

LEARNING AGREEMENT

concluded between

FH Kärnten – gemeinnützige Gesellschaft mbH (Carinthia University of Applied Sciences)

Europastraße 4

A-9524 Villach

represented by the management

hereinafter referred to as "CUAS",

and

hereinafter referred to as "*student*".

1. SUBJECT MATTER AND CONTRACTUAL BASIS OF THE LEARNING AGREEMENT

1.1. Subject matter of the Learning Agreement is the _____ degree program

to which the student shall be admitted at the start of the academic year _____ at CUAS.

1.2. The degree program shall be provided based on the following regulations, each as amended from time to time:

- i. Federal Act on University of Applied Sciences Degree Programs (FHG), Federal Law Gazette BGBl 340/1993
- ii. University Quality Assurance Act (HS-QSG), Federal Law Gazette BGBl 74/2011
- iii. Students' Union Act (HSG 2014), Federal Law Gazette BGBl 45/2014
- iv. Federal Act on Documentation in Education (BilDokG), Federal Law Gazette BGBl 12/2002
- v. Ordinance on University Statistics and Documentation in Education (UHSBV), Federal Law Gazette BGBl II 216/2019
- vi. Ordinance of the Board of the Agency for Quality Assurance and Accreditation Austria on the Provision of Information on Study Operations (FH-BIS-Verordnung)
- vii. The relevant house rules and any other regulations relating to the sites at which courses take place (in particular but not limited to the library and laboratory regulations, fire safety regulations, the regulations on use relating to the teaching and research facilities, computer use regulations (ITC regulations))
- viii. Degree course scheme for the degree program mentioned under Section 1
- ix. Statutes of the Academic Council of CUAS, especially the Study and Examination Regulations as well as other (study-legal) guidelines issued by the Academic Council (in particular but not limited to the guidelines on good scientific practice and the guidelines on the awarding of merit scholarships)
- x. CUAS specifications regarding current Covid 19 guidelines
- xi. CUAS Code of Conduct

- xii. For students of a corresponding health science degree program, the relevant legal regulations governing health and health professions shall additionally apply, such as currently
 - a. the Federal Act on Medical and Technical Services (MTD-Gesetz) as well as the UAS Study Regulations of the Federal Act on Medical and Technical Services (FH-MTD-AV),
 - b. the Midwives Act (Heb-Gesetz) as well as the UAS Study Regulations of Midwifery (FH-Heb-AV),
 - c. the Health Care and Nursing Act (GuK-Gesetz) as well as the UAS Study Regulations for Health Care and Nursing (FH-GuK-AV).

- 1.3. The legal foundations are publicly accessible, each as amended from time to time, and can be downloaded by the student from the Intranet and/or are handed out together with the Agreement.
- 1.4. CUAS is determined to ensure that the curriculum and the degree course scheme meet the requirements of the labour market, the scientific standards and the quality standards. The curriculum and/or degree course scheme may be subjected to modifications or revisions as a result of this necessary consideration and/or due to changes in the contractual basis. Amendments to the contractual foundations shall become binding for this contractual relationship the moment they take effect. Resulting from the freedom of teaching and the continual need to adjust the contractual basis to practical requirements, possible changes in law and to economic and organisational requirements, such changes or revisions are objectively justified and shall have no effect on the validity of this Agreement. The student shall acknowledge that such amendments as well as revisions are justified from the point of view of the freedom of teaching.

2. RIGHTS AND OBLIGATIONS OF CUAS

- 2.1. CUAS shall have the duty to plan and implement the UAS study programme for the duration of a full course of university education, provided that enough qualified students can be admitted. CUAS shall have the duty to ensure that degree programs are running smoothly, so that the degree program can be successfully completed within the prescribed period of study. If the selected CUAS degree program is unable to admit the number of students needed to conduct the degree program, CUAS shall be entitled to prevent the UAS degree program from starting and terminate the Learning Agreement due to the lack of sufficient qualified students. Students affected shall be informed of this promptly. In such cases, an already paid tuition fee shall, in all events, be refunded to the student.
- 2.2. CUAS shall have the duty to issue a student ID card and, at the end of each semester, provide performance records (Transcripts of Records) and issue performance-based degree certificates.
- 2.3. CUAS shall have the duty to enable the student to download and print a corresponding performance record via "aCTions", the administrative system of the degree program, no later than four weeks after performing all of the grade-relevant work in a course and/or module. Final examination documents and other confirmations due to the termination of the contract will be immediately issued by CUAS once the student has ensured that there are no open claims to be settled (such as costs incurred by not returning books, lab garments or keys, open fees, open excursion costs or any other costs incurred for CUAS).
- 2.4. If the degree program includes areas of specialisation, a study place can only be provided if such a place is available. If the number of registrations for a certain area of specialisation is higher than the available study places, the places are awarded in accordance with a separate selection procedure based on criteria that are defined in the degree program and shall be communicated to the student in good time. In addition, CUAS cannot guarantee that an area of specialisation can be

organised and made available. Accordingly, the student shall not have the right to a place in a certain area of specialisation.

- 2.5. The place of study results from the chosen UAS degree programme and can be changed or relocated unilaterally by CUAS. Irrespective of that, individual parts or areas of the degree program, as well as individual courses and/or modules, may also take place outside of the specific place of study at another location or place. Individual courses or modules may also be held exclusively online in a "virtual classroom". In such cases, CUAS shall have the duty to inform the students of such changes as soon as possible. It shall be the sole responsibility of the student to organise travel to such location.
- 2.6. Should one or multiple course(s) be cancelled or postponed due to illness of the instructor, force majeure or any other unforeseen events, the student shall have no right to the implementation of the course(s). In such cases, CUAS shall not be liable for the reimbursement of any costs whatsoever - except in the case of wilful intent and gross negligence. In the event of force majeure, CUAS shall reserve the right to alter and/or adjust teaching and study operations to suit the circumstances resulting from the event of force majeure.
- 2.7. Education at CUAS may include field trips. Travel in the context of field trips shall take place at the students' own risk; CUAS shall not be held liable for damages of any kind.
- 2.8. CUAS has the duty to subject personal data to computer-assisted processing and forward statistical personal data in the context of the applicable laws and regulations (specifically the Education Documentation Act, Bildungsdokumentationsgesetz).
Processing of personal data only takes place at CUAS if there is a standard basis for such processing, as defined in the Data Protection Act (specifically a declaration of consent or contract fulfilment/ fulfilment of a legal obligation).
- 2.9. For students to be admitted to health science degree programs, CUAS shall have the additional duty to demand evidence that the student is medically fit by presenting a medical certificate using a standardised form. Proof of integrity (clean (criminal) record) is also to be demanded. The student must submit these certificates to the degree program director before starting the degree program. Such certificates, however, must meet the terms of the Data Protection Act by exclusively confirming the student's fitness and not disclosing any medical reports of specialists.

3. RIGHTS AND OBLIGATIONS OF THE STUDENT

3.1. TUITION FEE AND STUDENT-UNION FEE

- 3.1.1 Pursuant to § 2 subsection 2 of the FHG, CUAS is entitled to collect a tuition fee amounting to EUR 363.36 per semester. If the legislator increases the tuition fee specified in § 2 subsection 2 of the FHG, CUAS shall have the right to increase the tuition fee to the same degree.
- 3.1.2 Pursuant to § 4 subsection 10 of the FHG, the student is a member of the Austrian Student Union. Accordingly, CUAS has the duty to collect a student-union fee per semester in the respective amount (§ 38 HSG 2014), which is then transferred to the Austrian Student Union. The student-union fee is also collected for each semester in which an interruption of studies is requested and approved.
- 3.1.3 The request for payment will be sent to the student's e-mail account. It states the amount payable and a personal accounting number.
- 3.1.4 The amount payable according to the electronic request for payment is to be transferred to the account of CUAS in a single payment transaction. When paying, it is mandatory to enter the accounting number included in the payment request into the customer data field. Failure to add this information will lead to delays in further processing. Payment is exclusively made into the account intended for this purpose.
- 3.1.5 The tuition fee and the Student-Union fee are payable in advance and within the payment period specified in the payment request. In the event that the tuition fee is not paid in time, the student is granted a period of grace (does not apply to first semester students). If the fee is paid

within the period of grace, the amount of tuition fee is increased by 10%. If the tuition fee is still not paid by the end of the period of grace, this Learning Agreement ends automatically.

- 3.1.6 No tuition fee needs to be paid for times for which the degree program director has granted an interruption of studies in writing.
- 3.1.7 The reimbursement of an already paid tuition fee is basically only possible for applicants who waive their intention of commencing studies before they register. A written application is required if the fee is to be reimbursed. The application form is available at the administration office of the CUAS degree program. The relevant administration office must be in receipt of the application by October 31 (in case of winter semester) and by March 31 (in case of summer semester), the latest. If the application is submitted in time, the student agrees to receive a refund by bank transfer with the effect of discharging the debt of CUAS. At CUAS's option, the transfer can be paid either (i) into the identifiable account of the payer, or (ii) using correct and complete bank details disclosed by the applicant(s) himself/themselves. If the application is approved, the tuition fee less a processing fee amounting to €100.00 shall be reimbursed by early December for the winter semester and early May for the summer semester. There is no legal right to reimbursement.
- 3.1.8 The reimbursement of an already paid in Student-Union fee is basically carried out via the Austrian Student Union ("Österreichische Hochschülerschaft").

3.2. Further obligations

Specifically, the student shall have the duty to

- comply with the Learning Agreement and its contractual foundations in terms of Section 1, particularly the Study and Examination Regulations and the house rules as amended from time to time.
- attend the courses and modules according to the degree course scheme, meet the attendance requirements as specified in the Study and Examination Regulations by using the attendance monitoring systems as applied by CUAS, participate actively and positively in the study courses and observe the degree course scheme and the examination and assignment deadlines in accordance with the Study and Examination Regulations.
- give notice of illness or other reasons preventing them from attending courses in due time and provide proof accordingly. Excuses or medical certificates (only doctor's certificates without any medical reports or diagnoses from specialists) have to be presented as defined in the Examination Regulations.
- specify in full any sources used when writing papers, in particular final papers and theses, and use the course materials made available to them for personal purposes only and not forward them to others.
- observe the regulations on use relating to the teaching and research facilities, the instructions given by the responsible persons, the safety-related provisions and/or the instructions given by the staff responsible for safety and ensure compliance (rules and regulations in relation to the building, fire protection, laboratory, library, computer use regulations (ITC regulations), each as amended from time to time).
- deal with the other students, the teaching staff and all other persons who they have contact with in the course of their studies in a respectful way and adjust their behaviour to the rules of the CUAS Code of Conduct, and ensure that the teaching and research activities of an open-minded educational institution are not impeded.
- pay all fees in due time, otherwise CUAS shall be entitled to refuse the issue of final documents.
- participate in writing in the anonymous evaluations conducted by CUAS with the purpose of actively helping to shape the further advancement of degree program and teaching.
- use the created IT user account, e-mail address and access to the Internet exclusively for study purposes. It is forbidden to forward the password for the student account to others.

3.3. Additional study requirements

Due to the study requirements created by the legislator or other legal foundations, the learning agreement between the student and CUAS may be linked to the fulfilment of additional study requirements (such as proof of an existing immune status/preventive vaccinations) by the student. CUAS as well as internships for the completion of compulsory internships provided for in the curriculum can link the possibility of completing the degree program to the fulfillment of these additional study requirements. If these requirements are not met, it may not be possible to complete the internship or degree program. CUAS informs the student about the necessary requirements in due time, but does not assume any liability in case the student does not fulfill the study requirements in time or does not fulfill them completely. The student is solely responsible for fulfilling the study requirements.

4. USE AND PROCESSING OF DATA, DILIGENCE AND CONFIDENTIALITY

- 4.1. CUAS is obligated and entitled to process and transfer personal data to the extent permitted by applicable law. This particularly includes the processing of personal data for fulfilling the contractual obligations of CUAS or students and the processing and transfer of personal data pursuant to the requirements of the University of Applied Sciences Act (FHG), the Educational Documentation Act (Bildungsdokumentationsgesetz) and the Ordinance on University Statistics and Documentation in Education as well as the Austrian Union of Students Act (HSG) 2014. For that reason, the student is required to CUAS of his/her personal data to the extent that CUAS requires such data to fulfil legal and contractual obligations.
- 4.2. The student shall immediately notify CUAS of any changes to the supplied personal data, in particular to second name, place of residence and/or address for service.
- 4.3. CUAS shall provide the student with a student e-mail address within the scope of the IT user account set up for him/her. All notifications via e-mail from CUAS to the student shall be sent exclusively to this e-mail address. The student acknowledges this as proper delivery by CUAS.
- 4.4. In terms of modern and high-quality education, CUAS is increasingly using e-learning. In order to provide and improve e-learning resources, it is necessary to process the students' personal data. Information about scope and purpose of each respective data processing activity is provided in the platform-specific usage rules in accordance with the relevant legal data protection regulations. The use of e-learning resources is required for particular courses and may in future become a mandatory requirement for further courses as well. If students refuse to use the provided e-learning resources or to have their personal data processed in the context of such use, it will not be possible for them to complete such courses, and in some cases it may not be possible for such students to complete the degree program.
- 4.5. The student shall have the duty to keep strictly confidential
 - any UAS-related information of employees or students of CUAS or other persons,
 - business or trade secrets of CUAS,
 - research and development activities and results,which they might become aware of in the course of their studies, and not to disclose them to third parties.
- 4.6. In the course of a work placement or project-related internship or a job with a cooperation partner of CUAS, the student shall additionally have the obligation of secrecy and shall maintain data confidentiality in view of any personal data he/she becomes aware of (in particular client data), business secrets of CUAS as well as any such data of the host organisation.
- 4.7. The student has the duty to treat any equipment, library media (print and e-media), keys or other materials made available to him/her in the course of his/her UAS study programme with utmost care and exclusively according to their intended study-related purposes. The student has the duty to report any damages that may have occurred to UAS property. In the case of theft, loss or damage

of objects which the student carries with him/her, particularly of valuables, CUAS shall assume no liability.

- 4.8. The student additionally has the duty to return any equipment, library media (print or e-media), keys or other materials, which he/she was provided with in the context of a CUAS degree program, without delay if he/she discontinues his/her studies prematurely. Upon completion of the degree program, any materials provided are to be returned to the respective administrative CUAS degree program office immediately after the final examination. At all events, such materials must be returned before the academic graduation ceremony is held. Unless you have a certificate of discharge from the library and the facility management (if keys are handed out for rooms intended for educational purposes), no final certificates will be issued.

5. INTELLECTUAL PROPERTY

5.1. Teaching and study materials

Any teaching or study materials provided in the context of teaching, study courses or examinations shall remain the intellectual property of the CUAS and/or the respective author as originator. Unless any other regulation can be derived from the respective contents of the teaching and studying materials, any use exceeding the limitations to copyright (e.g. copies or other reproductions for own use, citations of individual passages of a published literary work, etc.) and, consequently, any use of any materials of the CUAS infringing the provisions of copyright law without the express written approval of the CUAS or the author is not permitted.

Infringement of copyright law may cause the legitimate author and/or CUAS to assert claims for damages and/or lead to the termination of this Agreement.

5.2. Filming, photography and tape recordings

5.2.1. The student acknowledges that filming, photographing, making tape recordings or any other types of records of teaching activities are not permitted without the prior approval of the lecturer. This particularly applies to posting such recordings on which other people can be recognised on the Internet or on social networks. In such cases, the consent of any audibly and/or visually recognisable persons must be obtained beforehand.

5.2.2. CUAS is entitled to use pictures and videos including audio recordings which were created in the course of the education at CUAS (for example as part of courses, field work placements) by and/or by means of the student, with the prior consent of all persons to be seen and/or heard on the recordings and free of charge. The student shall transfer all use and exploitation rights to such pictures and/or videos including audio recordings to CUAS unrestricted in terms of time, place and content (including but not limited to continued and repeated processing, reproduction, provision and exploitation).

5.2.3. CUAS also offers events outside of curricular study operations, in which students can participate. The student approves (§ 78 copyright law) that photos and videos including audio recordings created during the study course or when attending such courses held by CUAS are used for marketing purposes to the extent required, unrestricted in terms of time and place and without any separate compensation being payable.

5.3. Intellectual property of the student

5.3.1. Any works created independently by students in the context of their degree program's teaching, study courses or examinations shall remain the intellectual property of the students. The student shall grant CUAS the right to use all works created by him/her in the course of the degree program free of charge and unrestricted in terms of time, place and content for research and teaching purposes, i.e. for teaching at CUAS. This right includes the right to editing them and make them accessible on online networks, specifically the Internet, as well as on online platforms, in databases or other storage systems.

5.3.2. Due to the publication requirement pursuant to § 19 subsection 3 of the FHG, the student shall grant CUAS the right of publication with regard to his/her final thesis (bachelor or master's thesis/theses), which also includes naming the student as author.

The right of publication of CUAS is unrestricted as to time and space and also includes the following rights:

- the right of reproduction and distribution of the work;
- the right to enter the work in databases and other storage systems (also electronically), thereby making them accessible to third parties;
- the right to edit the work. The publication of an edited version of a final thesis, however, requires a note indicating that it was edited and the consent of the author. The student may only refuse to give his/her approval if the edited version is shown to have content-related mistakes and if the editing fails to preserve the work's unique intellectual character.

5.3.3. In accordance with § 19 subsection 3 of the FHG, the student is entitled to apply for the use of the thesis to be withheld for a maximum of five years from the time of delivery to CUAS. CUAS shall accede to this request if important legal or economic interests of the student or a third party are at risk. In this case, CUAS shall waive its right of publication for the duration in which the use of the thesis/theses is ruled out.

5.3.4. The student shall transfer to CUAS exclusively all rights to other project-related work results (in particular works in terms of copyright), which are achieved as a result of the student's participation for third parties during the degree program.

6. TERMINATION OF THE LEARNING AGREEMENT

- 6.1. The Learning Agreement shall end automatically upon successful completion of the UAS degree program.
- 6.2. The Learning Agreement shall end automatically upon negative assessment of the student's last possible exam resit except in the event that the study year is repeated as defined in the Study and Examination Regulations.
- 6.3. The Learning Agreement shall end automatically if the student's UAS degree program admission requirements are no longer met.
- 6.4. If both parties to the contract agree, the cancellation of the Learning Agreement is possible at all times without the need to state reasons.
- 6.5. The student is permitted to terminate the Learning Agreement in writing at any time without having to state reasons.
- 6.6. The student is entitled to withdraw from the Learning Agreement within 14 days after conclusion of the contract without stating reasons. If the Learning Agreement was concluded by means of distance selling (e.g. by telephone, e-mail or Internet), the student is entitled as a consumer under the Consumer Protection Act (KSchG) to withdraw from this Agreement in accordance with § 11 FAGG within 14 calendar days of conclusion of the Agreement without giving reasons by means of a clear declaration (e.g. letter, fax or e-mail), e.g. using the withdrawal form in Appendix 1. Saturdays, Sundays and public holidays count towards the calculation of the deadline. It is sufficient if the notice of withdrawal is sent within the deadline (the date of the postmark is decisive). The withdrawal from the contract must be addressed to "FH Kärnten - gemeinnützige Gesellschaft mbH, Europastraße 4, 9524 Villach".
- 6.7. The Learning Agreement may be terminated on the part of CUAS, specifically if the student
 - fails to pay the tuition and/or Student-Union fee due each semester by the due date.
 - fails to pass a course with positive assessment within the periods specified in the Examination Regulations;
 - violates one of the contractual foundations mentioned in Section 1, specifically if the Study and Examination Regulations are violated or the house rules;

- exhibits a behaviour that harms the basis of trust, such as forgery of documents, signature fraud, cheating;
 - behaves in a way that adversely affects study operations;
 - exhibits repeated acts of misconduct (after being warned by instructors, degree program directors or the Academic Council) towards teaching staff, students or other persons;
 - exhibits a behaviour that seriously damages the public image of CUAS.
 - violates essential obligations including but not limited to unexcused absences from the study programme and/or absenteeism, plagiarism, insufficient or non-completion of a required field work placement
 - interrupts a degree program without such interruption being applied for or granted, or if after a granted interruption the degree program is no longer offered in a form that would enable re-admission.
- 6.8. The Learning Agreement can also be terminated by CUAS if the funding institution, which provides subsidies to finance the degree program, for whatever reasons stops making payments.
- 6.9. **Effects of terminating the Agreement**
- 6.9.1. After termination of the Agreement, the student is issued an exmatriculation statement ("Abgangsbescheinigung") upon application. A transcript of records, which includes all successfully passed exams required for the UAS degree program, must be attached to the exmatriculation statement.
- 6.9.2. It is not possible for the student to be readmitted to the degree program if this Agreement ended automatically due to the negative assessment of the student's last possible exam resit or if CUAS ended this Learning Agreement in accordance with Section 6.7.
- 6.9.3. Sections 4 and 5 of this Agreement shall remain valid even after termination of the Agreement.

7. FINAL PROVISIONS

- 7.1. This Learning Agreement and all rights and obligations arising therefrom shall be governed by the law of the Republic of Austria excluding the international conflict-of-law rules. For all disputes arising from and in connection with this Learning Agreement, it is agreed that the court with subject-matter jurisdiction at the registered office of CUAS (Villach) shall have exclusive jurisdiction. By way of derogation, pursuant to § 14 KschG (Consumer Protection Act), the place of jurisdiction for legal action against the student is his/her place of residence or habitual abode or place of employment, provided it is in Austria. Furthermore, § 18 subsection 1 of the EugVVO (Council Regulation on Jurisdiction and the Recognition and Enforcement of Judgements) shall apply.
- 7.2. For purposes of interpretation, if this contract is also issued in languages other than German (translation), only the German version shall be the authentic version.
- 7.3. This Learning Agreement does not constitute a basis for any kind of employment relationship. Labour-law provisions shall not be applicable to this contractual relationship.
- 7.4. Any modifications to this Learning Agreement including this provision shall be in writing. No verbal side arrangements have been made. Any agreements made previously shall lose their validity upon the signature of this Learning Agreement.
- 7.5. If any provision of this Learning Agreement shall be invalid, this shall not affect the validity of all other provisions. The invalid provisions shall be regarded as replaced by such valid provision that as closely as possible reflects the economic purpose that the parties hereto had pursued with the invalid provision.

Appendix:
Appendix 1 Withdrawal Form

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DI Siegfried Spanz
Managing Director

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Student