



## **Educational Agreement**

between the

**Fachhochschule Wiener Neustadt GmbH**  
**Johannes Gutenberg-Straße 3**  
**2700 Wiener Neustadt**

hereinafter referred to as "FHWN",

as the legitimate operator/authority, according to the decision of the  
Council of Fachhochschulen/AQ Austria on DD.MM.YYYY,  
approved business number FH120....., of the

**FH Bachelor /Master Degree Programme**  
**"Name of the Study Programme"**

as the one party

and,

**First Last name**

born on DD.MM.YYYY,  
residing in Asdf

hereinafter referred to as "the student", as the subsequent party.

**Please note:**

**The German version of this document is the official legal document recognised by the Austrian authorities.**



## I. General Conditions

1. The student is officially admitted to the above mentioned degree programme beginning in the winter semester 2020/2021, and is thus an official student of the year group of 2020. The normal period of studies for this programme is X semesters.
2. The legal aspects of the contractual relationship established hereunder shall be governed in particular by the FHSStG and, if applicable, by relevant legislation in its current, valid version. The 'Satzung'<sup>1</sup>, (including study and exam regulations) in their currently valid versions are also binding, in accordance with section 10 sub-section 3 FHSStG.
3. With the conclusion of this contract, the following become binding: house rules, regulations concerning fees and costs, laboratory and IT rules, library rules and fire safety regulations.

## II. Responsibilities and Obligations of the FHWN

1. As the authority charged with running the aforementioned degree programme, the FHWN undertakes to provide the necessary infrastructure (among others: special equipment and furniture) and all necessary resources for the orderly execution of the programme.
2. The FHWN is obligated to organise the degree programme as authorised, based on scientific principles and fully reflecting international standards of higher education.
3. The FHWN acknowledges its responsibilities to organise the academic programme, i.e. lectures and examinations, in such a way as to enable the student, in the normal course of events, to complete the study programme in the time period set out for this purpose.
4. The FHWN acknowledges its responsibility to provide documentary reports on the academic performance of the student on a semester or annual basis. Furthermore, such reports are to be made available as required and upon the request of other pertinent authorities, e.g. if the student is entitled to social support.
5. The FHWN acknowledges its responsibility towards the student to provide official verification of their academic performance (transcripts, final examination and degree performance certificates), upon the formal conclusion of their studies.
6. The FHWN assumes no liability for a student's material damages except in cases of gross negligence by its organs or agents.

## III. Responsibilities of the Student

1. The student agrees to abide by the FHWN's Mission Statement in its current version and thus is obliged to adhere to proper academic manners and etiquette. Through their behaviour, the student will uphold the reputation of the FHWN, avoiding anything which would be detrimental in this regard.
2. The student agrees to assist the FHWN in the realisation of its mandatory quality management system and in particular, partake in course evaluation procedures.
3. It is the student's personal responsibility to ensure that adequate financial means are available to finance their studies.

---

<sup>1</sup> The *Satzung* is a document containing articles on study and examination regulations published and approved regularly by the Academic Board of the Fachhochschule.



4. The student accepts the responsibility to take every possible precaution not to damage and thus preserve the condition of the infrastructure of the FHWN and to report any damage without delay to Study Services.
5. The student accepts the responsibility to disclose, in writing, personal data as required by law and to notify the FHWN immediately of any changes thereof during the term of the contract.
6. The student accepts the responsibility to notify the FHWN of any changes to their personal data as disclosed at the start of their studies, in particular changes of name, address, or employment status (in the case of part-time degree programmes). Should this not be complied with, any notification by the FHWN delivered to the last known address shall be deemed as delivered.
7. The student is required to report accidents immediately to the Head of Study Services using the necessary "AUVA Unfallmeldung für Studierende" form. This must be done at the latest within three days. In case of non-compliance, this may result in the loss of insurance claim benefits.
8. Should, during the course of a degree programme, internship(s) be required, the student is obliged to participate in the timely successful conclusion of the internship contract(s). If a contract cannot be closed through no fault of the FHWN, or if an internship cannot be successfully concluded in time, students are not entitled to any claims against the FHWN, e.g. if a student cannot provide the vaccination required for the internship.
9. *At the start of their studies, the student is required to provide a police clearance certificate and agrees to a security check according to §§55 ff Sicherheitspolizeigesetz (applicable only to students of the Faculty of Security).*

#### **IV. Termination of Educational Agreement**

1. The contract is terminated by the successful completion of studies according to legal study regulations.
2. The FHWN is entitled to terminate the contract immediately:
  - a) if studies have to be terminated according to legal study regulations, e.g. the study goals are not met;
  - b) if fees and costs agreed upon are not paid on time, e.g. non-payment of tuition;
  - c) if in cases where neglect of responsibility is deemed so serious by the Academic Board or other designated commission, that the realisation of this contract becomes unreasonable. Examples might be disturbance of the teaching programme, repeated plagiarism or pretence of accomplishments at examinations, or other important reasons such as lack of required physical aptitude.
3. The student is entitled to terminate the contract in writing within a 30-day notice period.
4. If mutually agreed, both parties are entitled to terminate the contract at any time.



## **V. Provisions on intellectual property and telecommunications**

1. The FHWN is entitled to obtain patents within the meaning of the Patent Act for inventions of the student that are made solely or predominantly within the scope of courses or examinations at the FHWN. The same applies to utility model protection within the meaning of the Utility Model Act for inventions of the student that are made solely or predominantly as part of courses or examinations at the FHWN.
2. The student agrees to the use of their bachelor paper(s) or master's thesis within the framework of teaching and research at the FHWN and the use of their master's thesis by the FHWN library, including digital publication. In this respect, the FHWN is granted permission for use of the work for all types of exploitation within the meaning of Sections 14 to 18a UrhG (Austrian Copyright Act).
3. By signing this Educational Agreement, the student agrees to the FHWN sending messages within the meaning of Section 107 of the Telecommunications Act (emails, text messages and telephone calls).

## **VI. Fees and costs**

1. The student accepts the responsibility to transfer the tuition fee (for the academic year 2020/2021 €363.36 per semester) to the FHWN within the required time period, as set out in the Regulations concerning fees and costs.
2. The student agrees to accept mandatory membership of the Austrian National Union of Students (Österreichische Hochschülerschaft, ÖH) and to transfer the ÖH membership fee (for the academic year 2020/21 € 20.20 per semester) by the date specified to the FHWN, who will subsequently forward it to the ÖH.
3. For providing additional or subsequent certificates and documentation, additional costs may arise.

## **VII. Procedural provisions**

1. Unless specified in this contract, all explanations to be effective must be in simple written form, e.g. email, letter.
2. Concerning the contractual relationship between the FHWN and the student and all claims that arise in connection with the contractual relationship, Austrian law is exclusively applicable excluding its conflict of law provisions. Regulations 593/2008 / EC (Rome I) and 864/2007 / EC (Rome II) do not apply.

## **VIII. Miscellaneous**

1. Any changes to the curriculum are permissible and must be accepted by the student, providing the objectives and direction of study remain unaffected and these changes do not adversely affect the normal duration of the study programme. The same applies to possible changes of the exam regulations, the Satzung and any other regulations mentioned in point I.2.
2. In the event that an insufficient number of students are registered for a study programme, a specialisation, or an organisational form, the offering of the programme could become unfeasible. In such cases, no claims by the student can be derived. The student has to accept changes in the organisation which do not hinder the objective and orientation of the study programme, in particular change of the organisational form, the offer of options, specialisations or individual lectures.



3. The student acknowledges that awarding of the academic degree according to § 6 sect. 1 FHSStG obtained through this study programme falls within the scope of responsibility of the Academic Board. For the academic degree's awarding procedures, the student has to prove fulfilment of all admission requirements including authenticity of documents certifying fulfilment of requirements according to § 4 FHSStG. The Fachhochschule is under no obligation to award a degree if the student cannot provide proof of abovementioned requirements.

Wiener Neustadt, DD/MM/YYYY

.....  
Name of the Student

.....  
Name of COO  
COO of the Fachhochschule  
Wiener Neustadt GmbH

### **Addition to the Educational Agreement of dd/mm/yyyy**

The student is responsible for having a fully functional laptop/notebook for use in courses and examinations as necessary. Should the student not be able to use such a device, they shall bear the resulting negative consequences with regard to their studies and examination results.

The hardware meets the currently recommended requirements for the use of the Microsoft Windows 10 operating system including the Office packages and allows the installation of study-relevant software. The laptop is equipped with WLAN/LAN and a webcam.

Wiener Neustadt, DD/MM/YYYY

.....  
Name of the Student



## Information on data protection law

### 1. Data collection

As part of the present Educational Agreement, the University of Applied Sciences processes the personal data which you provide to us in the application process or during your studies, as well as data that is generated during your studies (examination data, data from records, course of study, grades, etc.). The processing of your personal data is carried out for the purpose of fulfilling this Educational Agreement (Art 6 (1) (b) GDPR) or based on statutory reporting and documentation requirements (BiDokFH [Disability Inclusion Documentation of the UAS], FH-BIS VO [Regulation on UAS Provision of Information on Study Programmes], GuKG [Healthcare and Nursing Act] incl. the Education Regulation [Ausbildungsverordnung], etc.) of the University of Applied Sciences (Art 6 (1) (c) GDPR). Data are transmitted to third parties within the scope of the legal obligation to the defined bodies (Agency for Quality Assurance and Accreditation - Austria, Student Aid Authority, the Austrian National Students' Union, Federal Ministry for Science, Education and Research, etc.) as well as to contractually bound third parties (video platform, learning management, etc.) within the scope of fulfilling the Educational Agreement. If the purpose no longer applies, all personal data will be deleted by the corresponding deadlines. The current information on data protection and the current contact information can be found on our website: <https://www.fhwn.ac.at/en/privacy-policy>

### 2. Rights of data subjects

Your rights with regard to data protection include the right of access (Art. 15 GDPR), the right to rectification (Art. 16 GDPR), the right to erasure (Art. 17 GDPR), the right to restriction of processing (Art. 18 GDPR), the right to data portability (Art. 20 GDPR), the right to object (Art. 21 GDPR), the right not to be subject to automated decision-making in individual cases - including profiling - (Art. 22 GDPR) and the right to lodge a complaint, which must be submitted to the Austrian Data Protection Authority (<https://www.data-protection-authority.gv.at/>) as the responsible supervisory authority.