

## **Regulations on the Appointment of External Instructors at the University of Zurich (LPR-UZH)<sup>8</sup>**

(dated 29 August 2016)<sup>1</sup>

*The Board of the University,*

pursuant to § 11 para. 2 of the University Act dated 15 March 1998 (UniG),<sup>2</sup> § 17 of the Statutes of the University of Zurich dated 4 December 1998 (UniO),<sup>3</sup> and § 17 para. 2 of the Employment Ordinance of the University of Zurich dated 29 September 2014 (PVO-UZH),<sup>4</sup>

*resolves the following:*

### **A. Basic principles**

#### §1<sup>8</sup> Scope and object

<sup>1</sup> In accordance with § 17 UniO<sup>3</sup> and § 17 PVO-UZH,<sup>4</sup> these Regulations apply to external instructors employed under private law. They also apply mutatis mutandis to people mandated under private law as defined in § 19 of these Regulations.

<sup>2</sup> External instructors are appointed by means of an employment contract. If the contract and these Regulations do not contain any provisions to the contrary, the employment relationship is governed by the Swiss Code of Obligations (CO).<sup>5</sup>

<sup>3</sup> These Regulations also apply mutatis mutandis to teaching duties paid on an hourly basis.

<sup>4</sup> These Regulations do not apply to those privatdozenten and adjunct professors who offer courses outside of study programs.

#### § 2 Teaching duties as part of study programs

The courses given by instructors<sup>8</sup> in accordance with these Regulations are part of the study programs run by the faculty in question.

#### § 3<sup>8</sup> External instructors' qualifications

As a rule, teaching appointments require an academic degree from a recognized higher education institution and a specialization in the subject area to which the course is devoted. Instructors must provide the relevant certificates on request.

### **B. Employment relationship**

#### § 4<sup>8</sup> Responsibility

<sup>1</sup> Teaching appointments are prepared by the responsible organizational units for submission to Human Resources. The units also ensure that the designated instructors meet the requirements set out in § 3.

<sup>2</sup> The employment contract and any changes to it are signed by the instructor and the responsible person in Human Resources.

<sup>3</sup> Organizationally, instructors report to a line manager designated by the responsible faculty.

<sup>4</sup> Notice given by the employer and termination agreements with instructors must be signed by the responsible person in Human Resources.

#### § 5<sup>8</sup> Duration and teaching load

<sup>1</sup> The employment relationship with the instructor is open-ended. The teaching load is variable. It may vary over the entire duration of the contract or no teaching duties may be assigned at all for one or more semesters.

<sup>2</sup> A fixed-term employment contract of no more than three years may be concluded in special cases when a short-term assignment of one or two semesters is planned from the outset. The teaching load may vary over the entire duration of the contract.

<sup>3</sup> The fixed-term employment relationship may be extended once but may not exceed the total duration set out in para. 2.

#### § 6<sup>8</sup> Notification of teaching load

The content and scope of the teaching load are agreed between the responsible organizational units and the instructors at an early stage as part of the planning of teaching activities. Human Resources notifies instructors accordingly in writing, if possible no later than two months before the start of the semester.

### **C. Rights and obligations of instructors<sup>8</sup>**

#### § 7<sup>8</sup> Duties

The instructors' duties include preparing and teaching the course and carrying out any assessments of academic achievement.

#### § 8 Assessments of academic achievement

<sup>1</sup> The instructors report the results of assessments of academic achievement by the required deadline to the office designated by the responsible organizational unit.<sup>8</sup>

<sup>2</sup> The type, implementation method and time of these assessments are based on the requirements of the faculty or the responsible organizational unit.

#### § 9 Quality assurance

<sup>1</sup> Courses are subject to regular evaluation by students.

<sup>2</sup> The responsible organizational unit may also define additional quality assurance measures, specifically for courses being held for the first time.

#### § 10<sup>8</sup> Salary

<sup>1</sup> When determining salary, the faculties base their decision on the guideline amounts listed in the Appendix to these Regulations.

<sup>2</sup> The faculties may set the salary higher or lower than the guideline amounts where justified by objective factors. When setting the salary they must take the following factors, in particular, into account.

- a. The effort involved in preparing and teaching the course and assessing academic achievement
- b. The qualifications and particular capabilities of the instructor
- c. The instructor's professional experience
- d. Deputization duties
- e. The faculty's particular subject-related interest in an instructor.

## § 11 Working hours

<sup>1</sup> Instructors hold the courses in the agreed scope and at the scheduled times.<sup>8</sup>

<sup>2</sup> As specified by or in agreement with the responsible organizational unit, the courses may be held in a single or in multiple chronological blocks.

## § 12<sup>8</sup> Cancellation and termination

<sup>1</sup> If a course is not held, the entitlement to salary payments lapses in accordance with the employment contract. The responsible organizational unit defines the amount of remuneration to be paid for work already performed.

<sup>2</sup> If the instructor does not teach the course or only teaches part of it, they must notify the responsible organizational unit of this immediately. Their entitlement to salary payments will lapse entirely or be reduced on the basis of the work carried out. The provisions of § 13 of these Regulations remain unaffected by this.

<sup>3</sup> The responsible organizational unit conducts regular checks to ascertain whether the employment relationship should be maintained. If this is not the case, the responsible organizational unit will ask Human Resources to terminate the permanent or fixed-term employment contract.

<sup>4</sup> The employment relationship may be terminated by either party subject to a notice period of three months, effective at the end of a semester.

## § 13 Continued pay in the event of inability to work

Continued pay from UZH in the event of inability to work, as in the case of maternity, sickness or accident, is based on Articles 324a and 324b CO.<sup>5</sup> Any further daily sickness benefits insurance is the responsibility of the instructor.<sup>8</sup>

## § 14 Accident insurance

Instructors<sup>8</sup> are insured against work-related accidents. If they work the equivalent of eight hours or more per week, they are also insured against non-work-related accidents (§ 1a para. 1 of the Swiss Federal Accident Insurance Act (UVG),<sup>6</sup> § 13 para. 1 of the Swiss Federal Accident Insurance Ordinance (UVV)).<sup>7</sup>

## **D. Other provisions**

### § 15<sup>8</sup> Retirement age and reappointment

<sup>1</sup> The employment relationship ends at the end of the semester in which the instructor reaches ordinary retirement age.

<sup>2</sup> After reaching ordinary retirement age, instructors may be reappointed on a fixed-term basis. There is no entitlement to be reappointed. Reappointment gives rise to a new employment relationship that may be extended.

### § 16 Expenses

As a rule, costs incurred by instructors<sup>8</sup> for commuting, meals and accommodation are not compensated. In exceptional cases, and upon prior agreement, the faculty may reimburse expenses in accordance with the conditions and rates set out in the UZH Expense Regulations.

*This is a translation of the original document in German. The translation is provided for information purposes only and has no legal bearing. Only the German document is legally binding.*

## § 17 Copyright

The copyright to the teaching documents drawn up by instructors<sup>8</sup> remains with the author.

## § 18 Security and other regulations

The instructor<sup>8</sup> undertakes to comply with the rules and regulations applicable at UZH, in particular the provisions on security and access, the General House Regulations, and the provisions on the use of UZH IT equipment. They must also adhere to UZH's data protection requirements in the context of cantonal data protection law.

## **E. Exceptions**

### § 19 Private-law mandates

If a teaching appointment within the meaning of these Regulations is proven to be impossible for legal or contractual reasons, the course may also be given as part of a private-law mandate in exceptional cases. This applies in particular when the instructor's main activity outside UZH prohibits additional appointments.

## **F. Final provision**

§ 20<sup>8</sup> The amendments of 16 May 2024 also apply to existing employment relationships, § 10 subject to the notice period set out in § 12 para. 4.

**Appendix: Guideline amounts in accordance with § 10<sup>8</sup>**

<b>Instructors in accordance with § 17 of the University Statutes of the University of Zurich (UniO)</b>	<b>Function</b>	<b>Assignment to category</b>	<b>Compensation per semester week-equivalent (SWS) in CHF</b>	<b>Monthly amount per SWS in CHF</b>
Full professors of other universities (including assistant professors)	Instructor	A	5340	890
Associate professors from other universities, privatdozents and clinical instructors not already employed at the University of Zurich	Instructor	B	4440	740
External physicians, external senior teaching and research assistants, external postdoctoral researchers, external academic associates, external instructors employed at other institutions and other external subject-specific experts	Instructor	C	4200	700
External teaching and research assistants/doctoral candidates	Instructor	D	3540	590

<sup>1</sup> OS 72, 5: for reasons see ABI 2016-09-16

<sup>2</sup> LS 415.11

<sup>3</sup> LS 415.111

<sup>4</sup> LS 415.21

<sup>5</sup> SR 220

<sup>6</sup> SR 832.20

<sup>7</sup> SR 832.202

<sup>8</sup> Version as per the decision of the Board of the University of 16 May 2024 (OS 72, 288; Abl. 2024-05-31). In force since 1 February 2025.