

By providing your consent via the website link, the following

L E A R N I N G A G R E E M E N T

between you as a student (hereinafter referred to as "**student**") and the FH Kärnten - gemeinnützige Gesellschaft mbH (Carinthia University of Applied Sciences), Europastraße 4, A-9524 Villach, represented by the management (hereinafter referred to as "**CUAS**"), shall enter into force at the start of the academic year for the degree program specified in the Letter of Acceptance. The **Letter of Acceptance** shall form an integral part of this Learning Agreement.

1. CONTRACTUAL BASIS OF THE LEARNING AGREEMENT

- 1.1. In addition to the applicable legal basis¹ the degree program shall be provided based upon the following regulations, among others, each as amended from time to time:
 - House rules of CUAS and other regulations relating to the sites at which courses take place (in particular, but not limited to the library regulations, laboratory regulations, fire safety regulations, regulations on use of teaching and research facilities, computer use regulations (ICT regulations)).
 - Degree course scheme for the degree program
 - Statutes of the Academic Council of CUAS, especially the Study and Examination Regulations, as well as other (study-legal) guidelines issued by the Academic Council of CUAS (in particular but not limited to the guidelines on good scientific practice, guidelines on the awarding of merit scholarships, possible specifications regarding Covid 19 measures)
 - CUAS Code of Conduct
- 1.2. The legal bases are publicly accessible, each as amended from time to time, and can be downloaded by the student from the intranet and/or are handed out together with the Agreement by CUAS.
- 1.3. CUAS is determined to ensure that the curriculum and the degree course scheme meet the requirements of the labour market, the scientific standards and the quality standards. The curriculum and/or degree course scheme may be subjected to modifications or revisions as a result of this necessary consideration and/or due to changes in the contractual basis. Amendments to the contractual foundations shall become binding for this contractual relationship the moment they take effect. Resulting from the freedom of teaching and the continual need to adjust the contractual basis to practical requirements, possible changes in law and to economic and organisational requirements, such changes or revisions are objectively justified and shall have no effect on the validity of this Agreement. The student shall acknowledge that such amendments as well as revisions are justified from the point of view of the freedom of teaching.

2. RIGHTS AND OBLIGATIONS OF CUAS

- 2.1. CUAS shall have the duty to plan and implement the UAS degree program for the duration of a full course of university education, provided that enough qualified students can be admitted. CUAS shall have the duty to ensure that degree programs are running smoothly, so that the degree program can be successfully completed within the prescribed period of study. If the selected CUAS degree program is unable to admit the number of students needed to conduct the degree program, CUAS shall be entitled to prevent the UAS

¹ Federal Act on University of Applied Sciences Degree Programs (FHG), Federal Law Gazette BGBl 340/1993; University Quality Assurance Act (HS-QSG), Federal Law Gazette BGBl 74/2011; Students' Union Act (HSG 2014), Federal Law Gazette BGBl 45/2014; Federal Act on Documentation in Education (BilDokG 2020), Federal Law Gazette BGBl 20/2021; Federal Act on Copyright in Literary and Artistic Works and on Related Rights (Copyright Act), Federal Law Gazette no. 111/1936; General Data Protection Regulation (EU) 2016/679, (GDPR); Federal Act on the Protection of Individuals with regard to the Processing of Personal Data (Data Protection Act - DSGVO), Federal Law Gazette BGBl 165/1999; Ordinance on University Statistics and Documentation in Education (UHSBV), Federal Law Gazette BGBl II 216/2019; Ordinance of the Board of the Agency for Quality Assurance and Accreditation Austria on the Provision of Information on Study Operations (FH-BIS-Verordnung).

For students of a corresponding health science degree program, the relevant legal regulations governing health and health professions shall additionally apply, such as currently the Federal Act on Medical and Technical Services (MTD-Gesetz) as well as the UAS Study Regulations of the Federal Act on Medical and Technical Services (FH-MTD-AV); the Midwives Act (Heb-Gesetz) as well as the UAS Study Regulations of Midwifery (FH-Heb-AV); the Health Care and Nursing Act (GuK-Gesetz) as well as the UAS Study Regulations for Health Care and Nursing (FH-GuK-AV).

- degree program or the study program of the UAS degree program from starting and terminate the Learning Agreement due to the lack of sufficient qualified students. The same applies in the event that the UAS degree program or the study program of the UAS degree program cannot be started and carried out in an organizational form ("part-time" or "full-time") due to a lack of sufficient students. Students affected shall be informed of this promptly. In such cases, an already paid tuition fee shall, in all events, be refunded to the student.
- 2.2. If a study program of the UAS degree program cannot be started and completed due to a lack of sufficiently qualified students, CUAS is able to offer the students concerned the opportunity to switch to another study program of the same degree program if the admission requirements are met. The same applies in the event that the UAS degree program or study program of the UAS degree program can only be started and completed in one organizational form ("part-time" or "full-time"). CUAS is able to offer the student to switch to the other organizational form. Affected students will be informed of this promptly. Any tuition fees already paid shall be refunded to the student in the event of termination of the learning agreement in accordance with point 2.1.
 - 2.3. CUAS shall have the duty to issue a student ID card and, at the end of each semester, provide performance records (Transcripts of Records) and issue performance-based degree certificates.
 - 2.4. CUAS shall have the duty to enable the student to download and print a corresponding performance record via "aCTIons", the administrative system of the degree program, no later than four weeks after performing all of the grade-relevant work in a course and/or module. Final examination documents and other confirmations due to the termination of the contract will be immediately issued by CUAS once the student has ensured that there are no open claims to be settled (such as costs incurred by not returning books, lab garments or keys, open fees, open excursion costs or any other costs incurred for CUAS).
 - 2.5. If the degree program includes areas of specialisation, a study place can only be provided if such a place is available. If the number of registrations for a certain area of specialisation is higher than the available study places, the places are awarded in accordance with a separate selection procedure based on criteria that are defined in the degree program and shall be communicated to the student in good time. CUAS also decides and informs students about the number of students required for a specialization. Accordingly, the student shall not have the right to a place in a certain area of specialisation.
 - 2.6. The place of study results from the chosen UAS degree programme and can be changed or relocated unilaterally by CUAS. Irrespective of that, individual parts or areas of the degree program, as well as individual courses and/or modules, may also take place outside of the specific place of study at another location or place. Individual courses or modules may also be held exclusively online in a "virtual classroom". In such cases, CUAS shall have the duty to inform the students of such changes as soon as possible. It shall be the sole responsibility of the student to organise travel to such location.
 - 2.7. Should one or multiple course(s) be cancelled or postponed due to illness of the instructor, force majeure or any other unforeseen events, the student shall have no right to the implementation of the course(s). In such cases, CUAS shall not be liable for the reimbursement of any costs whatsoever - except in the case of wilful intent and gross negligence. In the event of force majeure, CUAS shall reserve the right to alter and/or adjust teaching and study operations to suit the circumstances resulting from the event of force majeure.
 - 2.8. Education at CUAS may include field trips. Travel in the context of field trips shall take place at the students' own risk; CUAS shall not be held liable for damages of any kind.
 - 2.9. For students to be admitted to health science degree programs, CUAS shall have the additional duty to demand evidence that the student is medically fit by presenting a medical certificate using a standardised form. Proof of integrity (clean (criminal) record) is also to be demanded. The student must submit these certificates to the degree program director before starting the degree program. Such certificates, however, must meet the terms of the Data Protection Act by exclusively confirming the student's fitness and not disclosing any medical reports of specialists.
 - 2.10. Due to the study requirements created by the legislator or other legal foundations, the learning agreement between the student and CUAS may be linked to the fulfilment of additional study requirements (such as proof of an existing immune status/preventive vaccinations) by the student. CUAS as well as internships for the completion of compulsory internships provided for in the curriculum can link the possibility of completing the degree program to the fulfilment of these additional study requirements. If these requirements are not met, it may not be possible to complete the internship or degree program. CUAS informs the student about the necessary requirements in due time, but does not assume any liability in case

the student does not fulfill the study requirements in time or does not fulfill them completely. The student is solely responsible for fulfilling the study requirements.

3. RIGHTS AND OBLIGATIONS OF THE STUDENT

3.1. TUITION FEE AND STUDENT-UNION FEE

- 3.1.1 Pursuant to § 2 subsection 2 of the FHG, CUAS is entitled to collect a tuition fee amounting to EUR 363.36 per semester. If the legislator increases the tuition fee specified in § 2 subsection 2 of the FHG, CUAS shall have the right to increase the tuition fee to the same degree.
- 3.1.2 Pursuant to § 4 subsection 10 of the FHG, the student is a member of the Austrian Student Union. Accordingly, CUAS has the duty to collect a student-union fee per semester in the respective amount (§ 38 HSG 2014), which is then transferred to the Austrian Student Union. The student-union fee is also collected for each semester in which an interruption of studies is requested and approved.
- 3.1.3 The request for payment will be sent to the student's e-mail account. It states the amount payable and a personal accounting number.
- 3.1.4 The amount payable according to the electronic request for payment is to be transferred to the account of CUAS in a single payment transaction. When paying, it is mandatory to enter the accounting number included in the payment request into the customer data field. Failure to add this information will lead to delays in further processing. Payment is exclusively made into the account intended for this purpose.
- 3.1.5 The tuition fee and the Student-Union fee are payable in advance and within the payment period specified in the payment request. In the event that the tuition fee is not paid in time, the student is granted a period of grace (does not apply to first semester students). If the fee is paid within the period of grace, the amount of tuition fee is increased by 10%. The timely payment of the tuition fee and the student-union fee is a prerequisite for studying at CUAS.
- 3.1.6 With the full and timely payment of the tuition fee and the student-union fee, the student confirms the continuation of their intention to continue the degree program. Tuition fees need not be paid for times for which the degree program director has granted an interruption of studies in writing.
- 3.1.7 The reimbursement of an already paid tuition fee is basically only possible for applicants who waive their intention of commencing studies before they register for the first time. A written application is required if the fee is to be reimbursed. The application form is available at the administration office of the CUAS degree program. The relevant administration office must be in receipt of the application by October 31 (in case of winter semester) and by March 31 (in case of summer semester), the latest. If the application is submitted in time, the student agrees to receive a refund by bank transfer with the effect of discharging the debt of CUAS. At CUAS's option, the transfer can be paid either (i) into the identifiable account of the payer, or (ii) using correct and complete bank details disclosed by the applicant(s) himself/themselves. If the application is approved, the tuition fee less a processing fee amounting to €100.00 shall be reimbursed by early December for the winter semester and early May for the summer semester.
- 3.1.8 The reimbursement of an already paid student-union fee is basically carried out via the Austrian Student Union ("Österreichische Hochschüler*innenschaft").

3.2. FURTHER RIGHTS AND OBLIGATIONS OF THE STUDENT

- 3.2.1 The student shall have the duty to comply with the Learning Agreement and its contractual basis in terms of Section 1. In particular he*she shall have the duty to
- attend the courses and modules according to the degree course scheme, and participate actively and positively in the study courses.
 - give notice of illness or other reasons preventing them from attending courses in due time and provide proof accordingly.
 - specify in full any sources used when writing papers, in particular final papers and theses, and use the course materials made available to them for personal purposes only and not forward them to others.
 - observe the regulations on use relating to the teaching and research facilities, the instructions given by the responsible persons, the safety-related provisions and/or the instructions given by the staff responsible for safety.

- deal with the other students, the teaching staff and all other persons who they have contact with in the course of their studies in a respectful way and adjust their behaviour to the rules of the CUAS Code of Conduct, and ensure that the teaching and research activities of an open-minded educational institution are not impeded.
- participate in writing in the anonymous evaluations conducted by CUAS with the purpose of actively helping to shape the further advancement of degree program and teaching.
- use the created IT user account, e-mail address and access to the Internet exclusively for study purposes. It is forbidden to forward the password for the student account to others.

4. USE AND PROCESSING OF DATA, DILIGENCE AND CONFIDENTIALITY

- 4.1. CUAS is obligated and entitled to process and transfer personal data to the extent permitted by applicable law and regulations. This particularly includes the processing of personal data for fulfilling the contractual obligations of CUAS or students and the processing and transfer of personal data pursuant to the requirements of the University of Applied Sciences Act (FHG), the Educational Documentation Act (Bildungsdokumentationsgesetz) and the Ordinance on University Statistics and Documentation in Education as well as the Austrian Union of Students Act (HSG 2014). For that reason, the student is required to CUAS of his/her personal data to the extent that CUAS requires such data to fulfil legal and contractual obligations.
- 4.2. The student shall immediately notify CUAS of any changes to the supplied personal data, in particular to second name, place of residence and/or address for service.
- 4.3. CUAS shall provide the student with a student e-mail address within the scope of the IT user account set up for him*her. All notifications via e-mail from CUAS to the student shall be sent exclusively to this e-mail address. The student acknowledges this as proper delivery by CUAS. General information will also be sent to the student e-mail address. For this reason the e-mail address will be included in the corresponding e-mail distribution list.
- 4.4. Upon completion of the corresponding degree program, CUAS shall convert the student's CUAS e-mail address into an alumni e-mail address and make it available to the student for exclusively private use. In addition, the private e-mail address provided by the student to CUAS shall be processed by CUAS pursuant to Art 6 Para 1 lit b GDPR in connection with § 3 Z 10 Universities Act 2002 analogously. CUAS maintains regular contact with its graduates by sending e-mails to the alumni e-mail address and/or to the private e-mail address provided by the student. The student declares that he*she will use the alumni e-mail address exclusively for private purposes and hereby agrees that he*she may be contacted regularly by CUAS after graduation and may receive e-mails addressed to a larger circle of recipients within the meaning of § 174 TKG 2021. These e-mails may be sent for the purpose of providing information and conducting surveys or informing about educationally relevant and current topics in connection with CUAS. The student can object to the sending of each e-mail or at any time at alumni@fh-kaernten.at. CUAS reserves the right to prohibit the use of the alumni email address after completion of the degree program without giving reasons and to delete the data stored in the alumni email address.
- 4.5. In terms of modern and high-quality education, CUAS is increasingly using e-learning. In order to provide and improve e-learning resources, it is necessary to process the students' personal data. Information about scope and purpose of each respective data processing activity is provided in the platform-specific usage rules in accordance with the relevant legal data protection regulations. The use of e-learning resources is required for particular courses and may in future become a mandatory requirement for further courses as well. If students refuse to use the provided e-learning resources or to have their personal data processed in the context of such use, it will not be possible for them to complete such courses, and in some cases it may not be possible for such students to complete the degree program.
- 4.6. The student shall have the duty to keep strictly confidential
 - any UAS-related information of employees or students of CUAS or other persons,
 - business or trade secrets of CUAS,
 - research and development activities and results,
 which they might become aware of in the course of their studies, and not to disclose them to third parties.
- 4.7. In the course of a work placement or project-related internship or a job with a cooperation partner of CUAS, the student shall additionally have the obligation of secrecy and shall maintain data confidentiality in view

of any personal data he/she becomes aware of (in particular client data), business secrets of CUAS as well as any such data of the host organisation.

- 4.8. The student has the duty to treat any equipment, library media (print and e-media), keys or other materials made available to him/her in the course of his/her UAS study programme with utmost care and exclusively according to their intended study-related purposes. The student has the duty to report any damages that may have occurred to UAS property. In the case of theft, loss or damage of objects which the student carries with him/her, particularly of valuables, CUAS shall assume no liability.
- 4.9. The student additionally has the duty to return any equipment, library media (print or e-media), keys or other materials, which he/she was provided with in the context of a CUAS degree program, without delay if he/she discontinues his/her studies prematurely. Upon completion of the degree program, any materials provided are to be returned to the respective administrative CUAS degree program office immediately after the final examination. At all events, such materials must be returned before the academic graduation ceremony is held. Unless you have a certificate of discharge from the library and the facility management (if keys are handed out for rooms intended for educational purposes), no final certificates will be issued.

5. INTELLECTUAL PROPERTY

5.1. TEACHING, STUDY AND LEARNING MATERIALS

Any teaching or study materials provided in the context of teaching, study courses or examinations shall remain the intellectual property of the CUAS and/or the respective author as originator. Unless any other regulation can be derived from the respective contents of the teaching and studying materials, any use exceeding the limitations to copyright (e.g. copies or other reproductions for own use, citations of individual passages of a published literary work, etc.) and, consequently, any use of any materials of the CUAS infringing the provisions of copyright law without the express written approval of the CUAS or the author is not permitted.

It is declared that a violation of the copyright law may lead to the legitimate author or CUAS asserting claims for damages or to the termination of this learning agreement.

5.2. FILMING, PHOTOGRAPHY AND TAPE RECORDINGS

- 5.2.1. The student acknowledges that filming, photographing, making tape recordings or any other types of records of teaching activities are not permitted without the prior approval of the lecturer. This particularly applies to posting such recordings on which other people can be recognised on the Internet or on social networks. In such cases, the consent of any audibly and/or visually recognisable persons must be obtained beforehand.
- 5.2.2. CUAS is entitled to use pictures and videos including audio recordings which were created in the course of the education at CUAS (for example, as part of courses, field work placements) by and/or by means of the student, with the prior consent of all persons to be seen and/or heard on the recordings and free of charge. The student shall transfer all use and exploitation rights to such pictures and/or videos including audio recordings to CUAS unrestricted in terms of time, place and content (including but not limited to continued and repeated processing, reproduction, provision and exploitation). If it is necessary to use images and/or video recordings including audio recordings due to the respective didactic concept of the degree program, the student should have already be informed about this circumstance in advance, e.g., during the admission procedure. By accepting this learning agreement, the student agrees to such recordings.
- 5.2.3. CUAS also offers events outside of curricular study operations, in which students can participate. The student approves (§ 78 copyright law) that photos and videos including audio recordings created during the study course or when attending such courses held by CUAS are used for marketing purposes to the extent required, unrestricted in terms of time and place and without any separate compensation being payable.

5.3. INTELLECTUAL PROPERTY OF THE STUDENT

- 5.3.1. Any works created independently by students in the context of their degree program's teaching, study courses or examinations shall remain the intellectual property of the students. The student shall grant CUAS the right to use all works created by him/her in the course of the degree program free of charge and unrestricted in terms of time, place and content for research and teaching purposes, i.e. for teaching at

CUAS. This right includes the right to editing them and make them accessible on online networks, specifically the Internet, as well as on online platforms, in databases or other storage systems.

- 5.3.2. Due to the publication requirement pursuant to § 19 subsection 3 of the FHG, the student shall grant CUAS the right of publication with regard to his/her final thesis (bachelor or master's thesis/theses), which also includes naming the student as author.
- 5.3.3. The right of publication of CUAS is unrestricted as to time and space and also includes the following rights:
 - the right of reproduction and distribution of the work;
 - the right to enter the work in databases and other storage systems (also electronically), thereby making them accessible to third parties.
- 5.3.4. In accordance with § 19 subsection 3 of the FHG, the student is entitled to apply for the use of the thesis to be withheld for a maximum of five years from the time of delivery to CUAS. CUAS shall accede to this request if important legal or economic interests of the student or a third party are at risk. In this case, CUAS shall waive its right of publication for the duration in which the use of the thesis/theses is ruled out.
- 5.3.5. CUAS also endeavors to involve students in ongoing (research) projects with third parties. The student acknowledges that collaboration is only possible if he/she exclusively transfers to CUAS all rights to the work results (in particular works within the meaning of copyright law) that are achieved during the degree program in the context of projects for third parties through the student's collaboration.

6. TERMINATION OF THE LEARNING AGREEMENT

- 6.1. The Learning Agreement shall end automatically upon successful completion of the UAS degree program.
- 6.2. The student is permitted to terminate the Learning Agreement in writing at any time without having to state reasons. In case of termination up to the first inscription, Section 3.1.7 applies.
- 6.3. If both parties to the contract agree, the cancellation of the Learning Agreement is possible at all times without the need to state reasons.
- 6.4. The Learning Agreement shall end automatically if the tuition fee and/or student-union fee has not been paid in full by the end of the period of grace.
- 6.5. The Learning Agreement shall end automatically if the student fails to provide proof of fulfillment of the admission requirements by submitting the original documents or by sending certified copies of the original documents, or if the student's UAS degree program admission requirements are no longer met.
- 6.6. The Learning Agreement shall end automatically upon negative assessment of the student's last possible exam resit except in the event that the study year is repeated as defined in the Study and Examination Regulations.
- 6.7. The Learning Agreement may be terminated on the part of CUAS with immediate effect, specifically if the student
 - fails to pass a course with positive assessment within the periods specified in the Examination Regulations;
 - violates one of the contractual bases mentioned in Section 1, specifically if the Study and Examination Regulations are violated or the house rules or the Code of Conduct;
 - exhibits a behaviour that harms the basis of trust, such as forgery of documents, signature fraud, cheating;
 - behaves in a way that adversely affects study operations;
 - exhibits misconduct towards CUAS members (teaching faculty, employees or students) or other persons such as cooperation partners which discriminates, harasses, degrades or impairs the mental or physical health of these persons;
 - exhibits a behaviour that seriously damages the public image of CUAS.
- 6.8. The Learning Agreement can also be terminated by CUAS if the funding institution which provides subsidies to finance the degree program, for whatever reasons stops making payments.

6.9. EFFECTS OF TERMINATING THE AGREEMENT

- 6.9.1. After termination of the Agreement, the student is issued an exmatriculation statement ("Abgangsbescheinigung") upon application. A transcript of records, which includes all successfully passed exams required for the UAS degree program, must be attached to the exmatriculation statement.

- 6.9.2. It is not possible for the student to be readmitted to the degree program if this Agreement ended automatically due to the negative assessment of the student's last possible exam resit or if CUAS ended this Learning Agreement in accordance with Section 6.6.
- 6.9.3. Sections 4 and 5 of this Agreement shall remain valid even after termination of the Agreement.

7. FINAL PROVISIONS

- 7.1. This Learning Agreement will be made available to the student as a pdf document and can be printed and saved for documentation purposes.
- 7.2. This Learning Agreement and all rights and obligations arising therefrom shall be governed by the law of the Republic of Austria excluding the international conflict-of-law rules. For all disputes arising from and in connection with this Learning Agreement, it is agreed that the court with subject-matter jurisdiction at the registered office of CUAS (Villach) shall have exclusive jurisdiction. By way of derogation, pursuant to § 14 KschG (Consumer Protection Act), the place of jurisdiction for legal action against the student is his/her place of residence or habitual abode or place of employment, provided it is in Austria. Furthermore, § 18 subsection 1 of the EugVVO (Council Regulation on Jurisdiction and the Recognition and Enforcement of Judgements) shall apply.
- 7.3. For purposes of interpretation, if this contract is also issued in languages other than German (translation), only the German version shall be the authentic version.
- 7.4. This Learning Agreement does not constitute a basis for any kind of employment relationship. Labour-law provisions shall not be applicable to this contractual relationship.
- 7.5. Any modifications to this Learning Agreement including this provision shall be in writing. No verbal side arrangements have been made. Any agreements made previously shall lose their validity upon the signature of this Learning Agreement.
- 7.6. If any provision of this Learning Agreement shall be invalid, this shall not affect the validity of all other provisions. The invalid provisions shall be regarded as replaced by such valid provision that as closely as possible reflects the economic purpose that the parties hereto had pursued with the invalid provision.