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Educational Contract

for the regulation of rights and obligations for the duration of a degree program at the University of Applied Sciences Upper Austria

Version 03.07.2018, csc

The present educational contract is concluded between the holder of the University of Applied Sciences Upper Austria Bachelor's/Master's degree program <program name> (degree program code xxxx),

FH OÖ Studienbetriebs GmbH

subsequently called **Provider**

and

Mr/Ms <first name> <last name>

<Street>

<Postcode> <Town>

Personal identification number: xxxxxxxxxxxx

named **student** in the following.

§ 1. Contract basis

(1) On the basis of the accreditation certificate of the Agency for Quality Assurance and Accreditation Austria or of the FH Council for the Provider-run University of Applied Sciences Upper Austria Bachelor's/Master's degree program <program name> (hereinafter referred to as Degree Program) and based on the regulations of the law on University of Applied Sciences degree programs, BGBl 1993/340 idgF (hereinafter referred to as FHStG) gives the student the right to participate in the curriculum of the Provider when fulfilling the professional admission requirements. The Provider guarantees that the required places and the corresponding courses will be offered according to the applicable version of the accreditation notice for the Degree Program.

Subject to the objectives and guiding principles for University of Applied Sciences Upper Austria degree programs standardized in the FHStG as well as the provisions of section 23 University-Quality Assurance Law, BGBl I 2011/74, the Provider reserves the right to make curricular changes to the Degree Program. The student acknowledges that, upon fulfillment of all formal legal requirements, the curriculum as well as the systemic training objectives of the Degree Program can be changed.

(2) The educational relationship between the Provider and the student begins on the date on which the educational contract is signed and the proven payment of the student contribution defined in section 38 subsection 2 f HSG 2014 as well as the stipulated tuition fees has been made. From this point onwards, both parties to the contract undertake to comply with and maintain the rights and obligations stipulated in this contract.

§ 2. Enrollment / Inscription

(1) As part of the first admission (enrollment) as a student at the University of Applied Sciences Upper Austria, a unique personal identification number is assigned and the student receives all necessary documents and access authorizations. Every change to the master data must be reported immediately to the respective degree program secretariat.

(2) Through the semester-related enrollment for the respective degree program, the student is entitled to attend the courses and take exams. Enrollment requires proof of payment of both, tuition fees (in German: Studienbeiträge) and student contributions (in German: Studierendenbeiträge).

(3) Upon enrollment and enrollment in the Degree Program, the computer-aided processing of personal data is carried out in accordance with the Education Documentation Act, BGBl I 2002/12 idgF and in accordance with the provisions of section 6 subsection 1 HSG 2014.

§ 3. Issuing of Documents

The proof of academic achievement is issued for the previous semester. If the student contribution defined in section 38 subsection 2 f HSG 2014 has been paid and the tuition fees set out in section 13 of this contract to the amount of 363.36 or 726.72 Euro by the beginning of the semester, confirmations of enrollment in the first semester week will be issued by the secretariat of the Degree Program and the student ID card extended.

§ 4. Structure of the course

The design and organization of the course of study are based on the version of the accreditation notice for the Degree Program valid at the time of enrollment as well as on any approval notifications from the FH Teaching Council (in German: Fachhochschulkollegium) of the University of Applied Sciences Upper Austria (= Degree Program idgF). Among other things, it contains the conditions and modalities of the curriculum and references the study-relevant sections of the University of Applied Sciences Upper Austria (study and examination regulations of the University of Applied Sciences Upper Austria).

§ 5. Regular study period

The standard duration of the Degree Program is x semesters. During the maximum possible total duration of studies, all envisaged individual examinations (according to the examination regulations) must be completed. The entire curriculum is considered to have been completed when the final commission examination has been successfully completed.

§ 6. Attendance

(1) The attendance requirements specified in the study and examination regulations of the University of Applied Sciences Upper Austria apply to all courses. They are a prerequisite for the efficient organization and completion of studies in the legally prescribed study period. However, due to illness or occupational absences, corresponding exemptions may also be accepted by the program director. For students who have a function as elected student representatives of the Austrian Students' Union, section 5 subsection 3 FHStG applies. A prevention of participation in courses, however, must be communicated to the Degree Program management on time. Any further exemptions will be announced by the program director at the beginning of the academic year. An application for recognition of proven knowledge and thus for exemption from participation in a course according to the requirements defined in the study and examination regulations of the University of Applied Sciences Upper Austria must be submitted to the program director no later than two weeks after the first course appointment. Only upon submission of legally valid documents is the acknowledgement or release from compulsory attendance of individual courses permitted. If otherwise hindered, apologies or medical confirmations etc must be submitted in writing within three days to the secretariat of the Degree Program.

(2) In addition to the active participation in the planned courses, a positive completion of the Degree Program requires additional effort through independent learning, practice and deepening of knowledge of the relevant content.

§ 7. Exams

The student is obliged to take part in the examinations of the Degree Program on the agreed dates in the course plan and curriculum. The regulations on examinations according to sections 13 to 21 FHStG and the study and examination regulations of University of Applied Sciences Upper Austria apply. The program is obliged to offer a sufficient number of examination dates according to these examination regulations. Within six months of the announcement of the grade, the student is entitled to inspect his or her own examination work by appointment and under supervision. With regard to inspection of assessment documents and examination protocols, the provisions of section 13 subsection 6 FHStG as well as the study and examination regulations of University of Applied Sciences Upper Austria apply.

§ 8. Teaching aids

Teaching aids (script, exercises, case studies, ...) provided by the course instructor may only be used for study purposes. Actual costs for materials, equipment and other services are charged individually by the Provider.

§ 9. Use of the infrastructure

The Degree Program provides an adequate technical infrastructure which can and may only be used by students for FH-related purposes. In special cases, the authorization granted for this purpose by the Degree Program can be restricted, or denied, or made dependent on the proof of specialized knowledge. The use of the libraries of the University of Applied Sciences Upper Austria takes place in accordance with the respective valid library regulations. Copiers and printers made accessible to students can be used for a fee. Students are required to use the equipment provided carefully and appropriately - any damage to the infrastructure must be reported to the secretariat of the Degree Program immediately. In the case of intentional or negligent damage, the student is personally liable for the damage incurred.

§ 10. Regulations for internships, bachelor theses, master's thesis and semester abroad

For a professional internship planned in the curriculum, the bachelor theses, the master's thesis and a possible semester abroad, the relevant provisions of the statutes of the University of Applied Sciences Upper Austria apply. Basically, with the support of the respective supervisors of the Degree Program or the International Office, the general conditions must be specified in detail by means of a separate written agreement in advance. Only by signing the relevant documents (application for internship, bachelor theses, master's thesis, or semester abroad) by the program director and fulfillment of any conditions is the student entitled to take the optional internship or semester abroad or start the bachelor theses or the master's thesis. There is no legal entitlement to the proposed internships or to certain educational institutions for the completion of semesters abroad.

§ 11. Copyright of the students

All works of students independently created during the course of teaching, studying and examining in the Degree Program remain their intellectual property. The student grants the University of Applied Sciences Upper Austria the temporary and locally unlimited use license for all kinds of utilization, including the right of use in online networks, in particular the Internet. The independent use of the work by the student is not restricted.

§ 12. Participation

The student participates in the regular evaluations - with the aim of contributing to the further qualitative development of University of Applied Sciences Upper Austria, in particular the Degree Program. The students of the University of Applied Sciences Upper Austria are entitled to all rights and obligations regulated in the HSG 2014 with regard to university organization. In particular, the students are involved in the student-related activities of the Degree Program. In addition, student co-determination and co-design rights pursuant to section 10 FHStG within the framework of the FH Teaching Council of the University of Applied Sciences Upper Austria are guaranteed.

§ 13. Tuition fees (in German: Studienbeiträge)

(1) Pursuant to section 2 subsection 2 FHStG, the Provider is entitled to levy a tuition fee of up to 363.36 Euro per semester on ordinary students. Students from third countries who are not among the groups of persons according to the Persons Group Ordinance of the responsible Federal Minister and the Federal Minister of Education and who have a residence permit for students according to section 64 Settlement and Residence Act (NAG), BGBl I No 100/2005, the maximum amount of eligible contributions may be collected. These amount to 726.72 Euro.

(2) Starting from SS 2018, University of Applied Sciences Upper Austria will deduct tuition fees to the extent permitted by law in accordance with section 1.

(3) Students are obliged to transfer this amount - according to the respective personal status either 363.36 or 726.72 Euro per semester - in due time according to section 2, stating the student number in the field Payment reference to the following bank account:

Allg. Sparkasse OÖ, BIC: ASPKAT2LXXX, IBAN: AT63 2032 0321 0043 1182

(4) Students from third countries are further obliged to check their status with regard to civil status regulations themselves and, if necessary, apply for a reduction of the fee.

(5) The tuition fees have to be paid before the beginning of each semester and has to be proven at each semester enrollment. The students have to pay the tuition fees using the payment slip sent by the Provider or to adhere to the prescribed online banking modalities.

(6) Fees paid will not be refunded - nor a portion thereof - in case of early departure from the Degree Program for whatever reason, or interruption of the current semester.

(7) The present educational contract is concluded under the condition of the timely payment of the respective tuition fee.

(8) Amendments of the FHStG entitle the Provider to adjust the fees.

§ 14. Interruption of studies (long-term leave)

According to section 14 FHStG, an interruption of the studies as well as the intended continuation has to be applied for in writing. Circumstances particularly worthy of consideration (long term illness, conscription to the military or civilian service (male students), birth of a child (female students) must be proven or credible. During the interruption, no exams can be taken.

§ 15. Leaving the program

(1) For important reasons, this contract may be terminated by either party with immediate effect. In any case such reasons are given by the Provider when the student

- repeatedly or in a gross manner violates any provision of this agreement; or
- has been sentenced to imprisonment for serious crimes affecting or jeopardizing the interests of University of Applied Sciences Upper Austria; or
- persistently or in a particularly gross manner violates the provisions of section 16 of the educational contract; or
- shows otherwise behavior which is likely to seriously endanger or impair the reputation of the University of Applied Sciences Upper Austria or one of its organizational units. This includes misconduct both in the internal and external relationship of the University of Applied Sciences Upper Austria (eg in the context of courses, in the course of a (vocational) internship, in dealing with partners of the University of Applied Sciences Upper Austria, in the context of correspondence). In particular, the student is reminded that a semester abroad must take account of the relevant regulations or codes of conduct of the host institution as well as of the country's cultural traditions in general. A corresponding complaint by the host institution is also considered a valid reason for the termination of the educational contract.

(2) The extent to which personal misconduct of the student exists which is likely to impair the reputation of University of Applied Sciences Upper Austria or its cooperation partners in the academic and / or occupational field is decided by a disciplinary advisory board at the respective faculty (section 7 subsection 17 of the University of Applied Sciences Upper Austria statutes). The right of appeal to the FH Teaching Council of the University of Applied Sciences Upper Austria is possible.

(3) When withdrawing from the Degree Program (graduation, failed board examination or other withdrawal without a degree), the deregistration must be carried out in the secretariat of the Degree Program. This also includes the return and, if applicable, offsetting of all borrowed items relating to library, hardware, software, or other valuables in the owner's possession.

(4) Attended courses and examinations have to be confirmed in writing to the student.

§ 16. Copyright of the University of Applied Sciences Upper Austria and its lecturers

(1) The teaching, study and learning materials provided in the course of teaching, study and examination remain in the intellectual property of the University of Applied Sciences Upper Austria or the respective authors or the manufacturers of the works and are exclusively available to those persons who have received them in the course of teaching, study and examination of the Degree Program. Unless otherwise stated in the content of the documents, any use beyond the free use of the work (eg copies or other reproductions for personal use, citation of individual passages of a published language work etc) and thus any use of all documents of the University of Applied Sciences Upper Austria contrary to the provisions of the Copyright Act is not permitted without the express written consent of the University of Applied Sciences Upper Austria, the authors of the work.

Any use contrary to copyright or incorrect citation (plagiarism) does not comply with the rules of scientific work and may be asserted with claims for damages by the authorized authors or the University of Applied Sciences Upper Austria.

(2) The student acknowledges that filming, photographing, making tape recordings or other recordings of lesson activity is prohibited without the prior consent of the presenter. In particular, this also applies to the provision of records on which other persons are identifiable, eg on the Internet or in social networks. In this case, the consent of all acoustically and / or visually recognizable persons must be obtained beforehand.

§ 17. Data protection regulation

(1) The student agrees to receive e-mails, SMS and, if applicable, calls from all University of Applied Sciences Upper Austria companies in the sense of section 107 Telecommunications Act 2003 as amended.

(2) In the course of a vocational or project internship or employment with a partner company, the student undertakes to safeguard data secrecy with regard to personal data (in particular client data), trade secrets of the University of Applied Sciences Upper Austria and the host enterprise. In case of conflicts of interest between University of Applied Sciences Upper Austria and the receiving company or traineeship company, the student has to inform the supervisor or program director and to follow their instructions. In case of doubt, the interests of the University of Applied Sciences Upper Austria should be given preference. If the student terminates the educational relationship at the University of Applied Sciences Upper Austria prematurely due to permanent employment with a company in the course of the internship (whether this employment is temporary or part-time), he must hand over all data received from the University of Applied Sciences Upper Austria in the course of the professional or project internship and at least one copy of the data he has compiled himself to the supervisors or the head of the Degree Program.

(3) The student is required to make available a portrait photo (max 6 months old) for internal study purposes (lists for teachers - amongst others).

(4) The student acknowledges that the passing on of the student account password at the University of Applied Sciences Upper Austria is prohibited.

§ 18. Withdrawal from exams or academic degrees

In the case of an examination or scientific work obtained by fraudulent means or plagiarism, sections 20 in conjunction with 10 subsection 3 No 9 FHStG, section 7 subsection 15 and section 7a of the statutes of the University of Applied Sciences Upper Austria (Version 1, May 2014) shall apply.

§ 19. Authentic version

If this contract is also issued in a language other than the German language (translation), the German version is considered to be the authentic one.

§ 20. Further provisions

The statutes of the University of Applied Sciences Upper Austria (Version 1, May 2014), especially the study and examination regulations, the house or campus regulations, the fire protection regulations, the laboratory regulations, the library regulations, the study-relevant contents of the accreditation certificate and any existing guidelines of the Degree Program (for internship, bachelor theses, master's thesis or semester abroad) are part of this training contract.

_____	<Date>
Date, Signature of student	_____
	<Name>
	Program Director, <program name>

The student agrees that the contract details (name, address, e-mail address) and the Degree Program specific data will be forwarded to the Alumni Club FH OÖ (the graduate association of the University of Applied Sciences Upper Austria) for the purpose of establishing contact. This consent may be revoked at any time.

..... (Signature of student, if approved)