FH | JOANNEUM
University of Applied Sciences

# TRANSLATION
# Student Agreement
**for admission to**
**FH JOANNEUM Ltd.**
**as a degree student**
**on**
**FH degree Programme Name**
**(Code)**

This Agreement is entered into by and between

FH JOANNEUM Ltd.

FN 125888f, Commercial Register of the Regional Court for Civil Matters in Graz

Alte Poststraße 149, 8020 Graz

hereinafter referred to as "FH JOANNEUM",

**and**

First Name Last Name

Date of Birth

Address

Postal Code City

Country

hereinafter referred to as "Student".

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1. Subject matter, duration of the contract

   1.1 The student is admitted to the above-mentioned FH JOANNEUM degree programme as of the academic year 20xx/xx.

   1.2 This contract comes into effect upon the student's electronic acceptance of the contract via the FH JOANNEUM Campus Management and Application Portal, and upon payment by the student of the tuition fee and the student contribution (ÖH contribution) for the first semester (suspensive condition). Payment must be made no later than 14 days after receipt of the payment request.

   1.3 The present contract is also subject to the condition that the compulsory admission requirements are fulfilled by 31st October (if the studies begin in the winter semester) or 31st March (if the studies begin in the summer semester) of the first semester of studies at the latest and that the student has provided evidence of this. If these admission requirements are not proven in time or not completely fulfilled, the study contract shall be terminated retroactively and the student shall lose his/her place of study at FH JOANNEUM. This does not apply to additional examinations according to § 4 para 8 FHG with potential other deadlines.

2. Legal basis and associated documents

   2.1 The following general and legal documents (as amended) shall provide the legal basis of the Student Agreement:
   - the University of Applied Sciences Act (FHG),

- the Act on Quality Assurance in Higher Education (HS-QSG),
- the ordinances issued by the Agency for Quality Assurance and Accreditation Austria (AQ Austria),
- the Student Union Act 2014 (HSG 2014),
- all other relevant laws and ordinances.

The following legal documents (as amended) shall additionally apply to students on the Health Studies programmes:

- the Federal Act Regulating High Level Allied Health Professions (MTD-G), including the relevant ordinances, in particular the Ordinance on Education for High Level Allied Health Professions at Universities of Applied Sciences (FH-MTD-AV),
- the Midwifery Act (HebG), including the relevant ordinances, in particular the Ordinance on Midwifery Education at Universities of Applied Sciences (FH-Heb-AV),
- the Health Care and Nursing Act (GuKG), including the relevant ordinances, in particular the Ordinance on Training in Health Care and Nursing at Universities of Applied Sciences (FHGuK-AV).

2.2 The following documents (as amended) shall form an integral part of this Student Agreement:

- the relevant accreditation notification of the Agency for Quality Assurance and Accreditation Austria (formerly FH Council) for the selected degree programme,
- the provisions of the curriculum,
- the statute according to Sec. 10 (3) (10) FHG, including the Study and Examination Regulations and the regulations on good scientific practice and plagiarism,
- the usage guidelines for the provision and use of a student ID card,
- the regulations on the levying of tuition fees/cost contributions according to Sec. 2 FHG,
- the IT Regulations at the relevant place of study/site,
- the Library Regulations at the relevant place of study/site,
- the Fire Safety Regulations at the relevant place of study/site,
- the guidelines for field trips and excursions,
- the House Rules for the premises and infrastructure of the respective place of study/site and the relevant programme-specific Laboratory/Workshop Regulations.
- the Parking Regulations at the relevant place of study/site and
- the Data Protection Handbook and data protection regulations at the relevant place of study/site.

2.3 **The documents listed in section 2.2 may be subject to changes, which shall become binding on the present contractual relationship once they enter into force. Changes shall be made under the conditions specified in section 6.**

3. Site and duration of study

3.1 The specific site is specified in the accreditation notification of the relevant degree programme of the university of applied sciences.

3.2 **The Student agrees to attend individual courses at other FH JOANNEUM locations or other universities or places reachable by public transport subject to the requirements of FH JOANNEUM or the relevant degree programme.**

3.3 The regular duration of study is specified in the accreditation notification of the relevant degree programme of the university of applied sciences.

4. Rights and obligations of FH JOANNEUM, conferring the academic degree, liability of FH JOANNEUM

4.1 FH JOANNEUM undertakes to create the conditions necessary for the completion of the above degree programme in accordance with the legal basis specified in section 2.1 and the associated documents specified in section 2.2.

4.2 **FH JOANNEUM is entitled to schedule lectures and exams on Saturdays and Sundays and in exceptional cases also outside teaching hours provided that the students are notified in good time.**

4.3 The graduation documents conferring the relevant academic degree can only be handed over or sent following a resolution of the chairperson of the University of Applied Sciences Board pursuant to Sec. 10 (4) (4) FHG. **There may be a period of up to four weeks between the final board examination pursuant to Sec. 16 FHG and the handing over or sending of the graduation documents (including but not limited to the graduation certificate, awarding document, Diploma Supplement).**

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4.4 FH JOANNEUM is entitled to withhold the conferment of the academic degree until the Student has returned all objects and items made available to him/her by FH JOANNEUM (access cards, copy cards, borrowed books or media, hardware, software etc.) and settled any unpaid bills (e.g. library fees, Erasmus+ reclaims).

4.5 FH JOANNEUM shall not be liable for financial losses in the case of slight negligence, with the exception of breaches of material contractual obligations. This exclusion of liability shall not apply in the case of personal injury.

4.6 FH JOANNEUM shall be entitled to take all measures necessary to protect its employees and students in the event of an epidemic or pandemic. For example, students may be required to present appropriate proof of non-infectiousness in order to take part in classes and examinations that must be held in person for practical or technical reasons. Students may also be required to wear protective masks and adhere to any other mandatory hygiene and safety measures. Students who do not comply with mandatory testing or measures will not be allowed to take part in in-person classes and examinations.

4.7 FH JOANNEUM undertakes to provide the student ID card to the student. The student ID card can only be handed over after the student has submitted a photo (portrait photo).
The relevant data protection information can be found at https://www.fh-joanneum.at/en/university/organisation/notifications/legal-principles-and-contractual-terms-for-students/. The usage guidelines of the student ID card are sent to the students by e-mail at the beginning of their studies.

5. Rights and obligations of the Student

5.1 The Student is entitled to participate in regular studies in accordance with section 4.1, in particular that every effort is made to teach the relevant subjects of the curriculum as defined subject to any necessary adaptations.

5.2 **The Student undertakes to use any email addresses provided by FH JOANNEUM in his/her communications with FH JOANNEUM and in particular with its lecturers and to regularly check his/her inbox and make every reasonable effort to ensure that emails can be received (e.g. by clearing his/her inbox). Any notice delivered to the Student's postal address made known to FH JOANNEUM or sent to the email address provided by FH JOANNEUM shall be considered to have been served on the Student according to civil law provisions; this shall apply in particular to the notification of dates for (board) examinations.**

5.3 The Student bears sole responsibility for obtaining a residence permit or other relevant permit, authorisation and/or the like required to study at FH JOANNEUM and also bears sole responsibility for maintaining and renewing such a residence permit, authorisation and/or the like. He/She will notify FH JOANNEUM immediately without being requested to do so and answer any enquiries FH JOANNEUM may have in this respect.

5.4 The Student shall meet all requirements for admission, in particular the legally required professional and health suitability, as well as any mandatory vaccination and/or proof of immunity (in accordance with programme-specific requirements). The Student must meet all relevant requirements throughout the period of study and is obliged to check his/her immunisation status and obtain a booster vaccination and/or proof of immunity (according to degree programme specific requirements) on a regular basis or according to FH JOANNEUM's specifications in order to ensure seamless and comprehensive protection.

In the event of a suspected, proven or temporary loss of job-specific aptitude, FH JOANNEUM is entitled to assess such aptitude itself or to have it assessed.

**Failure to meet the required prerequisites, or refusal to undergo an assessment of professional aptitude due to suspicion, or in the event of a proven or temporary loss of such aptitude, entitles FH JOANNEUM to immediately expel the student from the programme and to terminate the study contract with immediate effect.**

5.5 If a placement of a compulsory internship provided for in the curriculum requires a special vaccination status and/or proof of immunity, this must be submitted by the student. In the absence of vaccination and/or proof of immunity, an internship place cannot be guaranteed by FH JOANNEUM. FH JOANNEUM cannot accept any liability for delays in the progress of studies resulting from this.

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5.6 The Student undertakes to reimburse FH JOANNEUM for all actually incurred costs exceeding the costs of materials, equipment and other services related to the regular, day-to-day business of the degree programme – provided that FH JOANNEUM asserts such claims. This shall include but not be limited to costs of specific third-party liability insurance, the organisation of non-mandatory activities (e.g. voluntary field trips or excursions), the provision of teaching and learning materials in addition to the materials specified above, books or bound scripts, or extraordinary copying expenses. In the event of a pandemic, FH JOANNEUM shall also be entitled to charge for the provision of any personal protective equipment (e.g. face mask), tests or vaccines required.

5.7 The Student undertakes to provide FH JOANNEUM with a portrait photo for use on the student ID card. The Student undertakes to use the student ID card issued to her/him as proof of student status only for the duration of his/her studies. Should the student card be misused beyond this, the Student shall indemnify FH JOANNEUM and hold FH JOANNEUM harmless.

5.8 The Student shall immediately and verifiably notify the head of degree programme in writing of any accidents that have occurred within the context of the degree programme and shall also immediately report any damage, especially damage caused to FH JOANNEUM property and equipment.

5.9 Students are obliged to have available the appropriate technical equipment required for e-learning and electronic examinations when commencing their studies.

## 6. Cancelling the degree programme/courses, changing courses, the site or the course location and other changes to the contract components

**6.1 FH JOANNEUM shall be entitled to dissolve the Student Agreement or may decide not to start a specific degree programme or any particular year of a degree programme if the minimum number of participants required for the start of that degree programme is not reached.**

**6.2 FH JOANNEUM has the right to cancel courses if the specified number of participants has not been reached when the course is due to start. In this case, the Student will be offered a reasonable and adequate replacement as soon as possible to ensure that his/her studies are not delayed.**

**6.3 FH JOANNEUM reserves the right to make changes to the days, places and dates of courses/other events and teaching staff.**

**6.4 The Student agrees that in the event of a change of location of his/her degree programme he/she will continue the degree programme at a new location.**

**6.5 The Student also acknowledges that substantial changes may also be made (curricula, name of degree programme etc.) in particular in order to develop the degree programme in line with (inter)national developments.**

**6.6 FH JOANNEUM will exercise its unilateral rights of (service) modification in accordance with sections 2.3 and 6.3 to 6.5 to an extent acceptable to the Student. Rights of modification are considered acceptable in particular if:**

- **they have been approved by AQ Austria and/or other competent bodies such as ministries and public authorities in a legally valid or effective manner, or**
- **they have been decided or approved by the University of Applied Sciences Board in a legally valid or effective manner, or**
- **they have been decided or approved by the head of degree programme within his/her competence according to FHG or the FH JOANNEUM statute in a legally valid or effective manner, or**
- **they have been instituted in agreement with the Austrian Student Union (ÖH) and/or with student union representatives at university or programme level, or**
- **they are justified on factual grounds, e.g. if a member of teaching staff is unable to carry out his/her duties (due to illness) and there is a similarly qualified replacement, or**
- **they have no impact on the course of studies, or if**
- **there is an appropriate transitional or preparation period in the case of substantial changes, or**
- **the course of studies to be provided could not be offered as a result, or**
- **they have to be implemented because of legislative changes or other legal changes, or**

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- **they ensure that in the event of a change of site or a change of course venue, the new site/ course venue can be reached by public transport.**

**6.7** **Students must be notified of such changes or any other changes to the regular course of study as soon as possible.**

**6.8** **These changes do not affect the validity of the Student Agreement in any way. In the case of a change, however, the student has the right to (early) termination of the Student Agreement in accordance with section 10.1. hereof; any further legal claims of any kind shall be expressly excluded.**

7. Tuition fees, student union fees (ÖH membership fees), including any special contributions

7.1 In accordance with Section 2(2) of the University of Applied Sciences Act, as amended, the student is obliged to pay a tuition fee of currently EUR 363.36 per semester. Should the legislator increase the prescribed tuition fee, FH JOANNEUM reserves the right to increase the tuition fee by the same amount as that set by the legislator.

7.2 Full payment of the tuition fees and student contribution is a prerequisite for commencing studies in the relevant semester. The collection of tuition fees and the student contribution is governed by the "Beitragsordnung der FH JOANNEUM idjgF (FH JOANNEUM Fee Regulations as amended)".

7.3 Students from third countries who do not fall under the persons mentioned in the Regulation on Eligible Groups of Persons, issued by the competent Federal Minister, and who have been granted a residence permit for students according to the Settlement and Residence Act, are required to pay double tuition fees amounting to EUR 726.72 per semester.

7.4 The student fee, including any special contributions, is also payable during suspension of studies.

8. Processing of personal data and confidentiality

8.1 FH JOANNEUM is entitled to process and transmit personal data in compliance with the applicable laws. This shall include in particular the right to process personal data for the performance of the contractual obligations of FH JOANNEUM or the Student and the obligation of FH JOANNEUM to process and transmit personal data in accordance with the provisions of the Education Documentation Act (BidokG 2020), the University & Higher Education Statistics & Education Documentation Ordinance (UHSBV) and the Austrian Student Union Act (HSG 2014). Further information according to Arts. 13 and 14 of the General Data Protection Regulation (GDPR) can be found on the FH JOANNEUM web page at https://www.fh-joanneum.at/en/university/organisation/notifications/legal-principles-and-contractual-terms-for-students/.

8.2 The Student is obliged to provide personal data required by FH JOANNEUM to fulfil the legal and contractual obligations of the contracting parties.

8.3 The Student shall immediately and verifiably notify the Division of Continuing Education, Study Administration and Study Law in writing of any changes in respect of the personal data provided (last name, address, etc.) or change the relevant data himself/herself by using a special IT application provided by FH JOANNEUM.

8.4 The Student shall keep any and all confidential information received in the course of his/her studies strictly confidential and shall not disclose such information to unauthorised third parties. Confidential information shall include but not be limited to industrial and trade secrets, data (including but not limited to personal data within the meaning of the Data Protection Act such as corporate data, income data, biometric data, location data and data about health and sexual life), designs, know-how, analyses, calculations, copies and other relevant documents obtained in any way by the Student in the course of the lectures and internships provided by FH JOANNEUM or at the training or internship companies. Failure to comply with this confidentiality obligation may render the Student fully liable, at least under civil law. This provision shall be without prejudice to confidentiality obligations stipulated in other provisions (e.g. Data Protection Act as amended). The confidentiality obligation with respect to confidential information shall remain effective after the end of the studies without restrictions.

9. Copyright, usage right and exploitation right

9.1 The teaching, study and learning materials provided as part of teaching, the course or the exams remain the intellectual property of FH JOANNEUM or the respective author, and they are only available to individuals who were given them as part of teaching, the course or the exams. Unless provided otherwise in the respective teaching, study and learning materials, the work may not be used in any way that exceeds free use (e.g. copying

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the work for own and private use, citing individual sections from a published work etc.) and is thus in conflict with copyright laws without the express written consent of the copyright holder.

9.2 All works under copyright law created by students in the context of teaching, studying and examinations, either independently or in cooperation with others, remain their intellectual property. The Student expressly states that she/he grants FH JOANNEUM the unlimited (with regard to place and time) right to use the work in any way, including online. Similarly, the Student – under the provisions of Sec. 19 (3) FHG – grants permission for his/her Bachelor's or Master's theses to be stored electronically. The Student grants permission for his/her Bachelor's theses to be published within the university, including a download option for authorised persons. The Student grants permission for her/his Master's thesis to be published worldwide, including a download option for authorised persons.

9.3 If the Student intends to conclude an individual agreement with a company concerning works created as part of an internship or co-op programme, she/he shall notify FH JOANNEUM via the head of degree programme by submitting the agreement to be concluded in advance. If FH JOANNEUM does not object to the agreement within 2 weeks of notification, the agreement shall be deemed to be approved. Such agreements shall take precedence over the provisions of sections 9.2, 1st paragraph, 9.6, 9.7 and 9.8.

9.4 Individual work-related agreements may, notwithstanding sections 9.2, 1st paragraph, 9.6, 9.7 and 9.8, be concluded at any time in writing between the Student and FH JOANNEUM via the head of degree programme.

9.5 The Student acknowledges that taking videos, photographs or making sound recordings or other recordings of classes, lessons and examinations is prohibited without the express prior consent or approval of the lecturer. This also includes making recordings of other identifiable individuals available on the internet and the social networks. In this case, prior written consent or approval adequate to the planned use must be obtained from all identifiable individuals, especially individuals that are visually and/or acoustically identifiable.

9.6 The Student shall offer FH JOANNEUM any inventions within the meaning of the Patent Act (PatG) or the Utility Model Act (GebrMG) that were made during the course of study for third parties (such as projects for companies as part of an individual course) (subject to an agreement to the contrary according to 9.3 or 9.4). FH JOANNEUM has the right to claim the invention within four months of the date of the offer. This means that FH JOANNEUM exclusively acquires all rights to the invention, especially the right to transfer them to third parties (e.g. project partners). If FH JOANNEUM claims the invention, it shall pay the Student an appropriate remuneration within the meaning of Sec. 9 PatG within six months of claiming the invention.

9.7 The Student transfers to FH JOANNEUM all exclusive rights to other work results (works within the meaning of copyright law, utility models/designs, logos etc.) that were created in the context of projects for third parties (such as projects for companies as part of an individual course) (subject to an agreement to the contrary according to 9.3 or 9.4).

9.8 The Student grants FH JOANNEUM all non-exclusive rights (especially copying) to his/her works (works within the meaning of copyright law, utility models/designs, logos etc.) required for the purpose of holding classes on e-learning platforms (subject to an agreement to the contrary according to 9.4).

10. Termination of the Agreement

10.1 The student is entitled to terminate the contract without giving reasons and without observing a notice period. Student fees (ÖH fees) paid will not be refunded if the student leaves early, for whatever reason. Any refund of tuition fees is governed by the document “Beitragsordnung der FH JOANNEUM idjgF (FH JOANNEUM Fee Regulations as amended)”. Termination of the contract must be notified to FH JOANNEUM in writing and/or electronically, with proof of receipt.

10.2 FH JOANNEUM shall be entitled to terminate the Agreement for good cause without giving notice.
The following may be considered good cause:

- failure of the Student to participate in statutory statistical surveys (e.g. UHStat surveys according to Sec. 18 (6) of the Education Documentation Act 2020 (BidokG 2020);
- serious violations of this Agreement and of the regulations listed in section 2.2, e.g. Studies and Examination Regulations, regulations on good scientific practice and on plagiarism;
- use or attempted use of unauthorised aids during examinations, projects or written work;
- repeated non-compliance with examination dates and/or submission deadlines without sufficient lawful justification;

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- soiling, damage or any other actions of the Student or objects or animals related to him/her that impair or disturb regular operations;
- the minimum number of participants specified for the degree programme has not been reached 30 calendar days after the start of the 1st semester;
- failure to attend courses for an extended period of time without substantial reasons;
- failure to obtain a residence permit or similar authorisation entitling the Student to study at FH JOANNEUM;
- conviction of the Student for a criminal offence which would also result in loss of public office in accordance with existing statutory provisions;
- criminal or illegal acts related to studying or against members of FH JOANNEUM, or reprehensible or inappropriate behaviour towards members of FH JOANNEUM or similar as part of professional internships or towards contractual partners of FH JOANNEUM and their staff (including but not limited to insult, libel and slander, stalking, mobbing, bullying, sexual harassment and sexism, racism and similar behaviour);
- any reasons stipulated by law that lead to or enable the immediate termination of studies unless the studies and the Agreement terminate automatically;
- any personal conduct that might seriously damage the public reputation of the degree programme or FH JOANNEUM (including but not limited to social networks and at public events organised by FH JOANNEUM);
- non-compliance with financial obligations despite a written warning;
- failure to pay tuition fees and/or student union fees (ÖH membership fee), including any special contributions payable;
- failure to fulfil the requirements for admission, including but not limited to section 5.4.

10.3 The Agreement shall terminate automatically and without requiring further explanation:

- upon successful completion of studies or
- negative assessment of the last possible examination resit and expiry of the one-month notification period for repeating a year following announcement of the examination result according to Sec. 18 (4) FHG as well as
- after a negative assessment of the last possible permissible repetition of an examination in the repetition year.

11. Severability

11.1 Should a provision of this Agreement be in contradiction to mandatory statutory or regulatory provisions, the relevant statutory or regulatory provision shall apply.

11.2 This shall not affect the existence of this Agreement. If individual provisions prove to be invalid for any reason whatsoever, this shall not affect the validity and enforceability of the remainder. In the latter case the contracting parties shall unanimously agree to replace the invalid provision by a new provision which comes as close as possible to the purpose and original intent of both contracting parties.

12. Written form requirement

12.1 Any modification of, and/or amendment to, this Agreement shall be made in writing to be valid. The same applies to any waiver of this written form requirement.

12.2 There are no oral agreements with respect to this Agreement.

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13. Applicable law and jurisdiction

13.1 This Agreement shall be governed exclusively by Austrian law excluding the UN Sales Convention and the conflict of law rules (e.g. IPR Act).
**Consumers:** If the Student's habitual residence is not in Austria, Art. 6 (4) of the Rome I Regulation stipulates that the service specified in this Student Agreement must be exclusively provided in Austria, not in the country where the Student has his/her habitual residence.

13.2 The sole place of jurisdiction for any disputes arising from or in connection with this Agreement shall be the competent court in Graz.
**Consumers:** Regarding complaints against consumers within the meaning of the Consumer Protection Act (KSchG) who have their domicile or habitual residence in Austria or are employed in Austria, the place of jurisdiction within the meaning of Sec. 14 KSchG is the district where the consumer have their domicile, habitual residence or place of employment. If the contract was entered into with a consumer who is resident in a member state of the European Union (except Austria), Iceland, Norway or Switzerland, then the sole place of jurisdiction for any lawsuits filed against the consumer is the relevant local competent court.

**If the Student qualifies as a consumer according to the Consumer Protection Act (KSchG):**

**The Student has the right, provided the conditions for withdrawal under the Consumer Protection Act (KSchG) or the Distance and Off-Premises Sales Act (FAGG) are met, to withdraw from this contract in writing within 14 days of the contract being concluded, without giving any reason.**

**The Student declares that he/she has been provided with all information required, in particular according to Sec. 5a KSchG prior to concluding the contract.**

**The Student hereby expressly confirms that he/she has read, understood and fully accepts the entire Agreement, in particular sections 6.6 and 10.2.**

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