

LEARNING CONTRACT

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

1. Preamble

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

[REDACTED]

-subsequently referred to as “the student”.

2. Legal Representative (if the student is not legally of age)

Name:

Address:

.....

3. Subject and Goal

- a. The subject is the university program
[REDACTED]
- b. The educational goal is the successful completion of the program followed by the conferral of an academic degree Master of Arts in Business pursuant to § 6 para. 2 current valid version of the University of Applied Sciences Study Act (Fachhochschul-Studiengesetz-FHStG) in the as well as the obtainment of the necessary credentials in physiotherapy or health promotion and healthcare pursuant to the relevant, corresponding legal requirements.
- c. The course of studies begins 01.09.2018 and normally lasts 6 semesters (3 years) for bachelor programs and 4 semesters (2 years) for Master programs. Provided that the “extended part time” option is chosen, studies are extended by 2 semesters. If entire years of study are recognized by the program director, the planned minimum years of study for the selected program will be shortened accordingly.

4. Location of Studies

- a. The concrete study location is determined by the university program chosen. Within an objective, the location may be unilaterally changed or rescheduled to a reasonable distance from the university.

- b. Furthermore, should it not be possible/reasonable or the attainment of educational goals require it, the conducting of individual study components as well as individual lessons may take place at a location other than the place of study.

5. Basis of the Learning Contract

- a. Tuition will take place on the basis of the University of Applied Sciences Study Act (FHStG), the accreditation application for the respective university program and all other discipline-related laws and ordinances in the valid, corresponding version.
- b. In the course of the scheduled academic programs and on the basis of the curriculum accredited by the Austrian agency for quality assurance and accreditation (der Agentur für Qualitätssicherung und Akkreditierung Austria) and in the respective version determined by the Fachhochschulkollegium, the university is obligated to provide the student with university-level academic tuition including professionally and didactically qualified teaching staff within the scheduled study period.
- c. The federal law for the regulation of sophisticated medical-technical services (MTD-Gesetz), the university medical-technical training regulations, healthcare and nursing laws as well as the university healthcare and nursing training regulations apply for students of health science programs.
- d. The student acknowledges that adaptations to international developments as well as alterations (in the curriculum, title, etc.) may occur due to changes in the legal framework or the necessary ongoing development of the university program. These do not affect the learning contract or the remaining provisions.
- e. In compliance with the FHStG the university program director of the respective program as well as the elected faculty are responsible for all significant issues concerning teaching and learning activities.

6. Re-Entrants or Career-Changers

- a. Recognition (by the program director) of proven knowledge and the passing of compulsory exams (according to regulations) may allow for completion of scheduled lessons to be waived.
- b. In this case, the program director must convey the entrance in a semester in writing.

7. University Fees/Security Deposit

- a. Pursuant to § 2 para. 2 of the FHStG, the university is authorized to collect fees although no fees are currently collected. However, the university reserves the right to assess respective semester fees in the future.
- b. The student explicitly declares himself/herself willing to pay, should stipulated university fees be collected in the future. Retroactive demand for payment of already completed semesters is excluded (these will not be charged).
- c. The university has the right to collect a security deposit from the student in the amount of 350 Euros for the binding acceptance of a study place. The security deposit must be paid upon the completion of this contract to the following Hypobank Burgenland AG account:
AT61 51000 900 158 162 00,
BIC: EHHBAT2E. If the student is enrolled throughout the entire first semester, the security deposit will be reimbursed.

- d. The security deposit will be forfeited by the student upon early withdrawal or drop out prior to the end of the first semester.

8. Austrian Student Union Fees (ÖH-Beitrag)

- a. According to the FHStG, 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 university program, the student gains active and passive voting rights for the representation of university of applied sciences students for the duration of his/her studies. Der/die Studierende erlangt mit Aufnahme in den FH-Studiengang für die Dauer des Studiums das aktive und passive Wahlrecht für die Vertretung der Studierenden der Fachhochschule. This delegation to the Fachhochschulkollegium ensures standard student participation in decision-making according to §§ 10 FHStG, 5 FHStG §§ 20 c and d HSG.
- c. According to § 38 (4) of the HSG, admission to the university for study and the resuming of studies requires the payment of student union fees including possible additional fees (paragraph 6) for the semester in question.

9. Didactic Aids

- a. Didactic aids and other materials such as laptops, tablets, etc. are to be procured by the student at his/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 present additional expenses-- these are to be paid by the student.
- b. Use of the library, the borrowing of materials and the use of online databanks for study-related content are free of charge at the university.

10. Financial Aid

- a. The student may be entitled to various forms of financial assistance during his/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/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 studies, students in the physiotherapy as well as the healthcare and nursing program receive the Federal Ministry of Health's "Vaccinations for Employees of the Healthcare Sector" leaflet. The current version may be found online and lists recommended vaccinations such as Tetanus/Diphtheria/Pertussis, Polio, Measles, Mumps and Rubella Varicella, Influenza, Hepatitis B, Hepatitis A, Meningococci, and Pneumococci:
http://www.bmgf.gv.at/cms/home/attachments/0/0/8/CH1100/CMS1350977396698/impfungen_hcw.pdf
- With his/her signature, the student confirms that he/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).

c.) Police Clearance Certificate and Enhanced Check for Child Protection Work and Youth Welfare

- As part of the Social Work bachelor program framework, students must complete multiple internships with social services organizations; therefore, a police clearance certificate as well as an enhanced check certificate must be provided prior to the beginning of studies.
- As part of the admission process, future students of the Social Work program receive information from the Office of the Federal Chancellor regarding clearance for work in child and youth welfare. This information can be accessed at the following link: <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, understands and will — if necessary — implement the information.
- It is recommended that the police clearance certificate and the enhanced check certificate be brought to the administrative office of the Social Work department prior to the commencement of studies.
- The student is strongly urged to obtain the certificates; organizations which require them before the beginning of an internship will cancel, should they not be provided.
- The student must be aware that the university will not assume liability for such cases.

12. Usage Rights and Other Related Rights

- 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 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 tuition (press releases, homepage, poster presentations). The student also gives the university rental and lending rights to use this content in lessons and research projects as well as in non-commercial reproduction and distribution, public disclosure, broadcasting and performances.

- 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 granting of these rights is gratuitous.
- f. Exceptions (e.g. submissions for prizes or patents, commercial use) to this transfer of rights are possible but must be made in advance and authorized in writing by the university.
- g. 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 university program 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 FHStG. This applies for optional subjects, as well.
- b. The student commits himself/herself to active participation in quality assurance measures such as course evaluations, student surveys, informational events or acceptance surveys.
- c. In particular, the student acknowledges his/her responsibility for personal attendance, active participation in studies, adherence to exam dates and deadlines, as well as the electronically disclosed study and exam regulations on the internal internet platform.
- d. In the case of illness or other circumstances influencing their studies, students must immediately notify the program 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 learning contract termination. After the six month deadline, the student forfeits any claims on the university.
- i. The student is to keep all program-related information from or about classmates, research results and--for health program--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 in name (e.g. through marriage), main residence, or secondary residence and must send the 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/she has read, understands and acknowledges the current and valid version of the house regulations which are posted on the university homepage: (www.fh-burgenland.at).

14. Termination of the Contract

- a. The university has the right to immediate, premature cancellation of the contract for the following reasons:
 - breaching of the learning contract by the student
 - student's neglect of payment responsibilities in spite of being given a 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
- b. In the case of the latter, termination of the contract is contingent upon the decision of the Kollegium der Fachhochschule.
- 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 program director in writing and include his or her reasons for termination.
- d. The learning contract is automatically terminated with the successful completion of the study program (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 FHStG, 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 program 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 optional subjects and elective modules or limit the number of participants attending them.
- b. Should a program 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 promptly informed.

17. Distance Learning/Blended Learning

- a. The student confirms that he or she is conscious of and thoroughly informed about intellectual property laws and informational 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 learning contract.

18. Electronic Information, Promotional Activities

- a. The student agrees the university and its subsidiaries may send study or subsidiary-related information to him or her (e.g. the newsletter) via postal service or in electronic form.
- b. The student grants the University of Applied Sciences the right to publish and distribute photographs (photo and video) or their reproductions for advertising purposes. Prior to photographing (for example, a group photo of the class), the student will be informed in a suitable manner and is free to choose not to participate. This right is unlimited in terms of space, time and content, and in particular covers domestic and foreign use for all advertising areas in modified or unmodified form as well as the right to grant corresponding rights to third parties. The student waives the right to be mentioned, but agrees that his/her name may be used in connection with the recordings or their reproductions. The law remains unaffected by the termination of the training contract.

19. Privacy policy

a.) Data collection, purpose and legal basis

i. Student's personal data

Within the framework of the present training contract, the University of Applied Sciences processes the student's personal data--which they themselves have provided in their application-- as well as data added during the course of study (examination data, examination protocols, course of study, internships, etc.). The processing of this personal data takes place on the basis of and for the purpose of fulfilling this training contract (Art 6 para 1 lit b DSGVO) or on the basis of the statutory reporting obligations of the University of Applied Sciences (Art 6 para 1 lit c DSGVO).

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

Images and/or video material including audio recordings made by students in the course of their educational activities (in the context of lectures, internships, bachelor's and master's theses, etc.) may be used by the University of Applied Sciences for the purpose of teaching and training. The processing of this data takes place on the basis and for the purpose of fulfilling this training contract

in accordance with Article 6 (1) (b) DSGVO.

iii. Images and/or video material including 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 of Applied Sciences may be processed for the University of Applied Sciences' marketing purposes without financial compensation to the student. This processing is required to safeguard the legitimate interests of the University of Applied Sciences in accordance with Article 6 (1) (f) GDPR (General Data Protection Regulation). 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. Use shall be only 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 of Applied Sciences.

b.) deletion of data

The personal data mentioned in subparagraphs i and ii of subparagraph a will be taken over into the student act and deleted after four years following the end of studies. Some data is retained until the expiry of the corresponding, longer legal retention period. The image / video material (including audio recordings) produced according to sub-item iii of any part of the student record will be stored for a period of 3 years from the date of its production. In addition, the data is stored maximally until the termination of any legal disputes (for which these are required as proof).

c.) transmission of data

All personal data is generally used internally by employees of the University of Applied Sciences.

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

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

d.) Other affected rights

Students have the following rights:

- the right to information about related personal data (Art. 15 GDPR);
- the right to rectification (Art. 16 DSGVO), cancellation (Art. 17 DSGVO) or limitation of processing (Art. 18 GDPR);
- 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 of Applied Sciences (datenschutz@fh-burgenland.at) with the responsible data processor as well as the

- the right to data portability (Art. 20 GDPR);
- the right to complaint, which must be submitted to the Austrian Data Protection Authority, Hohenstaufengasse 3, 1010 Wien, Telefon: +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/her; data and processing results shall be exclusively returned to the University of Applied Sciences or to third parties only after written order or approval by the University of Applied Sciences. 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/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/she will take sufficient security measures within the meaning 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 of Applied Sciences can guarantee the rights of the persons concerned within the meaning of 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 works above is no longer needed, the student is to return the data to the University of Applied Sciences for its destruction.

The University of Applied Sciences is granted 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.

20. Telecommunications Act Consent

The student agrees to accept e-mails, SMS and, if necessary, telephone messages or contacts from the University of Applied Sciences or affiliated subsidiaries, whereby these communication steps may include both promotional material and mere informational material (§ 107 TKG).

21. Other Matters

- a. This contract is subject to Austrian law; the place of jurisdiction is Eisenstadt.
- 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



FH Burgenland

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the remaining requirements. The contractual partners will replace or complete invalid, ineffective or incomplete requirements with the best corresponding equivalent.

- d. This learning contract is free of charge.
- e. The original learning contract will remain with the university and the student will be issued a duplicate.
- f. The learning contract is carried into effect only when the entrance requirements are met by November 15th of 2018 and the contract is signed both by the student (or the student's legal guardian) and the university.

Eisenstadt, on 09.08.2018

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 1, 7000 Eisenstadt

Signature