

EDUCATION CONTRACT

University of Applied Sciences Kufstein Tirol International Business School GmbH

[Name of Program]

1. Contractual partners

This education contract is concluded between the following contracting parties:

University of Applied Sciences Kufstein Tirol International Business School GmbH
Andreas Hofer-Straße 7
6330 Kufstein
Company register number: FN313301m

hereafter referred to as the "Provider," represented by the CEO Managing Director, and

[Mr./Ms.] [First Name] [Last Name], [Acad. Degree(s)], born [January 1, 2000]
[Street Address]
[ZIP Code] [Town]
[Country]

hereafter referred to as "Program Participant."

2. Subject matter of the contract, duration of program, and location of studies

The subject of this education contract is the program [Name of Program]. [Mr./Ms.] [First Name] [Last Name], [Acad. Degree(s)], is accepted into the program as a participant.

The program will last a total of [XY month(s)/semester(s)]. The program is provided in the form of modules and consists of distance learning elements (remote self-study phases and remote group work) and in-person phases. The latter will take place in Kufstein and, as required, at other locations.

The Provider endeavors to align the curriculum with the requirements of the labor market. For this reason, the Provider reserves the right to make changes to the curriculum. The program is also planned for the long term and is subject to constant quality controls. Quality assurance requires continuous adjustments.

3. Rights and obligations of the Provider

The Provider commits to planning and running the program. In accordance with the program objective, suitable instructors will be hired and the necessary rooms made available.

However, the Provider reserves the right not to start the program if the required minimum number of participants is not reached.

In addition, the Provider is entitled or obliged to do the following:

- Provide a transcript (record of academic achievement) at the end of each semester.
- Issue a diploma, document of attendance, or certificate of completion

By their signature, the Program Participant expressly agrees that his/her personal data may be further processed in the manner outlined below; this consent also applies after the completion or termination of the program:

- The Provider is authorized to carry out automated processing of personal data for the purpose of maintaining proper educational operations.
- The Provider is authorized to disclose statistical personal data within the framework of any applicable laws and regulations, in particular the Austrian "Bildungsdokumentationsgesetz" (Education Documentation Act).

4. Rights and obligations of the Program Participant

The quality of the education program is ensured primarily by hiring suitable instructors and providing participants an opportunity to exchange ideas and experiences with these instructors as well as the other program participants.

For this reason, the Program Participant commits to the following:

- Personal attendance of all teaching units. (In important individual cases, the Program Director may grant a leave of absence for individual teaching days or units following a respective application to the Program Director.)
- Active participation in all teaching units.
- Active participation in the evaluation of teaching staff.

The program concludes with the award of a higher education certificate. The wider acceptance of such certificates in society and the labor market is contingent on a high level of knowledge and skills of graduates. For this reason, it is necessary for participants to prove their knowledge and skills through examinations. Therefore, the Program Participant commits to honoring examination dates and submission deadlines. More generally, the [General Study and Examination Regulations](#) and [Student Guidelines](#) of the University of Applied Sciences Kufstein Tirol apply.

5. Admission to the program

This contract is only concluded subject to the proviso that all documents required for admission to the continuing education program of the University of Applied Sciences Kufstein Tirol International Business School GmbH have been submitted to the Provider by the Program Participant **no later than two weeks before the start of the program**. If the required documents are not received on time, the Provider is no longer bound by this education contract.

6. Program fee

The program fee plus an examination fee must be paid in advance for each semester regardless of completion of the respective semester. The program fee of **EUR [5,000]** and the examination fee of **EUR [1,000]** must be paid **within two weeks of receipt of the invoice**. The respective invoice will be sent before the start of the program. If payment is not made on time, a surcharge of 10% will be added to the fee by the Provider. Participation in the program is contingent on full payment of the program fee and the Austrian Students' Union ("ÖH") fee, the latter currently amounting to EUR [24.70].

The program fee and the Austrian Students' Union ("ÖH") fee must be paid into the following account, stating the invoice number in the reference field:

Bank details	
Account holder	University of Applied Sciences Kufstein Tirol International Business School
Bank	Sparkasse Kufstein
IBAN	AT43 2050 6077 0014 7445
BIC	SPKUAT22XXX

7. Leave of absence

The program is organized by the University of Applied Sciences Kufstein Tirol International Business School GmbH in such a way that it can be completed within the prescribed time. A leave of absence from the program is therefore only possible for compelling personal and/or professional reasons. Examples of compelling reasons are pregnancy, being called up for military service, or serious and prolonged illness. In such cases, a leave of absence must be requested in writing by the Program Participant and approved by the Program Director.

8. Liability for damage and IT use

The Program Participant undertakes to treat the equipment provided as part of the education program with care and in an appropriate manner and to only use it for purposes related to the program. Otherwise, the Program Participant may be held liable for damage, loss, or destruction of the equipment. The Program Participant agrees to follow the [House Rules](#) and other relevant regulations ([Library Regulations](#) [in German], IT regulations, and internal fire safety regulations) applicable to the rooms and the equipment at the respective locations.

The Provider accepts no liability for theft, loss, or damage to items brought along by the Program participant, in particular valuables.

9. Written form requirement

All agreements between the Program Participant and the Provider must be made in writing. This written contract contains any and all agreements concluded between the Program Participant and the Provider in relation to the execution of this education contract, including all ancillary agreements.

No additional verbal agreements have been entered into in the course of the conclusion of this education contract. Amendments or additions to the contract must be made in writing.

10. Termination of the education contract

The Program Participant may terminate the education contract by mutual agreement at any time without giving reasons. The program fee will not be refunded in such cases. The Program Participant may terminate the education contract in writing by registered letter at the end of each semester, subject to a six-week notice period (date of postmark).

Running the program requires close cooperation between the Provider and the Program Participant. Therefore, the Program Participant must attend the program regularly. The education contract ends if the Program Participant leaves the program due to a lack of success in the program because of a failing grade in the last possible exam retake, by dropping out of the program, or by successfully completing the program.

11. Place of jurisdiction

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

12. Miscellaneous

Should one or more provisions of this contract be or become invalid for factual or legal reasons, this shall not affect the validity of the remaining provisions. Rather, the contracting parties undertake to replace the invalid provisions with provisions that come as close as possible to the economic purpose of the invalid provision.

Kufstein, on [January 1, 2025]

Prof. (FH) Dr. Thomas Madritsch
University of Applied Sciences Kufstein Tirol
International Business School GmbH
CEO Managing Director

[First Name] [Last Name]
Program Participant