

Educational Contract¹

concluded between

St. Pölten University of Applied Sciences GmbH
Matthias Corvinus-Straße 15
3100 St. Pölten

(hereinafter referred to as "the Provider")

and

First Name Last Name

Address

Date of Birth

(hereinafter referred to as "the Student")

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¹ Version: 1.5.2020

1. Subject Matter, Duration

- 1.1. The educational contract is concluded between the Provider and the above-mentioned Student on condition that all necessary admission requirements pursuant to the FHStG² have been demonstrably fulfilled no later than by October 31 of the first year of study. If this is not the case, the educational contract is terminated retrospectively. Excluded from this are additional examinations in the sense of Sect. 4 (8) FHStG³.
- 1.2. The student is hereby admitted to the bachelor/master degree programme _____, study programme number _____ at the St. Pölten UAS as of the beginning of the study year _____.
- 1.3. The educational contract enters into force upon receipt of the signed contract (to be uploaded to the system by the Student) and ends either with the successful completion of the study programme or under the conditions laid down in item 8 of this educational contract. The upload date also marks the beginning of the 14-day withdrawal period (see 8.2.). In case the Student is a minor at the time the contract is concluded, it has to be additionally signed by a parent or legal guardian. The contract is not valid otherwise.
- 1.4. As a rule, the bachelor degree programmes take six semesters⁴ (including mandatory internships), while the master degree programmes take four.
- 1.5. The structure of the respective study programme and the examinations required for its successful completion are laid down in the approved accreditation contract. To obtain this information, students may refer to the curriculum and the statute.
- 1.6. Pursuant to Sect. 10 FHStG, the UAS Board is responsible for the implementation and organisation of teaching and examinations. The respective Academic Director is responsible for all questions pertaining to study and examination laws.
- 1.7. The place of study is the St. Pölten University of Applied Sciences, Matthias Corvinus-Straße 15, 3100 St. Pölten. The Provider reserves the right to unilaterally determine other locations for lectures or examinations.

2. Contractual Basis

- 2.1. The FHStG, the accreditation certificate of AQ Austria⁵ for the respective study programme, and all other relevant laws, such as occupational laws (e.g. the MTD law⁶ or the GuKG⁷) including the regulations based on them in particular, form the legal basis of this contract.
- 2.2. It is agreed that the respective curriculum and the statute (esp. part II, study law) as well as other usage regulations and guidelines (e.g. house rules, library rules, etc.) shall apply to this contract.
- 2.3. The contractual basis may be subject to changes which become binding for the contractual relationship at hand on the date that they come into force. The Student takes note that the Provider may, with

² Universities of Applied Sciences Act, Federal Law Gazette (BGBl) I no. 340/1993 as amended

³ in the version BGBl I no. 31/2018

⁴ 7 semesters of part-time studies are scheduled for the bachelor degree programme IT Security

⁵ Agency for Quality Assurance and Accreditation Austria (formerly FH Council)

⁶ Federal law on the regulation of high-level medical technical services (MTD-Gesetz), Federal Law Gazette (BGBl) I no. 460/1992 as amended

⁷ Nursing Act, Federal Law Gazette (BGBl) I no. 108/1997 as amended

reference to the provisions of the FHStG and the HS-QSG⁸, make changes to the curriculum and gives her/his express consent to this. Moreover, she/he assures that she/he will make no claims whatsoever based on such circumstances. The validity of the educational contract remains unaffected by such changes.

3. Tuition Fees and Students' Union (ÖH) Fees

- 3.1. The Student is obliged to pay the tuition fee prescribed by the Provider for every semester in the amount of currently 363.36 EUR (pursuant to Sect. 2 (2) FHStG) as well as the student fee of the Austrian Students' Union (ÖH fee) pursuant to HSG 2014⁹ within the deadlines determined in the invoices.
- 3.2. For students from third countries¹⁰, the tuition fee amounts to 1,500.00 euros for each semester (plus ÖH fee).
- 3.3. The obligation to pay the tuition fee begins with the signing of the educational contract and ends with the semester in which the study programme is either successfully completed or the educational contract is terminated by one of the parties in accordance with the conditions of the contract. In case the studies are extended beyond the regular study period, the tuition fee and the ÖH fee have to be paid for every additional semester as well. Full payment of the tuition fee is a prerequisite for the admission to or continuation and completion of the study programme.
- 3.4. In case the studies are interrupted pursuant to item 6.13. of this educational contract, during the ongoing study programme, this does not affect the obligation to pay the tuition and ÖH fees. If, however, the interruption begins in time before the beginning of the semester, a tuition fee already paid may be credited or a fee not yet paid may be waived for the duration of the interruption.
- 3.5. In case of a degree of disability of at least 50%, the Student may file an application for remission of the tuition fee with the Provider upon presentation of her/his disability card.
- 3.6. If the legislator should raise the tuition fee laid down in Sect. 2 (2) FHStG, the Provider reserves the right to increase the tuition fee by the same amount.
- 3.7. Any further provisions with regard to tuition fees can be found in the respective current version of the guidelines which is available in the download centre on the Provider's website (<https://www.fhstp.ac.at/de/downloadcenter>).

4. Copy Fee and Student ID

- 4.1. In her/his first year, the Student has to pay a copy fee of 150.00 EUR (100.00 EUR in the case of master degree programmes) for the duration of her/his studies. For bachelor degree students, 30.00 EUR of this fee (20.00 EUR for students of master degree programmes) are used to cover the provision of a student ID card, while the rest is at the Student's disposal for copying/printing. The Student is to transfer the fee together with the tuition fee of the first semester.

⁸ University Quality Assurance Act, Federal Law Gazette (BGBl) I no. 74/2011 as amended

⁹ Austrian Students' Union Act, Federal Law Gazette (BGBl) no. 45/2014 as amended

¹⁰ These are students who, according to Section 2 (2) of the University of Applied Sciences Studies Act FHStG (as amended BGBl 31/2018), do not belong to a group of persons pursuant to the group of persons regulation (Personengruppenverordnung) of the respective federal minister and who have a valid residence permit for students in accordance with Section 64 of the Subsidiary and Residence Act (NAG), BGBl I no. 100/2005)

- 4.2. At the beginning of her/his studies, the Student receives a student ID card which is equipped with a copy/print function and charged with a predefined number of copies. In case the Student loses the ID card, she/he is to pay a processing fee of 10.00 EUR for a new card plus, if applicable, the costs for the required recharge. After completing her/his studies, the Student has to return the ID card within two weeks in an unsolicited manner. Any remaining credits are refunded. In case of improper use, the Student shall indemnify and hold the Provider harmless.

5. Rights and Obligations of the Provider

- 5.1. The Provider undertakes to guarantee the smooth operation of the study programmes. It commits itself to creating the conditions necessary for the Student to complete her/his studies within the prescribed study period.
- 5.2. The provider is responsible for providing the necessary rooms, hardware, software and other equipment on the premises of the UAS. This equipment may be used for study purposes only. In case the inappropriate use of hardware, software or equipment has harmful consequences (associated with costs and/or legal proceedings) for the Provider, the Student has to assume the responsibility.

6. Rights and Obligations of the Student

- 6.1. When signing the educational contract, the student submits a legally binding registration and is obliged to pay the tuition fee.
- 6.2. The Student undertakes to attend lectures in person and to participate actively in her/his studies. For more detailed attendance provisions, please refer to the statute.
- 6.3. She/He is obliged to comply with the exam and submission dates laid down in the statute and by the Study Programme Administration.
- 6.4. The Student undertakes to inform herself/himself on events and notifications in an independent manner. The reading of e-mails at regular intervals is mandatory (also during lecture-free periods) and the Student has to comply with the provisions laid down in the respective current version of the net guide.
- 6.5. The Student acknowledges that it is forbidden to pass on the student account password.
- 6.6. It is mandatory for the Student to secure herself/himself the necessary internships in consultation with the Academic Director. More detailed provisions concerning internships are regulated in the statute. It should be pointed out that proof of immunisation (vaccination status) is a requirement for many internship placements in the healthcare sector. The Student alone is responsible for providing this proof in a timely manner.
- 6.7. During the internship, the Student is obliged to refrain from any activities that may have any kind of harmful effect for the Provider or contradict the image of the University of Applied Sciences as an educational institution.
- 6.8. The Student is obliged to cover her/his own expenses for necessary personal teaching materials (e.g. scientific literature, food etc.) as well as supplementary study events (e.g. excursions, study trips, conference visits, etc.).
- 6.9. It is mandatory for the Student to inform the respective Programme Administration of any changes regarding her/his personal data, especially the place of residence and/or the delivery address, in a timely manner.

- 6.10. The Student is obliged to report any accidents which happened in connection with her/his studies, either at the place of study or on the way to/from this place. The notification has to be sent to the Provider (csc@fhstp.ac.at) within 3 days after the accident.
- 6.11. The Student has to participate in the course evaluation.
- 6.12. The Student is to maintain confidentiality with regard to research and development activities and results as well as company and business secrets of the Provider and its associated companies and cooperation partners which the Student gains knowledge of in the course of her/his studies.
- 6.13. In accordance with the examination regulations in the respective current version, the Student has the right to interrupt her/his studies on the basis of justifiable reasons and dependent upon the Academic Director's consent. The request for interruption has to be filed in writing with the responsible Academic Director (see request for interruption as annex to the statute).
- 6.14. The Student has the right to file a complaint against a decision of an Academic Director with the UAS Board within a period of two weeks.
- 6.15. Pursuant to Sect. 4 (10) FHStG, all students are members of the Austrian Students' Union (ÖH) and, as such, are entitled to elect their representatives in accordance with the provisions of the HSG and the HSWO¹¹.
- 6.16. The Student is obliged to return any equipment belonging to the UAS St. Pölten such as books, student ID or other materials immediately after completion of the course of study.

7. Data Protection

- 7.1. For the relevant data protection provisions as well as information on your processed personal data, please refer to the attached data protection regulations for students pursuant to Sect. 12 GDPR¹².

8. Termination of Studies

- 8.1. The educational contract ends with the successful completion of the study programme on the part of the student. Graduates may use their acquired academic title once they have been officially awarded their academic degree.

8.2. Withdrawal from the Contract

- 8.2.1. The Student has the right to withdraw from this contract free of charge and without stating reasons within 14 days after the signing of the contract (see item 1.3.) by using the withdrawal form (attachment I). The withdrawal deadline is considered met if the Student has demonstrably sent the notification that she/he makes use of her/his right of withdrawal before the end of the withdrawal period.
- 8.2.2. After the 14-day withdrawal period has expired, a withdrawal free of charge is no longer possible. In the event of a termination after this period, the prescribed tuition fee is to be paid in full (provided

¹¹ Austrian Students' Union electoral regulations 2014, Federal Law Gazette no. 376/2014 as amended

¹² Regulation (EU) 2016/679 of the European Parliament and the EU Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)

there is no valid reason for cancellation or reimbursement in the sense of the guidelines regarding tuition fees, participation fees and the ÖH fee).

- 8.2.3. A withdrawal subject to payment of the tuition fee is possible until the beginning of the semester (1 September). Thereafter, the following provisions on ordinary and extraordinary termination apply. In the event of a termination after this period, the prescribed tuition fee must be paid in full (provided there is no valid reason for cancellation or reimbursement in the sense of the guidelines regarding tuition fees)

8.3. Ordinary Termination

- 8.3.1. Starting with the beginning of the first semester, the Student may terminate the educational contract at the end of each semester without stating reasons by complying with a notice period of three months.
- 8.3.2. This does not affect the obligation to pay the prescribed tuition fee until the Student resigns from the study programme.

8.4. Extraordinary Termination (Termination of Contract with Immediate Effect)

- 8.4.1. The Student has the right to terminate the educational contract with immediate effect in case of important reasons.
- 8.4.2. Possible important reasons include the following in particular:
- 8.4.2.1. Pregnancy
- 8.4.2.2. A long-term serious illness which makes it impossible to continue the studies (or just interrupt them)
- 8.4.2.3. Private bankruptcy or insolvency of the Student's own business, or
- 8.4.2.4. Other unforeseeable similar reasons of an economic or private nature (such as the unforeseeable need to care for relatives, etc.).
- 8.4.3. The Student has to provide evidence of the reasons for the extraordinary termination of the contract.
- 8.4.4. In case of an extraordinary contract termination on the part of the Student, the prescribed tuition fee may be waived or refunded if the written termination reaches the respective Study Programme Administration by 31 October (for the winter semester) or by 31 March (for the summer semester) at the latest. It is up to the Provider to make this decision (see also the tuition fee guidelines).
- 8.5. In case a study programme is unable to offer a new class because the number of applicants is insufficient (in which case the Provider will, however, make an alternative offer available in a different study programme), the existing accreditation of the programme is revoked by the Board of the Agency for Quality Assurance and Accreditation Austria (AG Austria), or the continuation of a programme is impossible for reasons beyond the control of the Provider, the latter has the right to terminate the educational contract with immediate effect. In this case, the tuition fee already paid has to be refunded.

8.6. Exclusion from Studying

On proposal of the Academic Director, the Provider has the right to prevent the student from carrying on her/his studies for important reasons, particularly in case that

- 8.6.1. the Student fails to comply with the examination regulations and/or the deadlines determined by the Study Programme Administration when it comes to exams and submission dates, or the actual duration of studies has reached twice the standard period,
 - 8.6.2. the Student is continuously absent from lectures unexcused and without stating reasons and shows no reaction even though the Study Programme Administration has repeatedly tried to contact her/him,
 - 8.6.3. the Student's behaviour has an adverse effect on the continuation of the studies or on the academic accomplishment of other students,
 - 8.6.4. the Student fails to transfer the tuition fee and the copy fee by the prescribed dates and after two reminders,
 - 8.6.5. the Student has been convicted of plagiarism during her/his studies,
 - 8.6.6. the Student's severe violation of obligations makes it unreasonable for the Provider to continue the contractual relationship, or
 - 8.6.7. the Student has committed a serious breach of contract (e.g. circumstances relevant to criminal law or copyright infringement, violation of legitimate instructions, repeated breach of the house rules, defamation etc.).
- 8.7. Before excluding the Student on the basis of items 8.6.1. to 8.6.3. and 8.6.4., she/he has to be notified of this imminent step at least once before its execution.
- 8.8. The Student will also be excluded in case an examination can no longer be repeated on the basis of the statute.
- 8.9. If the Student has been excluded from her/his studies, she/he can no longer be admitted to the same study programme. The student has to be informed of the exclusion in writing.
- 8.10. The obligation to pay the tuition fee remains unaffected in case the Student is excluded during the ongoing semester. A tuition fee which has already been paid will not be refunded.

9. Procedure in Case of Suspicion of Plagiarism

- 9.1. Plagiarism occurs when someone passes off the intellectual property of others as her/his own. While ideas and thoughts from works of others may be used, it is vital to cite them correctly and to make reference to the original source.
- 9.2. In case plagiarism is suspected, the Academic Director has to be informed orally and in writing. The Student may be asked to make a statement.
- 9.3. If the Student is convicted of plagiarism in the course of her/his studies, she/he will be excluded from continuing her/his studies at the St. Pölten UAS. A return is not possible.
- 9.4. If the bachelor or master thesis has been proven a case of plagiarism, either as a whole or in part, the student loses the academic degree already obtained.

10. Intellectual Property

- 10.1. The lecture material made available within the framework of the studies is and shall remain the intellectual property of the St. Pölten UAS, the respective author or the creator of the work. As such, it is exclusively at the personal disposal of those who participate in the course.
- 10.2. Unless the respective content of the lecture material states otherwise, any use of lecture material of the St. Pölten UAS beyond the limitations to copyright for private use (e.g. making individual copies of a work for private use; citing individual passages of a published linguistic work etc.) and thus any use infringing upon the provisions of the copyright without the express approval of the St. Pölten UAS, the respective author or the creator of the work is prohibited.
- 10.3. All works created by the Student herself/himself within the framework of her/his studies remain the Student's own intellectual property.
- 10.4. The Student grants the St. Pölten UAS the free-of-charge, temporally and locally unlimited permission to use her/his works (including bachelor and diploma theses) created within the framework of her/his studies for all kinds of use reserved to the copyright holder in the context of teaching and research, including the right of use in online networks and on the Internet as well as the granting of rights of use to third parties. This shall not restrict the Student's own use of the works. The Student has to refer to the St. Pölten UAS in any publication/use and to inform the latter about this.
- 10.5. On successful completion of the bachelor degree programme, the graduate gives the Provider the right to publish or electronically archive the bachelor thesis by handing it over to the library at the St. Pölten UAS, if applicable.
- 10.6. On successful completion of the master degree programme, the graduate undertakes to publish and electronically archive the positively assessed diploma/master thesis by handing it over to the library at the St. Pölten UAS.
- 10.7. This shall not affect the Student's right to apply for exclusion of the work's use for a maximum of five years after submission to the Academic Director provided that the Student can demonstrate that the work's use endangers important legal or economic interests of hers/his.

11. Other

- 11.1. Any changes and supplements to this contract must be in writing. This also applies to a change of the written form requirement itself.
- 11.2. In case of one or more provisions of this contract being void, the validity of the other provisions is not affected. In this case, the void provisions are to be replaced by valid ones which come closest to the purposes of the contract.
- 11.3. The educational contract is drawn up as a single original document. The original document remains with the Provider, while the Student receives a copy.
- 11.4. The contractual parties agree on the applicability of Austrian law as well as - for complaints against the Provider - the exclusive jurisdiction of the competent court in St. Pölten. Any complaints against the Student have to be filed at her/his place of (habitual) residence, provided that this place is in Austria.



Signature of the Student¹³:

Name in block capitals:

Place, date

On behalf of the Provider
The Executive Directors of the
St. Pölten University of Applied Sciences GmbH

MatthiasCorvinus-Straße 15
3100 St. Pölten
tel: +43 (2742) 313 228
fax: +43 (2742) 313 228-339
email: csc@fhstp.ac.at
www.fhstp.ac.at

FN 146616m
LG St. Pölten
DVR no. 1028669F

SAMPLE

¹³ In case the Student is a minor (under 18 years of age), a parent or legal guardian has to sign the contract as well.

Withdrawal Form

In case you wish to withdraw (free of charge) from the educational relationship (Educational Contract, general terms and conditions) concluded with the *St. Pölten University of Applied Sciences GmbH* within 14 days after conclusion of the contract, please fill out this form and send it either per mail or e-mail¹ to

St. Pölten University of Applied Sciences GmbH
Matthias Corvinus-Straße 15, 3100 St. Pölten
tel: +43/2742/313 228-200
email: csc@fhstp.ac.at

Hereby I

(name of the Student)

(principal place of residence of the Student)

withdraw from the educational relationship
with the *St. Pölten University of Applied Sciences GmbH*

concluded by myself on

(signature date dd/mm/yyyy)

regarding

(name of study programme, continuing education programme, other education offer)

Student (place, date, signature)

¹ or per upload