

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 also referred to as LBS</i>	
And	
<i>hereinafter also 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 2020/2021.

This present Educational Training Contract (hereinafter also referred to as the/this "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 three academic years (6 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 via https://community.lbs.ac.at/files/General_Policies_and_Forms/Academic_Standards_V1.13_20200217.pdf, which can be accessed and reviewed in the LBS Intranet. Thus the student is obliged to make him/herself familiar with all policies, procedures, templates etc as presented and as available for students/all in the LBS Intranet. The access data for LBS Intranet has been sent to the student in a separate mail before conclusion of this Educational Training Contract.
- 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. The student acknowledges the lecturers' academic freedom, also as to the substantial and methodological structure of the lectures.
- 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, 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 Standards, which can be accessed and reviewed in the LBS Intranet via https://community.lbs.ac.at/files/General_Policies_and_Forms/Academic_Standards_V1.13_20200217.pdf.
- 2.5. The learning material, which is made available by LBS and its lecturers, is designated only for the individual student's use for the purpose of the studies subject to this contract 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 of whatsoever nature. In special cases, and only upon prior explicit written request, exemptions can be explicitly authorised by the Managing Director at his sole discretion in writing.

- 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 Intranet via https://community.lbs.ac.at/lbs-academic-policies/general-policies/lbs-scientific-standards.php?p_id=87. 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 by the student immediately. The student will be personally held responsible for any damage wrongfully caused by wilful and/or gross negligent behaviour. The LBS Academic Policies (<https://community.lbs.ac.at/lbs-academic-policies/general-policies.php>) form an integral part of this contract. Each incident in breach of these LBS Academic Policies 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 have at her/his disposal the course materials (scripts, books, etc.) necessary for the individual courses of the UAS Degree Program (at the student's own discretion either via LBS library or LBS electronic library or via borrowing etc)
- 2.12. The student needs to report any changes in his/her student data immediately.
- 2.13. 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.

All interruptions must exclusively be granted in accordance with para 14 of the Austrian Act governing programs of University of Applied Sciences (FHStG).
- 2.14. 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 statutes on the LBS website, which can be accessed via https://www.lbs.ac.at/wp-content/uploads/2020/01/Satzung_V2.2_20200123.pdf.
- 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 aware and acknowledges that the tuition fee does not cover her/his personal expenses such as personal insurances, personal photocopies, or costs of optional excursions etc.
- 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. Usage right for final papers (Bachelor Theses and Master Theses) and for work in class and intellectual property of students

- 5.1. In accordance with Sec 19 para 3 FHStG, LBS is entitled, but not obliged, to publish final papers of the student (Bachelor Theses or Master Theses) and other works of the student elaborated for and/or during class (e.g. via Instagram and/or similar), in each case giving credit to the author(s). The right of the student to independently publish the work will not be affected by the above. These LBS's rights of use shall be without temporal or

geographic limitations (“unbeschränkte Werknutzungsbewilligung”) – except by above mentioned not affected rights of the student - 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.

In accordance with Sec 19 para 3 FHStG the student is entitled to request the exclusion of such use as per Sec 19 para 3 FHStG for a maximum period of five years and LBS will grant such request in case important legal or commercial interests of the student evidenced by the student would be in danger.

- 5.2. . For the avoidance of doubt, it is stated that any publication of student's final papers by LBS in accordance with Sec 19 para 3 FHStG or other works by student as per section 5.1 of this contract shall not be remunerated by LBS. In case of any remuneration paid by third parties for any such publications, such remuneration/any economic outcome shall be shifted to the student who will be solely responsible for due taxation and any other duties as applicable and shall hold LBS harmless in this respect. .
- 5.3 Regarding all other intellectual property that has been created by the student in the course of study at LBS on basis of LBS-resources and/or LBS-infrastructure: LBS shall be entitled to use student's intellectual property for teaching and instruction purposes at the LBS and to upload student's work on data bases, platforms and the like in electronic format in connection with LBS as university of applied studies.
- 5.4. The student must demonstrate to LBS that his/her submitted work (final papers) was produced without any plagiarism.

This demonstration must either

a) be provided by student together with the submitted work endorsed by a sworn and certified neutral expert (e.g. notary, professor state university) assigned/contracted by the student stating the outcome and result of a plagiarism check as practised in Austria at universities and/or universities for applied studies, or

b) the student will instruct simultaneously with the respective submission LBS to perform such plagiarism check (rf. https://community.lbs.ac.at/files/General_Policies_and_Forms/Bachelors/Bachelor_Theses_Guidelines_IBA2018_V1.0_20200210.pdf) together with the necessary declaration of student's consent.

For the avoidance of doubt it is stated that in case of a) the student shall bear any and all costs if any in case he assigns/contracts a sworn and certified neutral expert exclusively and is solely responsible that all deadlines as stipulated and communicated are met; no extension of any deadlines are granted by LBS in this respect.

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 declaration without the necessity of giving any reasons (Declaration of Termination). Such Declaration of 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 on the day 0:00 following the last day of the respective semester in which the Director of Studies has received the student's written Declaration of Termination (termination date). 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 LBS House Rules (as provided in clause 9.3 Academic Standards "Student Responsibilities" and in clause 10. Academic Standards "Student conduct in class" via https://community.lbs.ac.at/files/General_Policies_and_Forms/Academic_Standards_V1.13_20200217.pdf) and 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 terminate this contract with immediate effect.

7. Use and processing of data, obligation of secrecy

- 7.1 The student is aware that his or her personal data are processed and used in terms of IT usage for the performance of this contract and due to mandatory legal requirements. LBS is legally obliged to undertake 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 processed and forwarded, if necessary, for the purpose of the student's studies (i.e. for the performance of this contract) or due to mandatory legal requirements. LBS is legally obliged 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 for the purpose of the studies subject to this contract and may not be made available to third parties.
- 7.3 The student must keep strictly confidential and never disclose to any third parties any confidential information, which are made or became due to whatsoever reason known to him/her in connection with his/her studies at LBS (e.g. personal and sensitive data, personal and sensitive data of other students, personal and sensitive data of any LBS staff, participation in research activities, specific projects, or traineeships/internship).

8. Other provisions

- 8.1. For the avoidance of doubt, it is stated that this contract does not represent or constitute any form of work relationship.
- 8.2. Any amendment or addition to this contract must be made in writing. This provision also applies to an amendment to this "in-writing"-requirement. Any oral or written agreements between student and LBS in connection to this contract become null and void upon signing of this contract.
- 8.3. If any provision of this contract is or becomes invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without affecting the validity or enforceability of the other provisions of this contract. In such case student and LBS will agree on a valid appropriate substitute provision.

9. Venue

Exclusive jurisdictional venue for disputes arising out or in connection with this contract shall be the respective competent Court of jurisdiction in Vienna – Inner City.

However, in accordance with Section 14 Austrian Consumer Protection Law (§14 *Konsumentenschutzgesetz – KSchG*), the jurisdictional venue for the taking of legal action against the student shall be the respective competent Court in Austria at the student's permanent address or student's usual residence or students' place of employment.

10. Governing Law

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

Signed on behalf of the Lauder Business School on September 30, 2020

Alexander Zirkler
Executive Manager

Director of Studies

Date, Signature Student