

EDUCATION CONTRACT

Provision of rights and obligations
connected with studies at
the University of Applied Sciences Burgenland
(Fachhochschule Burgenland)

1. Preamble

This education contract is established between the University of Applied Sciences Burgenland (Fachhochschule Burgenland GmbH) – subsequently referred to as “the university” and

Mr. Didi Dudo Demo, BA
Demogasse 22
7000 Eisenstadt
Student ID No. 1910783001

- subsequently referred to as “the student”

2. Legal Representative (if the student has not reached the age of majority)

Name:

Address:

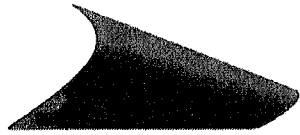
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3. Education programme and Objective

- a. This contract pertains to the education programme
MPEB english
0783
- b. The education objective is the completion of the programme with the award of the academic degree of Master of Arts in Business in accordance with § 6 sect. 2 of the University of Applied Sciences Act (Fachhochschulgesetz - FHG), as amended and, if applicable, the attainment of a professional licence in physiotherapy, health, nursing and midwifery in accordance with the relevant legal provisions.
- c. The course of studies begins on the 01st September of the relevant year (minor deviations due to organizational issues are possible) and normally takes 6 semesters (3 years) for Bachelor's programmes and 4 semesters (2 years) for Master's programmes to complete. In the event that the student opts for the 'extended part time' version, the relevant programme is extended by 2 semesters. If entire years of study are recognized by the programme director, the study duration of the selected program will be shortened accordingly.

4. Location of Studies

- a. The study location depends on the education programme. The university reserves the right to change or move the location of the study programme within a reasonable distance.



- b. Furthermore, should this not be possible or reasonable or should the education goal require it, the university reserves the right to conduct individual components of the study programme or individual lectures at locations other than the study location.

5. Basis of the Education Contract

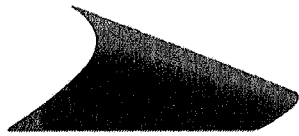
- a. Tuition will take place on the basis of the University of Applied Sciences Act (FHG), the accreditation application for the respective education programme and all other discipline-related laws and ordinances in the valid, corresponding version.
- b. The university undertakes, within the framework of the relevant education programme and on the basis of the curriculum accredited by the Agency for Quality Assurance and Accreditation Austria (Agentur für Qualitätssicherung und Akkreditierung Austria), and in the respective version adopted by the university's board (Fachhochschulkollegium), to provide the student with an academic education at university level, carried out by teaching staff qualified in subject matter and didactics, within the planned duration of the study programme.
- c. For students enrolled in health science programme from a university of applied sciences, the Federal Act on the Regulation of the Higher Medical-Technical Services (MTD Act) as well as the FH-MTD Training Ordinance and the Health and Nursing Act as well as the FH Health Care and Nursing Training Ordinance and the Midwives Act as well as the FH Midwives Training Ordinance also apply.
- d. The student acknowledges that due to changes in the legal framework or the further development of the education programme as response to (inter)national developments, the education programme (curriculum, title, etc.) is subject to modifications. This does not affect the education contract or the remaining provisions of the education contract.
- e. In compliance with the FHG the university programme director of the respective education programme as well as the elected board are responsible for all significant issues concerning teaching and learning activities.

6. Returning students or career changers

- a. Recognition (by the programme director) of proven knowledge and the passing of compulsory exams (according to regulations <https://www.fh-burgenland.at/ueber-uns/organisation/organigramm/gremien/satzung/>) may be subject to waivers.
- b. In this case, the programme director must file and submit the entry into a certain semester in writing.

7. Tuition/Security Deposit

- a. Pursuant to § 2 para. 2 of the FHG, the university is authorized to collect fees. Currently, no fees are collected. However, the university reserves the right to collect tuition in the future.
- b. The student explicitly declares himself/herself willing to pay, should stipulated tuition be collected in the future. Retroactive demand for payment of already completed semesters is excluded (these will not be charged).
- c. Each university of applied sciences education programme can only accept a limited number of students. In order to avoid a carelessness acceptance of a study slot and a subsequent failure to take up the same, a deposit of € 350,- must be made payable to the account below at the signing of the contract: Hypobank Burgenland AG, AT61 5100 0900 1581 6200, BIC: EHHBAT2E. The security deposit is not an admission's fee; it is collected to secure the study slot. The security deposit will be reimbursed if the student is enrolled for at least one semester.
- d. The student forfeits the security deposit upon early withdrawal or dropping out prior to the end of the first semester.



- e. Any deposit paid to secure a slot will be refunded upon successful completion of the first semester.

8. Austrian Student Union Fees (ÖH-Beitrag)

- a. According to the FHG, students at Austrian universities of applied sciences are members of the Austrian Student Union and are subject to the current regulations (HSG) of the student union.
- b. Upon acceptance to the education programme, the student gains active and passive voting rights for the representation of university of applied sciences students for the duration of his or her studies. This delegation to the board ensures standard student participation in decision-making processes according to § 10 FHG and § 17 HSG.
- c. Pursuant to § 38 (4) of the HSG, admission to studies, and the notification of the continuation thereof, requires that the student pay the ÖH-fee, including any special fees (paragraph 6) for the semester in question.

9. Study Devices

- a. Study devices and other materials such as laptops, tablets, etc. are to be procured by the student at his or her own expense. Additional expenses for the completion of compulsory lessons will not be incurred. A compulsory internship, a semester of study abroad or additional offers such as excursions, language courses, summer schools, certification, etc. may be subject to additional expenses that are to be covered by the student.
- b. The use of the library, the borrowing of books and the use of online databases at the university for content relevant to your studies are free of charge.

10. Financial Aid

- a. The student may be entitled to various forms of financial assistance during his or her studies, such as financial aid for studies, housing, commuting, etc. The student is responsible for researching the possible options and must apply for them on his or her own.
- b. Should the student require confirmations for the above applications, they may be issued by the university.

11. Special Requirements

a.) Vaccinations

- At the beginning of their studies, students of the degree programmes in health care and Nursing, Physiotherapy and Midwifery at the university receive the recommendations the Federal Ministry of Health developed, entitled "Vaccinations for Health Care Personnel".
[https://www.sozialministerium.at/Themen/Gesundheit/Impfen/Impfempfehlungen-Allgemein/Empfehlung-f%C3%BCr-Gesundheitspersonal.html%20Personal%20des%20Gesundheitswesens%20\(Stand%2014.%20Mai%202021\)%20V2.1.pdf](https://www.sozialministerium.at/Themen/Gesundheit/Impfen/Impfempfehlungen-Allgemein/Empfehlung-f%C3%BCr-Gesundheitspersonal.html%20Personal%20des%20Gesundheitswesens%20(Stand%2014.%20Mai%202021)%20V2.1.pdf). This contains, among other things, the following recommended vaccinations: e.g.: COVID-19, DiTetPert-Polio, MMR, Varicella, Influenza, Hepatitis A, Hepatitis B, Meningococcus, Pneumococcus.
- With his or her signature, the student confirms that he or she has read and understood the current recommendations for vaccination. The student is made aware that a record of vaccinations is required prior to the beginning of an internship; should the necessary vaccinations be missing, the student will not be permitted to take part in the planned internship under those circumstances.
- General liability of the university is ruled out should an internship not take place or be cancelled due to missing vaccinations or personal health issues of the student. The university does not assume liability for any

health-related impairment of the student incurred directly or indirectly from contact with patients or vaccinations.

b.) Courses

- For courses (particularly in the health sector) in which teaching content must be demonstrated by touching a person, students are expected to be especially attentive, respectful and considerate. Full-scale demonstrations of teaching content are only made when absolutely necessary and the principle of voluntarism exists.
- Depending on the type of course, it may be necessary, especially for safety reasons, to wear appropriate clothing (see house or laboratory regulations):
<https://www.fh-burgenland.at/ueber-uns/organisation/organigramm/infrastruktur-beschaffung-sicherheit/>

c.) Criminal record certificate and Enhanced Check for child and youth welfare work

- As part of the framework for the Bachelor's programme Social Work, students must complete multiple internships with social services organisations; therefore, students must submit a criminal record certificate in the course of their studies. With the signature of this education contract, students declare that they will comply with providing such forms as needed in the course of internships.
- Students are strongly urged to obtain such forms in a timely manner, as organisations require them well ahead of the beginning of any internship.
- The student acknowledges that the university does not assume liability in the event of an internship being canceled.
- In particular, the university cannot be held liable if due to the cancellation of a compulsory internship the education programme cannot be completed.
- As part of the admission process, candidates for the Bachelor's programme Social Work receive information issued by the Office of the Federal Chancellor regarding clearance for work in child and youth welfare. This information can be accessed at: <https://www.help.gv.at/Portal.Node/hlpd/public/content/30/Seite.300020.html> With his or her signature, the student confirms that he or she has read and understood the information provided and will - if necessary - implement said information.

d.) Professional internship abroad

- A professional internship is scheduled for full-time students in the Bachelor's degree programme International Business Relations in the 5th semester. It is to be completed in a foreign country, i.e. in particular in the country where the second foreign language the student studied is spoken. The programme director of the Bachelor's programme in International Business Relations decides in advance whether the internship will be recognised.

e.) Intensive language course for the 2nd foreign language abroad

- Within the framework of the Bachelor's degree programme in International Business Relations, full-time students are to complete an intensive language course in the country of the chosen 2nd foreign language. The head of the degree programme International Business Relations decides on the recognition of the intensive language course in advance.

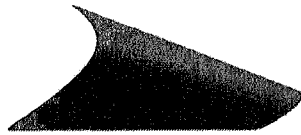
12. Rights of use and ancillary copyrights

- a. The student is responsible for obtaining thorough information regarding existing intellectual property rights of third parties. Should the student infringe upon third party intellectual property (trademark rights, copyrights, etc.), he or she immediately assumes responsibility for the violation(s). Should a claim resulting from the student's actions be raised against the university, it shall be completely indemnified by the student.

- b. The right to retain and store performance evaluation information (compiled within the framework of the student's tuition) for future review and/or verification is transferred from the student to the university. This also includes the university's right to conduct electronic plagiarism assessment and to pass on information to third parties for this purpose.
- c. The student grants the university all temporal, content-related and geographical usage and ancillary rights for the purpose of reporting content created within the framework of education and research projects (press releases, homepage, poster presentations). In particular the non-commercial right of reproduction and distribution, the public right of reproduction and distribution the rental/lending right as well as the right to the use of the right of availability are included in the granting of rights.
- d. The transfer of these rights to the university takes place in adherence to moral right (the crediting of the author as well as the exclusion of content distortion) and any other legal parameters, particularly the standards for good research practice.
- e. The transferring of the student's rights within the framework of internship semesters and compulsory internships (including works and services resulting from them) will be arranged in the respective semesters.

13. Student Rights and Responsibilities

- a. The student has the right and the responsibility to be present for the scheduled education programme's courses for the duration of his or her tuition. In addition, the student is required to take the scheduled exams pursuant to para. 13-21 of the FHG. This also applies for electives.
- b. The student commits himself or herself to active participation in quality assurance measures such as course evaluations, student surveys, information events or acceptance surveys.
- c. In particular, the student acknowledges his or her responsibility for personal attendance, active participation in studies, adherence to exam dates and deadlines, as well as the on the internal platform electronically available study and exam regulations.
- d. In the case of illness or other circumstances influencing their studies, students must immediately notify the programme director in writing (per mail or email).
- e. The student pledges to make use of the infrastructure provided by the university (e.g. student account with email address, internet access, or software licenses) for study purposes only. The student will indemnify and hold the university harmless in the case of violations stemming from misuse. Any message transmission which compromises security, violates morality, harasses other users or violates existing laws is considered misuse of the IT infrastructure. Furthermore, the student pledges to make use of the infrastructure provided for learning purposes only and not to add any commercial applications.
- f. The student pledges to use the issued student ID solely for the duration of studies in order to gain student discounts and other such benefits. In case of ID misuse, the university will be indemnified and held harmless by the student.
- g. The student pledges to return all borrowed university materials and/or equipment immediately upon termination of the learning contract. In addition, the student promises to erase from his or her personal devices all software, documents, etc. that have a legal right of use which expires upon completion of studies.
- h. The student acknowledges that all university obligations toward the student (e.g. copy machine credit, advance payments, confirmations) must be declared in writing and sent to the university (per postal service) within six months of the education contract termination. After the six month deadline, the student forfeits any claims against the university.
- i. The student is to keep all education programme related information from or about classmates, research results and--for the health programme--patient data or all personnel in internal and external healthcare facilities absolutely confidential.



- j. The student is required to immediately notify the university of any changes to his or her name (e.g. through marriage), main residence, or secondary residence and must notify the education programme administration of any changes in writing via email or the postal service.
- k. The student is required to inform the university about any accident relating to para. 363 of the Austrian General Social Security Act (ASVG) within three days.
- l. The student confirms that he or she has read, understood and acknowledged the current and valid version of the house rules which are posted on the university homepage:
<https://www.fh-burgenland.at/ueber-uns/organisation/organigramm/infrastruktur-beschaffung-sicherheit/>.

14. Termination of the Contract

- a. The university has the right to immediate, premature cancellation of the contract for the following reasons:
 - breach of the education contract by the student
 - student's neglect of payment responsibilities in spite of being given one month grace period
 - illegal behavior on the part of the student--particularly in connection with his or her studies
 - student's neglect of his or her responsibilities relating to the currently applicable study and exam regulations <https://www.fh-burgenland.at/ueber-uns/organisation/organigramm/gremien/satzung/>
- b. In the case of the latter, termination of the contract is contingent upon the decision of the university board (Fachhochschulkollegium).
- c. In adherence with the one month advance notice period, the student has the right to terminate his or her studies at the end of a semester with reasonable justification. In such cases, the student must notify the programme director in writing and include his or her reasons for termination.
- d. The education contract is automatically terminated with the successful completion of the study programme (on graduation day), through withdrawal due to lack of success (negative evaluation of the last possible exam re-sit), or with the death of the student.

15. Interruption of Studies

- a. Pursuant to para. 14 of the FHG, the student may submit an application for the interruption of studies which must include the reasons, plans for continuation and prospects of positive completion.
- b. Prior to the interruption of studies, the programme director must give his or her written consent.
- c. In such an event, all rights and responsibilities of the university and the student will be suspended for the duration of the interruption of studies. No exams may be taken during this time.

16. Discontinuation of a Programme, Damages

- a. In cases of minimal demand, the university reserves the right to cancel electives and elective modules or limit the number of participants attending them.
- b. Should a programme be discontinued, the university will ensure that the student is given the opportunity to complete his or her studies within the stipulated duration of study.
- c. By common accord, legal title will be ruled out; the student renounces any potential legal damages or other claims regardless of reason.
- d. The student acknowledges that some courses may not take place; for example, in cases of low enrollment, organizational limitations (full or part-time), or for economic reasons. In such cases, the student will be informed promptly.

17. Distance Learning/eLearning/Blended Learning

- a. The student confirms that he or she is conscious of and thoroughly informed about intellectual property laws and information self-determination; likewise, the student agrees to comply with these laws (e.g. plagiarism, circulation of online scripts, or publication of the personal data of others).
- b. The student acknowledges that he or she is personally responsible for any illegal content which he or she has made available online and will indemnify and hold the university harmless in such cases. Furthermore, the student is not permitted to make use of the university's eLearning or blended learning infrastructure for commercial purposes.
- c. The student grants the university the right to view his or her online contributions and the right to make use of them for teaching and research purposes and prior to as well as after termination of the education contract.

18. Data protection

a.) Data collection, purpose and legal basis

i. Personal data of students

Within the framework of this present education contract, the university processes the following personal data - which the students themselves have provided in their application - as data added during the course of study (examination data, examination protocols, course of study, internships, etc.). The processing of these personal data takes place on the basis of and for the purpose of fulfilling this education contract (Art 6 para 1 lit b DSGVO) or on the basis of the statutory reporting obligations of the university* (Art 6 para 1 lit c DSGVO).

*) Education Documentation Act, BiDokVFH, FH-BIS VO, FHG, Ordinance of the Federal Minister for Education, Science and Culture on statistical surveys of students at universities and in University of Applied Sciences degree programmes; in the case of health degree programmes the GuKG incl. training regulation.

ii. Images and/or video material including audio recordings in the context of studies

Image and/or video material, including audio recordings made during the course of educational activities (in the context of lectures, internships, Bachelor's and Master's theses, etc.) made by and/or through students, will be processed by the university for the purpose of teaching and training. The processing of these data takes place on the basis and for the purpose of fulfilling this education contract pursuant to Art. 6 (1) (b) DSGVO.

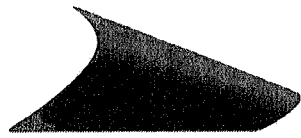
iii. Image and/or video material incl. audio recordings for marketing purposes

In addition, images and/or video material including audio recordings of the student (e.g. in the context of public events such as the graduation ceremony) in connection with studies at the university may be processed for the university's marketing purposes without financial compensation to the student. This processing is required to safeguard the legitimate interests of the university in accordance with Art. 6 para. 1 lit f DSGVO. The processing is for marketing purposes only (using the latest media images and/or video material including audio recordings) and serves to ensure the existence of the university and its competition on the open market. Such material shall only be used to the extent necessary and in a comprehensible manner for purposes of the enterprise and in compliance with appropriate technical and organizational security measures ensuring data protection.

There is no statutory obligation to provide the above-mentioned personal data; however, non-provision is contrary to the conclusion of a training contract and thus the training at the university.

b.) Deletion of data

The personal data referred to in lit a, subparagraphs (i) and (ii), shall be included in the student file and deleted after four years from the end of the studies. Some data is retained until the expiry of the corresponding, longer legal retention period. Any pictures/video material (including audio recordings) taken



of the students in accordance with lit a sub-item (iii) will be stored for a period of 3 years from the time stored. In addition, the data will be stored until the end of any legal disputes for which they are needed as evidence.

c.) Transmission of data

All personal data is generally used internally by employees of the university.

The data described in sub-item (i) of lit (a) and in sub-item (ii) will be forwarded to the appropriate authorities for legal obligations when necessary.

The image and/or video material (including audio recordings) made of students as described under point a sub-item (iii) shall be used exclusively for marketing purposes and published for this purpose - i.e. made available to everyone. If necessary, the image and/or video material (including audio recordings) will be transmitted to third parties (e.g. agencies, print shops) who are required to carry out advertising.

d.) Other rights and affected parties

Students have the following rights:

- the right to information about related personal data (Art. 15 DSGVO);
- the right to rectification (Art 16 DSGVO), cancellation (Art 17 DSGVO) or limitation of processing (Art 18 DSGVO);
- the right to object to data processing (video/audio/image files) for reasons arising from the student's own special situation (Art 21 DSGVO), which can be claimed at the university (datenschutz@fh-burgenland.at) with the data processor in charge
- the right to data portability (Art 20 DSGVO);
- the right to complaint, which must be submitted with the Austrian Data Protection Authority, Hohenstaufengasse 3, 1010 Vienna, telephone: +43 1 531 15-202525, e-mail: dsb@dsb.gv.at as the competent supervisory authority.

e.) Other data protection and data security regulations

Should the student use, store or otherwise process data from third parties (videographies, images and other personal data) as part of their studies, a project or a scientific work, the following applies:

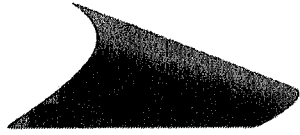
The student uses data and processing results exclusively in the context and for the purpose of the work for which they were entrusted to him or her; data and processing results shall be exclusively returned to the university or to third parties only after written order or approval by the university. Similarly, the use of data provided for the student's own purposes requires such written permission.

The student makes a legally binding declaration that he or she will in no case save, use, process or transmit this data and --in particular-- will not pass it on to third parties.

In the case of storage of data on personal data carriers, the student makes a legally binding declaration that he or she will take sufficient security measures within the scope of the GDPR in order to prevent misuse of data or unauthorized access by third parties.

For technical and organizational requirements, the student shall ensure that the university can guarantee the rights of the persons concerned within the GDPR at any time within the statutory time limits and will provide the university with all necessary information.

Upon completion of the work for which this data is intended, the student is obliged to hand over all processing results and documents containing the data to the university or, on their behalf, to keep them safe from unauthorized access or destroy them as agreed. Once data provided for the work above is no longer needed, the student is to return the data to the university, so it can be destroyed.



The university has the right to inspect and control the data processing facilities at any time with regard to the processing of the data it has provided. The student will provide the university with the information necessary to monitor compliance with the obligations set out in this agreement.

19. Miscellaneous

- a. This contract is subject to Austrian law; the place of jurisdiction is Eisenstadt (except in case of a consumer).
- b. Changes or amendments to this contract must be in writing for legal validity. This also applies to digression from the formal requirements—there are no verbal side agreements.
- c. Should individual contract requirements be invalid, ineffective or incomplete, this does not apply to the remaining requirements. The contractual partners will replace or complete invalid, ineffective or incomplete requirements with the best corresponding equivalent.
- d. This education contract is free of charge.
- e. The original education contract will remain with the university and the student will be issued a duplicate.
- f. The education contract goes into effect only when the entrance requirements are met by 15th November and the contract is signed both by the student (or the student's legal guardian) and the university.

Eisenstadt, on 29.02.2024

Student:

Signature

Legal Guardian:
(if the student is a minor; i.e.,
under 18 years of age)

Signature

The University of Applied Sciences
Burgenland
(Fachhochschule Burgenland GmbH)
Campus I, 7000 Eisenstadt

Declaration of agreement

The student

Mr. Didi Dudo Demo, BA
Demogasse 22
7000 Eisenstadt
Student ID No. 1910783001

agrees to the following:

- The student agrees to receive information related to studies or to associated companies (e.g. newsletters and the like) from the University of Applied Sciences and associated companies in postal or electronic form. This includes e-mails, text messages and, if applicable, telephone messages or contacting. These communication steps may include advertising material as well as information material (§ 107 TKG).
- The student agrees that photos and/or video material on which the student can be seen, will be published. The student agrees, that all rights for the use and publication of these photos and/or video material are reserved by the University of Applied Sciences and can be transferred to affiliated companies or advertising companies. The photos and/or video material may be used by the author or by third parties, who act with the author's consent, in unchanged form for illustration and other marketing purposes without any temporal, local and content restriction, regardless of the transmission, carrier and storage techniques used (especially electronic technologies).
- The student agrees with a possible publication on "Facebook" and other social media. The University of Applied Sciences is granted all rights of use including reprint and passing on of the picture material without temporal limitation. The pictures can be combined with other graphics or text, modified, scaled or trimmed. No portraits or images associated with personal data will be published. An explicit agreement remains unaffected by this.
- The student waives the right to mention his or her name and agrees that his or her name may be used in connection with recordings or reproductions. This right remains unaffected from the termination of the learning contract.

Eisenstadt, on 29.02.2024

Student:

Signature