



University of
Applied Sciences
Austria

EDUCATIONAL CONTRACT

StudiengangVertragsbezeichnung

concluded between

IMC Fachhochschule Krems GmbH
Piaristengasse 1, 3500 Krems
Austria

as sustainer,
hereinafter briefly referred to as IMC Krems, on the one hand

and

N

Strasse
PlzOrtWohnsitz
LandWohnsitz

hereinafter briefly referred to as "the participant".

Commencing as of the start of the course on "DATE" the participant is promised a course place in the above mentioned continuing education course.

Supplementing this educational contract, the relevant legal provisions, in particular the Fachhochschulgesetz (FHG; University of Applied Sciences Act) as well as the applicable material laws and the pertinent educational ordinances as amended shall be referred to as the legal basis.

Moreover, the respective examination regulations including other applicable documents as well as the respective internal regulations are part of the legal relationship between IMC Krems and the participant. This shall in particular, but not exclusively (enumeration exemplary), relate to the following regulations:

- IT Policy
- House Rules and Regulations
- General Laboratory Safety Manual ¹
- Health Lab Regulation ²

At the start of the course, the participant receives a personalized admission card, which, among other things, enables access to the buildings of the IMC Krems. By signing this contract, the participant undertakes to comply with the provisions of the document "CARD ADMINISTRATION - LEAFLET" which is brought to the attention of the participant on the eDesktop and represents an integral part of the "House rules and Regulations" and thus of this contract.

All laws and rules are binding upon IMC Krems and upon the participant in equal measure. For this reason, the statutory sources are made known to the participants from the beginning of the course on the (Intranet).

¹ Exclusively for participants in courses of the Department of Science and Technology

² Exclusively for participants in courses of the Department of Health Sciences

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These contractual bases may be subject to amendments that become binding upon the present contractual relationship at the time of their taking effect. Amendments of the contractual bases have no influence whatsoever on the validity of the educational contract.

I. Rights and obligations of IMC Kreams

IMC Kreams undertakes to provide the scientific and content-related implementation as well as the organizational and administrative processing of the course:

- 1) IMC Kreams undertakes to conduct the respective exams, to issue the appropriate certificates and to adequately certify the successful completion of the continuing education course.

IMC Kreams expressly reserves the right to make any necessary adaptations in the course of the continuing education that may become necessary for reasons for which IMC Kreams is not responsible. Such reasons may include, but are not limited to, cases of force majeure, restrictions due to a pandemic situation or similar serious reasons. Such adaptations are also possible due to changes or new regulations in applicable laws or ordinances. In such cases, IMC Kreams will inform the participants about the necessary adaptations as soon as possible.

- 2) Furthermore, the IMC Kreams undertakes to award the academic title "BEZEICHNUNG" after successfully completing the above-mentioned course.
- 3) IMC Kreams further undertakes to transmit the statistical data to be collected from the participants under the Fachhochschulgesetz (FHG, in particular the Bildungsdokumentationsgesetz/act governing educational documentation) to the competent bodies.
- 4) The participant agrees to accept e-mails, text messages and telephone messages or contacting by telephone, if any, from IMC Kreams and/or any affiliated companies, and such acts of communication may include both advertising material and mere informative material (§ 174 TKG, telecommunications act).

II. Rights and obligations of the participant

- 1) The participant undertakes to ensure proper academic performance as required by the continuing education course within the scope of the applicable examination regulation including all other applicable guidelines. The participant will be informed about said regulations at the beginning of the course in each case.
- 2) The participant undertakes to observe the instructions of the director of the course as well as those of the individual lecturers, to the extent that they relate to manners as well as compliance with academic standards and to the contents of the courses. With a view to completing the course in a spirit of cooperation, participants are expected to actively and positively contribute to the courses.
- 3) The participant shall be obliged to regularly inform herself*himself about dates and notices on the respective pages of eDesktop and/or also in e-mails on her*his own initiative. In order to ensure the functionality of the internal Systems the participant shall further be obliged to create herself*himself an IMC-E-Mail-Address on the platform provided by the IMC Kreams, to use and to regularly check this address for messages and information.
- 4) The participant undertakes to attend the courses on the premises in person or to participate in electronically conducted courses, according to applicable examination regulations or according to other individual instructions of the course director. The

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regulations regarding permitted absences will be brought to the attention of the participants at the beginning of each course.

- 5) The participant undertakes to prepare independently for the individual course units on the basis of the documents provided. These are made available online on the IMC Krems eDesktop at the beginning of the first lecture.
- 6) The participant undertakes to treat the inventory made available by IMC Krems with care and to observe the applicable regulations and safety provisions. Any damage caused by the participant shall immediately be reported by her*him to the course director.

The participant shall further undertake to observe the rules and guidelines (as amended in each case) indicated in this agreement and published on the website and on the Intranet (eDesktop) for the duration of the entire continuing education course. Express reference is also made at this point to the respective terms of use and guidelines that apply to the use of the software products and databases that IMC Krems makes available to its course participants. These conditions and guidelines must be observed without exception.

The participant shall be liable for violations of the above-mentioned guidelines. In case of unauthorised and improper use, the management shall reserve the right to revoke the right of use to the IT infrastructure made available to the participants or to take any other appropriate measures.

- 7) The participant undertakes to notify her*his personal statistical data to be collected under the federal act on documentation within the educational system. Changes to such data shall also be notified without being requested to do so.
- 8) The logo used by IMC Krems is protected by trademark law and must not be used by participants for any other than internal course-related purposes (presentations, documents for lectures, ...). Prior to sending any documents to third parties (e.g. surveys etc.) which include the logo of the IMC Krems, the participant has to obtain the consent of the Marketing Department. However, even if permission is granted, it has to be clearly evident, that the document originates from the participant and not from the IMC Krems. Prior to any use of the logo for other purposes than mentioned above the approval by the management must be obtained, in any case.
- 9) The participant undertakes to keep confidential all trade secrets of IMC Krems on the one hand, and of research and cooperation partners of IMC Krems on the other hand, that she*he comes to know about due to participating in a course at IMC Krems (e.g. by participating in research projects) or due to participating in committees or working groups, and not to pass them on to any third parties.
- 10) Accidents that have occurred within the scope of the course or within any related practical training shall be reported by the participant to IMC Krems without any unnecessary delay.
- 11) In case of a pregnancy or should a participant be in the nursing phase it is in the sole responsibility of the participant to inform the course director so that the IMC Krems is able to take all necessary safety measures in the context of practical exercises, examinations and lectures. In particular, the access to and all activities on the laboratory premises is prohibited in case of pregnancy as well as during nursing for safety reasons. If the participant does not report an actual pregnancy or the fact that she is in the nursing phase, IMC Krems assumes no responsibility for any health consequences for mother and child that will or may arise as a result of participation in research projects or in the context of other practical activities, lectures or examinations.

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III. Data protection provisions

All information to be communicated to the participants in accordance with the provisions of the General Data Protection Regulation (GDPR) is provided by the Data Protection Declaration of the IMC Krems. This Data Protection Declaration can be found at <https://www.imc.ac.at/en/data-protection/> and forms an integral part of this educational contract.

In case the participant in connection with the course, a specific project or a scientific paper uses, stores or processes any personal data (videos, pictures or any other personal data) of third parties in any other way, the following regulations shall apply:

- 1) The participant shall keep confidential any data and processing results and shall use it solely in connection with and for the purpose of the academic activity, the data were committed for. She*he shall return the data exclusively to the IMC Krems and pass the data to third parties only upon written order or approval by the IMC Krems. Any use of the data to the participant's own purposes shall also require such a written approval.
- 2) The participant declares that under no circumstances will she*he store, use, edit or transmit these data in any other way and particularly she*he will not pass the data to any unauthorized persons.
- 3) In case the participant stores the data on her*his own storage medium she*he declares to undertake sufficient security measures according to the General Data Protection Regulation and to prevent disorderly use of data and access by unauthorized persons.
- 4) The participant shall take care of the technical and organizational prerequisites to enable the IMC Krems to comply with the obligations according to the General Data Protection Regulation towards the data subject within the legal deadlines.
- 5) After completion of the project or the scientific paper, the data were committed for, the participant shall return any processing results and documents containing personal data to the IMC Krems or delete them as agreed to or carry on storing them and keeping them safe from unauthorized access upon the order of the IMC Krems. In any case, as soon as the data are no longer required to complete the academic activity they were committed for, they have to be deleted or returned by the participant to the IMC Krems without undue delay.
- 6) With regard to the use of the data that the IMC Krems has committed to the participant the IMC Krems reserves the constant right of inspection and supervision of all data processing facilities. The participant shall provide the IMC Krems with all information required to ensure and to supervise the compliance with the regulations set out in this contract.

IV. Termination of the educational contract

- 1) If in any continuing education course cannot take place, e.g. due to the number of applicants being too low or if continuation of the continuing education course is impossible for reasons which IMC Krems cannot be blamed for, IMC Krems shall be entitled to cancel the educational contract with immediate effect. In that case, the course fee already paid for the cancelled course or the aliquot portion for the canceled duration must be refunded to the participant.
- 2) The participant shall be entitled to terminate the educational contract without giving any reasons at any time. Termination of the contractual relationship shall be notified to the course director in writing and shall take effect upon receipt and/or from any later date indicated in said notification.

As of termination of the educational relationship, the participant shall no longer be entitled to attend the lectures and courses and to use the facilities as well as the service functions of IMC Krems. All equipment, books, keys and other material provided by IMC

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Krems shall be returned promptly upon termination of the educational contract. As regards reimbursement of the course fee, Item VIII shall apply.

- 3) IMC Krems may exclude the participant from continuing her*his studies, in particular if
 - a) the participant violates the present agreement (incl. other applicable regulations and/or guidelines as amended in each case)
 - b) the participant fails to pass the examinations within the prescribed periods and to observe the prescribed deadlines and additional respites
 - c) the participant fails to appear, without excuse and for no reasons, for the lectures and courses or refuses or misses participation in electronically conducted courses to an extent exceeding the measure provided for in the examination regulation, and if she*he disturbs the progress of the course or other participants in their participation through her*his conduct
 - d) the participant fails to remit her*his course fees in time or after receiving a corresponding reminder at the latest
 - e) the participant violates the principles of good scientific practice, e.g. through repeated plagiarism or the like, during the course in the context of lectures, written work and/or exams.
 - f) on account of any serious breach of the participant's duties, IMC Krems cannot reasonably be expected to maintain the contractual relationship
 - g) the participant commits any serious contractual violation (e.g. criminal acts or copyright infringements, violation against justified instructions, defamatory statements ...)

This list is not exhaustive but illustrative. Other reasons not indicated here, but equally serious are explicitly reserved. IMC Krems shall demonstrably threaten the participant with exclusion due to any of the above-stated items a), b), c), d) and e) once.

- 4) The educational contract shall expire through successful completion of the course, the participant dropping out for lack of academic success (e.g. negative evaluation of last possible repeat examination), failure to provide complete evidence of the entrance requirements within the legal period (e.g. lack of proof of higher education entrance qualification or failure to pass supplementary or admission examinations) or termination of the course on the part of the participant. The same shall apply in the event that a participant does not commence the continuing education course at the scheduled time without prior termination of the contract or without informing IMC Krems.
- 5) The validity of this contract is subject to the condition precedent that the prescribed course fee is paid within 14 days of the notification of payment by IMC Krems.

V. Assessment of performance

The assessment of performance is based on the examination regulations of the course StudiengangsBezeichnungEN in the currently applicable version. The participant is informed of the examination regulation at the beginning of the course.

VI. Course fee

The course fee amounts to XXX,- Euros for the entire course including examination fees.

The entire course fee is due for payment in full within 14 days after invoicing - but no later than 2 working days before the start of the course.

Any bank charges are borne by the participant. If payment is not made on time, the expenses incurred and additional expenses will be charged to the participant.

If an alternative invoice recipient was named in the registration for the course, the invoice shall be issued to this alternative invoice recipient. However, if the invoice is not paid by the alternative invoice recipient in due time, the participant shall be obliged to pay the full amount,

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including additional expenses and costs, upon first request by IMC Krems within 5 working days.

VII. ÖH membership fee

- 1) According to the Fachhochschulgesetz (§ 4 para. 10 FHG) membership in the Österreichische Hochschülerinnen- und Hochschülerschaft (Austrian students' union) is mandatory for participants in continuing education courses at universities of applied sciences.
- 2) Due to this mandatory membership provided for under the law, the management of IMC Krems is obliged to levy an ÖH membership fee for each semester, which is determined by Österreichische Hochschülerinnen- und Hochschülerschaft for one semester in each case, provided that this fee has not already been paid for the respective semester due to parallel studies or continuing education courses at another university. Said membership fee includes group accident and third-party liability insurance and is, where applicable, prescribed per semester. Non-payment of the amount required within the period determined shall be deemed a serious violation of the present agreement (see IV/3).
- 3) The full amount of said ÖH membership fees will be remitted by the management of IMC Krems to the ÖH for each semester at specified dates.
- 4) Any claims for reimbursement of the ÖH membership fee on the part of the participants shall be addressed directly to the Österreichische Hochschülerinnen- und Hochschülerschaft.

VIII. Cancellation policy

Registrations or applications can be canceled free of charge no later than four weeks before the start of the course.

Thereafter, a cancellation fee of 50% of the total course fee must be paid in the event of cancellation up to one week before the start of the course.

If the cancellation occurs within the last week before the start of the course or if the participant breaks off the ongoing course, the cancellation fee is 100% of the total course fee.

For cancellations before the start of the course, the participant is free to name a suitable substitute participant. In the event that the course costs are taken over by a third party, the third party has the right to name a substitute participant.

Cancellations must be made in writing and by registered mail to the IMC Krems.

The IMC Krems reserves the right to cancel a course. The applicants do not have any claims for damages or other claims. In this case, course fees already paid will be reimbursed by the IMC Krems without any deductions.

IX. Liability regulations

The participant herself*himself shall exclusively be liable for any damage the participant causes to third parties during her*his course participation, and she*he shall indemnify IMC Krems in this respect, regardless of whether the damage results from a breach of duties of care, secrecy or other duties.

If the participant does not report an actual pregnancy or the fact that she is in the nursing phase to the course director (see II/11), IMC Krems cannot be held liable for any health consequences for mother and child that will or may arise as a result of participation in research projects or in the context of other practical activities, lectures or examinations.

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Any liability on the part of IMC Krems for damage incurred by third parties that was caused by a participant shall be excluded. Any liability of the IMC Krems for damage suffered by the participant or a third party that arise or could arise due to force majeure, i.e. in case of external, unavoidable and unpredictable events (e.g. natural disasters, strikes, attacks, epidemics or pandemics, ...) shall also be excluded. Any claims due to insurance policies that are contracted for or by the participants shall remain unaffected.

X. Rights of use and exploitation

- 1) **Final papers and intellectual creations of the participants**
All works independently created by participants within the scope of the teaching, lectures and examinations taking place during the course shall remain their intellectual property. The participant explicitly declares to grant to IMC Krems a permission of use - unlimited as to time and place - for all types of exploitation of all works created within the scope of the course, including the right of use in online networks. IMC Krems shall be entitled to publish final papers indicating the name of the author. The participant shall not be entitled to any remuneration for accomplishments and (intellectual) creations produced within the scope of the course.
- 2) **Photographic and/or video material including audio recordings as part of the education**
In connection with the courses at the IMC Krems (e.g. in the context of lectures, internships, project or final papers) there may be taken photo and/or video material including audio recordings. IMC Krems is entitled to use both recordings made by participants and those on which participants can be seen free of charge for teaching and education. This also includes material recorded in the course of distance learning. The participant transfers all rights to such image and/or video material, including audio recordings, to the IMC Krems for continued and repeated processing, duplication and utilization. These rights are granted for a period of 5 years.
- 3) **Photographic and/or video material including audio recordings for marketing purposes**
The participant transfers all rights to image and/or video material including audio recordings taken at events (e.g. graduation, information events, career fairs, presentations etc.), on which she*he can be seen, free of charge for continued, repeated use to the IMC Krems. IMC Krems is entitled to use this material free of charge for marketing purposes during and without restriction after completion of the course.
- 4) Information on data protection in connection with the processing of image and/or video material including audio recordings can be found at <https://www.imc.ac.at/en/data-protection/>.

XI. Applicable law

The present agreement shall exclusively be governed by Austrian law to the exclusion of the conflict of law rules and of the UN Convention on Contracts for the International Sale of Goods.

XII. Written form requirement

This agreement is final. Oral ancillary agreements of any kind whatsoever do not exist at the time of conclusion of this agreement. Amendments of this agreement shall be made in writing; the same shall apply to any mutually agreed deviation from such requirement.

This written form requirement shall be deemed to have been fulfilled on the part of IMC Krems as soon as this contract has been validly signed either by hand or, alternatively, with the electronic seal of IMC Krems.

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Krems, DatumEN

Vorname Nachname

For IMC Fachhochschule Krems GmbH

The participant

Michaela Sabathiel
Prokuristin (authorised agent)

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