

# EDUCATION CONTRACT

Concluded between the Fachhochschule des BFI Wien GmbH (University of Applied Sciences BFI Vienna), 1020 Wien, Wohlmutstraße 22, hereafter the 'provider' and

the 'student'

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Birth/Place of Birth: \_\_\_\_\_

hereafter the 'student'.

## 1. Subject of the contract

This contract regulates the legal relationship between the provider of the master programme \_\_\_\_\_ and the participating student.

The contact person for all student-related matters is the Degree Programme Director.

## 2. Conclusion of the contract

This contract is only concluded if both the education contract itself and the prescribed student and Austrian Students Union fees (see point 6.2.3) are sent or transferred within 14 days of notification by the provider (suspensory condition). In case of late transfer and return of the contract, this contract does not come into effect and the student loses the existing offer of a study place by the provider.

This contract is subject to the further suspensory condition that the compulsory admission requirements for the degree programme must be completely fulfilled and proven by the student at the latest at the start of the degree programme. If these are not proven or are not completely fulfilled, this contract shall not come into effect and the student shall lose the existing offer of a place on the degree programme made by the provider.

## 3. Study Facility

The training facility is one of the locations of the University of Applied Sciences BFI Vienna, which at present are the registered office of the provider located in 1020 Vienna, Wohlmutstraße 22 and the MQM – Media Quarter Vienna in 1030 Vienna, Henneberggasse 2-6 (Entrance: Maria Jacobi Gasse 1).

The studies can in principle take place at different locations. The student recognises that the provider can change the training facilities during the course of the studies and that individual courses may take place at other locations. The provider reserves the right to change

predefined course times, if this is necessary due to administrative or other reasons. Changes will be communicated to the student in due course.

#### **4. Contractual basis**

The training is based on the federal law on 'Fachhochschulen' ('Fachhochschul-Gesetz', Universities of Applied Sciences Act, FHG) BGBl No. 340/1993' as last amended, and on the degree programme application, approved by the accreditation authority as amended, the statutes and the study regulations, as well as on the respective sponsoring agreements with the federal ministry responsible for universities of applied sciences in their current version.

Furthermore, the following provisions apply to the education contract in their current versions:

- the study regulations,
- the exam regulations,
- the other statute documents of the University of Applied Sciences,
- the information on the processing of personal data for students,
- the terms of use of the EDP system,
- the house rules,
- the fire protection regulations and the fire alarm plan,
- the library regulations,
- the terms of use of the publication server of the University of Applied Sciences BFI Vienna and
- the information on the division of the respective academic year.

The provider expressly reserves the right to further develop and/or amend the contractual bases, which become binding for the present contractual relationship at the time of their coming into effect. Changes to the contractual basis do not affect the validity of the education contract. The factual justification for this right of the provider to make unilateral changes results from the freedom of teaching and from the need to always adapt the contractual bases to the requirements of practice, to any legal changes and to economic and organisational requirements. The student acknowledges that the type, scope and implementation of the courses and their content and methodology are subject to the freedom of teaching.

The currently valid version of the contractual bases mentioned are attached to the education contract as appendices or are electronically available in the respectively valid version on the UAS internal portal.

##### **4.1 Duration of studies**

The duration of studies is \_\_\_\_\_ semesters, starting with the winter semester 2023.

##### **4.2 Graduation**

The degree programme shall be completed with the award of the academic title 'Master of Arts in Business'.

#### **5. Rights and responsibilities of the provider**

##### **5.1 Responsibilities of the provider**

The provider commits itself to complying with the requirements of providing the conditions in order for the studies to be successfully concluded by the end of the time period mentioned in 4.1.

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The framework for the fulfilment of the above condition, such as the extent and form of the offered courses, setting of exam dates and form of exam execution are the subject of the approved accreditation application, respectively, the general exam regulations as well as institution rules. The needs of evening students (working students) shall be considered as far as possible.

The provider will inform the student of any significant changes to the course content at the earliest possible time.

If the provider, owing to force majeure or another grave reason (e.g. the corona crisis), is not in a position to meet the requirements of this education contract in the agreed manner, it is authorised to change exam modes and term times, move courses into other study semesters, and take all precautionary measures to ensure the smooth execution of the degree programme as well as possible. The provider shall see to it that the measures are adequate and reasonable for the students.

Force majeure or another grave reason can already exist when it is reasonable, from the provider's point of view, to take appropriate precautionary measures, owing to its fiduciary duty or owing to national or official recommendations.

On the first day of instruction and in the first administrative meeting, the student receives the most important details regarding his/her studies in the form of an info-folder.

The provider commits itself further to offer the highest-quality education possible with respect to work-relevant requirements.

## **5.2 Rights of the provider**

Through the suggestion of the Degree Programme Director, the provider has the right to exclude the student from continuation of his/her studies because of:

- Frequent absenteeism from courses (see 6.2.1)
- Forgery of attendance records
- Lack of or insufficient performance relating to the general exam regulations.

Furthermore, there are the following exclusion reasons:

- To damage or destroy provider's equipment and other facilities on purpose or through gross negligence
- Serious and repeated offences against the institution rules as well as the requirements regarding use of the computer systems,
- Behaviour at events of the provider that obviously damage the good reputation of the provider or that is contrary to good morals. This includes the behaviour on social networks (such as Facebook, XING, blogs, etc.),
- Refusal to provide information such as notification requirement according to 'Fachhochschulgesetz' (University of Applied Sciences Act), the federal law on documentation in education (Education Documentation Act), BGBl. I No. 12/2002 as last amended), or of the corresponding guidelines of the accreditation authority and the federal ministry responsible for universities of applied sciences in their current version,

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- Non-provision of original education documents relevant to the admission within four weeks after commencement of studies,
- Repeated and deliberate behaviour that apparently leads to the disruption of class instruction,
- Multiple and despite a warning repeated conduct against part-time lecturers, students, staff of the provider (University of Applied Sciences BFI Vienna) that is apt for severely insulting, harassing, degrading, damaging their reputation, physical or mental health, hindering them in their advancement in or success of their studies (in particular mobbing, sexual harassment and sexism, racism, or similar conduct),
- Not complying with financial commitments despite written reminders,
- Criminal convictions: In case of a criminal conviction, the nature and the extent of the criminal offence shall be considered,
- Persevering pursuit of a person in the legal sense of § 107a penal code as amended,
- Repeated use of aids not permitted, the copying from fellow students and the repeated copying - whether completely or partially – of a copyright-protected document without sufficiently specifying or quoting the author(s) (plagiarism). A repeated offense is defined as two breaches of the above-mentioned regulation during the studies.

The above-mentioned points are to be found in more detail among others in the framework of the degree programme, the general exam regulations, the use of the computer systems and institution rules.

The provider can take photos and videos in the context of extra-curricular events hosted by the provider. By attending such events, the student recognises that photos and videos on which the student is visible can be published.

## **6. Rights and responsibilities of the student**

### **6.1 Rights**

#### **6.1.1 Regular course of studies and duration of studies**

The student has the right to a well-regulated regular course of studies according to the approved application, especially the passing on of designated and defined study material. Regardless of the reasons, the students are to be informed as soon as possible of any changes in university operations.

Each semester, the student is issued a transcript of records for the exams taken.

The duration of studies must not be exceeded due to any fault of the provider.

#### **6.1.2 Interruption of studies**

For compelling personal or vocational reasons, the student has the right to apply for interruption of studies under detailed description of the reason and by providing a proof and the student has to plan for a re-entry at the earliest possible time.

In cases of a negative board exam (3<sup>rd</sup> attempt), the student can request to repeat the academic year. This application can only be handed in once during one's studies.

## **6.2 Responsibilities**

### **6.2.1 Compulsory attendance**

The student is obliged to attend courses in accordance with the provisions of the degree programme and the general exam regulations. The degree programme director shall decide the cases in which a student has shown insufficient presence during a course (non-valid completion of the course). Insufficient presence is defined as more than 50% absence overall throughout the entire semester.

### **6.2.2 Learning Materials**

The student must ensure that the materials required for an orderly attendance of courses, such as books, lecture notes, laptop including suitable internet connection and other teaching aids required for the interest of the degree programme/course are available to him/her at the beginning of the respective course.

### **6.2.3. Student fees and Austrian Students' Union fee**

The provider levies the student's student fees that have been set by the "Fachhochschulgesetz" (University of Applied Sciences Act). On receipt of confirmation of acceptance, a fee of € 363.36 is collected. An increase in the student fee by the legislator entitles the provider to increase the student fee by the same amount.

In addition, a one-off contribution of € 70.00 towards the graduation ceremony is due at the beginning of the last regular semester of the studies, irrespective of participation in the ceremony.

The provider levies the current amount of the students' union fee and transfers all the collected amounts to the Austrian Students' Union. On receipt of confirmation of acceptance, the students' union fee is levied.

The student's student fees including the students' union fee need to be paid in full before each semester starts, following a request for payment (the date of transfer applies).

Failure to pay the required amount entitles the provider to student expulsion, following fruitless expiry of a four-week notice.

### **6.2.4 Terms of use for the use of computer systems**

In order to use the provider's internet and the intranet systems, the student has to agree to the terms of use. Violations shall lead to denial of access to the system.

### **6.2.5 General obligations**

The student is obliged

- to comply with the study regulations, the general exam regulations, the module exam regulations, the general guideline master thesis and master exams, the terms of use of the EDP system, the house regulations, the fire protection regulations and the fire alarm plan, the library regulations as well as any other internal regulations and provisions as amended,

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- to access the e-mail account provided by the provider on a regular basis, as written communications from the provider and the degree programme are transmitted via this e-mail account and are therefore deemed to have been delivered,
- to use the learning management system 'Moodle',
- to meet the exam and submission deadlines,
- to report accidents that occurred during the course of studies,
- to report any damage that has occurred to the provider's property,
- to inform us immediately to any changes to personal data, and
- to return the equipment, books, keys and other materials provided by the provider at the end of the studies.

Furthermore, the student is obliged to confidentiality with regard to research and development activities as well as with regard to circumstances which have become known in the course of the traineeship (see point 8).

## **7. Termination of the contract**

### **7.1 Termination by mutual consent**

A mutual agreement on the dissolution of the education contract without indication of any reasons is at any time possible.

### **7.2 Termination by the provider**

The termination of the contract by the provider for serious reasons is permitted. In particular, the reasons referred to in this contract (section 5.2. of the contract) need to be considered serious reasons. The termination has to be made in writing.

In the event of serious breaches to this education contract or the contractual bases mentioned in point 4, the student is subject to immediate termination of the contract and expulsion from the institution. In especially serious cases a house ban can be implemented. A written termination has to follow in any case within two weeks of knowledge of the incident by the provider.

The contract expires if the student failed to pass the exams according to general exam regulations.

### **7.3 Termination by the student**

The student may terminate the contract at the end of each semester (31.01. or 30.06.).

### **7.4 Withdrawal from the contract by the student**

The student has the right to withdraw from the contract up to and including the 15th day before the start of the academic year without giving reasons. In this case, no cancellation fees will be charged. In the case of withdrawal from the 14th day before the start of the academic year, a cancellation fee in the amount of the student fee for the first semester is due. Notification of withdrawal must be sent by e-mail to [info@fh-vie.ac.at](mailto:info@fh-vie.ac.at). In any case, the withdrawal is only effective once the written notice of withdrawal has been received by the provider.

In addition to this right of withdrawal from paragraph 1, the withdrawal period for distance contracts is 14 calendar days (§ 11(1) Fern- und Auswärtsgeschäftegesetz, FAGG as amended). Within this period, the student may withdraw from the contract without giving reasons and without additional fees. The notice of withdrawal must be sent by e-mail to



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info@fh-vie.ac.at. In any case, the withdrawal is only effective once the written notice of withdrawal has been received by the provider.

### **7.5. Completion of studies**

The contract automatically ends after the successful completion of studies.

### **7.6. Form of contract termination**

The declaration of the termination of the contract, whether by the provider or the student, has to be made in writing or by e-mail. This does not apply to the automatic termination of the contract according to point 7.5.

### **8. Processing of personal data**

It is noted that the provider is obliged by legal regulations to processing and transferring the student's personal data.

For details, please cf. the information on processing personal data of students (point 4).

The student agrees to accept emails, text messages and telephone calls by the provider and affiliates. These communication steps may include promotional as well as merely informational material (§ 107 TKG as amended).

The student acknowledges that the disclosure of the student account's password to third parties is forbidden.

### **9. Data protection for professional projects, internship projects or employment in affiliates**

In the context of professional projects, internship projects or employment in affiliates, the student is obliged to maintain data confidentiality with regard to personal data (in particular client data), trade secrets of the provider and the receiving institution. In case of conflict of interests between the provider and the receiving institution/internship company, the student is obliged to inform his/her coordinator/advisor or the responsible degree programme director. If in doubt, the interests of the provider are given priority.

### **10. Liability regulation**

The provider accepts no liability for theft, loss or damage of (valuable) items brought along by the student.

The student must report and compensate any damage caused to the infrastructure of the provider and is liable for any damage he/she may cause during the studies and/or the vocational or project internship and will indemnify and hold harmless the provider.

### **11. Copyright**

The learning materials provided within the framework of studies (lectures, exams etc.) remain the intellectual property of the provider or the respective author/manufacturer. The learning materials are only at the personal disposal of the persons who received the material within the framework of studies. If there are not any other regulations regarding the contents of respective learning materials, any use beyond the free use of works (for example copies or any other reproduction for personal use, quoting particular passages of a published work) is prohibited. Thus any use of all materials provided by the provider which contradict the

copyright laws and which lack the written consent of the provider or the respective author/manufacture is prohibited.

The student acknowledges that the filming, photographing, tape-recording and any other form of recording the teaching activities, irrespective of whether these are held online or at UAS, without prior consent of the speaker/lecturer is prohibited. In particular, this regulation also applies to the provision of such recordings on the internet and social networks, especially if other persons are identifiable. In this case, the consent of all acoustically and/or visually identifiable persons must be obtained in advance.

## **12. Use and exploitation rights for theses and intellectual creations of the student**

All works of the students independently created in the context of the degree programme remain their intellectual property. The student explicitly declares that he/she authorises the provider to use all works created in the context of the degree programme locally and temporally unlimited for all forms of exploitation, including the right to use them on the internet and networks. The provider is obliged to publish final theses with the name of the author (§ 19(3) FHG). The right of the provider to publish students' final theses also includes the right to electronically incorporate them into databases, storage systems, etc. and to make them accessible to third parties, in particular for teaching and research purposes. The student is not entitled to any form of remuneration for services and (intellectual) creations which were created in the context of the degree programme.

## **13. Protection of intellectual property of the student**

If the student, within the framework of the studies, designs an invention worthy of protection and subject to patent or utility model protection, the provider must be informed in good time. A rights agreement is to be concluded with the provider prior to filing an intellectual property application.

## **14. Miscellaneous**

This education contract shall be executed electronically. In order to be valid, the education contract signed by both contracting parties must be uploaded in full by the student to the link communicated by the provider.

All agreements between the student and the provider must be in writing. All agreements that are made with the student in the context of the education contract are outlined in this contract, including all ancillary agreements. No verbal agreements are made at the conclusion of the contract. Changes or additions to the education contract must be in writing.

## **15. Ineffectiveness of contractual provisions, fees, place of jurisdiction**

Should individual provisions of this contract be or become ineffective, this shall not affect the effectiveness of the remaining provisions of this contract.

The education contract is free of charge. To this contract, Austrian law applies exclusively. Any legal actions against the provider need to be filed with the territorially competent court in Vienna, City Centre. The place of jurisdiction for legal actions against the student is determined by his/her place of residence, habitual abode or place of employment, if this is located in Austria (§14 KSchG as amended).



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The Student:

The Provider:  
Fachhochschule des BFI Wien  
Gesellschaft m.b.H. (University of Applied  
Sciences of BFI Vienna)

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Place, Date, Signature

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Vienna, Date  
Mag.<sup>a</sup> Eva Schießl-Foggensteiner  
Managing Director

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