STUDY CONTRACT

University of Applied Sciences Kufstein Tirol

Fachhochschule Kufstein Tirol Bildungs GmbH

«ORG»

1. Contractual partners

The study contract is concluded between the following contractual partners:

University of Applied Sciences Kufstein Tirol
Fachhochschule Kufstein Tirol Bildungs GmbH
Andreas Hofer-Straße 7
A-6330 Kufstein
Company register number: FN183013m

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

«Vorname» «Familienname», date of birth «Geburtsdatum»
«Strasse» «Hausnummer»
«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 "UASSP" (University of Applied Sciences study program), is the object of the study contract. «Vorname» «Familienname» is admitted as a student to the UASSP.

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. The structure, content, organizational principle, and curricula of the UASSP are specified in the currently valid version of the Statutes & General Study Regulations, 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 Provider 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[1]), Federal Law Gazette No. 340/1993, as amended
b.) Student Union Act (HSG 2014[1]), Federal Law Gazette I No. 45/2014, as amended
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[1]), Federal Law Gazette I No. 74/2011, as amended
d.) Educational Documentary Act (BilDokG 2020[1]), Federal Law Gazette I No. 20/2021, as amended
e.) Copyright Act[1] Federal Law Gazette No. 111/1936, as amended
f.) Consumer Protection Act[1] Federal Law Gazette No. 140/1979, as amended
g.) General Data Protection Regulation (EU) 2016/679 as amended, supplemented by the Data Protection Act (DSG[1]) Federal Law Gazette I No. 165/1999, as amended and the Data Protection Amendment Act 2018[1], Federal Law Gazette I No. 120/2017, as amended
h.) Telecommunications Act 2021 (TKG 2021[1]), Federal Law Gazette I No. 190/2021, as amended
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 in the valid version
l.) House regulation, library regulation, IT regulation, and internal fire safety regulation in the valid versions
m.) General terms and conditions of University of Applied Sciences Kufstein Tirol, 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 the University of Applied Sciences Kufstein Tirol, Fachhochschule Kufstein Tirol Bildungs GmbH in the valid version. The GTC of the University of Applied Sciences Kufstein Tirol, Fachhochschule Kufstein Tirol Bildungs GmbH can be viewed on the Provider's homepage at any time.

4. Rights and obligations of the Provider

The Provider reserves the right to only conduct a UASSP if sufficient participants sign up. The Provider commits to reimburse any paid tuition fees if the UASSP is not held due to insufficient student attendance. In addition, the Provider 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 Provider is also obligated to plan and conduct the UASSP within the duration of the regular study program and ensure the proper execution of study program activities. Qualified lecturers are employed according to the educational goal of the UASSP, and the required infrastructure and rooms are made available.

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

- Issuance of a digital student ID card, including a photograph
- Provision of a comprehensive certificate/record transcripts at the end of the semester
- Issuance of a final academic record, comprehensive record transcript, diploma supplements, and certificate

[1] https://www.ris.bka.gv.at/defaultEn.aspx

- 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.

For this reason, 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, which is referred to as "administration." The Student's inability to attend is to be announced to the administration as soon as possible. The administration 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 regarding research and development activities and results
- Maintaining discretion and confidentiality[2] regarding circumstantial facts and any personal data that have become known in the context of an internship and/or an integrated practical project at the University of Applied Sciences Kufstein Tirol
- 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 University
- 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 University's property

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

[2] The principle of confidentiality obligates a person to protect all entrusted or discovered information and data from unauthorized transmission, disclosure, or publication in compliance with the GDPR and other legal provisions.

The study program concludes with an academic degree. Acceptance of this degree essentially depends on the graduates' level of knowledge and ability, which is why students must verify their knowledge and abilities through 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 Applied Sciences Kufstein Tirol.

6. Admission procedure

The admission procedure at the University of Applied Sciences Kufstein Tirol is divided into several steps for Bachelor's study programs and Master's study programs. Details regarding the individual steps are stated on the University of Applied Sciences Kufstein Tirol website.

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 passes all required supplementary examinations and submits all required documents necessary for proper admission to the study program to the Provider **at the beginning of the study program at the latest**.

The Student is granted an **extension until October 31** of the first academic year if the required documents and proof of any supplementary examinations are not transmitted in due time. The Provider is no longer bound by the study contract if the required documents and/or proof are not submitted by the end of the extension period.

8. Supplementary examinations

Students who attended a 3-year vocational secondary school or completed training in the dual system (subject-relevant apprenticeship) must take supplementary examinations; this also applies to students with a subject-relevant German polytechnic entrance qualification who have received the grade "poor" or worse than "poor" in the subjects German, mathematics, and/or English.

Students are obligated to provide verification of the positive result of the supplementary examination(s) to the administration prior to the beginning of the 3rd semester. In the case of part-time studies, this deadline can be extended until the end of the third semester at the latest.

9. ÖH (Austrian Student Union) fee

All degree-seeking students, in accordance with Section 4 (3) of the University of Applied Sciences Act (FHG[1]), are members of the ÖH (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[1]), the chairperson of the federal representation must announce the actual amount of the ÖH fee at the latest by May 1 of each year. Note: In the event of an increase in the ÖH (Austrian Student Union) contribution by the Federal Representation, there will be a difference between the listed contribution amount in previously issued enrollment contracts. If all contributions have already been paid, this difference must be paid at the Info Point by bank transfer or cash.

The current ÖH fee amounts to **EUR «OEH-Beitrag»** per semester. The Provider 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.

10. Tuition fee

According to the University of Applied Sciences Act (FHG[1]), the Provider 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 UASSP 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» «Familienname» «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 Provider's account by **«ZFristDatum»** is regarded as an express declaration of renunciation of the granted study place. In this case, the Provider is free to immediately assign the study place to another applicant without notifying the defaulted payer. Students may not designate substitutes.

In the event of early termination of the contract, the Student will receive a prorated refund, depending on the date of withdrawal or termination.

b. Tuition fee for the following semesters

The tuition fee per semester in the amount of currently **EUR «SGBeitrag»** is collected after the «das_erste_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[3] or March 1. The Provider 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	Until 03/01:	Regular tuition fee
From 09/16 until 10/15:	+ 10 % markup	From 03/02 until 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» «Familienname» «STG»** to the following account:

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

11. Issuance of a Personalized Student Chip

New students receive a personalized chip at the start of their studies, which provides access to the building and serves as a library card, printing/copying chip, and payment card.

The cost of the chip for the duration of the studies is EUR 30. Students will receive a payment request prior to the start of their studies, and the chip will be issued on the first day of classes upon receipt of payment.

In case of loss or damage, please report this to the Info Point. Further information about the chip can be found in the Student guide.

12. Study-law regulations

a. Inability to commence the study program

If an important circumstance arises that makes it impossible for the Student to begin their studies, even though the study contract has already been signed by both parties, the contract will be terminated by the institution, and the study place will be released. The Student must immediately notify the Director of Studies in writing of the respective circumstance or reason for not commencing the degree program. The admission process must then be repeated. The paid tuition fee will be retained but can be credited towards the Student's tuition for the following academic year upon mutual agreement.

[3] The tuition fee, including the ÖH fee, is to be paid by October 15 at the latest without markup in case of admission on an additional admission date in the fall.

If, after reapplying, the institution does not allocate a study place or if an assigned study place is not taken up by the Student, they are entitled to request a refund of payments already made. The refund will be processed in stages as outlined in the case of withdrawal/termination (Section 9a).

b. Study interruption

The Provider organizes the UASSP 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 the University of Applied Sciences Kufstein Tirol (ASPO) in the respective published version on the Provider'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 administration or rector, for example, due to illness, military or alternative service, pregnancy, or parental leave. No examinations may be taken, and classes may not be attended during the interruption.

The Student's request for a study interruption must be submitted in writing, including a handwritten signature, to the institution within the following deadlines.

The receipt of the Student's request for a study interruption must be

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

c. Repeating an academic year

The regulation for repeating an academic year applies according to the general study and examination regulation of the University of Applied Sciences Kufstein Tirol (ASPO) in the respective valid version published on the Provider'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 the University of Applied Sciences Kufstein Tirol (ASPO) in the respective valid version published on the Provider'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 the University of Applied Sciences Kufstein Tirol (ASPO) in the respective valid version published on the Provider's homepage.

13. Processing personal data

a. Notice for forwarding personal data based on applicable laws

The Provider is obligated to forward students' personal data based on legal provisions (e.g., forwarding according to the Educational Documentary Act (BildokG 2020[1]), reporting student database information to ÖH, University of Applied Sciences BIS regulation, and the like).

Furthermore, the Provider 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 Provider

The Student consents to the automatic saving, processing, and usage of their personal data by the Provider to properly execute study activities. Furthermore, the Student consents to the forwarding of this data insofar as it 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 Provider or associated companies, but these communications may contain advertising or mere informational material (Section 107 of the TKG 2021[1]).

14. Data protection for professional and internship projects, integrated practical projects at the University of Applied Sciences Kufstein Tirol, or in the case of employment by partner companies

The Student commits to maintain data secrecy during professional or project internships, integrated practical projects at the University of Applied Sciences Kufstein Tirol, or employment with a partner company regarding acquired personal data (specifically the data of clients, colleagues, or study participants) and company secrets of the Provider and the respective partner companies.[4] The Student must inform the supervisor or the responsible administration in case of a conflict of interest between the University of Applied Sciences and the hiring company or partner company and follow the advice provided. The Provider's interests are given preference in case of uncertainty.

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

15. 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 Provider 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.

[4] Strict confidentiality applies to all business and trade secrets. The duty of confidentiality not only prohibits disclosure to third parties but also any form of risk to this data, or the exposure, unauthorized use, or exploitation of confidential information. This includes, in particular, the unlawful use and processing of confidential data.

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 Provider'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 Provider 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 Provider 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 Provider. 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.

16. 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 UASSP remain students' intellectual property. The Student expressly declares that they grant the Provider works usage rights without temporal or location-related restrictions for all types of usage, including the right to use all works created within the context of the study program in online networks. The Provider 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.

17. Liability for damages and EDP usage

The Student is obligated to treat equipment, books, keys, and other material provided within the context of the UASSP 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 Provider 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 UASSP in case of premature withdrawal without completing the study program. Once the study program has been successfully completed, provided equipment, books, keys, and other materials must be returned to the Provider's respective administration units at the latest prior to the academic graduation ceremony, but, in any case, immediately after the final examination; otherwise, the Provider reserves the right to take legal action.

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

The Provider is not liable for theft, loss, or damage of objects, specifically objects of value that the Student brought along.

18. Written form requirement

All agreements between the Student and the Provider require a written form. All agreements made with the Student to establish 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 a written form.

19. Change of performance requirements

The UASSP 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 Provider reserves the right to make changes. In such cases, the Provider is committed to informing the Students of implemented changes as soon as possible.

20. Cessation of the study contract (once studies have been commenced)

The study contract ends automatically upon successful completion of the University of Applied Sciences 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 Provider in writing, including a 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 Provider

Proper execution of study activities implies close cooperation between the Provider and the Student. The Provider 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 Provider 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 Provider 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 Provider reserves the right to examine each individual case.

21. 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.[5]

22. Jurisdiction

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

23. 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»

Prof. (FH) Dr. Thomas Madritsch CEO Managing Director University of Applied Sciences Kufstein Tirol Fachhochschule Kufstein Tirol Bildungs GmbH	«Vorname» «Familienname» Student

[5] If the commencement of studies is confirmed on an additional admission date in autumn, the right to withdraw from this contract ends on October 1st.