

1. Legal basis for students

The Student shall observe the Student Agreement for admission to FH JOANNEUM Gesellschaft mbH (hereinafter referred to as FH JOANNEUM) as a non-degree student at a Certificate University of Applied Sciences programme for further education, the curriculum, the electronic student ID card, any provisions for the charging of tuition fees/cost contributions in accordance with Sec. 2 of the FHG (BGBl. No. 340/1993 as amended), the IT Regulations, the Charter issued by the FH JOANNEUM Board and any other relevant resolutions of the Board (including but not limited to the Study and Examination Regulations, regulations on good scientific practice and on plagiarism), the Library Regulations, the House Rules for the premises and infrastructure of the respective location/place of study, including the relevant Laboratory/Workshop Regulations, Parking Regulations, Fire Safety Regulations etc., the Data Protection Handbook and data protection regulations as well as any other legal or official provisions relating to the studies as amended.

2. Requirements of residence permit, authorisation etc.

The Student bears sole responsibility for obtaining a residence permit or other relevant permit or authorisation required to study at FH JOANNEUM and thus also bears sole responsibility for maintaining and renewing such a residence permit or authorisation. She/He will notify FH JOANNEUM thereof without being requested to do so and answer any enquiries FH JOANNEUM may have in this respect immediately in writing.

Any requirements to be met by a specific deadline must be met by that deadline. The foregoing shall apply mutatis mutandis.

3. Immunisation requirements

The Student shall be solely responsible for ensuring that she/he meets all mandatory immunisation requirements specified for admission. She/He must meet all relevant requirements throughout the period of study and is obligated to check her/his immunisation status and obtain booster vaccinations on a regular basis or according to FH JOANNEUM's specifications in order to ensure seamless and comprehensive protection.

Any requirements to be met by a specific deadline must be met by that deadline. The foregoing shall apply mutatis mutandis.

4. Requirements technical equipment

At the beginning of the course, the student is obliged to have the technical equipment for e-learning and exams available electronically which is suitable for the needs of the course.

5. Cancellation of lectures

FH JOANNEUM shall be entitled to cancel lectures should the minimum number of participants not be reached.

6. Changes in course and lecture location and lecture times

The Student agrees in particular to attend individual lectures at other FH JOANNEUM locations or other universities or places served by public transport subject to the requirements of FH JOANNEUM or the relevant Certificate University of Applied Sciences programme for further education.

The Student likewise agrees to continue her/his studies at a new location/place of studies if the Certificate University of Applied Sciences programme for further education is relocated to another location in agreement with AQ Austria and/or other relevant

competent authorities.

FH JOANNEUM is entitled to schedule lectures and exams on Saturdays and Sundays and in exceptional cases also outside teaching hours provided that the students are notified in good time.

7. Measures in the event of an epidemic or pandemic

FH JOANNEUM shall be entitled to take all measures necessary to protect its employees and students in the event of an epidemic or pandemic. For example, students may be required to present appropriate proof of non-infectiousness in order to take part in classes and examinations that must be held in person for practical or technical reasons. Students may also be required to wear protective masks and adhere to any other mandatory hygiene and safety measures. Students who do not comply with mandatory testing or measures will not be allowed to take part in in-person classes and examinations.

8. Graduation documents, academic degrees, delays due to FHG provisions

The Student expressly acknowledges that the graduation documents for Master Certificate Programmes conferring the relevant academic degree or designation according to Sec. 9 (3) FHG can only be handed over or sent following a resolution of the chairperson of the university of applied sciences board pursuant to Sec. 10 (4) (4) FHG as the relevant body. There may be a period of up to four weeks between the final (board) examination or similar and the handing over or sending of the graduation documents (including but not limited to the graduation certificate, diploma, Diploma Supplement).

The student in Academic Certificate Programmes or Certificate Programmes expressly acknowledges that under certain circumstances there may be a period of up to four weeks between the time of taking the last examination or completing the last course and the handover or transmission of the final documents.

9. Where required permission for electronic storage

The Student in Master Certificate Programmes expressly agrees – under the provisions of Sec. 19 (3) FHG – that Master's theses will be stored electronically and may be published worldwide, including a download option for authorised persons.

10. Email addresses, mandatory use

The Student shall use any email addresses provided by FH JOANNEUM in her/his communications with FH JOANNEUM and in particular with its lecturers and to regularly check her/his inbox and make every reasonable effort to ensure that emails can be received (e.g. by clearing her/his inbox).

11. Duty to return objects and items, consequences of violation

The Student shall return all objects and items made available to her/him by FH JOANNEUM (access cards, copy cards, borrowed books or media, hardware, software etc.) and settle any unpaid bills (e.g. library fees); FH JOANNEUM will not issue any certificates, documents etc. until such time.

12. Reimbursement of special costs

The Student undertakes to reimburse FH JOANNEUM for all costs exceeding the costs of materials, equipment and other services related to the regular, day-to-day business of the Certificate University of Applied Sciences programme for further education – provided that FH JOANNEUM asserts such claims. This shall include but not be limited

to costs of specific third-party liability insurance, the organisation of non-mandatory activities (e.g. voluntary field trips or excursions), the provision of teaching and learning materials in addition to the materials specified above, books or bound scripts, or extraordinary copying expenses. In the event of a pandemic, FH JOANNEUM shall also be entitled to charge for the provision of any personal protective equipment (e.g. face mask), test or vaccines required.

13. Student fee, third-party liability insurance

The Student shall pay the student fee (ÖH membership fee), including any special contributions, pursuant to Sec. 38 (2) of the Student Union Act (HSG 2014, BGBl. I No. 45/2014 as amended), which is required for the admission or continuation of studies and ensures general third-party liability insurance cover by the insurance provider of the Austrian Student Union (ÖH).

14. Works, utility models/designs, trademarks and associated rights

Works, utility models/designs and trademarks created by students in the context of teaching, studying and examinations on the Certificate University of Applied Sciences programme for further education remain their intellectual property. The Student grants FH JOANNEUM exclusive rights to any works, utility models/designs and trademarks created in the context of projects for third parties (such as projects for companies as part of an individual course), including, e.g. an unlimited permission for use or a right of use in online networks, for all types of exploitation and/or a licence for all types of use.

15. Inventions and associated rights

Inventions within the meaning of the Patent Act (PatG) or the Utility Model Act (GebrMG) that were made by students in the context of teaching, studying and examinations on the Certificate University of Applied Sciences programme for further education are their intellectual property. The Student will offer FH JOANNEUM any such inventions made during the course of study in the context of projects for third parties (e.g. projects for companies as part of an individual course) (subject to an agreement to the contrary according to point 16). FH JOANNEUM has the right to claim the invention within four months of the date of the offer. This means that FH JOANNEUM exclusively acquires all rights to the invention, including but not limited to the right to assign it to third parties (e.g. project partners). If FH JOANNEUM claims the invention, it shall pay the Student an appropriate remuneration within the meaning of Sec. 9 PatG within six months of claiming the invention.

16. Individual Agreements

If the Student in a Master Certificate Programme intends to conclude an individual agreement with a company concerning works created as part of an internship or co-op programme, she/he shall notify FH JOANNEUM via the head of the Master Certificate Programme by submitting the agreement to be concluded in advance. If FH JOANNEUM does not object to the agreement within 2 weeks of notification, the agreement shall be deemed to be approved. Such agreements shall take precedence over the provisions of sections 14 and 15

Individual work-related agreements may, notwithstanding sections 14 and 15, be concluded at any time in writing between the Student and FH JOANNEUM via the head of the Master Certificate Programme.

17. Confidentiality

The Student shall keep any and all confidential information received in the course of her/his studies strictly confidential and shall not disclose such information to unauthorised third parties. Confidential information shall include but not be limited to industrial and trade secrets, data (including but not limited to personal data within the meaning of the Data Protection Act such as corporate data, income data, biometric data, location data and data about health and sexual

life), designs, know-how, analyses, calculations, copies and other relevant documents obtained in any way by the Student in the course of the lectures and internships provided by FH JOANNEUM or at the training or internship companies. Failure to comply with this confidentiality obligation may render the Student fully liable, at least under civil law. This provision shall be without prejudice to confidentiality obligations stipulated in other provisions (e.g. Data Protection Act as amended). The confidentiality obligation with respect to confidential information shall remain in full force and effect after the end of the studies without restrictions.

18. Termination by Student

The Student shall be entitled to terminate the Agreement without giving reasons and without notice. The termination must be verifiably declared in writing to the head of the Certificate University of Applied Sciences programme for further education or the Division of Continuing Education, Study Administration and Study Law (an email is considered sufficient).

19. Termination by FH JOANNEUM

FH JOANNEUM shall be entitled to terminate the Agreement for good cause without giving notice. The following may be considered good cause:

- severe violations of this Agreement and associated regulations, e.g. Studies and Examination Regulations, regulations on good scientific practice and on plagiarism;
- use or attempted use of unauthorised aids during examinations, projects or written work;
- repeated non-compliance with examination dates and/or submission deadlines without sufficient lawful justification;
- soiling, damage or any other actions of the Student or objects or animals related to him/her that impair or disturb regular operations;
- failure to attend courses for an extended period of time without substantial reasons;
- failure to obtain a residence permit, immunisation or similar entitling the Student to study at FH JOANNEUM;
- conviction of the Student for a criminal offence which would also result in loss of public office in accordance with existing statutory provisions;
- criminal or illegal acts related to studying or against members of FH JOANNEUM, or reprehensible or inappropriate behaviour towards members of FH JOANNEUM or similar as part of professional internships or towards contractual partners of FH JOANNEUM and their staff (including but not limited to insult, defamation, stalking, bullying, sexual harassment and sexism, racism and similar behaviour);
- any reasons stipulated by law that lead to or enable the immediate termination of studies unless the studies and the Agreement terminate automatically;
- any personal conduct that might seriously damage the public reputation of the postgraduate course or FH JOANNEUM (including but not limited to social networks and at public events organised by FH JOANNEUM);
- non-compliance with financial obligations despite a written warning;
- non-payment of the student fee (ÖH membership fee), including any special contributions payable.

20. Jurisdiction in cases subject to the Consumer Protection Act

Regarding complaints against consumers within the meaning of the Consumer Protection Act (KSchG) who have their place of residence or habitual residence in Austria or are employed in Austria, the place of jurisdiction within the meaning of Sec. 14 KSchG is the court district

where the consumer has her/his place of residence, habitual residence or place of employment. If the contract was entered into with a consumer who is resident in a member state of the European Union (except Austria), Iceland, Norway or Switzerland, then the sole place of jurisdiction for any lawsuits filed against the consumer is the relevant local competent court.

21. General clause

Contracting parties whose native language is not German will receive the present General Terms and Conditions in English in addition to the German version.

In the event of any ambiguities, doubts or similar, in particular concerning the acknowledgement or interpretation of the General Terms and Conditions, the German version shall prevail.