



Educational Agreement

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

between the

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

hereinafter referred to as "FHWN",

as the one party

and,

First Last name

born on DD.MM.YYYY,
residing in XXXX

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 study programme beginning in the winter/summer semester «Jahr», and is thus an official student of the programme. The normal period of studies for this programme is «SEM_ORG» semesters.
2. The legal aspects of the contractual relationship established hereunder shall be governed in particular by the FHG and, if applicable, by relevant legislation in its current, valid version. The 'Satzung'¹, (including study and exam regulations) in their currently valid versions are also binding, in accordance with section 10 sub-section 3 FHG.
3. With the conclusion of this contract, the following become binding: regulations concerning fees and costs, regulations concerning the use of student identity cards, house rules, library rules and fire safety regulations. The student confirms that they have had the opportunity to familiarise themselves with the content of the aforementioned rules and regulations before concluding this educational agreement. When using the infrastructure, the current version of the applicable regulations (e.g. laboratory regulations, IT regulations) must be observed.

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 undertakes to issue a semester transcript of records of the student's academic achievements. It also undertakes to provide, upon request, such evidence of the student's achievements as the student may require to prove their rights (e.g. claims under social law) and which FHWN must retain in accordance with the relevant provisions of the Education Documentation Act (Bildungsdokumentationsgesetz).
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.

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

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.
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. The student undertakes to maintain confidentiality of the password for the student account. They further undertake to use the student account as well as the access to databases available to them on the basis of the educational relationship with the FHWN exclusively for their own study purposes.
10. The student undertakes to observe the legal copyright positions of the FHWN as well as of the authors of teaching, study and examination documents. In particular, copying or other forms of duplicating the aforementioned documents is only permitted for the student's own use.
11. The student undertakes to respect the personal rights of lecturers and students of the FHWN. In particular, filming, photographing and recording classes on tapes or other storing devices is not permitted without the prior consent of the lecturer and FHWN. Even recordings that have been obtained with prior permission may only be used for the student's study purposes and may under no circumstances be made publicly accessible or be otherwise disseminated.
12. 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, inadmissible use of artificial intelligence (AI) 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 pay the tuition fee to FHWN on a semester-by-semester basis. The amount of the tuition fee for the respective semester corresponds to the maximum amount stipulated by law (currently € 363.36 per semester according to § 2 Abs 2 FHG). An exception is the amount of the tuition fee of a third-country national who does not fall under the groups of persons pursuant to the Ordinance on Groups of Persons BGBl. II 63/2019 and who is admitted to an English-taught degree programme. In such cases the fee shall correspond to twice the maximum amount stipulated by law for students from EEA states for the respective semester (currently therefore € 726.72).
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 in the amount stipulated by law (for the academic year 2024/25, €24.70 per semester) by the date specified to the FHWN, who will subsequently forward it to the ÖH.
3. Tuition and ÖH membership fees are prescribed by FHWN. When taking up studies, the total amount for the winter semester is to be paid by the preceding 15 July or for the summer semester by the preceding 15 January. If this educational contract is concluded after 8 July and the studies are to commence in the following winter semester, the total amount shall be paid within ten days of the conclusion of the contract. The same applies if this contract is concluded after 8 January and the studies are to begin in the following summer semester. In the further course of the studies, the total amount is to be paid by the beginning of the respective semester (1 September for the winter semester, 15 February for the summer semester).
4. For providing additional or subsequent certificates and documentation, additional costs may arise.
5. The regulations concerning fees and costs are binding in the currently valid version.

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. The contracting parties take note of the fact that the curriculum, the examination regulations and the statutes as well as the other regulations mentioned in item I.2 may be amended in accordance with the relevant provisions of examination law or constitutional law. The FHWN will only agree to such changes to the curriculum that do not affect the objectives and orientation of the degree programme provided for in this educational agreement and that preserve the possibility of completing the degree programme within the standard period of study. These are to be accepted by the student.
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 FHG obtained through this study programme falls within the scope of responsibility of the Head of 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 FHG. The Fachhochschule is under no obligation to award a degree if the student cannot provide proof of abovementioned requirements.
4. It is the student's responsibility to have a fully functional laptop/notebook available and to use it during courses and examinations if necessary. Should the student not be able to use an appropriate device, they shall bear the resulting adverse consequences with regard to the course as well as with regard to their examination performance. The hardware of the laptop must meet the currently recommended requirements for the use of the operating system Microsoft Windows 10 incl. the Office packages and allow the installation of study-relevant software. The laptop must have WLAN/LAN and a fully-functional webcam.

IX. Resolving condition – “conditional admission” (this section only appears if the admission is conditional)

This contract is subject to the condition that the student fulfils the following prerequisite(s) and provides proof to FHWN not later than the expiry of the period specified* in addition to the condition:

- Supplementary examination, “subject”, level, number of ECTS credits, until dd/mm/yy
- University entrance qualification (secondary school leaving certificate, special university entrance qualification, completed university entrance qualification examination, certificate of a completed degree study programme of at least 3 years), until dd/mm/yy
- Other supplementary examination, “subject”, level, if applicable: scope (relevant professional experience), until dd/mm/yy
- Medical certificate of fitness, until dd/mm/yy
- Presentation of the original “document”, until dd/mm/yy
- Presentation of the document “document” incl. mandatory authentication, until dd/mm/yy
- Other, until dd/mm/yy

If this requirement is not met, the contract is terminated retrospectively.

All documents issued by FHWN (especially student ID card, confirmation of registration, record of studies) are to be returned immediately by the student. There can be no refund of the tuition fee once the course has commenced.

Wiener Neustadt, DD/MM/YYYY

.....
Place, date

Wiener Neustadt, «Vertragsdatum»

.....
The student

.....
Mag.(FH) Mag.jur. Peter Erlacher
COO Fachhochschule
Wiener Neustadt GmbH



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 with the Austrian Data Protection Authority (<https://www.data-protection-authority.gv.at/>) as the responsible supervisory authority.