

EDUCATION CONTRACT – SAMPLE

1. Subject of the contract

This contract regulates the legal relationship between the maintaining institution of „_____“ Bachelor’s Programme and the participating student.

1.1 Maintaining institution

Fachhochschule des bfi Wien GmbH (University of Applied Sciences bfi Vienna), 1020 Wien, Wohlmutstraße 22 acts as the maintaining institution in this contract. The contact person for all students’ related matters is the Programme Director.

1.1 Student

Personal ID:

First Name:

Last Name:

Address:

Date of Birth/Place of Birth:

2. Study Facility

The main training facility for the programme “.....” is the registered office of the maintaining institution located in 1020 Wien, Wohlmutstraße 22. If required, and only in individual cases, the maintaining institution may choose another location as its training facility.

3. Contract basis

The training is based on the Federal Law on 'Fachhochschul-Studiengänge BGBl No. 340/1993' in its valid version as well as on the programme application, approved by the accreditation authority, and the study companion/ student guide handbook.

Additionally, the study and examination regulations, terms of computer usage, house rules, fire protection and fire alarm arrangement plan in their current versions are applicable to the education contract. The contractual bases may be subject to changes which are binding for the present contract with the date of entry into force. Changes of the contractual basis do not affect the validity of the education contract.

3.1 Duration of study

The duration of study is six semesters.

3.2 Graduation

The study shall be concluded with the award of academic title Bachelor of Arts in Business.

4. Rights and responsibilities of the maintaining institution

4.1 Responsibilities of the maintaining institution

The maintaining institution commits itself to comply with the requirements of providing the condition in order to successfully conclude the studies by the end of the time frame mentioned in 3.1.

The framework for the fulfilment of the above condition, such as the extent and form of the offered courses, setting of examination dates and form of examination execution are the subject of the approved application, respectively, the examination regulations as well as institution rules. The needs of evening students (working students) shall be considered as far as possible.

Each student receives on the first day of instruction and in the first administration presentation the most important details regarding his/her studies in the form of an information folder.

The maintaining institution commits itself further to offer highest quality training possible with respect to work relevant requirements.

4.2 Rights of the maintaining institution

Through the suggestion of the Programme Director, the maintaining institution has the right to exclude a student from continuation of study because of:

- Frequent absenteeism from courses
- Forgery of attendance
- Lack of or insufficient performance relating to examination regulations

Further, there are the following exclusion reasons:

- To damage or destroy maintaining institution's equipment and other facilities on purpose or grossly negligent,
- Serious and repeated offences against the institution rules as well as the requirements regarding use of the computer systems,
- Behaviour during maintaining institution's events that apparently damage the maintaining institution's reputation (This includes the behaviour on the internet and social networks such as Facebook, XING, blogs, etc.),
- Refusal to provide information such as notification requirement according to 'FHS-Studiengesetz' (Study Law) of the corresponding guidelines of the accreditation authority and the Federal Ministry of Science, Research and Economics,
- Repeated and deliberate behaviour that apparently leads to the disruption of class instruction,
- Not complying with financial commitments despite reminders,
- Criminal convictions: In case of a criminal conviction, the nature and the extent of the criminal offence shall be considered (see point 6.2),
- Persevering pursuit of a person in the legal sense of § 107a penalcode

The above mentioned points are to be found in more detail among others in the framework of the Studies Program, examination regulations, the use of the computer systems and university rules.

The maintaining institution is entitled to the automation-assisted processing of personal data and the transfer of personal statistical data in the context of the applicable laws and regulations.

Photos and videos which are produced in the context of the studies of the student can be used for marketing purposes by the maintaining institution.

5. Rights and Responsibilities of the student

5.1 Rights

5.1.1 University operation and duration of studies

The students have the right to a well-regulated university operation according to set university requirements specially the passing on of designated and defined study material. Regardless of the reasons, the students are to be informed as soon as possible of any changes in university operations.

Each semester, the students are issued a transcript of records for the exams taken.

The duration of the studies may not be exceeded due to any shortcomings of the maintaining institution.

5.1.2 Interruption of studies

For compelling personal or vocational reasons, the student has the right to apply for a Leave of Absence under detailed description of the reason and by providing a proof and the student has to plan for a re-entry at the earliest-possible time.

In cases of an above average performance, can the student, in the case of a negative examination before a committee (3rd attempt) request to repeat the academic year. This application can only be handed in once during ones studies.

5.2 Responsibilities

5.2.1 Presence requirement

The students are obliged to attend all courses. In addition, the examination regulations apply. The Programme Director in consultation with the lecturer and the student representative shall decide the cases in which a student has shown insufficient presence during the semester. Insufficient presence is defined as more than 30 % absence in one course or more than 50 % absence overall throughout the entire semester.

5.2.2 Purchase of learning material

It is expected of the students to arrange for the purchase of the required materials such as books, lecture notes, etc. at the beginning of each semester.

5.2.3. Student fees

The University of Applied Sciences bfi Vienna levies student fees that have been set by the "Fachhochschul-Studiengesetz" (University of Applied Sciences Act). With acceptance agreement, a fee of € 363.36 is collected.

5.2.4. Austrian Student Union fee (Amendment to the University of Applied Sciences Act on 5 December 2007)

The University of Applied Sciences bfi Vienna levies the current amount of the union contribution and transfers all the collected amounts to the Austrian Student Union. On receipt of confirmation of acceptance, the contribution is levied.

The student fee including the union contribution needs to be paid in full before each term starts, following a request for payment (the date of transfer applies).

Failure to pay the required amount entitles the maintaining institution to student expulsion, following a four-week notice.

5.2.5 Requirements for the use of computer systems

In order to use the institution's internet and the intranet systems, the student has to agree to the terms of use. Violations shall lead to denial of access to the system.

5.2.6. General obligations

The student is obliged to regularly retrieve the by the University of Applied Sciences bfi Vienna established email account, to comply with the examination dates and deadlines, to report any accidents which occurred in the context of the studies and to report any damages to the property of the University of Applied Sciences bfi Vienna. Furthermore, the student is obliged to maintain confidentiality of research and development activities as well as confidentiality of any circumstances which become known as part of an internship. The student has to report any changes of personal data without any delay and has to return the equipment provided by the University of Applied Sciences bfi Vienna such as books, keys and other materials at the completion of studies.

6. Termination of the contract

6.1 Termination by mutual consent

A mutual agreement on the dissolution of the training contract without indication of any reasons is at any time possible.

6.2 Termination by the maintaining institution

The termination of the contract by the maintaining institution for serious reasons is permitted. In particular, the reasons referred to in this contract (section 4.2. of the contract) need to be considered serious reasons. The termination shall be done in writing.

For serious offences, the student is subject to immediate termination of the contract and expulsion from the institution. In especially serious cases an order to stay away from the house can be implemented. A written termination can follow within two weeks.

The contract expires when a lack of success in the studies persists considering the examination regulation.

The contract expires upon the end of the study.

6.3 Termination by the student

The student may terminate the contract at the end of each semester.

6.4. Completion of studies

The contract automatically ends after the successful completion of studies.

7. Miscellaneous

This contract is supplied in two copies. The original remains in the office of the Managing Director's secretary at the University of Applied Sciences bfi Vienna. One copy shall be given to the student.

All agreements between students and the maintaining institution must be in writing. All agreements that are made with students in the context of the education contract are outlined in this contract, including all ancillary agreements. Verbal agreements are not made at the conclusion of the contract. Changes or additions to the education contract must be in writing.

8. Processing of personal data

It is noted that the maintaining institution is obliged by law to the transfer of the students' personal data.

The student agrees that his/her data is automatically processed and used by the maintaining institution. Furthermore, the student agrees to the transfer of data, so far as is necessary for the purpose of studies or legal requirements.

The student agrees to accept emails, text messages and telephone calls by the maintaining institution and affiliates. These communication steps may include promotional as well as mere informational material (§ 107 TKG).

The student acknowledges that the disclosure of the student account's password is forbidden.

9. Data protection for professional projects, internship projects or employment in affiliates

In the context of professional projects, internship projects or employment in affiliates, the student is obliged to maintain data confidentiality with regard to personal data (in particular client data), trade secrets of the University of Applied Sciences bfi Vienna and the receiving institution. In the case of conflict of interests between the University of Applied Sciences bfi Vienna and the receiving institution/internship company, the student is obliged to inform his/her coordinator/advisor or the responsible Program Director. If in doubt, the interests of the University of Applied Sciences bfi Vienna are given priority.

10. Copyright

The learning materials provided within the framework of studies (lectures, exams etc.) remain the intellectual property of the University of Applied Sciences bfi Vienna or the respective author/manufacture. The learning materials are provided solely for personal use of the persons who received the material within the framework of studies. If there are not any other regulations regarding the contents of respective learning materials, any use beyond the free use of works (for example copies or any other reproduction for personal use, quoting particular passages of a published work) is prohibited. Thus any use of all materials provided by the University of Applied Sciences bfi Vienna which contradict the copyright laws and which lack the written consent of the University of Applied Sciences bfi Vienna or the respective author/manufacture is prohibited.

The student acknowledges that the filming, photographing, tape-recording and any other form of recording the teaching activities without prior consent of the speaker/lecturer is prohibited. In particular, this regulation also applies to the provision of such recordings on the internet and social networks, especially if other persons are identifiable. In this case, the consent of all acoustically and/or visually identifiable persons must be obtained in advance.

11. Use and exploitation rights for theses and intellectual creations of the students

All in the context of the study program independently created works of students remain their intellectual property. The student explicitly declares that he/she authorizes the maintaining institution to use all in the context of the study program created works locally and temporally unlimited for all forms of exploitation, including the right to use them on the internet and networks. The maintaining institution is entitled to publish theses by naming the respective author. The student is not entitled to any form of remuneration for services and (intellectual) creations which were created in the context of the study program.

The student contract is free of charge. Court location is Vienna, city centre.

The Student:

Fachhochschule des bfi Wien
Gesellschaft m.b.H. (University of
Applied Sciences of bfi Vienna)

Date, Signature

Vienna,
Dr. Helmut Holzinger
Managing Director