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## STUDY CONTRACT

### Fachhochschule Kufstein Tirol Bildungs GmbH

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«ORG»

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#### 1. Contractual partners

The study contract is concluded between the following contractual partners:

Fachhochschule Kufstein Tirol Bildungs GmbH  
Andreas Hofer-Straße 7  
6330 Kufstein  
Company register number: FN183013m

in the following referred to as "maintainer", represented by the managing director, and

«Vorname» «Familiename», date of birth «Geburtsdatum»  
«Strasse»  
«PLZ» «Ort»  
«Land»

in the following referred to as "student".

#### 2. Contractual object, duration and place of study

The study program «ORG», in the following referred to as "PSP" (polytechnic study program) is the object of the study contract. «Vorname» «Familiename» is admitted as a student to the PSP.

The study program is conducted as a «VZ\_BB» program with a regular study duration of «SEM\_ORG» semesters and will begin in the fall of «Jahr».

The courses will principally be held in the Greater Kufstein area. Structure, content, organizational principle and curricula of the PSP are contained in the [study regulation](#) in the valid version, and the student is familiar with these. Respective regulations regarding the required internship, semester abroad or international study trip are specified in the respective study regulation. The maintainer strives to align the curriculum and study plan according to labor market requirements. Changes to the curriculum and/or study plan may result due to necessary considerations.

#### 3. Contractual bases

The present study program is based on the following laws, stipulations, regulations and ordinances in the currently valid version:

- a.) University of Applied Sciences Act ([FHG](#)), Federal Law Gazette No. 340/1993, as amended
- b.) Student Union Act ([HSG 2014](#)), Federal Law Gazette I No. 45/2014

- c.) University of Applied Sciences Accreditation Act in the valid version of the board of the Agency for Quality Assurance and Accreditation Austria (AQ Austria), decree based on Section 23 (5) of the University Quality Assurance Act ([HS-QSG](#))
- d.) Educational Documentary Act ([BiDok](#))
- e.) [Copyright Act](#)
- f.) [Consumer Protection Act](#)
- g.) [General Data Protection Regulation](#) (EU) 2016/679, supplemented by the Data Protection Act ([DSG](#)) 165/1999 and the Data Protection Amendment Act 2018
- h.) Telecommunications Act 2003 ([TKG 2003](#))
- i.) [Statutes](#) of FH Kufstein Tirol in the valid version, specifically the general study and examination regulation ([ASPO](#)).
- j.) [Study regulation](#) in the valid version
- k.) [Guide for students](#)
- l.) [House regulation](#), [library regulation](#), IT regulation and internal fire safety regulation
- m.) General terms and conditions of Fachhochschule Kufstein Tirol Bildungs GmbH ([GTC](#))

All changes to laws or other stipulations and ordinances are valid as of entry into force. Changes to the contractual bases have no influence on the validity of the study contract.

Furthermore, by signing the contract, the student confirms to have read and expressly consents to the general terms and conditions ([GTC](#)) of Fachhochschule Kufstein Tirol Bildungs GmbH in the valid version. The [GTC](#) of FH Kufstein Tirol Bildungs GmbH can be viewed on the maintainer's homepage at any time.

#### **4. Rights and obligations of the maintainer**

The maintainer reserves the right to only conduct a PSP if a sufficient number of participants sign up. The maintainer commits to reimburse any paid tuition fees if the PSP is not held due to insufficient student attendance. In addition, the maintainer reserves the right to adjust the study program as necessary in the event of natural hazards that are not within its area of responsibility (pandemics, natural disasters, etc.).

The maintainer is also obligated to plan and conduct the PSP within the regular study program duration and ensures the proper execution of study program activities. Qualified teachers are employed according to the educational goal of the PSP, and the required infrastructure and rooms are made available.

Additionally, the maintainer is entitled or committed to the following:

- Issuance of a student ID card including photograph
- Provision of a comprehensive certificate/record transcripts at the end of the semester
- Issuance of a final certificate, comprehensive record transcript, diploma, supplements, official document
- Collection of a fee for participation in the graduation ceremony

By signing, the applicant expressly consents that the personal data may be processed further in the manner stated in the following; this consent remains in effect even after completing or interrupting the study program or after dropping out:

- Authorization for automation-supported processing of personal data for the purpose of maintaining the proper execution of study program activities
- Forwarding of statistical personal data within the context of valid laws and ordinances (specifically with respect to the Educational Documentary Act)

## 5. Rights and obligations of students

The quality of the study program is eminently ensured by commissioning qualified lecturers and the possibility of sharing experiences between the lecturer and students.

This is why students are specifically committed to the following:

- Personal attendance during all courses and participation in measures for determining the attendance obligation (An exemption from individual teaching days or hours may be granted in individual cases after submitting an application to the director of studies, in the following referred to as "manager". The student's inability to attend is to be announced to the manager as soon as possible. The manager makes a decision regarding exclusion from the study program in case of insufficient attendance.)
- Active and constructive participation in study program activities
- Participation in the content-related further development of the study program within the context of student co-determination
- Active participation in evaluation measures
- Maintaining confidentiality with respect to research and development activities and results
- Maintaining discretion in regard to circumstances that have been revealed within the context of the internship
- Adherence to the general study regulation, examination regulation, house regulation, library regulation as well as other guides and regulations
- Transmission of current contact data – Students must be reachable via the provided contact data.
- Regular monitoring of e-mail accounts provided by the polytechnic
- Usage of learning platforms
- Completion of the curriculum
- Reporting of accidents that occurred within the context of the study program
- Reporting of damages to the polytechnic's property

The student further acknowledges that sharing the student account password is prohibited.

The study program concludes with an academic degree. The acceptance of this degree essentially depends on the graduates' high knowledge and ability level, which is why it is necessary for students to verify their knowledge and abilities by means of examinations. The student commits to adhere to examination and submission deadlines. Apart from that, reference is made to the general study and examination regulation of the University of Sciences Kufstein Tirol.

## 6. Admission procedure

The admission procedure at FH Kufstein Tirol is divided into several steps for [bachelor study programs](#) and [master study programs](#). Details regarding the individual steps are stated on the website for FH Kufstein Tirol.

A waiting list is created in case of a large number of qualified applicants. It is based on a ranking sequence determined after the conclusion of the admission procedure.

## 7. Admission to the study program

This contract is only concluded under the condition that the student submits all required documents that are necessary for proper admission to the study program to the maintainer **at the latest at the beginning of the study program.**

The student is granted an **extension until October 31** of the first academic year if the required documents are not transmitted in due time. The maintainer is no longer bound by the study contract if the required documents are not submitted by the end of the extension period.

## 8. ÖH fee

All degree-seeking students in accordance with Section 4 (3) University of Applied Sciences Act ([FHG](#)) are members of the Austrian Student Union and therefore obligated to pay the ÖH fee for each semester. According to Section 38 (3) of the Universities Act 2014 ([HSG 2014](#)), the chairperson of the federal representation must announce the actual amount of the ÖH fee at the latest by May 1 of each year.

The current ÖH fee amounts to **EUR «OEH-Beitrag»** per semester. The maintainer usually invoices the ÖH fee together with the tuition fee per semester, and the invoice is to be paid in advance. **In the first academic year, a separate invoice for the payment of the ÖH fee will be issued and sent digitally in good time before the start of studies.**

The ÖH fee is to be paid for each commenced semester of a degree-seeking study program, which also applies to required semesters studied abroad or internships as well as semesters in which only examinations are still to be performed.

Enrollment for a degree-seeking study program is completed when the tuition fee and ÖH fee have been received.

## 9. Tuition fee

According to the University of Applied Sciences Act ([FHG](#)), the maintainer is authorized to collect a tuition fee per semester from degree-seeking students. The tuition fee amount is based on the legal provisions of the University of Applied Sciences Act.

### a. Tuition fee for the «das\_erste\_studienjahr»

Only a limited number of study places are available in the PSP for each admission year. The applicant guarantees the commencement of studies by signing this study contract and with the payment of the tuition fee for the entire «das\_erste\_studienjahr».

**The tuition fee for the «das\_erste\_studienjahr»** in the amount of **EUR «SGBeitrag1Jahr»** must be paid by **«ZFristDatum»** at the latest to the account of Fachhochschule Kufstein Tirol Bildungs GmbH with the designation **Tuition Fee «Vorname» «Familiename» «STG»** in the reference field.

Please note the **following bank information** for the payment of the tuition fee for the «das\_erste\_studienjahr»:

Bank information	Tuition fee for the «das_erste_studienjahr»
Account holder	Fachhochschule Kufstein Tirol Bildungs GmbH
Bank	Sparkasse Kufstein
IBAN	AT79 2050 6077 0016 1735
BIC	SPKUAT22XXX

Non-payment of the tuition fee for the «das\_erste\_studienjahr» to the maintainer's account by **«ZFristDatum»** is regarded as an express declaration of renunciation of the granted study place. In this case, the maintainer is free to immediately assign the study place to another applicant without notifying the defaulted payer. Students may not designate substitutes.

The paid tuition fee for the «das\_erste\_studienjahr» is regarded as forfeit if the student does not commence the study program or drops out.

## b. Tuition fee for the following semesters

The tuition fee per semester in the amount of currently **EUR «SGBeitrag»** is collected after the «dem\_ersten\_studienjahr».

The **tuition fee** is to be paid in advance by **September 15** (for the respective winter semester) or by **March 1** (for the respective summer semester).

The student is granted an **extension period** (until October 15 in the winter semester and March 31 in the summer semester) if the tuition fee and ÖH fee are not paid in due time.

**A 10 % markup is added to the tuition fee** in case of payment after September 15<sup>1</sup> or March 1. The maintainer is no longer bound to the study contract if the tuition fee and ÖH fee are not paid by the end of the extension period.

Winter semester	Summer semester
Until 09/15: Regular tuition fee From 09/16 to 10/15: + 10 % markup	Until 03/01: Regular tuition fee From 03/02 to 03/31: + 10% markup

The tuition fee in the amount of **EUR «SGBeitrag»** and the ÖH fee are to be paid while stating the invoice number in the reference field or, in case an invoice number is not yet known, with the designation **Tuition and ÖH fee «Vorname» «Familiennamen» «STG»** to the following account:

Bank information	Tuition fee and ÖH fee
Account holder Bank IBAN BIC	Fachhochschule Kufstein Tirol Bildungs GmbH Sparkasse Kufstein AT04 2050 6077 0016 1727 SPKUAT22XXX

The tuition fee is to be paid for each commenced semester of a degree-seeking study program, which also applies to required semesters abroad or internships as well as semesters in which only examinations are still to be performed. Reimbursement during the ongoing semester due to a regular completion of studies or dropping out is not envisaged.

## 10. Study-law regulations

### a. Inability to commence the study program

The study contract is regarded as postponed and conditionally concluded until the impediment for attending has been resolved in case an important circumstance occurs that makes it impossible for the student to commence the studies despite the fact that the study contract has been signed by both sides. The relevant study contract is automatically canceled in case the student is still unable to commence the sought PSP in the following academic year due to the stated reason; the paid tuition fee for the «das\_erste\_studienjahr» is not reimbursed in this case.

<sup>1</sup> The tuition fee including ÖH fee is to be paid by 10/15 at the latest without markup in case of admission on an additional admission date in the fall.

The student must immediately inform the manager in writing of the respective circumstance or reason for not attending.

### **b. Study interruption**

The maintainer organizes the PSP so that it can be accomplished within the stipulated time period. The regulation for study interruptions applies according to the general study and examination regulation of FH Kufstein Tirol ([ASPO](#)) in the respective published version on the maintainer's homepage.

Payment of the tuition fee and ÖH fee is waived for the times in which a study interruption is granted in writing by the manager or principal, for example due to illness, military or alternative service, pregnancy or parental leave. No examinations may be taken during the time of interruption.

### **c. Repeating an academic year**

The regulation for repeating an academic year applies according to the general study and examination regulation of FH Kufstein Tirol ([ASPO](#)) in the respective valid version, published on the maintainer's homepage.

The present study contract enters into force again in case an academic year is repeated.

### **d. Recognition of documented previous knowledge**

The regulation for recognizing documented previous knowledge applies according to the general study and examination regulation of FH Kufstein Tirol ([ASPO](#)) in the respective valid version, published on the maintainer's homepage.

### **e. Procedure in case of suspicion of plagiarism**

The procedural regulation for suspicion of plagiarism applies according to the general study and examination regulation of FH Kufstein Tirol ([ASPO](#)) in the respective valid version, published on the homepage of the maintainer.

## **11. Processing personal data**

### **a. Notice for forwarding personal data based on applicable laws**

The maintainer is obligated to forward students' personal data based on legal provisions (e.g. forwarding according to the Educational Documentary Act ([BiDok](#)), reporting student database information to ÖH, FH BIS regulation and the like).

Furthermore, the maintainer is authorized to save, process and use personal student data in the form as described under item 4 of this contract.

### **b. Notice for information-supported data processing by the maintainer**

The student consents to the automatic saving, processing and usage of his:her personal data by the maintainer for the purpose of properly executing study activities. Furthermore, the student consents to the forwarding of this data insofar as this is required for study activities or due to legal stipulations.

### **c. Notice for regulations according to the Telecommunications Act**

The student agrees to accept e-mails, text messages and phone calls from the maintainer or associated companies whereas these communications may contain advertising or mere informational material (Section 107 of the [Telecommunications Act](#)).

## **12. Data protection for professional and internship projects or for hiring by partner companies**

The student commits to maintain data secrecy within the course of professional or project internships or employment with a partner company with regard to acquired personal data (specifically client data) and company secrets of the maintainer and the respective partner company. The student is required to inform the supervisor or the responsible manager in case of a conflict of interest between the polytechnic and the hiring company or partner company and follow the given advice. The maintainer's interests are given preference in case of uncertainty.

The student must surrender all data received from the maintainer within the course of the project or professional internship and at least submit one copy of the prepared data to the supervisor or manager in case the student prematurely ends the study relationship with the maintainer due to recruitment and permanent employment with a company within the course of internship activities (whether limited or part-time employment).

## **13. Copyright**

### **a. Usage of course documentation**

Teaching, study and learning material provided within the context of teaching, study and examination activities remain the intellectual property of the maintainer or author or works producer and are exclusively available for personal use to those who received this material within the context of teaching, study examination activity.

Usage beyond free works utilization (e.g. copies or other reproductions for personal use, citing of individual passages of a published literary work, etc.) and thus any usage of any of the maintainer's documentation in a manner that is contrary to the provisions of the Copyright Act is not permitted without the express written consent of the maintainer or author or works producer.

Correct citing according to the provisions of the Copyright Act is permissible in any case. Usage beyond this or incorrect citing (plagiarism) does not comply with the rules of academic writing and may be legally asserted by the authorized creator or maintainer through damage compensation claims.

### **b. Usage of social media**

The student acknowledges that videos, photographs, audio recordings or other forms of recordings of educational activities are prohibited without prior consent from the lecturer and maintainer. In particular this also applies to the dissemination of such records on the Internet or in social networks, specifically if persons are acoustically or visually recognizable. In this case, the consent of all acoustically and/or visually recognizable persons must be obtained beforehand.

#### **14. Usage and utilization rights of final papers and intellectual creations**

All independently created works by students within the context of teaching, study and examination activities in the PSP remain the intellectual property of students. The student expressly declares that he/she grants the maintainer works usage rights without temporal or location-related restrictions for all types of usage including the right for usage in online networks for all works created within the context of the study program. The maintainer is authorized to publish final papers under the name of the author. The author is authorized to apply for an exemption from the usage of submitted copies for a maximum of five years after submission. The application is to be granted if the student can show probable cause that publication would compromise important legal and economic interests of the student. The student has no right to compensation for accomplishments and (intellectual) creations provided within the context of the study program.

#### **15. Liability for damages and EDP usage**

The student is obligated to treat equipment, books, keys and other material, provided within the context of the PSP properly and with care and only use these for study purposes according to intended use; otherwise the student may be liable for damages, loss and destruction of equipment, books, keys and other material. The student is obligated to not use the established EDP user account with e-mail address and Internet access for private purposes or purposes that are extraneous to studies and commits to indemnify and hold the maintainer harmless in this regard. The student is further obligated to immediately return all equipment, books, keys and other material, provided within the context of the PSP in case of premature withdrawal without completing the study program. Once the study program has been successfully completed, provided equipment, books, keys and other material must be returned to the maintainer's respective administration units at the latest prior to the academic graduation ceremony, but, in any case, immediately after the final examination; otherwise the maintainer reserves the right to take legal action.

The student acknowledges and consents to the maintainer's house and usage regulation in the currently valid version for the usage of rooms, equipment, books, keys and other material.

The maintainer is not liable for theft, loss or damage of objects, specifically also objects of value that have been brought along by the student.

#### **16. Written form requirement**

All agreements between the student and the maintainer require the written form. All agreements that are made with the student for the establishment of the study contract are issued in writing, including subsidiary agreements.

Verbal agreements do not exist for the conclusion of the study contract. Changes or supplements require the written form.

#### **17. Change of performance requirements**

The PSP is planned for the long-term and is subject to constant quality controls. Continual adjustments are necessary for quality assurance purposes. For this reason, the maintainer reserves the right to make changes. The maintainer is committed in such cases to inform the students as soon as possible of implemented changes.



## 18. Cessation of the study contract

The study contract ends automatically upon successful completion of the polytechnic study program.

### a. Cancellation by the student

A premature contract dissolution for cause or cancellation of the study contract **by the student** is to be transmitted to the maintainer in writing including genuine signature while adhering to the following cancellation periods.

For cancellation by the student, the cancellation letter must

- be received by August 31 for the winter semester (postmark date),
- be received by January 31 for the summer semester (postmark date).

### b. Exclusion from the study program by the maintainer

Proper execution of study activities implies close cooperation between the maintainer and the student. The maintainer has the right to **exclude** students from the study program for cause insofar as students exhibit behavior that is contrary to this requirement.

Cause for exclusion from the study program by the maintainer that leads to the cancellation of the study contract specifically includes the following:

- Persistent unexcused absence or insufficient participation in study activities
- Endangerment of academic success specifically due to missed deadlines
- Lack of academic success (negative evaluation of the last possible repeat examination)
- Defaulted payment of the tuition fee
- Dropping out of the study program without notifying the maintainer in advance
- Non-observance of the general study and examination regulation
- Violation of the house regulation, library regulation, IT regulation and/or internal fire safety regulation
- Conduct that impacts the proper execution of study program activities

This is not an exhaustive list, and the maintainer reserves the right to examine each individual case.

## 19. Withdrawal right

The study contract has to be signed by «**ZFristDatum**» at the latest. After signing the study contract, the student has the right to withdraw from this contract within 14 days.<sup>2</sup>

## 20. Jurisdiction

Austrian law is the applicable substantive law. Regional Court Kufstein is the place of jurisdiction for all disputes arising from this contract.

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<sup>2</sup> If the commencement of studies is confirmed on an additional admission date in autumn, the right to withdraw from this contract ends on October 1<sup>st</sup>.

## 21. Legal basis

The present contract is available in English and German. The German version is the legally valid version in case the English translation deviates from the original in any way.

Kufstein, on «Vertragsdatum»



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**Prof. (FH) Dr. Thomas Madritsch**  
Fachhochschule Kufstein Tirol Bildungs GmbH  
CEO Managing Director

.....  
«Vorname» «Familiennamen»  
Student