
EDUCATION CONTRACT

University of Applied Sciences Kufstein Tirol International Business School GmbH

[Name of Program]

1. Contractual partners

This education contract is concluded between the following contracting parties:

University of Applied Sciences Kufstein Tirol International Business School GmbH
Andreas Hofer-Straße 7
6330 Kufstein
Company register number: FN313301m

hereinafter referred to as the "Provider," represented by the CEO Managing Director, and

[Mr./Ms.] [First Name] [Last Name], [Acad. Degree(s)], born [January 1, 2000]
[Street Address]
[ZIP Code] [Town]
[Country]

hereinafter referred to as "Program Participant."

2. Subject matter of the contract, duration of program, and location of studies

The subject of this education contract is the program [Name of Program]. [Mr./Ms.] [First Name] [Last Name], [Acad. Degree(s)], is accepted into the program as a continuing education student in accordance with Sections 4.2 and 4.3 of the [University of Applied Sciences Act](#).

The program will last a total of [XY semester(s)] and is carried out on the basis of Section 9 of the [University of Applied Sciences Act](#), as amended. The program is provided in the form of modules and consists of distance learning elements (remote self-study phases and remote group work) and in-person phases. The latter will take place in Kufstein and, as required, at other locations. The Provider endeavors to align the curriculum with the requirements of the labor market. For this reason, the Provider reserves the right to make changes to the curriculum. Changes to the curriculum may result from this necessary consideration.

3. Contractual bases

The program named is carried out on the basis of the following laws, regulations, rules and ordinances, as amended:

- a.) Federal [University of Applied Sciences Act](#), Federal Law Gazette No. 340/1993
- b.) Federal [Act on the Student Representative Organisations](#) (Students' Union Act), Federal Law Gazette I No. 45/2014
- c.) University of Applied Sciences Accreditation Ordinance as amended by the Board of the Agency for Quality Assurance and Accreditation Austria (AQ Austria); decree based on Section 23.5 of the [Act on Quality Assurance in Higher Education](#).
- d.) Education Documentation Act ([BildDokG](#) [in German])
- e.) [Copyright Act](#) [in German]
- f.) [Consumer Protection Act](#)

- g.) [General Data Protection Regulation](#) (EU) 2016/679, supplemented by the [Data Protection Act](#) 165/1999 and the Data Protection Amendment Act 2018
- h.) [Telecommunications Act](#)
- i.) [Statutes](#) of the University of Applied Sciences Kufstein Tirol, as amended, in particular the General Study and Examination Regulations.
- j.) [House Rules](#), [Library Regulations](#) [in German], IT regulations and internal fire safety regulations
- k.) [General Terms and Conditions](#) of the University of Applied Sciences Kufstein Tirol International Business School GmbH

All changes to laws or other regulations and ordinances are valid from the time they come into force. Changes to the contractual bases do not affect the validity of the education contract in any way.

The Program Participant confirms that he/she has read the [General Terms and Conditions](#) of the University of Applied Sciences Kufstein Tirol International Business School GmbH as amended and expressly agrees to them with his/her signature. The [General Terms and Conditions](#) of the University of Applied Sciences Kufstein Tirol International Business School GmbH can be viewed at any time on the website of the Provider.

4. Rights and obligations of the Provider

The Provider commits to planning and running the program. In accordance with the program objective, suitable instructors will be hired and the necessary rooms made available.

However, the Provider reserves the right not to start the program if the required minimum number of participants is not reached.

In addition, the Provider is entitled or obliged to do the following:

- Provide a transcript (record of academic achievement) at the end of each semester.
- Issue a diploma, document of attendance, or certificate of completion

By their signature, the Program Participant expressly agrees that his/her personal data may be further processed in the manner outlined below; this consent also applies after the completion or termination of the program:

- The Provider is authorized to carry out automated processing of personal data for the purpose of maintaining proper educational operations.
- The Provider is authorized to disclose statistical personal data within the framework of any applicable laws and regulations, in particular the Austrian "Bildungsdokumentationsgesetz" (Education Documentation Act).

5. Rights and obligations of the Program Participant

The quality of the education program is ensured primarily by hiring suitable instructors and providing participants an opportunity to exchange ideas and experiences with these instructors as well as the other program participants.

For this reason, the Program Participant commits to the following:

- Personal attendance and participation in all face-to-face and remote learning phases of all modules. In the event of insufficient attendance, the Program Director may exclude the Program Participant from the continuing education program.
- Provision of their own infrastructure for participation in the remote learning phases (e.g., PC, laptop, headset, camera, etc.).
- Active and constructive participation in the program.
- Active participation in evaluation measures.
- Maintaining confidentiality regarding research and development activities and results.

- Maintaining discretion and confidentiality¹ regarding circumstantial facts and any personal data that have become known in the context of integrated (practical) projects at the University of Applied Sciences Kufstein Tirol.
- Compliance with academic regulations, examination regulations, house rules, library regulations, and any other guidelines and regulations.
- Transmission of current contact details. The Program Participant must ensure that he/she can be reached as stated in their contact details.
- Regular checking of the e-mail account provided by the University of Applied Sciences Kufstein Tirol.
- Active use of and engagement with learning platforms.
- Reporting of accidents that have occurred in the course of the program.
- Notification of damage that has occurred to the property of the University of Applied Sciences Kufstein Tirol.

The Program Participant further acknowledges that the disclosure of the password they have created for their student account is prohibited.

Programs at the University of Applied Sciences Kufstein Tirol International Business School GmbH lead to an academic degree (master's degree or academic expert diploma) in accordance with Section 9 of the University of Applied Sciences Act. The wider acceptance of these degrees in society and the labor market is contingent on a high level of knowledge and skills of graduates. For this reason, it is necessary for participants to prove their knowledge and skills through examinations. Therefore, the Program Participant commits to honoring examination dates and submission deadlines. More detailed information can be found in the university's [General Study and Examination Regulations](#), its Student Guidelines, and the web portal [My Studies at a Glance](#).

6. Admission to the continuing education program

This contract is only concluded subject to the proviso that all documents required for admission to the continuing education program of the University of Applied Sciences Kufstein Tirol International Business School GmbH have been submitted to the Provider by the Program Participant **no later than two weeks before the start of the program**. If the required documents are not received on time, the Provider is no longer bound by this education contract.

7. Students' union fee

According to Section 4.10 of the [University of Applied Sciences Act](#), all regular and continuing education students are members of the Austrian National Union of Students and are therefore obliged to pay a students' union fee ("ÖH fee") for each semester. The amount of this fee must be announced by the Chairperson of the Austrian National Union of Students in accordance with Section 38.3 of the [Act on the Student Representative Organisations](#) by May 1 of each year at the latest.

The students' union fee is currently **EUR [24.70]** per semester. The fee is customarily invoiced by the Provider together with the program fee for each semester and must be paid in advance.

The students' union fee must be paid for each semester started, including semesters in which only examinations are taken.

¹ The principle of confidentiality obligates a person to protect all entrusted or discovered information and data from unauthorized transmission, disclosure, or publication in compliance with the GDPR and other legal provisions.

8. Program fee

The program fee plus an examination fee must be paid in advance for each semester regardless of completion of the respective semester. The program fee of **EUR [5,000]** and the examination fee of **EUR [1,000]** must be paid **within two weeks of receipt of the invoice**. The respective invoice will be sent before the start of the program. If payment is not made on time, a surcharge of 10% will be added to the fee by the Provider. Participation in the program is contingent on full payment of the program fee and the Austrian Students' Union ("ÖH") fee.

The program fee and the Austrian Students' Union ("ÖH") fee must be paid into the following account, stating the invoice number in the reference field:

Bank details	
Account holder	University of Applied Sciences Kufstein Tirol International Business School
Bank	Sparkasse Kufstein
IBAN	AT43 2050 6077 0014 7445
BIC	SPKUAT22XXX

9. Academic regulations

a. Leave of absence

The continuing education program is organized by the University of Applied Sciences Kufstein Tirol International Business School GmbH in such a way that it can be completed within the prescribed time. Regulations for a leave of absence apply in accordance with the General Terms and Conditions of the University of Applied Sciences Kufstein Tirol International Business School GmbH.

The Provider reserves the right not to start the program if the number of participants is too low. Therefore, re-entry into the program at the desired time after a leave of absence from the program cannot be guaranteed. The risk of interrupting the program lies solely with the Program Participant.

If a leave of absence begins during a semester, 50% of the program fee will be charged per semester to maintain enrollment. The students' union fees for multi-semester programs are charged for each semester a student is enrolled.

b. Repeating individual modules

An application to repeat individual modules can be submitted to the Program Director.

As the Provider reserves the right not to start the program if the number of program participants is too low, the repetition of individual modules at the desired time cannot be guaranteed. The risk of repeating individual modules lies solely with the Program Participant.

c. Procedure for suspected plagiarism

The regulations on the procedure in the event of suspected plagiarism apply in accordance with the [General Study and Examination Regulations](#) of the University of Applied Sciences Kufstein Tirol, as amended, published on the website of the Provider.

10. Processing of personal data

a. Disclosure of personal data on the basis of applicable laws

Please note that the Provider is obliged by law to disclose personal data of program participants (e.g., disclosure in accordance with the Education Documentation Act, notification of student records to the students' union ("ÖH"), FH BIS Ordinance, etc.).

Furthermore, the Provider is entitled to store, process, and use the personal data of the program participants in the form described in Section 4 of this contract.

b. Automated data processing by the Provider

The Program Participant agrees that his/her personal data may be stored, processed, and used in an automated fashion by the Provider for the purpose of ensuring proper operations of the program. Furthermore, he/she agrees to the disclosure of this data insofar as this is necessary for the purpose of running the program or owing to legal regulations.

c. Consent under the Telecommunications Act

The Program Participant agrees to accept e-mails, text messages, and telephone calls from the Provider or affiliated companies. Any such communication may include both advertising material and/or mere information material.

11. Data protection in integrated (practical) projects at the University of Applied Sciences Kufstein Tirol or during employment with partner companies

In the context of integrated (practical) projects at the University of Applied Sciences Kufstein Tirol or employment with a partner company, the Participant undertakes to maintain data confidentiality regarding any personal data that comes to their knowledge (particularly personal data of clients, colleagues, or study participants), as well as the business and trade secrets of the Provider and of the respective partner or project companies.² In the event of a conflict of interest between the University of Applied Sciences Kufstein Tirol and the host company or partner company, Participants must inform their supervisor and comply with their instructions. In cases of conflict between the interests of a partner company and those of the Provider, the Provider's interests shall take precedence.

If Participants terminate their training relationship with the Provider prematurely due to obtaining permanent employment with a company during the project (even if such employment is temporary or part-time), all data received from the Provider during the project and at least one copy of the data they have generated themselves must be handed over to the academic supervisor or line manager.

12. Copyright

a. Use of program materials

The teaching, study, and learning materials provided as part of the teaching and examination process shall remain the intellectual property of the Provider or the respective author or work producer and shall

² Strict confidentiality applies to all business and trade secrets. The duty of confidentiality not only prohibits disclosure to third parties but also any form of risk to this data, or the exposure, unauthorized use, or exploitation of confidential information. This includes, in particular, the unlawful use and processing of confidential data.

be used exclusively by the persons who have received them in the course of the teaching and examination process.

Any use beyond the legally protected free use of such work (e.g., copies or other reproductions for personal use, quotation of individual passages of a published text, etc.) and thus any use of any such documents by the recipient contravening the provisions of copyright law without the express written consent of the Provider, author, or the work producer is not permitted.

Correct citation in accordance with the provisions of copyright law is possible in any case. Any other use or incorrect citation (plagiarism) does not comply with the rules of good scientific practice and may be subject to claims for damages by the author or by the Provider.

b. Use of social media

The Program Participant acknowledges that filming, photographing, making tape recordings or other recordings of the program's content without the prior consent of the instructor and the Provider is prohibited. In particular, this also applies to the distribution of such recordings on the Internet or in social networks, especially if persons are acoustically or visually recognizable on them. In such cases, the prior consent of all acoustically and/or visually recognizable persons must be obtained.

13. Rights of use and utilization of theses and other intellectual work

All works created independently by the Program Participant as part of the teaching and examination activities of the program at the University of Applied Sciences Kufstein Tirol International Business School GmbH remain the intellectual property of the Program Participant. However, the Program Participant expressly declares that he/she grants the Provider a temporally and geographically unlimited license to use all works created in the course of the program for all types of use, including the right to use them in online networks. The Provider is entitled to publish final theses under the name of the author. The author is entitled to request the exclusion from such publication of the delivered copies of their theses for a maximum of five years after delivery. Such a request shall be granted if the Program Participant can credibly demonstrate that important legal or economic interests of the Program Participant are at risk. The Program Participant is not entitled to remuneration for services and (intellectual) work created in the course of the program.

14. Liability for damage and IT use

The Program Participant commits to handling the equipment, books, keys, and other materials provided as part of the program carefully and properly and to use them only for the intended purposes of the program. Otherwise, the Program Participant may be held liable for damage, loss, or destruction of any such equipment, books, keys, and other materials. The Program Participant shall not to use the provided IT account (including e-mail address and Internet access) for private purposes or purposes unrelated to the program and shall indemnify and hold the Provider harmless in this respect. The Program Participant further promises to immediately return all equipment, books, keys, and other materials provided as part of the program in the event of premature cessation of studies without completion. If the program has been successfully completed, the equipment, books, keys, and other materials provided must be returned to the respective administrative units of the Provider at the latest before the academic graduation ceremony, but in any case immediately after the last examination. Otherwise, the Provider reserves the right to take legal action.

The Program Participant acknowledges the current version of the house rules and user regulations of the Provider applicable to the rooms and the use of equipment, books, keys, and other materials and agrees to comply with them.

The Provider accepts no liability for theft, loss or damage to items brought along by the Program Participant, in particular valuables.

15. Written form requirement

All agreements between the Program Participant and the Provider must be made in writing. This written contract contains any and all agreements concluded between the Program Participant and the Provider in relation to the execution of this education contract, including all ancillary agreements.

No additional verbal agreements have been entered into in the course of the conclusion of this education contract. Amendments or additions to the contract must be made in writing.

16. Changes to the program

The International Business School GmbH program is designed for the long term and is subject to constant quality controls. Quality assurance requires continuous adjustments. For this reason, the Provider reserves the right to make changes. In such cases, the Providers commits to informing the Program Participants as soon as possible.

17. Termination of the education contract

This education contract ends automatically upon successful completion of the program.

a. Termination by the Program Participant

Early termination of the education contract by the Program Participant is possible at the end of each semester. A statement terminating the contract must be submitted to the Provider in writing, including a handwritten signature, and is subject to a four-week notice period. The program fee and Austrian Students' Union Fee ("ÖH fee") for the current semester must still be paid in full.

b. Exclusion from the continuing education program by the Provider

Proper operation of the program requires close cooperation between the Provider and program participants. Therefore, the Provider has the right to **exclude** the Program Participant from the program if they exhibit behavior that is contrary to this requirement.

Reasons for exclusion from the program by the Provider that could lead to the termination of the education contract are in particular:

- Persistent unexcused absences or insufficient participation in the program.
- Jeopardizing the successful completion of the continuing education program, in particular by missing deadlines.
- Lack of academic success, i.e., a failing grade on the last possible exam retake.
- Failure to pay the program fee on time.
- Staying absent from the program without notifying the Provider.
- Non-compliance with the General Study and Examination Regulations.
- Violation of the house rules, library rules, IT regulations and/or internal fire safety regulations.
- Behavior that impairs the proper operation of the program.

It should be noted that this is not an exhaustive list and that the Provider reserves the right to make case-by-case decisions.

18. Place of jurisdiction

Austrian law is the applicable substantive law. The District Court of Kufstein is the place of jurisdiction for all disputes arising from this contract.

19. Legal basis

This contract is also made available in English. If the original German version differs from the English translation, the German version is the legally binding one.

Kufstein, on [January 1, 2025]

Prof. (FH) Dr. Thomas Madritsch

University of Applied Sciences Kufstein Tirol
International Business School GmbH
CEO Managing Director

[First Name] [Last Name]

Program Participant