryption service used by the Swiss Post, to the recipient's private email address.

The agreed fee includes the statutory holiday and vacation pay as well as the 13th month's salary. Fee agreements are subject to the Employment Law of the Swiss Code of Obligations (OR) and do not entitle the recipient to loyalty bonus payments according to FHNW's CLA. FHNW deducts from the agreed fee the statutory social security contributions. These specifically include the following:

- The premium for the non-occupational accident insurance (NOAI) is based by the work performed and the reference wage. If the average employment rate is at least 19.05% (equivalent to 8 hours per working week) during the billing period, there is a NOAI insurance coverage. Practical teachers are generally covered under NOAI insurance.
- The premiums for the pension fund in accordance with FHNW's pension scheme, provided that the income threshold is exceeded (CHF 22,680; for music teachers CHF 11,340, as of 1.1.2025). As a rule, recipients of fees work for the FHNW on a part-time basis. At request, fee recipients can irrevocably waive admission to the FHNW pension scheme.
- Provided that social security coverage outside of Switzerland is sited in an EU/EFTA country, the statutory social security contributions of the country in question apply, provided a valid certificate of coverage (Form A1/CoC) is submitted. As long as a valid certificate of coverage is not confirmed by the submission of an appropriate A1/CoC form, FHNW is obliged to place the fee recipient under Swiss law to the effect that the Swiss social security payments shall be invoiced.
- Regarding fee recipients with nationality and residence in an EU/EFTA country and holding social security coverage outside of Switzerland, a valid arrangement in accordance with Art. 21 of Regulation (EC) 987/2009 is an integral part of the fee agreement. Therein FHNW and the fee recipient mutually agree that the recipient of the fee alone shall be responsible for registering with and contributing payments to the institution named on the certificate of coverage (form A1). FHNW then shall transfer to the account of the fee recipient the employer's contributions to the respective pension fund in addition to the agreed fee upon presentation of proof (contribution statement) of the social security contributions paid (bank slip). Should the arrangement according to Art. 21 of Regulation (EC) 987/2009 not be provided, the fee agreement shall not be concluded.
- Regarding third-country nationals based in the EU/EFTA, the respective social security agreement applies.
- With regard to services rendered in Switzerland, third-country nationals are subject to the Swiss social security provisions. With regard to work assignments in the country of residence, FHNW and the fee recipient mutually agree that the recipient of the fee alone shall be responsible for registering with and contributing payments to the respective social security institution. FHNW then shall transfer to the account of the fee recipient the employer's contributions to the respective pension fund in addition to the agreed fee upon presentation of proof (contribution statement) that the social security contributions have been paid (bank slip).
- FHNW remunerations are treated as taxable earned income.
- With regard to assignments rendered in Switzerland, individuals with a foreign domicile are subject to Swiss withholding tax.
- Individuals who are subject to the duty to pay withholding tax are obligated to report any tax-relevant changes in their personal circumstances in a timely manner.

10. Termination

This fee agreement shall end on the pre-agreed date, upon resignation of the fee recipient, upon termination of the assignment by FHNW, or when all services agreed upon have been fulfilled.

The fee agreement shall end automatically when the agreed period of the agreement expires. The agreement can be terminated by either party in writing at the end of each month with a period of notice of one month.

For any damages incurred by the inappropriate termination of the agreement, the party responsible for the violation shall be held liable.

11. Applicable law and place of jurisdiction

The contractual relationship between FHNW and the recipient of the fee is governed by the Swiss Code of Obligations (OR, SR 220). The FHNW Complaints Commission in Windisch is responsible for settling disputes. The Complaints Commission can be called upon following a decision by the director of the relevant school or academy.

^{*)} The German version of this Agreement shall be authoritative.