

# EDUCATIONAL TRAINING CONTRACT

<b>Concluded between</b>	Lauder Business School Hofzeile 18-20 A-1190 Vienna
<i>as operator of the University of Applied Sciences (UAS)-Continuing Higher Education Program</i>	
<b>Online Master of Business Administration (MBA) (A 0220001) Online Executive Master of Business Administration (EMBA) (A 0220002)</b>	
<i>hereinafter also referred to as LBS</i>	
And	
<i>hereinafter also referred to as "the Continuing Education Student".</i>	

The Continuing Education Student has been admitted to the respective UAS-Continuing Higher Education Program and is entitled to take up studies at the beginning of the academic year 2024/2025.

This present Educational Training Contract (hereinafter also referred to as the/this "Contract") is legally binding with the (digital) signature of all involved. The Contract between LBS and the Continuing Education Student comes into effect at the time of the electronic receipt of the admission confirmation by the Continuing Education Student (acceptance of the offer to conclude the Contract). A digital/electronic transmission of the admission confirmation to an email address provided by the Continuing Education Student is considered sufficient to make the contractual relationship between LBS and the Continuing Education Student legally binding.

### **Withdrawal of the Contract**

The Continuing Education Student has the right to withdraw from the Contract with LBS free of charge within 10 working days as of the date of conclusion of the Contract (= the date of electronic delivery of the confirmation of admission) without giving any reasons.

In order to exercise the right of withdrawal, the Continuing Education Student must inform LBS of the decision to withdraw from the Contract by means of a clear statement in writing. In order to meet the above-mentioned withdrawal deadline, it is sufficient that the notice of the withdrawal was sent in writing before the expiry of this deadline and verifiably delivered to LBS.

For the avoidance of doubt it is expressly stated that 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 Continuing Higher Education 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- Continuing Higher Education Program shall be operated based on the Administrative Decision of the Austrian Federal Ministry of Education, Science and Research, and according to the Austrian University of Applied Sciences Act (*Fachhochschulgesetz*, FHG) as amended from time to time. The operator of the UAS-Continuing Higher Education Program will endeavour to ensure availability of adequate premises, technical tools 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 UAS-Continuing Higher Education 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 assigns a student ID number at the beginning of the first study year.

### 2. Obligations of the Continuing Education Student

- 2.1. The Continuing Education 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](https://community.lbs.ac.at/files/General_Policies_and_Forms), which can be accessed and reviewed in the LBS Intranet. Thus, the Continuing Education Student is obliged to make himself/herself familiar with all policies, procedures, templates, etc. as presented and as available for (Continuing Education) Students in the LBS Intranet. The access data to the LBS Intranet has been sent to the Continuing Education student in a separate mail before conclusion of this Contract.
- 2.2. The Continuing Education Student is obliged to comply with the instructions of the Director of Studies of the UAS-Continuing Higher Education 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 Continuing Education student acknowledges the lecturers' academic freedom, also as to the substantial and methodological structure of the lectures.
- 2.3. The Continuing Education Student is obliged to pursue the chosen course of study in accordance with the underlying curriculum and the framework conditions specified by the LBS in the allotted time, to take part in (online-)classes, to adhere to the set examination and assignment submission dates and related requirements (e.g. participation in evaluations, etc.) and to actively participate in the progress of the studies. Unhindered access to a digital device with an Internet connection (at least DSL) is a prerequisite for participating in LBS' intranet and e-learning modules via the online campus IT system.
- 2.4. The intentional, unauthorized disclosure of the continuing education student ID or the password of the continuing education student account is prohibited and constitutes an important reason for the termination of the Contract (cf. Clause 6.4 of this Contract).
- 2.5. The Continuing E 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.).

- 2.6. The learning material, which is made available by LBS and its lecturers, is designated only for the individual Continuing Education Student's use for the purpose of the studies subject to this Contract and may not be made available to third parties.
- 2.7. Letter heading, logo and additional corporate design features used by LBS are legally protected and may not be used by the Continuing Education 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.
- 2.8. The Continuing Education 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.php>. All parts which resemble any other work, in meaning or in wording, must be identified by the indication of the used sources.
- 2.9. The Continuing Education student acknowledges that besides Austrian public holidays, Jewish religious holidays are respected as an integral part of the academic calendar.
- 2.10. For the time that is spent on campus (in case the Continuing Education Student attends any events/courses/exams at LBS, it is obligatory for the Continuing Education 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 Continuing Education student has to be reported by the Continuing Education Student immediately. The Continuing Education 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.
- 2.11. The Continuing Education 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 (<https://community.lbs.ac.at/lbs-academic-policies/general-policies.php>) as amended from time to time.
- 2.12. The Continuing Education Student is obliged to have at her/his disposal the course materials (scripts, books, etc.) necessary for the individual courses of the UAS-Continuing Higher Education Program (at the continuing education Continuing Education Student's own discretion either via the filesharing and video-sharing systems used or the LBS (electronic) library or via borrowing etc.).
- 2.13. The Continuing Education Student needs to report any changes in his/her student data such as name, address or contact details immediately.
- 2.14. The UAS-Continuing Higher Education 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 Continuing Education 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. All interruptions must exclusively be granted in accordance with Sec 14 of the Austrian University of Applied Sciences Act (FHG).

2.16. Neither can courses be attended nor exams be taken during the interruption/leave of absence period.

### 3. Assessment of Continuing Education Student's Performance

3.1. The assessment of Continuing Education student's 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://lbs.ac.at/quality-management/>.

### 4. Program Fee

4.1. The Continuing Education Student is obliged to pay the program fee pursuant to the Austrian University of Applied Sciences Act (Sec2 para 2 FHG). The program fee must be paid in one lump-sum prior to the start of the UAS-Continuing Higher Education 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 Continuing Education Student. Any bank fee incurred shall be covered by the Continuing Education Student.

In case the Continuing Education Student fails to pay the requested amount within the set period of time, this will be treated as a material breach of contract (c.f. Clause 6.4 of this Contract).

4.2. If the admitted Continuing Education Student fails to take up his/her studies, the program fee will not be refunded; the same applies if the Continuing Education Student drops out of the UAS-Continuing Higher Education Program without material reasons. If the Continuing Education Student has material reasons for dropping out, he/she may file an application for a refund of the program 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 Continuing Education Student is aware and acknowledges that the program fee does not cover her/his personal expenses such as personal insurances, personal photocopies, or costs of optional excursions etc.

4.4. The duration of the program is 2 years/24 months (c.f. Clause 1.2 of this Contract). Upon Continuing Education Student's specific written request, LBS grants prolongation for 12 additional months. For such prolongation no additional fee will be charged. Every further semester, that has started later than 36 months after the beginning of the first study year, will be charged with € 600/semester.

### 5. Usage right for final papers (Bachelor Theses or Master Theses) and for work in class and intellectual property of Continuing Education Students

5.1. In accordance with Sec 19 para 3 FHG, LBS is entitled, but not obliged, to publish final papers of the Continuing Education Student (Bachelor Theses or Master Theses) and other works of the Continuing Education 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 Continuing Education 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 Continuing Education 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 (i.e. the Continuing Education Student) and a note that this work has been edited. The original author (i.e. the Continuing Education Student) may refuse consent in case the edited version contains mistakes regarding the content.

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

- 5.2. For the avoidance of doubt, it is stated that any publication of Continuing Education Student's final papers by LBS in accordance with Sec 19 para 3 FHG or other works by the Continuing Education 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 Continuing Education 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 Continuing Education Student in the course of study at LBS on basis of LBS-resources and/or LBS-infrastructure: LBS shall be entitled to use the Continuing Education Student's intellectual property for teaching and instruction purposes at LBS and to upload the Continuing Education Student's work on databases, platforms and the like in electronic format in connection with LBS as a University of Applied Sciences.
- 5.4. The Continuing Education Student must demonstrate to LBS that his/her submitted works (final papers, further deliverables in the course of the program) were produced without any plagiarism or unauthorized/unattributed usage of AI. This demonstration must be based on the submission that is executed using the corresponding plagiarism and AI detection tool offered by LBS. The Continuing Education Student hereby authorizes LBS to perform relating checks on each submitted work.

## 6. Termination of the Educational Training Contract

- 6.1. This Contract ends automatically after the Continuing Education Student's successful completion of this UAS-Continuing Higher Education Program.
- 6.2. This Contract is terminated automatically in case the Continuing Education Student fails a second retake examination ("Commission Exam") or an unexcused absence of this last exam. In case the Continuing Education Student requests within one month upon reception of the negative result of the Commission Exam to repeat the affected academic year, this Contract will not be terminated and the Continuing Education Student may continue his/her studies until the end of the affected academic year and then repeat that academic year. The Continuing Education Student has such right to request such repetition once only during his/her studies at LBS. In case of such request, failed courses must be mandatorily repeated in the next possible academic year, the Director of Studies of the UAS-Continuing Higher Education Program will decide and define which other courses must be also repeated and must be passed once again during the repetition of the respective academic year (cf. Sec 18 para 4 FHG).
- 6.3. The Continuing Education 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 Continuing Education Student must be reported in writing to the Director of Studies of the UAS-Continuing Higher Education 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 Continuing Education Student's written Declaration of Termination (termination date). After the termination of the Contract has become effective, the Continuing Education Student is no longer entitled to attend the courses, access the LBS Intranet or use the facilities of LBS. Any ID cards, books, hardware, software, locker keys, or any other valuable items owned by LBS that may have been issued to the Continuing Education Student have to be returned the day the termination of the Contract becomes effective. The Continuing Education 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/lbs-academic-policies/general-policies?p\\_id=80](https://community.lbs.ac.at/lbs-academic-policies/general-policies?p_id=80)) and of the Examination Regulations and LBS Academic Policies, both with regard to disciplinary issues and the quality of Continuing Education 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 Continuing Education 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 supply the Austrian National Statistical Office with the relevant personal data of its Continuing Education Students, as required and identified under the Austrian University of Applied Science Act (Sec 23 para 4 FHG). Such data will be processed and forwarded, if necessary, for the purpose of the Continuing Education Student's studies (i.e. for the performance of this Contract) or due to mandatory legal requirements. LBS is legally obliged to report such Continuing Education Student data for example in the framework of the BilDokG, the Austrian National Student Union (ÖH), the Austrian Federal Computing Centre (BRZ), the Agency for Quality Assurance and Accreditation Austria (AQ Austria) as well as the Austrian Federal Ministry of Education, Science and Research (BMBWF).

7.2. The learning material, which is made available by LBS and its lecturers, is designated only for the individual Continuing Education 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 Continuing Education 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. general personal and sensitive data, personal and sensitive data of other students or Continuing Education Students, personal and sensitive data of any LBS staff and faculty, 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 or employment.

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 the Continuing Education 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 the Continuing Education Student and LBS will agree on a valid appropriate substitute provision.

## 9. Venue

- 9.1. 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*), in case the Continuing Education Student has her/his permanent address or residence or place of employment in Austria, the jurisdictional venue for the taking of legal action against the Continuing Education Student shall be the respective competent Court in Austria at the Continuing Education Student's permanent address in Austria or Continuing Education student's usual residence in Austria or Continuing Education Students' place of employment in Austria. Subsidiarily, Article 18 Brussels Convention applies.

## 10. Governing Law

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

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Alexander Zirkler  
Executive Manager

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Director of Studies

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Date, Signature Continuing Education Student