

# EDUCATIONAL TRAINING CONTRACT

Concluded between	Lauder Business School Hofzeile 18-20 A-1190 Vienna
<i>as operator of the University of Applied Sciences (UAS) Degree Program</i>	
<i>hereinafter referred to as LBS</i>	
and	
<i>hereinafter referred to as "the student".</i>	

The student has been admitted to the respective UAS-Degree Program and is entitled to take up studies at the beginning of the academic year 2017/18.

The contract is legally binding with the signature of all involved parties and the student's registration semester by semester. Matters of the dormitory and mensa are not part of this contract, due to the fact that they are not operated and managed by LBS. All matters regarding scholarships are excluded from this contract and need separate agreements with the provider of the scholarship.

All changes and amendments to this contract have to be completed in written form and countersigned by all involved parties.

## **1. Obligations of the operator of the Degree Program, the Lauder Business School (LBS)**

LBS is obliged to provide the following services, or to comply with the following special requirements in the performance of the services, respectively:

- 1.1. The UAS-Degree Program shall be operated based on the Administrative Decision of the Federal Ministry of Education, Science and Culture, and according to the Austrian Act governing Degree Programs of an University of Applied Sciences (Fachhochschul-Studiengesetz, FHStG) as amended from time to time. The operator of the UAS Degree Program will endeavour to ensure availability of adequate premises and of qualified teaching staff.
- 1.2. LBS is obliged to hold required examinations, to provide the relevant certificates/transcripts upon completion of each semester and upon completion of the entire degree program for the period of time required to complete the program. The duration of the program is two academic years (4 semesters).
- 1.3. LBS issues a student identity card at the beginning of the first study year and assigns a student ID number.

## 2. Obligations of the Student

- 2.1. The student is obliged to comply with the study and examination regulations and to observe all LBS Academic Policies, which can be accessed and reviewed in the LBS Campus Information System (CIS) at <https://cis.lbs.ac.at>
- 2.2. The student is obliged to comply with the instructions of the Director of Studies of the UAS Degree Program and of the individual lecturers whenever such instructions concern the exam regulation, the academic standards as well as the content of courses. In order to set up a thriving academic community, students will be expected to participate actively and constructively in the courses.
- 2.3. The student is obliged to retrieve and is held responsible for retrieving all relevant study information through the communication media at LBS in good time (Internet, Intranet (CIS), e-mail, display case etc.).
- 2.4. Attendance in the classes of the courses is mandatory; the general rule of unattended lessons allowed per subject will be announced at the beginning of each semester in the syllabi of the respective courses or in the LBS Academic Policies, which can be accessed and reviewed in the LBS Campus Information System (CIS) at <https://cis.lbs.ac.at>
- 2.5. The learning material, which is made available by LBS and its lecturers, is designated only for the individual student's use and may not be made available to third parties.
- 2.6. Letter heading, logo and additional corporate design features used by LBS are legally protected and may not be used by the student for his or her own purpose. In special cases, and only upon written request, exemptions can be authorised by the Managing Director.
- 2.7. The student is obliged to fully specify all sources used for composing of any kind of thesis, paper or piece of work, according to the LBS scientific standards, which are accessible on the LBS website (<http://lbs.ac.at/business-studies/research/lbs-scientific-standards/>). All parts which resemble any other work, in meaning or in wording, must be identified by the indication of the used sources.
- 2.8. The student acknowledges that besides Austrian public holidays, Jewish religious holidays are respected as an integral part of the academic calendar.
- 2.9. It is obligatory for the student to treat the furniture and equipment of the seminar rooms and the rest of the building provided by LBS with care. Furthermore students undertake to comply with all instructions and safety regulations for rooms and equipment. Any damage caused by the student has to be reported immediately. The student will be personally held responsible for any damage caused by wilful and/or negligent behaviour. The LBS Academic Policies form an integral part of this contract. Each incident has to be reported to the academic administration immediately.

- 2.10. The student is obliged to comply with the terms of IT Security, which form an integral part of this contract and will be announced in the LBS Academic Policies as amended from time to time.
- 2.11. The student is obliged to buy the course materials (scripts, books, etc.) necessary for the individual courses of the UAS Degree Program. If such course materials are provided by the lecturers themselves, the student will have to purchase them directly from the respective lecturer.
- 2.12. In due course the student must provide the statistical personal data required pursuant to the Austrian Act governing programs of University of Applied Sciences (§23(4) FHStG).
- 2.13. The student needs to report any changes in his/her student data immediately.
- 2.14. The UAS Degree Program may only be interrupted for material, personal or professional reasons. Such material reasons include, without limitation, pregnancy, being called-up for military service, serious sickness or the obligation to take over the care of another person. Any interruption has to be requested by the student in writing, the reasons must be substantiated by evidence or prima facie evidence. An interruption of the program requires the written approval of the Director of Studies.
- 2.15. The student is obliged to fulfil all requirements for legal residency in Austria (e.g. the compulsory continuous social security).

### **3. Assessment of Student's Performance**

- 3.1. The assessment of student performance is executed according to the Examination Regulations as amended from time to time, which can be accessed and reviewed in the LBS Campus Information System (CIS) at <https://cis.lbs.ac.at>
- 3.2. Students enrolled in the scholarship program of the JHF accept that their G.A. will be communicated to the representative of the JHF.

### **4. Tuition Fee**

- 4.1. The student is obliged to pay the tuition fee pursuant to the Austrian Act governing programs of University of Applied Sciences (§2 (2) FHStG). The tuition fee must be paid in one lump-sum prior to the start of the UAS Degree Program (for the upcoming academic year), whereby the deadline fixed by LBS has to be observed.

If the payment is not made on time, the resulting fees and expenses will be charged to the student. Any bank fee incurred shall be covered by the student.

In case the student fails to pay the requested amount within the set period of time, this will be treated as a material breach of contract (see section 6.4, below).

- 4.2. If the admitted student fails to take up his/her studies, the tuition fee will not be refunded; the same applies if the student drops out of the UAS Degree Program without material reasons. If the student has material reasons for dropping out, the student may file an application for a refund of the tuition fee or parts thereof. The decision on such application shall be made by LBS at its sole discretion and shall not be subject to review or appeal.
- 4.3. The student is obliged to bear additional costs not covered by the tuition fee (insurance, specific teaching materials, copies, excursion fees, etc.) which will be charged whenever these expenses arise.
- 4.4. Students at Austrian Universities of Applied Sciences are members of the Austrian National Union of Students (the ÖH) pursuant to the Austrian Act governing programs of University of Applied Sciences (§ 4 (10) FHStG). The student is obliged to pay a membership fee (ÖH Beitrag) each semester to LBS, which then forwards the fee to the ÖH.

## **5. Exploitation right for final papers (Bachelor Theses and Master Theses) and intellectual property of students**

- 5.1. LBS is entitled, but not obliged, to publish final papers of the student (Bachelor Theses or Master Theses) giving credit to the author(s). The right of the student to independently publish the work will not be affected by the above. LBS's right of exploitation of final papers shall be without temporal or geographic limitations ("unbeschränkte Werknutzungsbewilligung") and also includes the following rights:
  - the right of duplication and dissemination of the paper/work
  - the right to integrate the work into databases and storage systems and to make the work available to third parties
  - the right of editing the work. Publication of an edited work requires the consent of the original author (student) and a note that this work has been edited. The original author (student) may refuse consent in case the edited version contains mistakes regarding the content.
- 5.2. Only LBS is entitled to remuneration resulting from the publication of final papers by LBS. In this case the original authors of the work (the students) are not eligible for any remuneration.
- 5.3. Regarding all other intellectual property that has been created by the student in the course of study at LBS: The student transfers exploitation rights of this intellectual property free of charge to LBS, this transfer shall be without temporal or geographic limitations ("unbeschränkte Werknutzungsbewilligung"). The right of the student to independently publish the work will not be affected by the above.

- 5.4 The student declares his/her consent that his/her submitted work may be used, without any temporal or geographic limitation, for plagiarism-checking purposes, as well as for optimizing the performance evaluation and monitoring of their work by the university and/or third parties authorized by the university.
- 5.5 LBS is entitled to have photographs and films taken of the student during study activities, official LBS events and everyday life on the campus. LBS is entitled to publish and use such photographs and film for the purpose of informing about and advertising LBS and its activities on all types of media, including social networks.

## **6. Termination of the Educational Contract**

- 6.1 This contract ends automatically after the student's successful completion of this UAS Degree Program
- 6.2 This contract is terminated automatically in case the student fails a second retake examination (Commission Exam) or an unexcused absence of this last exam. In case the student receives permission to repeat an academic year, this contract will not be terminated.
- 6.3 The student is entitled to terminate the contract by his/her unilateral withdrawal without the necessity of giving any reasons. Termination of the contract by the student must be reported in writing to the Director of Studies of the UAS Degree Program and shall become effective upon receipt of such notice or from any later date specified in that notice. After the termination of the contract has become effective, the student is no longer entitled to attend the courses or use the facilities of LBS. ID cards, books, hardware, software, locker keys, or any other valuable items owned by LBS have to be returned the day the termination of the contract becomes effective. The student will be held responsible for any cost due to the untimely return of the respective items.
- 6.4 In the case of a material infringement of the contract or of the Examination Regulations and LBS Academic Policies, both with regard to disciplinary issues and the quality of students' work and conduct that results in damage to LBS's reputation, LBS may expel the student from the UAS-Degree Program with immediate effect. Such a decision of LBS shall be legally binding and final if the student does not file an appeal against it to the Arbitration Tribunal specified below within three LBS-working days following the receipt of the written decision.

## **7. Use and processing of data, obligation of secrecy**

- 7.1. The student agrees that his or her personal data are processed and used in terms of IT usage. LBS undertakes to supply the Austrian National Statistical Office with the relevant personal data of its students, as required and identified under the Austrian Act governing Degree Programs of an University of Applied Sciences (§23(4) FHStG). Such data will be forwarded, if necessary, for the purpose of study or due to legal requirements. LBS is required to report such student data for example in the framework of the BilDokG, the Austrian National Student Union, the Austrian Federal Computing Centre (BRZ), the Agency for Quality Assurance and Accreditation Austria (AQ Austria) as well as the Federal Ministry of Science, Research and Economy (bmwfw).
- 7.2. The learning material, which is made available by LBS and its lecturers, is designated only for the individual student's use and may not be made available to third parties.
- 7.3. The student must keep confidential and not disclose to third parties any confidential information, which are made known to him/her in connection with his/her studies at LBS (e.g. personal and sensitive data, participation in research activities, specific projects, or traineeships/internship).

## **8. Arbitration Tribunal**

Any and all disputes arising from or in connection with this contract shall fall within the exclusive competence of an Arbitration Tribunal. The Arbitration Tribunal is comprised of one delegate of LBS's board, one delegate of the faculty of the UAS Degree Program, and a signee of this contract on behalf of LBS - this signee will not have terminated the contract. The tribunal has to give the student the opportunity of a hearing. The student may call one of his/her cohort representatives as a counsellor. The tribunal shall endeavour to decide on any disputes within 30 days upon receipt of the student's request. The decision of the tribunal shall be final. The whole proceeding shall be documented in written form. Personal statements shall be recorded verbatim. The arbitration shall take place in Vienna, the language of the proceeding shall be English. Unless provided otherwise herein, all regulations of the Austrian Code of Civil Procedure regarding arbitration (§ 577 ZPO) apply.

Resort to the ordinary courts of law in relation to disputes falling within the responsibility of the Arbitration Tribunal shall be explicitly excluded.

## 9. Governing Law

This contract shall be governed by the laws of the Republic of Austria excluding its conflict-of-law's provisions.

Signed on behalf of the Lauder Business School on the \_\_\_\_\_

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Alexander Zirkler  
Executive Manager

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Director of Studies

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Date, Signature Student