

Learning Agreement

1. Subject of the Contract

This contract regulates the legal relationship between the Course Provider for the **Bachelor's/Master's Degree Program** in the **offered course type** and the Student as named.

1.1 Course Provider

The FHW Fachhochschul-Studiengänge Betriebs- und Forschungseinrichtungen der Wiener Wirtschaft GmbH (FHWien der WKW for short), FN 141443f, Währinger Gürtel 97, 1180 Vienna shall act as the Course Provider.

1.2 Student

Matriculation number
 Academic degree
 First name
 Last name
 Address
 City, Zip code
 Date of birth, Place of birth

2. Place of Study

The place of study is FHWien der WKW, Währinger Gürtel 97, 1180 Vienna. This can be changed or moved as needed by FHWien der WKW.

3. Contract Basis

The Federal Act on Universities of Applied Sciences (University of Applied Sciences Act, Federal Law Gazette No. 340/1993 in its most current version, abbreviated to FHG), the accreditation decision by the Agency for Quality Assurance and Accreditation Austria (formerly the FH Council) for the selected degree program, and the corresponding funding contracts from the Republic of Austria form the specific basis for the contract. The components of the educational contract are in particular internal regulations such as the study and examination regulations, the library regulations, the IT user regulations, the compliance regulations, the fire safety regulations as well as the hygiene and conduct rules for protection against Covid-19 infections. The learning management system "Moodle" is governed by its own regulations. All documents are available on the website of the FHWien der WKW below <https://www.fh-wien.ac.at/bewerben/downloads/>.

The contractual basis may be subject to changes, which become legally binding at the time this current contractual agreement come into effect. Such changes in the contractual basis have no influence on the validity of the learning agreement.

The Student acknowledges that more extensive changes (curricula, titles, etc.) may occur due to a change in the legal framework conditions or to the further development of FHWien der WKW's study program, which is needed to accommodate international or national developments. The Student gives his or her agreement to this in advance and to refraining from asserting any kind of claim arising from such circumstances.

3.1 Length of studies

Degree programs normally last *six/four* semesters.

3.2 Completion of studies

Degree programs completed with the presentation of the academic degree of **Bachelor/Master of Arts in Business or Social Sciences**. This can be abbreviated to **BA/MA**.

4. Rights and Obligations of the Course Provider

4.1 Rights of the Course Provider

4.1.1. Exclusion by the Course Provider

FHWien der WKW has the right to exclude students from further studies for good cause with immediate effect. The Executive Management shall decide on the matter of good cause in consultation with the Academic Board. Good cause may be in particular:

- Multiple unexcused absences from courses
- Serious or repeated non-compliance with examination regulations, in particular with examination dates and dates for submitting seminar papers, project work, etc.
- Serious or repeated violations of the study and examination regulations, the IT user regulations, the library regulations, the compliance regulations, the Moodle user regulations, the fire safety regulations or the hygiene and conduct rules for protection against Covid-19 infections
- Refusal to furnish data that has to be collected by the Course Provider based on a law, a regulation, an official decision or any other obligations in relation to this contract
- Personal conduct that can lead to serious damage to the public reputation of the degree program or the Course Provider
- Reckless, inappropriate or otherwise unacceptable behavior toward the owner, employees, students or teachers, except in very minor cases
- Absent or insufficient achievement under the examination regulations
- Use of impermissible aides in examinations, projects or written work as well as the attempt to use such aides
- Use of the intellectual work of others without references, especially copying or paraphrasing passages from other works without citation (plagiarism)
- Not meeting financial obligations in spite of reminders (e.g. student fees)
- Other serious or repeated violations of the provisions of this contract by the Student

The points cited here can be found in greater detail in the currently valid published versions of the academic regulations, the study and examination regulations, the IT user regulations, the library regulations, the compliance regulations, the Moodle user regulations and others published on the website and the intranet and service pages of the Course Provider.

4.1.2. Use of personal data

- The Course Provider processes the personal data (in particular the name, title, date of birth, place of birth, address, telephone number, email address, matriculation number, personal ID, social security number, application material, study-specific data) of the Student in so far as the purpose and content of the data processing is covered by law (e.g. sharing according to the Act on Quality Assurance in Higher Education), regulations, official decisions or other rights and

obligations arising from this contract, or as is otherwise necessary for the academic program and everyday university life. The data are subject to computer-assisted processing.

- Specific information about the processing of students personal data (data protection declaration) as amended, can be found on the website of the FH Wien der WKW below <https://www.fh-wien.ac.at/ueber-uns/datenschutz/> as well as on the learn platform Moodle.
- The Student agrees to receive emails, text messages and if necessary phone calls from the FH Wien der WKW according to § 107 of the Telecommunication Act as amended.

4.2 Obligations of the Course Provider

The Course Provider undertakes to provide the necessary conditions so that the degree program may be successfully completed within the regular period of time stated for studies. The Course Provider also undertakes to offer a proper academic program in accordance with the FHG.

If the course provider is unable to fulfil the obligations stated in this agreement in the agreed manner, due to unforeseeable events such as epidemics, pandemics, natural phenomena, strikes, riots, natural disasters and other occurrences which are beyond the control of the parties and are unavoidable and for which neither party is responsible, FH Wien der WKW is entitled, in agreement with the Academic Board, to take measures which appear necessary from an organizational and didactic point of view in order to continue teaching the study programs as well as possible (e.g. changing examination modalities and dates, changing semester times, postponing courses to other semesters). It is important that the measures are appropriate and reasonable for the student and are announced immediately.

The Course Provider may adopt rules that are necessary for the safety of university members when using premises or other facilities of the University of Applied Sciences. In particular, the Chair of the Academic Board may, in agreement with the Course Provider and after consulting the chair of the University Student Council, determine measures to prevent the spread of the COVID-19 pandemic concerning participation in in-person courses and examinations; in particular, proof of a timely negative test for COVID-19 may be required. Further details are to be determined by the Chair of the Academic Board in agreement with the Course Provider.

5. Rights and Obligations of Students

5.1 Rights of Students

5.1.1 General

- Students have the right to an academic program in accordance with the conditions defined in the currently valid version of the accredited study program, and particularly to the teaching of content to the extent defined in the accreditation. Students are to be notified of any changes as early as possible (normally no later than the beginning of the semester).
- At the end of the semester, students receive a certificate for the examinations passed in the degree program during this semester (to be printed out by student).

5.1.2 Leave of absence and repetition of an academic year

- It is possible to request a one-time leave of absence from the Head of Program for urgent personal, health or professional reasons according to the examination regulations and to re-matriculate in the study program at the earliest time possible.

- In cases stipulated in the study and examination regulations, (i.e. if a last-attempt examination is negative) the Student may submit a written request to the Head of Program to repeat an academic year pursuant to the study and examination regulations.

5.1.3 Appealing a decision by the Head of Degree Program

- Complaints by students against decisions in academic matters made by the Head of the Degree Program are to be submitted to the Academic Board of the University of Applied Sciences for Management and Communication, not the Executive Management. The Academic Board is responsible for appeals according to section 10(6) FHG in the current version. An appeal must be submitted to the Academic Board within two weeks unless another deadline for submitting an appeal has been set according to the FHG in the current version or the current version of the examination regulations.
- Complaints against decisions of the Chair of the Academic Board, according to section 10(4) No. 4 FHG in the current version may be brought before the Federal Administrative Court according to Section 10(6) 6 FHG in the current version.
- Before submitting a complaint, students should contact the independent ombudsperson at the University of Applied Sciences for Management and Communication to clarify the legal matter and the circumstances. Contacting the ombuds person does not change the deadlines for submitting an appeal in any way.

5.2 Obligations of students

5.2.1 General

- The Student agrees to actively and positively participate in the academic program and to comply with the examination and submission deadlines.
- Students from a full-time Bachelor's degree program must go on an internship abroad or a study-abroad semester. More detailed information and exceptions can be found in the study and examination regulations.
- The Student agrees to take care whilst using classrooms, furnishings and devices made available by the FHWien der WKW in an appropriate way. Should the Student act contrarily, he/she shall be liable for any damages and agrees to indemnify FHWien der WKW and hold it harmless.
- The Student agrees to uphold the study and examination regulations, the library regulations, the IT user regulations, the compliance regulations, the Moodle user regulations, the fire safety regulations and the hygiene and conduct rules to protect against Covid-19 infections and any other internal guidelines and directives in the currently valid version.
- The Student agrees to open the email account created for him/her by the Course Provider at appropriately brief and regular intervals so that the he/she is regularly informed by the mails (see also Item 5.2.5.). Sharing passwords for the student email accounts is forbidden.
- The Student agrees to return any equipment, books, keys, and other materials that have been made available by the Course Provider promptly at the end of the study program or in the event of early withdrawal.
- The Student agrees to promptly notify the Course Provider of any accidents related to the study program (within three days maximum) through the head of the study program or department. This also applies to accidents on the way to or from the Course Provider's site.
- The Student agrees to notify FHWien der WKW of any changes in his/her data, especially changes of address. Until receiving such notification, any communication is considered valid when it is sent to the last address known to FHWien der WKW.
- If nothing else has been separately determined, declarations made by the Student to the Study Program or the Course Provider are to be sent in writing in the original with original signature or

by email via the email account made available to the student by the Course Provider. Both contractual parties accept any risks connected to transmitting declarations of consent via email as normal and necessary in this context.

5.2.2 Mandatory attendance

- The Student agrees to attend all classes for which attendance is mandatory. Classes may also take place on Fridays and Saturdays.
- For student representatives, the relevant particularities based on the law and the study and examination regulations apply with regard to mandatory class attendance.
- The student agrees to contribute to all measures that serve to ensure compliance with mandatory attendance (e.g., adding their name to class attendance lists).
- More details on mandatory attendance are specified in the academic and examination regulations.

5.2.3 Tuition and other fees

- The Student agrees to pay the Course Provider's tuition fees (tuition fees under section 2(2) FHG in the current version are €363.36 for students with EU citizenship, CH citizenship or EEA member countries, others are required to pay €1000) and the student union fee (Austrian Students' Union fee) including all special fees under section 38(2) and(6) University Students' Union Act 2014 (abbreviated: HSG 2014) per semester in advance. Any planned increase in these fees by legislators entitle the Course Provider to make a corresponding increase. Such an increase does not entitle the Student to withdraw from or to interrupt their chosen degree program.
- Payments shall be first applied to the student union fee (Austrian Students' Union fee) then to the special fee and finally to the tuition fee under section 2(2) FHG.
- The tuition fee for the first semester shall also be considered as a non-refundable deposit in the event that matriculation is not completed.
- The Course Provider reserves the right to make regulations beyond this which allow the student fees and/or student union fees including special fees to be waived or refunded in special cases.

5.2.4 Declaration of personal data

- The Student agrees to provide personal data, which must be collected by the Course Provider in compliance with a law, a regulation or an official decision. In this context, explicit reference is made to Item 4.1.2 above "Use of personal data". Changes whilst studying must be communicated immediately.

5.2.5 Publications or communications by the degree program or the Course Provider

- Study-related publications by the degree program and the Course Provider are performed on the corresponding website areas as well as on the intranet and the service pages of FHWien der WKW (FHWien|Online and Moodle). The Student agrees to call up this site at appropriately brief and regular intervals in order to be informed and updated about these publications.
- Furthermore, an email account with internet access (webmail) will be made available for every student (see also Item 5.2.1.). All written communications from the degree program and the Course Provider will only be sent to these email addresses and will thus be considered to have been received. Both contractual parties accept any risks connected with transmitting declarations of intent via email as normal and necessary. The Student agrees to be responsible for opening the emails in this account. The Student is personally and exclusively responsible for any loss of data by wrong forwarding or wrong operation.

- According to section 19(3) FHG, the positively evaluated master thesis shall be published after delivery to the library of the Course Provider. The Course Provider complies with the publication duty both in analogue form through the inclusion of a printed copy of the master thesis into the library stock as well as in digital form through the inclusion of the digital version of the master thesis into the public online catalogue of the library of the Course Provider.

5.2.6 Ceding rights and reimbursements

- The Student shall grant the Course Provider the transferable, temporally and spatially unlimited and exclusive right to use all ideas, concepts, written works as well as videos and radio contributions developed during the course of study for all types of publication, in particular the right to reproduce and distribute including the right to make available and edit and also covers all future, currently still unknown types of use. This granting of rights expressly includes the results of activities carried out for an external client in the course of a practical project at FHWien der WKW in which the student is involved. Excluded from this are the student's Bachelor's thesis or Master's thesis. These may also be used by the student, but only if the course provider is mentioned at the same time.
- The Student has no right to compensation for services and (intellectual) creations performed or realized within the framework of the study program.
- Voluntary compensation from an external client for dealing with a special Bachelor's or Master's thesis topic is allowed.
- Exceptions for publications due to necessary confidentiality requirements regarding sensitive company data can be made with the approval of the Head of the Degree Program.

5.2.7 Copyright

- The teaching, study, learning and examination materials provided within the context of teaching, lectures and examinations remain the intellectual property of the Course Provider and/or author or creator of these works, and are exclusively available to persons who have received them as part of teaching, lectures and examinations, and are for personal use only. As far as no other regulations can be derived from the respective contents of the teaching, study and learning materials, any uses beyond the allowed use of works (e.g. copying or other reproduction for personal use, quoting individual passages of a published article, etc.), such as using materials without the express written consent of the Course Provider or author or creator of the work, are considered violations of copyright and are not permitted.
- The Student acknowledges that filming, photography and making tape recordings or other records of teaching events is prohibited without the prior consent of the lecturer. In particular, this also applies to making available on the internet or in social media networks recordings in which other people are recognizable. In such cases, the prior approval of all people who can be audibly and/or visually recognized must be obtained.

5.2.8 Consequences in the case of evidence of plagiarism

The Student acknowledges that the use of illegal aids in preparing his/her Bachelor's or Master's thesis, in particular copying or plagiarizing from existing works without citing the original, can result in immediate termination of the learning agreement and the annulment of the illegally acquired academic degree, as well as other legal and copyright consequences.

5.2.9 Data Protection and Confidentiality

- The Student agrees to maintain confidentiality with respect to personal data and business secrets of the Course Provider as well as third parties which have come to his/her knowledge as part of the degree program. Excluded are data and information that can be proven to have

been generally known, or to have become known, or which were already known to the Student in an authorized manner before being made available to him/her by the Course Provider.

- The Student agrees to maintain confidentiality towards third parties with regard to research and development activities and their results.
- The Student agrees to maintain confidentiality with regard to personal data which has become known to him/her in the context of a professional or project internship (in particular the data of the company providing the internship), and business secrets of the Course Provider and the company providing the internship.
- The student is aware that
 - Personal data is subject to special protection and that using such data is only possible in specific cases (i.e. for educational purposes)
 - Personal data may not be shared or made accessible to unauthorized persons or positions
 - It is not permissible to procure or edit data unless you have authorization
 - Passwords and any access permissions entrusted to you must be stored carefully and kept secret
 - All possible other conditions about confidentiality must be observed
 - This is valid even after you stop studying at FH Wien der WKW
 - Breaching these confidentiality obligations may have legal consequences (i.e. termination of the learning agreement, paying damages).

6. Termination of the Agreement

6.1 Termination on the basis of mutual agreement

The learning may be terminated by mutual agreement at any time without indication of reasons. Mutually-agreed termination requires the written form.

6.2 Termination by the Course Provider

- The Course Provider may exclude a student under Item 4.1.1. above at any time and with immediate effect. The exclusion has to be made in writing and must contain the reasons for the definitive exclusion. At the same time, the exclusion may also contain a house ban in justified cases.
- The contract ends automatically in the case of failure in the final resit examination.
- The contract also ends automatically upon successful conclusion of the degree program.
- If the student fails to provide the course provider with complete proof of the requirements for admission to the course in the form intended for this purpose by the deadline, the contract shall automatically expire at the end of the deadline for providing proof of the requirements for admission to the course.

6.3 Termination by the Student

A written notice of termination with immediate effect by the Student is possible at any time (an email via the email account provided by the Course Provider is sufficient).

7. Liability of the Course Provider

The Course Provider shall only be liable for damage to property which is based on the intentional or grossly negligent behavior of staff, other employees, teaching staff and other vicarious agents of the Course Provider. Liability for minor negligence is thus excluded.

8. Miscellaneous

- This contract shall be issued in duplicate. One original shall remain with the degree program administration. One copy shall be given to the Student.
- The learning agreement has no fees associated with it.
- All agreements between the Course Provider and the Student shall require the written form. All agreements made with the Student in the context of executing the learning agreement, including all ancillary agreements, are laid down in writing in this agreement. No oral agreements have been made. Any changes or supplements to the educational contract require the written form. Any change to this requirement for the written form must be made in writing.
- Austrian law applies.
- This is a translation of the *Ausbildungsvertrag*. In the event of a dispute, the German version is applicable.

Date

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Ing. Mag. (FH) Michael Heritsch, MSc
Chief Executive Officer

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Student

FHW Fachhochschul-Studiengänge
Betriebs- und Forschungseinrichtungen
der Wiener Wirtschaft GmbH