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## STUDY CONTRACT

### FH Kufstein Tirol International Business School 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 International Business School GmbH  
Andreas Hofer-Straße 7  
6330 Kufstein  
Company register number: FN313301m

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

«Anr» «Titel» «Vorname» «Familiename», «Titel\_nachgestellt», date of birth «Geburtsdatum»  
«Strasse»  
«PLZ» «Ort»  
«Land»

in the following referred to as "course participant".

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

The course «ORG» is the object of the study contract. The course participant «Anr» «Titel» «Vorname» «Familiename», «Post-positive title», is admitted as a non-degree-seeking student according to Section 4 (2 & 3) of the University of Applied Sciences Study Act ([FHStG](#)).

The course is based on the University of Applied Sciences Study Act ([FHStG](#)), Federal Law Gazette 340/1993 in the currently valid version. The course in module form consists of distance-learning elements (Internet-supported self-studying, Internet-supported group work) and physical attendance phases. The latter take place at Kufstein and possibly at other locations. Structure, content, organizational principles and study plans of the multi-semester course are regulated in the general study regulation. The maintainer strives to align the curriculum according to labor market requirements. Curriculum changes may result due to necessary considerations.

#### 3. Contractual bases

The present studies are based on the following norms and regulations in the currently valid version:

- a.) University of Applied Sciences Study Act ([FHStG](#)), Federal Law Gazette No. 340/1993
- b.) Student Union Act 2014 ([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.) [House regulation](#), [library regulation](#), IT regulation and internal fire safety regulation
- k.) General terms and conditions of Fachhochschule Kufstein Tirol International Business School 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 course participant confirms to have read and expressly consents to the general terms and conditions ([GTC](#)) of Fachhochschule Kufstein Tirol International Business School GmbH in the valid version. The [GTC](#) of Fachhochschule Kufstein Tirol International Business School GmbH can be viewed on the maintainer's homepage at any time.

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

The maintainer is obligated to plan and conduct courses. Teachers and lecturers are employed according to the educational goal of the courses, and the required rooms are made available.

However, the maintainer reserves the right to refrain from conducting the course if the required minimum number of course participants is not met.

Additionally, the maintainer is entitled and obligated to the following:

- Possibly issuance of a student ID card including photograph
- Provision of record transcripts at the end of the semester
- Issuance of a final examination certificate and official document

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

- Authorization for automation-supported processing of personal data for the purpose of ensuring the proper execution of course 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 course participants**

The quality of further education is eminently ensured by the obligation of lecturers and the possibility of sharing experiences between the lecturer and course participants.

This is why course participants are specifically committed to the following:

- Personal attendance and participation in the modules throughout all physical attendance and virtual learning phases (The course manager makes a decision regarding exclusion from further educational studies/courses in case attendance is insufficient.)
- Ensuring an independent infrastructure for participation in virtual learning phases (e.g. PC, laptop, headset, camera, etc.)
- Active and constructive participation in course activities
- Participation in the content-related further development of the course
- Active participation in evaluation measures
- Maintaining confidentiality with respect to research and development activities and results
- Adherence to the general study regulation, examination regulation, house regulation, library regulation as well as other guides and regulations
- Transmission of current contact data – Course participants must be reachable via the provided contact data.
- Regular monitoring of e-mail accounts provided by the polytechnic
- Usage of learning platforms
- Reporting of accidents that occurred within the context of the course
- Reporting of damages to the polytechnic's property

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

Courses at Fachhochschule Kufstein Tirol International Business School GmbH conclude with the issuance of an academic degree (master's degree or academic expert) according to Section 9 of the University of Applied Sciences Study Act. The acceptance of this degree essentially depends on the graduates' high knowledge and ability level, which is why it is necessary for course participants to verify their knowledge and abilities by means of examinations. The course participant commits to adhere to examination and submission deadlines. Apart from that, reference is made to the general examination provisions in the [general study and examination regulation](#) of the Fachhochschule Kufstein Tirol and the guide for FH Kufstein Tirol students.

## 6. Admission to the further education program

This contract is only concluded under the condition that the course participant submits all required documents that are necessary for admission to the further education program of Fachhochschule Kufstein Tirol International Business School GmbH to the maintainer **at the latest two weeks prior to the beginning of the course**. The maintainer is no longer bound by the study contract if the required documents are not received within the required term.

## 7. ÖH fee

All non-degree-seeking students in accordance with Section 4 (3) University of Applied Sciences Study Act 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, 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 «ÖH-Beitrag»** per semester. The maintainer usually invoices the ÖH fee together with the course fee per semester, which is to be paid in advance.

The ÖH fee has to be paid for each semester that has started, including semesters in which only examinations will take place.

## 8. Participation fee

The course fees in the amount of **EUR «ORG»** per semester plus the examination fee in the amount of **EUR «ORG»** per semester are due **within two weeks of receiving the invoice**. The invoice will be sent prior to the beginning of the course. The maintainer charges a markup of 10 % for the course fee in case the payment is not received in due time. Full payment of all course fees and the ÖH fee is a requirement for course participation.

The course fee and ÖH fee are to be paid to the following bank account with the designation "SG\_ORG":

Bank information	Course fee and ÖH fee
Account holder	Fachhochschule Kufstein Tirol International Business School GmbH
Bank	Volksbank Tirol AG
IBAN	AT06 4239 0000 0040 6350
BIC	VBOEATWWINN

## 9. Study-law regulations

### a. Study interruption

Fachhochschule Kufstein Tirol International Business School GmbH organizes the further education program so that it can be accomplished within the stipulated time period. The regulation for study interruptions applies according to the general terms and conditions of Fachhochschule Kufstein Tirol International Business School GmbH.

The maintainer reserves the right to not conduct the course in case an insufficient number of participants sign up; thus, re-entrance into the course cannot be guaranteed at the desired point in time after dropping out. The course participant bears the risk of interrupting their studies.

50% of the subsequent course fees/participation fees are charged in case of study interruption. ÖH fees for multi-semester courses are charged for each semester of enrollment.

### b. Repeating individual modules

An application to repeat individual modules can be submitted to course management.

The maintainer reserves the right to not conduct the course in case an insufficient number of participants sign up; thus, the repetition of individual modules cannot be guaranteed at the desired point in time. The course participant bears the risk in case individual modules are repeated.

### c. 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.

## **10. Processing personal data**

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

The maintainer is obligated to forward the course participants' 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 data of course participants in the form as described under item 4 of this contract.

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

The course participant consents to the automatic saving, processing and usage of his/her personal data by the maintainer for the purpose of maintaining proper course activities. Furthermore, he/she consents to the forwarding of this data insofar as this is required for course activities or due to legal stipulations.

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

The course participant 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](#)).

## **11. Copyright**

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

Teaching, study and learning material provided within the context of course and examination activities remain the intellectual property of the maintainer or the respective author or works producer and are exclusively available for personal use to those who received this material within the context of course and 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 course participant acknowledges that videos, photographs, tape recordings or other forms of recordings of course activities are prohibited without prior consent from the lecturer and maintainer. This specifically also applies to publishing such recordings of other people on the Internet or in social networks. In this case, the consent of all acoustically and/or visually discernible persons must be obtained beforehand.

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

All works independently created by course participants within the context of teaching and examination activities during courses at Fachhochschule Kufstein Tirol International Business School GmbH remain their intellectual property. The course participant expressly declares that he/she grants the maintainer a works usage authorization for all works created within the context of the course without temporal or location-related restrictions for all types of usage including the right for usage in online networks. 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 course participant can substantiate that publication would compromise important legal and economic interests of the course participant. The course participant has no right to compensation for accomplishments and (intellectual) creations provided within the context of courses/studies.

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

The course participant is obligated to treat equipment, books, keys and other material, provided within the context of studies/courses properly and with care and only use these for study and course related purposes; otherwise the course participant may be liable for damages, loss and destruction of equipment, books, keys and other material. The course participant 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 courses or studies and commits to indemnify and hold the maintainer harmless in this regard. The course participant is further obligated to immediately return all equipment, books, keys and other material, provided within the context of the course in case of premature withdrawal from the course. Once the course 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 course participant 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 participant.

## **14. Written form requirement**

All agreements between the course participant and the maintainer require the written form. All agreements that are made with the course participant 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.

## **15. Change of performance requirements**

Courses at the International Business School GmbH are planned for the long-term and are 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 course participant as soon as possible of implemented changes.

## 16. Cessation of the study contract

The study contract automatically ends upon successful completion of the course.

### a. Cancellation by the course participant

A premature contract dissolution or cancellation of the study contract **by the course participant** is to be transmitted to the maintainer in writing including genuine signature while adhering to the cancellation periods of 4 weeks.

### b. Exclusion from the further educational program by the maintainer

The proper execution of course activities implies close cooperation between the maintainer and course participants. Thus, the maintainer has the right to **exclude** course participants from the study program if these persons conduct themselves in a manner that contradicts this requirement.

Reasons for the maintainer to exclude participants from the further education course, resulting in the cessation of the study contract especially include the following:

- Persistent unexcused absence or insufficient participation in the study program
- Endangerment of academic success of the further education program specifically due to missed deadlines
- Lack of academic success (negative evaluation of the last possible repeat examination)
- Defaulted payment of the course fee
- Dropping out of the course without notifying the maintainer
- 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 course activities

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

## 17. Jurisdiction

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

## 18. Legal basis

The present contract is also available in English. The German version is always the legally valid version in case of discrepancies between the German original and the English translation.

Kufstein, on «Vertragsdatum»

<b>Prof. (FH) Dr. Thomas Madritsch</b> Fachhochschule Kufstein Tirol International Business School GmbH Management		«Vorname» «Familiename» Participant
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