

Learning Agreement

1. Subject of the learning agreement

This learning agreement regulates the legal relationship between the Course Provider for the **Bachelor's/Master's Degree Program** in the **offered course type** and the Student as named ("the Student").

FH Bachelor's Degree Programs: Regular duration of studies six semesters, completion of studies: presentation of academic degree Bachelor of Arts in Business, in short: BA

FH Master's Degree Programs: Regular duration of studies four semesters, completion of studies: presentation of academic degree Master of Arts in Business, in short: MA

1.1 Course Provider

The FHW Fachhochschul-Studiengänge Betriebs- und Forschungseinrichtungen der Wiener Wirtschaft GmbH ("FH Wien der WKW"), FN 141443f, Währinger Gürtel 97, 1180 Vienna shall act as the Course Provider.

1.2 Student

Matriculation number
 Academic degree
 First name
 Last name
 Address
 Postcode, City
 Date of birth

1.3 Tuition and Fees

Course provider's tuition under Section 2(2) FHG in the current version amounting to currently € 363.36 (students from third countries are currently required to pay € 1,000) and the student union fee (Austrian Students' Union fee) including all special fees under Section 38(2) and (6) of the Austrian University Students' Union Act 2014 (HSG 2014) per semester

The complete learning agreement, including the other contractual conditions and contractual bases applicable to the educational contract, is available at https://www.fh-wien.ac.at/wp-content/uploads/2024/07/Ausbildungsvertrag-2024_english.pdf.

Date

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Ing. Mag. (FH) Michael Heritsch, MSc
 Chief Executive Officer

The Student

FHW Fachhochschul-Studiengänge
 Betriebs- und Forschungseinrichtungen
 der Wiener Wirtschaft GmbH

2. Place of study

The place of study is FHWien der WKW, Währinger Gürtel 97, 1180 Vienna. This can be changed or moved as needed by FHWien der WKW.

3. Legal basis

The Austrian Federal Act on Universities of Applied Sciences (University of Applied Sciences Act, Federal Law Gazette No. 340/1993 in its current version – “FHG”), the accreditation decision by the Agency for Quality Assurance and Accreditation Austria (formerly the FH Council) for the selected degree programme, and the corresponding funding agreements of the Republic of Austria form the basis for this learning agreement. The components of this learning agreement include, in particular, internal regulations of FHWien der WKW, including the study and examination regulations, the library regulations, the IT user regulations, the compliance regulations and the fire safety regulations. The learning management system “Moodle” is governed by its own regulations. All documents are available on the website of FHWien der WKW at <https://www.fh-wien.ac.at/bewerben/downloads/>.

The contractual basis may be subject to changes, which become legally binding at the time this learning agreement comes into effect. Such changes in the contractual basis have no influence on the validity of the learning agreement.

The Student acknowledges that more extensive changes (curricula, titles, etc.) may occur due to a change in legal framework conditions or the further development of FHWien der WKW’s study programme, as needed to accommodate international or national developments. The Student agrees to such changes in advance and shall refrain from asserting any kind of claim arising from such circumstances.

3.1 Length of studies

Degree programmes normally last **six or four** semesters.

3.2 Completion of studies

Degree programmes are completed by the presentation of the academic degree of **Bachelor/Master of Arts in Business or Bachelor/Master of Arts in Social Sciences (“BA/MA”)**.

4. Rights and obligations of the Course Provider

4.1 Rights of the Course Provider

4.1.1. Exclusion by the Course Provider

FHWien der WKW has the right to exclude students from further studies for good cause with immediate effect. The Executive Management shall decide on the matter of good cause in consultation with the Academic Board. Good cause may be in particular:

- Non-commencement of studies, i.e. unexcused absence from courses where attendance is compulsory within the first fourteen days from the start of the selected degree program
- Multiple unexcused absences from courses
- Serious or repeated non-compliance with examination regulations, in particular with examination dates and dates for submitting seminar papers, project work, etc.

- Serious or repeated violations of the study and examination regulations, IT user regulations, library regulations, compliance regulations, Moodle user regulations or fire safety regulations
- Refusal to furnish data that has to be collected by the Course Provider based on a law, a regulation, an official decision, or any other obligations relating to this learning agreement
- Personal conduct that can lead to serious harm to the public reputation of the degree programme or the Course Provider
- Reckless, inappropriate or otherwise unacceptable behaviour toward the Course Provider, employees, students, teachers or other assistants, except in very minor cases
- Intentional damage, destruction or theft of property belonging to the Course Provider, its employees, other students, teachers, other assistants or other cooperation partners
- Absent or insufficient achievement under the examination regulations
- Use of impermissible aides in examinations, projects or written work as well as the attempt to use such aides
- Use of the intellectual work of others without references, especially copying or paraphrasing passages from other works without citation (plagiarism) or the unauthorized use of texts or portions of text written by ghost writers or AI-based computer programs (e.g. chatbots).
- Not meeting financial obligations in spite of reminders (e.g. student fees, compensation for loss or damage)
- Other serious or repeated violations of the provisions of this learning agreement by the Student

The points listed above can be found in greater detail in the currently valid published versions of the academic regulations, study and examination regulations, IT user regulations, library regulations, compliance regulations, Moodle user regulations and other regulations published on the FH Wien der WKW website and the intranet and service pages of the Course Provider.

4.1.2. Use of personal data

- The Course Provider processes the personal data (in particular the name, title, date of birth, place of birth, address, telephone number, email address, matriculation number, personal ID, social security number, application material, study-related data) of the Student insofar as the purpose and content of the data processing is covered by law (e.g. sharing according to the Act on Quality Assurance in Higher Education), regulations, official decisions or other rights and obligations arising from this learning agreement, or as is otherwise necessary for the academic programme and everyday university life. The data are subject to computer-assisted processing.
- Specific information about the processing of students' personal data (data protection declaration, as amended), can be found on the website of the FH Wien der WKW at <https://www.fh-wien.ac.at/ueber-uns/datenschutz/> and on the learning platform Moodle.
- The Student agrees to receive emails, text messages and if necessary phone calls from the FH Wien der WKW according to Section 174 of the Austrian Telecommunications Act 2021, as amended.

4.2 Obligations of the Course Provider

The Course Provider undertakes to provide the necessary conditions so that the degree programme may be successfully completed within the regular period of time stated for the course of studies in question. The Course Provider also undertakes to offer a proper academic programme in accordance with the FHG.

If the Course Provider is unable to fulfil the obligations stated in this learning agreement in the agreed manner due to unforeseeable events such as epidemics, pandemics, notifiable diseases, natural phenomena, strikes, riots, natural disasters or other occurrences which are beyond the control of the parties, or other unavoidable events for which neither party is responsible, FHWien der WKW is entitled, in agreement with the Academic Board, to take such measures as appear necessary from an organisational and didactic point of view in order to continue teaching the study programmes as well as possible (e.g. changing examination modalities and dates, changing semester times, postponing courses to later semesters). It is important that such measures are appropriate and reasonable for the student and are announced immediately.

The Course Provider may adopt such rules as are necessary for the safety of university members when using premises or other facilities of the FHWien der WKW.

5. Rights and obligations of students

5.1 Rights of students

5.1.1 General

- Students have the right to an academic programme in accordance with the conditions defined in the currently valid version of the accredited study programme, and particularly to the teaching of content to the extent defined in the accreditation. Students shall be notified of any changes as early as possible (normally no later than the beginning of the semester).
- At the end of the semester, students receive a certificate for the examinations passed in the degree programme during this semester (to be printed out by student).

5.1.2 Leave of absence and repetition of an academic year

- It is possible to request a one-time leave of absence from the Head of Programme for urgent personal, health or professional reasons according to the examination regulations, and to rematriculate in the study programme at the earliest time possible. The request shall be submitted to the Head of Programme in which the Student is enrolled.
- In cases stipulated in the study and examination regulations, (i.e. if a last-attempt examination is negative) the Student may submit a written request to the Head of Programme to repeat an academic year pursuant to the study and examination regulations.

5.1.3 Appealing a decision by the Head of Degree Programme

- Complaints by students against decisions in academic matters by the Head of the Degree Programme are to be submitted to the Academic Board of the FHWien der WKW for Management and Communication, not to the Executive Management. The Academic Board is responsible for appeals according to Section 10(6) FHG, as amended. An appeal must be submitted to the Academic Board within two weeks unless another deadline for submitting an appeal has been set according to the FHG, as amended, or the current version of the examination regulations.
- Complaints against decisions of the Chair of the Academic Board, according to Section 10(4)(4) FHG, as amended may be brought before the Federal Administrative Court according to Section 10(6)(6) FHG, as amended.
- Before submitting a complaint, the Student should contact the independent ombudsperson at the FHWien der WKW to clarify legal and factual issues. Contacting the ombudsperson does not extend the deadline for submitting an appeal.

5.2 Obligations of students

5.2.1 General

- The Student agrees to participate in the academic programme actively and positively and to comply with examination and submission deadlines.
- Students in a full-time Bachelor's degree programme must go on an internship abroad or a study-abroad semester. More detailed information and exceptions can be found in the study and examination regulations. According to the curriculum, students in a Bachelor's degree programme are required to complete one or more internships.
- Students are responsible for clarifying the applicable regulations under Austrian labour law (work permit) and entry requirements (visa), and for obtaining the necessary documents.
- The Student agrees to take care while using classrooms, furnishings and devices made available by the FH Wien der WKW in an appropriate way. Should the Student act contrarily, he/she shall be liable for any damages and agrees to indemnify FH Wien der WKW and hold it harmless.
- The Student agrees to adhere to the study and examination regulations, library regulations, IT user regulations, compliance regulations, Moodle user regulations, fire safety regulations and any other internal guidelines and directives in the currently valid version.
- The Student agrees to open the email account created for him/her by the Course Provider at appropriately brief and regular intervals so that the he/she is receives regular notifications via emails (see also subparagraph 5.2.5). Sharing passwords for student email accounts is forbidden.
- The Student agrees to return any equipment, books, keys, and other materials made available by the Course Provider promptly at the end of the study programme or in the event of early withdrawal.
- The Student agrees to promptly notify the Course Provider of any accidents related to the study programme (within three days maximum) through the head of the study programme or department. This also applies to accidents on the way to or from the Course Provider's site.
- The Student agrees to notify FH Wien der WKW of any changes in his/her data, especially changes of address. Until such notification has been received, any communication is considered valid when it is sent to the last address known to FH Wien der WKW.
- If nothing else has been separately determined, declarations made by the Student to the Degree Programme or the Course Provider are to be sent in writing in the original with original signature or by email via the email account made available to the Student by the Course Provider. Both contracting parties accept any risks connected to transmitting declarations of consent via email as normal and necessary in this context.

5.2.2 Mandatory attendance

- The Student agrees to attend all classes for which attendance is mandatory. Classes may also take place on Friday and Saturday.
- The relevant particularities with regard to mandatory class attendance based on the law and the study and examination regulations apply to student representatives.
- The Student agrees to take all measures that serve to ensure compliance with mandatory attendance (e.g. adding their name to class attendance lists).
- More details on mandatory attendance are specified in the academic and examination regulations.

5.2.3 Tuition and fees (including any special fees)

- The Student agrees to pay the Course Provider's tuition (tuition under Section 2(2) FHG in the current version is €363.36 for students with EU citizenship, CH citizenship or citizenship of EEA member countries; others are required to pay €1,000) and the student union fee (Austrian Students' Union fee), including all special fees under Section 38(2) and (6) of the Austrian University Students' Union Act 2014 (HSG 2014) per semester in advance. Any planned increase in these fees by legislation entitles the Course Provider to impose a corresponding increase in tuition and fees. Such an increase does not entitle the Student to withdraw from or to interrupt their chosen degree programme.
- Payments shall be first applied to the Austrian Students' Union fee, then to any special fee and finally to the tuition according to Section 2(2) FHG.
- The tuition for the first semester shall be considered as a non-refundable deposit in the event that matriculation is not completed.
- The Course Provider reserves the right to adopt additional regulations which allow student fees and/or Students' Union fees, including special fees, to be waived or refunded in special cases.

5.2.4 Declaration of personal data

- The Student agrees to provide personal data that must be collected by the Course Provider in compliance with a law, regulation or an official decision. In this context, explicit reference is made to subparagraph 4.1.2, "Use of personal data". Changes to the Student's personal data that are made during the course of study must be communicated immediately.

5.2.5 Publications or communications by the degree programme or the Course Provider

- Study-related publications by the degree programme and the Course Provider are performed on the corresponding website areas as well as on the intranet and the service pages of FH Wien der WKW (FH Wien|Online and Moodle). The Student agrees to call up this site at appropriately regular intervals in order to be informed and updated about these publications.
- Furthermore, an email account with internet access (webmail) will be made available for every student (see also subparagraph 5.2.1.). All written communications from the degree programme and the Course Provider will only be sent to these email addresses and will thus be considered to have been received. Both contracting parties accept any risks connected with transmitting declarations of intent via email as normal and necessary. The Student agrees to be responsible for opening the emails in this account. The Student is personally and exclusively responsible for any loss of data by wrong forwarding or wrong operation.
- According to Section 19(3) FHG, a positively evaluated Master's degree thesis shall be published after delivery to the library of the Course Provider. The Course Provider shall comply with the publication obligation in digital form through the inclusion of the digital version of the Master's thesis into the public online catalogue of the library of the Course Provider.

5.2.6 Ceding rights and reimbursements

- The Student shall grant the Course Provider the transferable, temporally and spatially unlimited, and exclusive right to use all ideas, concepts, written works, videos and radio contributions developed during the course of study for all types of publication, in particular the right to reproduce and distribute, including the right to make available and edit, which also covers all future, currently still unknown types of use. This granting of rights expressly includes the results of activities carried out for an external client in the course of a practical project at FH Wien der WKW in which the student is involved. Excluded from this are the

Student's Bachelor's or Master's thesis. These may also be used by the student, but only if the course provider is mentioned at the same time.

- The Student has no right to compensation for services and (intellectual) creations performed or realised within the framework of the study programme.
- Voluntary compensation from an external client for work on a special Bachelor's or Master's thesis topic is allowed.
- Exceptions for publications due to necessary confidentiality requirements regarding sensitive company data can be agreed with the approval of the Head of the Degree Programme.

5.2.7 Copyright

- The teaching, study, learning and examination materials provided within the context of teaching, lectures and examinations remain the intellectual property of the Course Provider and/or author or creator of these works; they are exclusively available to persons who have received them as part of teaching, lectures and examinations, and are for personal use only. As far as no other regulations can be derived from the respective content of the teaching, study and learning materials, any uses beyond the allowed use of works (e.g. copying or other reproduction for personal use, quoting individual passages of a published article, etc.), such as using materials without the express written consent of the Course Provider, author or creator of the work, are considered violations of copyright and are not permitted.
- The Student acknowledges that filming, photography and making tape recordings or other records of teaching events is prohibited without the prior consent of the lecturer. In particular, this also applies to making available on the internet or in social media networks recordings in which other people are recognizable. In such cases, the prior approval of all people who can be audibly and/or visually recognized must be obtained.

5.2.8 Consequences in the case of evidence of plagiarism

The Student acknowledges that the use of illegal aids, especially in preparing his/her Bachelor's or Master's thesis, in particular copying or plagiarizing from existing works without citing the original, or the unauthorised use of texts or portions of text written by ghost writers or AI-based computer programs (e.g. chatbots) can result in immediate termination of the learning agreement and the annulment of the illegally acquired academic degree, as well as other legal and copyright consequences.

5.2.9 Data protection and confidentiality

- The Student agrees to maintain confidentiality with respect to personal data which has come to their knowledge in the course of the degree programme.
- This extends to business and operating secrets of the Course Provider as well as third parties which have come to his/her knowledge as part of the degree programme. Excluded are data and information that can be proven to have been generally known, or to have become known, or which were already known to the Student in an authorised manner before being made available to him/her by the Course Provider.
- The Student agrees to maintain confidentiality towards third parties with regard to research and development activities and their results.
- The Student therefore agrees to maintain confidentiality in particular with regard to personal data which has come to their knowledge in the context of a professional or project internship and to protect the business and trade secrets of both the Course Provider and the company providing the internship.
- The Student therefore agrees to maintain confidentiality in particular with regard to personal data which has come to their knowledge in the context of a practical student project, and to protect the business and trade secrets of both the Course Provider and the external company providing the practical project.

- The Student is especially aware that
 - personal data is subject to special protection and that using such data is only possible in specific cases (i.e. for educational purposes)
 - personal data may not be shared or made accessible to unauthorised persons or positions
 - It is not permissible to procure or edit data unless you have authorisation
 - passwords and any access permissions entrusted to you must be stored carefully and kept secret
 - all possible other conditions about confidentiality must be observed
 - this is valid even after termination of study at FH Wien der WKW
 - breach of these confidentiality obligations may have legal consequences (i.e. termination of the learning agreement, paying damages)

6. Termination of the agreement

6.1 Termination on the basis of mutual agreement

The learning may be terminated by mutual agreement at any time without indication of reasons. Mutually agreed termination requires written form.

6.2 Termination by the Course Provider

- The Course Provider may exclude a student under Section 4.1.1. at any time and with immediate effect. The exclusion must be made in writing and must contain the reasons for the definitive exclusion. At the same time, the exclusion may also contain a house ban in justified cases.
- The learning agreement ends automatically in the case of failure in the final re-sit examination. This also applies to examinations that can be taken to determine equivalence in connection with master's degree programmes.
- The learning agreement also ends automatically upon successful conclusion of the degree programme.
- If the student fails to provide the Course Provider with complete proof of the requirements for admission to the course in the form intended for this purpose by the deadline, the learning agreement shall automatically expire at the end of the deadline for providing proof of the requirements for admission to the course.

6.3 Termination by the Student

A written notice of termination with immediate effect by the Student is possible at any time (an email via the email account provided by the Course Provider is sufficient).

7. Liability of the Course Provider

The Course Provider is liable only for loss or damage resulting from intentional or grossly negligent acts; this does not extend to liability resulting in injury to life or limb.

To the extent that liability is excluded or limited, this applies also to the personal liability of the employees, teaching staff and other vicarious agents of the Course Provider.

8. Miscellaneous

- This learning agreement is issued in duplicate. One original shall remain with the degree programme administration. One original shall be given to the Student.
- The learning agreement has no fees associated with it.
- All agreements between the Course Provider and the Student shall require written form. All agreements made with the Student in the context of executing the learning agreement, including all ancillary agreements, are set out in writing in this agreement. No oral agreements have been made. Any changes or supplements to the educational learning agreement require the written form. Any change to the written form requirement shall be made in writing.
- Austrian law applies.
- This is a translation of the *Ausbildungsvertrag*. In the event of a dispute, the German version applies.