

Performance Agreement

between the University of Basel, represented by the President's Office,
and avuba – *Assistierendenvereinigung der Universität Basel* (the Assistants' Association at the
University of Basel)

revised version – replaces the version dated 14.11.2017

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| 1. | ¹ The performance agreement regulates the mutual rights and duties of avuba and the University of Basel.

² It is based on Section 22 of the University of Basel Statute dated 3 May 2012. | <p>Performance agreement</p> <p>Legal bases</p> |
| 2. | ¹ In accordance with this, avuba represents the interests of its members and early career researchers relating to university and educational policy matters, both within the University and to official authorities and the public.

² avuba shall coordinate the participation of assistants at the University in university committees, provided this falls within its area of responsibility.

³ In accordance with Section 22 (4) of the University Statute, avuba shall provide information to assistants at the University of Basel on university and higher education policy matters.

⁴ For this purpose, avuba shall operate an office as a central point of contact for assistants' concerns and needs. | <p>Responsibilities of avuba</p> <p>Participation of assistants in self-government</p> <p>Information for assistants</p> <p>Point of contact</p> |
| 3. | ¹ avuba shall organize itself in accordance with the University Statute.

² Upon matriculation, doctoral students become members of avuba and shall be explicitly informed of this during the matriculation process.

³ Upon appointment to the University of Basel, postdoctoral researchers become members of avuba and shall be explicitly informed of this during the recruitment process.

⁴ Assistants who do not wish to belong to avuba shall inform the President's Office in writing during the matriculation or recruitment process. In doing so, they waive their right to participate in avuba. | <p>Organization of avuba</p> <p>Doctoral student membership</p> <p>Postdoctoral researcher membership</p> <p>Automatic membership and withdrawal from avuba</p> |
| 4. | ¹ In addition to the tasks specified under Point 2, avuba can – within the framework of its statutory purpose – use funds from the University's global budget for the following activities: | <p>avuba services</p> <p>Academic and non-academic projects</p> |
| | <p>a) To support academic and non-academic projects via the executive board.</p> | |

b) To organize academic and social events to support teaching and research assistants at the University.	Events
c) To make its infrastructure available for academic and non-academic initiatives and projects.	Use of avuba infrastructure
d) To run a common room shared with skuba with a reading room and newspapers and journals for assistants.	Common room
e) To offer services to support and promote careers both within and outside universities for teaching and research assistants in collaboration with the University.	Career advancement
² This does not affect avuba's right to use funds from other sources (membership fees and other resources) for other tasks within the framework of its statutory purpose.	Independent use of other funds
5. ¹ The University of Basel provides the following services:	University services
a) The President's Office shall hold regular discussions with the avuba executive board.	Information
b) As of 2022, the University shall allocate an annual fixed amount of CHF 50,000.	Funding from the University
c) avuba may request that the President's Office adjust the fixed amount.	Adjustment of funding
d) The President's Office reserves the right to reduce the annual fixed amount, should avuba's reserves resulting from the transfer of unused University funds exceed the amount of CHF 50,000.	Reserves
e) The University shall provide avuba with rooms at Petersgraben 45 free of charge. The following rooms shall be provided for joint use by avuba and skuba: EG.00.001 (shared office for avuba/skuba general management), U1.001, U1.002, U1.004, U1.005, U1.006, U1.007 and U1.008.	Infrastructure
f) The University of Basel, Financial Management, administers avuba's financial resources in trust using a dedicated internal account and/or cost center allocated to avuba. The University of Basel, Financial Management, is also responsible for avuba's accounting and compiles the avuba annual financial statement.	Accounting and bookkeeping
g) The University of Basel HR Office is responsible for avuba's HR administration. This includes payroll accounting, social security registration and administration, and obtaining work permits where applicable. Permanent avuba employees are insured with Pensionskasse Basel-Stadt by the University at avuba's expense. Temporary avuba employees are	HR administration

insured with Pensionskasse Basel-Landschaft by the University at avuba's expense.

- h) avuba membership fees shall be collected by the University Administration.

Collection of avuba membership fees

The University shall guarantee avuba the use of its IT resources within the framework of the standard services offered by IT Services.

IT resources

6. ¹ As an association within the meaning of Art. 60 et seq. of the Swiss Civil Code (*Zivilgesetzbuch*, ZGB), avuba has its own assets. In addition to contributions from its members and other income, avuba receives funding from the University's global budget as set out in Point 5 (1) (b).

Funding of avuba

² avuba is obliged to draw up an annual budget that must be approved by the General Meeting. This shall be entered in the SAP system by Reporting & Controlling.

Budget

³ The avuba presidium and general management shall regulate the release of payments together with the University of Basel, Financial Management, using a signature and visa register. The four-eyes principle applies.

Principles

⁴ avuba has no bank or post office accounts with other Swiss or non-Swiss financial service providers.

7. ¹ avuba shall report to the President's Office on its activities and finances.

Reporting by avuba

² avuba's annual report shall be submitted to the President's Office by 30 April of the following year. This includes avuba's annual financial statement in accordance with the avuba financial regulations (SAP reporting). The usual University deadlines shall apply.

Annual report and annual financial statement

8. In the event of a dispute, the Ombudsman's Office of the University may be approached for arbitration purposes.

Disputes

9. ¹ The signed agreement shall come into force immediately and replaces the performance agreement dated 14.11.2017.

Entry into force

² Should the agreement not be terminated by either party by 30 June of the current year, it shall be effective until the end of the following year.

Termination

In case of doubt, the German version of this document is the legally binding version.