



EDUCATIONAL CONTRACT

StudiengangsArtbezeichnungEN StudiengangsBezeichnungEN

concluded between

**IMC Fachhochschule Krems GmbH
Piaristengasse 1, 3500 Krems
Austria**

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

and

N
Strasse
PlzOrtWohnsitz
LandWohnsitz

hereinafter briefly referred to as "the student".

I. Object of the agreement and legal basis

Commencing as of the **2022/23** academic year, the student is promised a study place from the Semesternummer semester in the FH degree programme „StudiengangsBezeichnungEN“ with code of studies “StudiengangsKennzahl”.

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 study and examination regulations including other applicable documents as well as the respective internal regulations are part of the legal relationship between IMC FH Krems and the student. 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 her/his studies, the student receives a personalized student ID card, which, among other things, enables access to the buildings of the IMC FH Krems. By signing this contract, the student undertakes to comply with the provisions of

¹ Exclusively for students of degree programmes of the Life Sciences Department

² Exclusively for students of degree programmes of the Health Sciences Department

the document "CARD ADMINISTRATION - LEAFLET" which is brought to the attention of the student 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 FH Krems and upon the student in equal measure. For this reason, the statutory sources are made known to the students from the beginning of their studies on the internal eDesktop (Intranet).

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.

II. Rights and obligations of IMC FH Krems

IMC FH Krems undertakes to provide the following services and/or agrees upon the following particularities in providing the same:

- 1) The FH degree programme will be conducted at least until expiry of the prescribed programme duration according to the applicable provisions in the Fachhochschulgesetz (FHG; University of Applied Sciences Act). During said period, IMC FH Krems undertakes to provide study-specific teaching, proper university routines as well as appropriate premises and conditions for studying for the students to be able to complete their studies within the proposed programme duration.

IMC FH Krems expressly reserves the right to make any necessary adaptations in the course of the studies that may become necessary for reasons for which IMC FH Krems 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 FH Krems will inform the students about the necessary adaptations as soon as possible.

At the beginning of their studies, all students receive a student ID card that also constitutes their access authorisation to the building.

- 2) IMC FH Krems will issue to the student a record of academic accomplishment in the form of a semester certificate for each semester completed. Upon successful completion of the entire degree programme, IMC FH Krems will issue to the student a final certificate as well as a diploma incl. diploma supplement.
- 3) IMC FH Krems further undertakes to transmit the statistical data to be collected from the students under the *Fachhochschulgesetz* (FHG, in particular the *Bildungsdokumentationsgesetz*/act governing educational documentation) to the competent bodies.
- 4) The student agrees to accept e-mails, text messages and telephone messages or contacting by telephone, if any, from IMC FH Krems and/or any affiliated companies, and such acts of communication may include both advertising material and mere informative material (§ 174 TKG, telecommunications act).

III. Rights and obligations of the student

- 1) The student undertakes to ensure proper academic performance as required by the FH degree programme within the scope of applicable study and

examination regulations including all other applicable guidelines. The student will be informed about said regulations at the beginning of the academic year in each case. The student further undertakes to ensure proper academic performance abroad if this is mandatorily provided for in the curriculum of the respective degree programme (internship, special seminar weeks etc.).

- 2) The student undertakes to observe the instructions of the director of the FH degree programme 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 and the requirements of the internship. Any complaints against decisions made by the degree programme management shall be addressed to the Academic Board.

With a view to completing the studies in a spirit of cooperation, students are expected to actively and positively contribute to the courses.

- 3) The student shall be obliged to regularly inform him/herself 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 student shall further be obliged to create herself/himself an IMC-E-Mail-Address on the platform provided by the IMC FH Krems, to use and to regularly check this address for messages and information.
- 4) The student undertakes to attend the courses on the premises in person or to participate in electronically conducted courses, according to applicable study and examination regulations or according to other individual instructions of the head of the academic board or the study programme director.
- 5) The student undertakes to observe deadlines and examination dates.
- 6) Part-time Bachelor students undertake to provide evidence of their professional activity to the extent required under the curriculum until completion of the studies, if such professional activity is meant to be credited.
- 7) To the extent that there is compulsory attendance for any course, said compulsory attendance may be undercut by students' representatives according to the *Hochschülerinnen- und Hochschülerschaftsgesetz* (HSG 2014), in addition to any existing rules concerning exemptions from compulsory attendance, to the extent provided for under § 31 para. 6 HSG 2014.
- 8) The student undertakes to treat the inventory made available by IMC FH Krems with care and to observe the applicable regulations and safety provisions. Any damage caused by the student shall immediately be reported by him/her to the management of the FH degree programme.

The student shall further undertake to observe the rules and guidelines (as amended in each case) indicated in Item I. of this agreement and published on the website and on the Intranet (eDesktop) for the duration of the entire degree programme.

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

- 9) The student 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. The student further undertakes to comply with the applicable legal regulations, in particular also with any applicable vaccination obligation. The student shall provide IMC FH Krems with the relevant evidence in accordance with the applicable laws, ordinances and internal regulations.
- 10) The logo used by IMC FH Krems is protected by trademark law and must not be used by students for any other than internal study-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 FH Krems, the student 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 student and not from the IMC FH 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.
- 11) The student undertakes to keep confidential all trade secrets of IMC FH Krems on the one hand, and of research and cooperation partners of IMC FH Krems on the other hand, that she/he comes to know about due to studying at IMC FH 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. Circumstances which the student has become familiar with in the course of her/his internship must also be kept secret. All obligations of secrecy and confidentiality shall survive termination of this educational contract without restriction.
- 12) In case that IMC FH Krems provides the student with adequate clothing for laboratory exercises and practical courses carried out at the IMC FH Krems, the costs incurred must also be reimbursed by the student to IMC FH Krems.
- 13) In case that within the scope of the studies a compulsory internship and/or compulsory clinical laboratory must be passed, the student shall strictly observe the provisions in the guidelines for the organisation and completion of the internship (of the respective degree programme) as amended in each case. Supplements to the educational contract, if required, shall be signed by the student before commencing the clinical laboratory.
- 14) The student shall comply on her/his own responsibility with all regulations and requirements (e.g. compulsory vaccinations for trainees in the patient-centered areas), which potential internship institutions demand prior to providing a position for a mandatory internship due to the respective curriculum. She/He has to abide by these regulations of the institutions and shall provide them with the respective verification documents. Internship institutions in the healthcare sector usually require, among other things, proof of a valid immunisation against COVID-19 before the start of the internship. The details of the required proof or documents depend on the legal or internal clinic regulations applicable at the specific time of the internship. The IMC FH Krems accepts no responsibility for delays or failures in studies due to the student's non-compliance with these regulations or her/his failure to provide the required verification.
- 15) Accidents that have occurred within the scope of the degree programme or in the course of a practical training in connection with the study programme

shall be reported by the student to IMC FH Krems without any unnecessary delay.

- 16) In case of a pregnancy or should a student be in the nursing phase it is in the sole responsibility of the student to inform the study programme director so that the IMC FH Krems is able to take all necessary safety measures in the context of internships and other 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 student does not report an actual pregnancy or the fact that she is in the nursing phase, IMC FH 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.
- 17) In case of any questions or concerns regarding her/his studies every student shall be entitled to contact the ombudsman's office for students at the Federal Ministry of Education, Science and Research in addition to the internally competent bodies responsible at the IMC FH Krems.

IV. Data protection provisions

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

In case the student in connection with her/his studies, 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 student 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 FH Krems and pass the data to third parties only upon written order or approval by the IMC FH Krems. Any use of the data to the student's own purposes shall also require such a written approval.
- 2) The student 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 student 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 student shall take care of the technical and organizational prerequisites to enable the IMC FH 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 student shall return any processing results and documents containing personal data to the IMC FH 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 FH 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 student to the IMC FH Krems without undue delay.

- 6) With regard to the use of the data that the IMC FH Krems has committed to the student the IMC FH Krems reserves the constant right of inspection and supervision of all data processing facilities. The student shall provide the IMC FH Krems with all information required to ensure and to supervise the compliance with the regulations set out in this contract.

V. Leave from studies

Any leave from studies shall be applied for in writing with the director of the FH degree programme in accordance with the provisions of the *Fachhochschulgesetz* as amended. The reasons for the leave from studies and the intended continuation of the studies shall be substantiated or shall be plausible. The decision on the application shall take into account urgent personal, health- or job-related reasons. While on leave, the student cannot take any examinations. See also the relevant provisions in the study and examination regulations of IMC FH Krems in this respect.

According to § 14 FHG, no examinations can be taken and therefore no courses can be completed during the leave from studies. Accordingly, both the education contract and the enrolment are suspended for the duration of the leave from studies and no tuition fees (see item VII.) are levied. The collection of the ÖH membership fees according to item VIII. is governed by the respective applicable legal provisions and the regulations of the Austrian National Union of Students.

VI. Termination of the educational contract

- 1) If in any new year a degree programme cannot take place due to the number of applicants being too low or for lack of accreditation by AQ Austria, or if continuation of the degree programme was prohibited by AQ Austria or is impossible for reasons which IMC FH Krems cannot be blamed for, IMC FH Krems shall be entitled to cancel the educational contract with immediate effect. In that case, the tuition fee already paid for the cancelled semester must be refunded to the student.
- 2) The student 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 director of the FH degree programme 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 student shall no longer be entitled to attend the lectures and courses and to use the facilities as well as the service functions of IMC FH Krems. All equipment, books, keys and other material provided by IMC FH Krems shall be returned promptly upon termination of the educational contract. As regards reimbursement of the tuition fee, Item VII/3 shall apply. If no good and important reason is given, the tuition fee shall not be reimbursed.

- 3) IMC FH Krems may exclude the student from continuing her/his studies, in particular if

- a) the student violates the present agreement (incl. other applicable regulations and/or guidelines as amended in each case) as well as general academic standards
- b) the student fails to pass the examinations within the prescribed periods and to observe the prescribed deadlines and additional respites
- c) the student 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 study and examination regulations, and if she/he disturbs the progress of studies or other students in their studies through her/his conduct
- d) the student fails to remit her/his tuition fees in time or after receiving a corresponding reminder at the latest
- e) the student was repeatedly convicted of plagiarism when writing scientific papers or within the scope of a final paper (Master's thesis) during her/his studies
- f) on account of any serious breach of the student's duties, IMC FH Krems cannot reasonably be expected to maintain the contractual relationship
- g) the student commits any serious contractual violation (e.g. criminal acts or copyright infringements, violation against justified instructions, defamatory statements ...)
- h) the student fails to comply with the regulations of an internship institution regarding a mandatory internship according to the respective curriculum or if she/he fails to provide the internship institution with the required verification according to Item III/14 which makes the continuation of studies impossible

This list is not exhaustive but illustrative. Other reasons not indicated here, but equally serious are explicitly reserved. IMC FH Krems shall demonstrably threaten the student 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 studies, the student 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 studies on the part of the student. In case the student does not resume her/his studies within the determined period after a leave from studies in accordance with Item VI. this educational contract shall also expire automatically without any notice of termination being required. The same shall apply in the event that a student does not commence her/his studies at the scheduled time without prior termination of the contract or without informing IMC FH Krems.
- 5) The validity of this contract is subject to the condition precedent that the first prescribed tuition fee is paid within 14 days of the notification of payment by IMC FH Krems. If this tuition fee is not received by IMC FH Krems in due time, the acceptance shall lapse and the place shall be reallocated by IMC FH Krems without the student being entitled to any compensation or other legal claims whatsoever.

VII. Tuition fee

- 1) The student undertakes to pay a tuition fee in the full amount of € 0 within 14 days of the notification of payment by IMC FH Krems, before the beginning of any semester in each case (throughout the entire duration of studies). Said

tuition fee shall be paid for each semester enrolled until completion of studies or until removal of the student from the register of students. Even during any term abroad as well as during any internship, this tuition fee must be paid. Any banking charges (e.g. in case of foreign bank transfers) shall be at the expense of the student.

Full payment of the tuition fee shall be a prerequisite for taking up or continuing the studies (see VI/3 lit d and VI/5 above). If the legislator raises the tuition fee provided for in § 2 FHG, IMC FH Krems shall be entitled to increase the tuition fee in the same amount as the legislator.

- 2) Non-payment of the amount required within the period determined shall be deemed a serious violation of the present agreement (see VII/3).
- 3) If the registered student decides not to commence her/his studies, she/he shall give notice to the IMC FH Krems in writing by the 15th of August at the latest (decisive is the date of receipt by the IMC FH Krems) before the beginning of the semester. In case of timely written notification the tuition fee paid shall be reimbursed upon written request. In case of a delay or failure of the student to notify the IMC FH Krems the tuition fee paid shall not be reimbursed. Possible registration fees are explicitly exempted from reimbursement. If the educational contract is only concluded after the 15th of August prior to the planned start of studies, a refund of the tuition fee already paid in the event of a later cancellation is expressly excluded. Any separate legal rights of withdrawal remain unaffected.
- 4) Any costs actually incurred beyond the current regular operation of the degree programme will be settled individually between the student and IMC FH Krems. The costs incurred within the scope of excursions in Austria and abroad, in particular, shall constitute costs beyond the regular operation of the degree programme within the meaning of § 2 para. 4 FHG. Such costs (e.g. travel and accommodation costs) will accordingly be settled between IMC FH Krems and the student individually and in the amount actually incurred.

VIII. ÖH membership fee

- 1) According to the Fachhochschulgesetz (§ 4 para. 10 FHG) membership in the Österreichische Hochschülerinnen- und Hochschülerschaft (Austrian students' association) is mandatory for students at universities of applied sciences.
- 2) Due to this mandatory membership provided for under the law, the management of IMC FH 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 at another university. Said membership fee includes group accident and third-party liability insurance and is, where applicable, prescribed together with the tuition fee per semester. Non-payment of the amount required within the period determined shall be deemed a serious violation of the present agreement (see VI/3).
- 3) The full amount of said ÖH membership fees will be remitted by the management of IMC FH 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 students shall be addressed directly to the Österreichische Hochschülerinnen- und Hochschülerschaft.

IX. Liability regulations

The student him/herself shall exclusively be liable for any damage the student causes to third parties during her/his studies and/or any internship, and she/he shall indemnify IMC FH Krems in this respect. This shall also apply, in particular, to damage caused to the provider of the internship within the scope of the student's activity, regardless of whether the damage results from a breach of duties of care, secrecy or other duties.

If the student does not report an actual pregnancy or the fact that she is in the nursing phase to the study programme director (see III/16), IMC FH 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.

Any liability on the part of IMC FH Krems for damage incurred by third parties that was caused by a student shall be excluded. Any liability of the IMC FH Krems for damage suffered by the student 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 students shall remain unaffected. The relevant information is available on eDesktop in the "Leitfaden Versicherungen für Studierende" (guideline: insurance for students).

X. Rights of use and exploitation

- 1) Final papers and intellectual creations of the students
All works independently created by students within the scope of the teaching, studies and examinations taking place during the degree programme shall remain their intellectual property. The student explicitly declares to grant to IMC FH Krems a permission of use - unlimited as to time and place - for all types of exploitation of all works created within the scope of her/his studies, including the right of use in online networks. IMC FH Krems shall be entitled to publish final papers indicating the name of the author. The student shall not be entitled to any remuneration for accomplishments and (intellectual) creations produced within the scope of her/his studies.
- 2) Photographic and/or video material including audio recordings as part of the education
In the course of the studies at the IMC FH Krems (e.g. in the context of lectures, internships, bachelor and master theses) there may be taken photo and/or video material including audio recordings. IMC FH Krems is entitled to use both recordings made by students and those on which students can be seen free of charge for teaching and education. This also includes material recorded in the course of distance learning. The student transfers all rights to such image and/or video material, including audio recordings, to the IMC FH 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 student 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 FH Krems. IMC FH Krems is entitled to use this material free of charge for marketing purposes during and without restriction after completion of the studies.

- 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.fh-krems.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 FH Krems as soon as this contract has been validly signed either by hand or, alternatively, with the electronic seal of IMC FH Krems.

Krems, DatumEN

Vorname Nachname
The student

ErziehungsberechtigteName
Legal guardian

For IMC Fachhochschule Krems GmbH
Michaela Sabathiel
Prokuristin (authorised agent)