

# General Study Conditions<sup>1</sup>

(last updated: 09/04/2024)

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## I. Contracting Parties, Study Programmes, Academic Year

### § 1 Contracting Parties

- (1) For the completion of study programmes and continuing education programmes at the St. Pölten University of Applied Sciences, a **Study Contract** is concluded between **Fachhochschule St. Pölten GmbH**, FN 146616m, Campus-Platz 1, 3100 St. Pölten (hereinafter referred to as "*the FHSTP*") and the **student** (hereinafter referred to as "*Student*"), collectively referred to as the "*Contracting Parties*", on the basis of the relevant legal provisions<sup>2</sup> and official decisions (e.g., by the Agency for Quality Assurance and Accreditation Austria), and this contract is subject exclusively to the following General Study Conditions.
- (2) Within the meaning of the Consumer Protection Act<sup>3</sup>, the *FHSTP* is the entrepreneur, while the *Student* is the consumer.

### § 2 Range of Study Programmes and Place of Study

- (1) The *FHSTP* offers both degree programmes and continuing education programmes as well as further training offers (courses, microcredentials that are not subject to this agreement).
- (2) Degree programmes (study programmes) are
  1. bachelor degree programmes
  2. master degree programmes
- (3) As a rule, the bachelor degree programmes take six semesters to complete (or seven semesters for some individual programmes) and include mandatory internships, while the master degree programmes take four semesters.
- (4) Continuing education refers to
  1. continuing education programmes pursuant to § 9 FHG (academic continuing education programmes, continuing education programmes with bachelor's and master's degree)
  2. other continuing education programmes at higher education institutions established in accordance with § 10 (3 (4)) FHG (certificate programmes)
  3. attendance of individual course
- (5) Study programmes and continuing education programmes can also be carried out as
  1. joint study programmes
  2. jointly offered study programmes
- (6) In accordance with § 10 (1) FHG, the Board of the St. Pölten UAS is responsible for the implementation and organisation of teaching and examination operations. The respective Academic Director of a study programme is responsible for any questions pertaining to study law and examination regulations.
- (7) The place of study is St. Pölten (Campus-Platz 1, 3100 St. Pölten); for the degree programme Healthcare and Nursing, there is an additional study location in Mauer (Bildungscampus Mostviertel, Hausmeninger Straße 221, 3362 Mauer). However, courses and exams may also be held in other locations or in distance learning formats (either entirely or in addition to on-site course units). For the implementation of these formats, an Internet-based "eCampus" is used that requires the *Students* to have internet access.

### § 3 Structure of the Academic Year

- (1) The academic year begins on 1 September and ends on 31 August of the following year. It is divided into a winter semester and a summer semester, each including the respective lecture-free periods.
- (2) The winter semester begins on 1 September and ends on 14 February. The summer semester begins on 15 February and ends on 31 August.
- (3) Concrete data regarding the lecture-free times are announced by the UAS Board on the *FHSTP* website at the beginning of the semester (academic calendar).
- (4) In order to be able to make up for cancelled lectures or to postpone examination dates, both lectures and exams can be held during lecture-free times; when it comes to exams, this requires the *Student's* approval.

<sup>1</sup> General Study Conditions, version V03 last updated on 09/04/2024 by the St. Pölten UAS service unit Human Resources and Legal Affairs.

<sup>2</sup> Especially the University of Applied Sciences Act (FHG), Federal Law Gazette no. 340/1993 as amended; the regulation on accreditation for universities of applied sciences 2021 (Fachhochschul-Akkreditierungsverordnung, FH-AkkVO); the Act on Quality Assurance in Higher Education (HS-QSG), Federal Law Gazette I no. 74/2011 as amended; occupational laws such as the Federal Act on the Regulation of Higher Medico-Technical Services (MTD-Gesetz), Federal Law Gazette no. 460/1992 as amended.

<sup>3</sup> Consumer Protection Act (KSchG), Federal Law Gazette no. 140/1979 as amended.

## II. Students, Students' Union (ÖH) Membership, and Insurance

### § 4 Students

- (1) Degree students are students who have been admitted to degree programmes (bachelor and master degree programmes).
- (2) Continuing education students are students who have been admitted to study
  1. as students in continuing education programmes
  2. as students in other continuing education programmes established pursuant to § 10 (3 (4)) FHG
  3. as attendees in individual courses.

### § 5 Students' Union (ÖH) Membership

All degree and continuing education students of the *FHSTP* in accordance with § 2 (2 (3)) HSG are ordinary members of the Austrian Students' Union (ÖH) and are, as such, entitled to participate in the ÖH elections both actively and passively<sup>4</sup>. The voting right is contingent upon the payment of the ÖH fee prior to the respective reference date for the ÖH elections.

### § 6 Students' Union (ÖH) Fee

- (1) The *Student* is obliged to pay the ÖH fee which consists of the student contribution pursuant to § 38 (2) HSG 2014 and the special contribution for accident and liability insurance according to § 38 (6) HSG 2014.
- (2) The amount of the ÖH fee for the current academic year is indicated on the website of the Austrian Students' Union (ÖH).
- (3) The collection or payment of the ÖH fee for students is carried out and controlled by the *FHSTP* in an appropriate manner, and the fees passed on to the ÖH.
- (4) In case the *Student* fails to pay the ÖH fee within the prescribed period, they
  1. are barred from completing courses and exams until the payment has been made
  2. have no insurance cover (ÖH accident and liability insurance)
  3. are not entitled to vote in the ÖH elections, and
  4. will face legal proceedings if the outstanding amount is not paid after the second reminder.
- (5) If a payment complaint is lodged with the responsible court, the Study Contract is unilaterally terminated by the *FHSTP*, and the *Student* is excluded from the study programme.
- (6) Students wishing to file for reimbursement of the ÖH fee are to contact the Austrian Students' Union (ÖH).

### § 7 Insurance

- (1) All Austrian students (both degree programme students and continuing education students) take out accident insurance via the compulsory insurance scheme of the insurance company AUVA. As for international students, different regulations apply (detailed information is available on the AUVA website at <http://www.auva.at>).
- (2) The students defined in § 5 have additional accident and liability insurance as members of the Students' Union (ÖH).
- (3) Students in health degree programmes and continuing education programmes in the health sector have a separate liability insurance on top.

## III. Contractual Object and Studies

### § 8 Contractual Object

- (1) The contractual object is the respective agreed degree programme or continuing education programme.
- (2) The applicable legal basis for the contractual relationship is, in particular, the FHG as amended as well as all other relevant laws such as professional laws (e.g., MTD Act and GuKG) and the regulations based on them.
- (3) The Statute of the *FHSTP*, the curriculum of the respective study programme, and any other guidelines and regulations (such as campus rules, library rules, etc.) published on the website of the *FHSTP* at the time of the conclusion of the contract are part of this Study Contract and are to be observed by the *Contracting Parties*.
- (4) The aforementioned contract components may be subject to changes that become binding for this contractual relationship when they come into force. The *Student* hereby acknowledges that the *FHSTP* may make changes to the aforementioned contract components (e.g., the curriculum) that are not relevant for accreditation<sup>5</sup>, and gives their express consent to this. The validity of the Study Contract remains unaffected by such changes.

### § 9 Degree Programme

- (1) The contractual object is the completion of the agreed degree programme according to the applicable curriculum and the accreditation certificate of the Agency for Quality Assurance and Accreditation Austria.
- (2) It is generally possible for the *Student* to be enrolled in more than one degree programme (completion of several degree programmes at the same time) under the following conditions, provided that any resulting overlaps and attendance conflicts have been previously coordinated with and approved by the responsible Academic Directors:
  1. In case of multiple enrolments, the respective tuition fees are to be paid for every study programme and every semester.
  2. When it comes to students who have yet to complete the underlying bachelor degree programme at the beginning of their master degree programme, simultaneous enrolment in both the bachelor degree programme and the consecutive master degree programme is possible only until 31 October (start in winter semester) resp. 31 March (start in summer semester).
  3. If the bachelor degree programme is completed after 31 October (start in winter semester) resp. 31 March (start in summer semester), the *Student* may file for admission to individual courses of the master degree programme as a guest student (continuing education) with the responsible Academic Director. If they are admitted, they have to pay the fee prescribed for continuing education programmes in addition to their regular tuition fee.

<sup>4</sup> § 47 Students' Union Act 2014 – HSG 2014, Federal Law Gazette I no. 45/2014.

<sup>5</sup> § 14 regulation on accreditation for universities of applied sciences 2019 (Fachhochschul-Akkreditierungsverordnung, FH-AkkVO) as amended.

#### **§ 10 Continuing Education Programmes pursuant to § 9 FHG and Other Continuing Education Programmes (Continuing Education Studies)**

- (1) The contractual object is the completion of the agreed continuing education programme in line with the respective curriculum.
- (2) The respective admission requirements are published and accessible on the website of the *FHSTP*.
- (3) The *FHSTP* reserves the right to make organisational changes, also at short notice, for example with regard to the lecturer or the course venue. Such changes justify neither the termination of the Study Contract nor the reduction of the tuition fee nor claims for damages.

#### **§ 11 Attendance of Individual Courses**

The contractual object is the attendance of the individual courses agreed upon by the *Student* and the *FHSTP*.

### **IV. Conclusion of Contract and Admission**

#### **§ 12 Conclusion of Contract and Admission to a Degree Programme**

- (1) Upon successful completion of an admission procedure (§ 11 FHG), if applicable, the candidate applies for admission to the *FHSTP* as a degree student by accepting the General Study Conditions in the online application tool (access via the provided link). By doing so, the admission candidate makes an offer for the conclusion of the Study Contract for their chosen programme (degree programme) to the *FHSTP*, which becomes binding upon receipt by the *FHSTP*.
- (2) If the admission candidate is a minor at the time the offer for conclusion of the Study Contract is made, a declaration of consent from a parent or legal guardian is to be attached in order for the contractual relationship to come into force.
- (3) If all necessary proofs for the fulfilment of the admission requirements (§ 4 FHG) have been submitted and the necessary language skills have been demonstrated based on original documents presented in full by the *Student* themselves by 31 October (start in winter semester) resp. 31 March (start in summer semester), the *FHSTP* issues a confirmation of admission for the admission candidate.
- (4) When it comes to study programmes of the health sciences<sup>6</sup>, the students are required to submit proof of their occupation-specific suitability (trustworthiness, criminal record certificate) and health-related aptitude.
- (5) The Study Contract comes into force once the admission candidate receives the confirmation of admission (acceptance of the offer to conclude a contract). As of this time, the admission candidate is admitted to degree programmes at the *FHSTP* as a degree student.

#### **§ 13 Conclusion of Contract and Admission to a Continuing Education Programme**

- (1) By accepting the General Study Conditions in the online application tool (access via the provided link), the admission candidate requests admission to a continuing education programme as a continuing education student.
- (2) With this step, the admission candidate makes the *FHSTP* an offer to conclude a Study Contract for their selected continuing education programme, which comes into force when the *FHSTP* receives the offer.
- (3) In case the applicant is a minor at the time when the offer to conclude the continuing education contract is submitted, a declaration of consent from a parent or legal guardian is to be attached in order for the contractual relationship to come into force.
- (4) Once an admission procedure has been successfully completed, if applicable, the continuing education contract is concluded when the admission candidate receives the confirmation of admission (acceptance of the offer to conclude a contract). As of this time, the admission candidate is admitted to continuing education programmes at the *FHSTP* as a continuing education student.
- (5) As a matter of principle, applications for continuing education programmes are taken into account in the order that they are received and based on the availability of free places.
- (6) In case of a negative admission procedure, the admission candidate has no right to compensation for any expenses incurred. The *FHSTP* reserves the right to decide against the admission of an admission candidate without stating reasons.
- (7) Students enrolled in continuing education programmes have the right to name a substitute before the start of the programme who is knowledgeable about the imminent beginning of the programme and the payment obligation and will replace the originally enrolled *Student* in case this substitute fulfils all relevant admission requirements and has positively fulfilled an admission procedure, if applicable. In this event, the payment obligation is transferred to the substitute. Until this point, the *Student* is liable for the entire tuition fee alongside the substitute person. When it comes to the suitability of the substitute person, the *FHSTP* has the right, in consideration of the admission procedure, to reject the substitute following a first interview. In this case, the *Student* is not exempt from the payment obligation.

#### **§ 14 Conclusion of Contract and Admission to Individual Courses**

- (1) By means of a form made available by the *FHSTP* (form for the attendance of individual courses), the admission candidate applies for admittance to individual courses as a guest. With this step, the admission candidate submits an offer to conclude a Study Contract concerning their chosen courses to the *FHSTP*, which comes into force when the *FHSTP* receives the offer.
- (2) The continuing education contract is concluded when the admission candidate receives the form countersigned by the *FHSTP* concerning the attendance of individual courses (acceptance of the offer to conclude a contract). As of this time, the admission candidate is cleared for the attendance of individual courses at the *FHSTP* as a continuing education student.
- (3) There is not admission procedure within the meaning of § 11 FHG. The *FHSTP* has the right to demand any necessary documents proving the grounds for the completion of certain individual courses.

<sup>6</sup> Especially MTD Act, Federal Law Gazette no. 460/1992, the Ordinance of the Federal Minister for Health and Women on Bachelor Degree Programmes providing Education for High Level Allied Health Professions at Universities of Applied Sciences (FH-MTD-AV), Federal Law Gazette II no. 2/2006, the Act on Nursing Care (GuKG), Federal Law Gazette I no. 108/1997 and the Ordinance of the Federal Minister for Health and Women on Nursing Degree Programmes at Universities of Applied Sciences (FH-GuK-AV), Federal Law Gazette II no. 200/2008, the Act on Ambulance Service Members (SanG), Federal Law Gazette I no. 30/2002 and the Ordinance of the Federal Minister for Health and Women on the Training of Paramedics (San-AV), Federal Law Gazette II no. 420/2003 as amended.

## § 15 Withdrawal from the Study Contract (Revocation)

- (1) The *Student* has the right to withdraw from the Study Contract free of charge and without stating reasons within 14 days after the contract has been concluded.
- (2) In order to exercise the right of withdrawal, the *Student* has to send their decision to withdraw from the contract to the *FHSTP* in the form of a clear statement. To do this, they may use the template withdrawal form available on the website of the *FHSTP* ([www.fhstp.ac.at](http://www.fhstp.ac.at), download area). However, there is no obligation to use this form. In order to meet the withdrawal deadline, it is sufficient if the message informing the *FHSTP* that the withdrawal right is exercised has been demonstrably sent before the end of the prescribed period.
- (3) Any tuition fees (for degree programmes, continuing education programmes, or further training courses) and/or ÖH fees already paid are refunded.
- (4) After the end of this withdrawal period, the Study Contract can be terminated only according to the provisions for the termination of the contract.

## V. Rights and Obligations

### § 16 Rights and Obligations of the Student

- (1) The *FHSTP* undertakes to carry out the study programme chosen by the *Student* in accordance with the respective curriculum to guarantee the smooth operation of the study programme, to make available the necessary personnel, spatial and technical resources, and to establish the necessary conditions to allow the *Student* to complete their studies in the prescribed time (standard period of study).
- (2) The *FHSTP* is not liable for any concrete study success on the part of the *Student*.
- (3) The *Student* undertakes to pursue their chosen studies within the prescribed period according to the respective curriculum and the Statute of the *FHSTP*, to attend courses and comply with the prescribed examination and submission dates as well as any associated regulations (e.g., attendance, participation in evaluations, etc.).
- (4) Once the electronic student account has been activated, it is essential and legally binding for all communication between the *Student* and the *FHSTP* during the study programme (e.g., for appointments, information on the study programme, etc.). The *Student* undertakes to check their student account for any information at regular intervals and to read their emails (also during lecture-free periods).
- (5) It is forbidden to deliberately pass on the student ID or the password of the student account to unauthorised third parties, and to do so constitutes an important reason for the dissolution of the Study Contract.
- (6) The *Student* undertakes to secure themselves the necessary internship places with suitable internship providers in agreement with their Academic Director as the completion of these internship is crucial for completing the study programme.
- (7) If an internship provider demands a proof of immunity (vaccination status), the *Student* is responsible for providing and submitting this proof in due time.
- (8) The *Student* undertakes to refrain from engaging in any activities during the internship that might harm the *FHSTP* in any way or might be detrimental to the good reputation of the *FHSTP* as an educational institution.
- (9) The *Student* is obliged to report any accidents that have occurred in connection with studying at the place of study or on the way to and from said place. The report is to be addressed to the *FHSTP* ([csc@fhstp.ac.at](mailto:csc@fhstp.ac.at)) within three days after the accident.
- (10) The *Student* is obliged to notify the *FHSTP* immediately of any changes of their personal data, especially concerning the place of residence and/or the delivery address.

## VI. Tuition Fees for Study Programmes and Continuing Education Programmes

### § 17 Tuition Fees for Degree Programmes and Continuing Education Programmes – General Information

- (1) The *Student* is obliged to pay the tuition fee prescribed for their chosen for degree programme or continuing education programme within the determined period.
- (2) The payment of the full tuition fee prescribed for the degree programme or continuing education programme is the prerequisite for the completion of the programme and the issue of certificates and final documents.
- (3) If the *Student* fails to pay the tuition fee in due time, the outstanding amount including a default interest of 4% per year is claimed through legal proceedings at the expense of the *Student* after the second reminder.
- (4) If a default claim for the tuition fee is brought before court, the Study Contract is unilaterally dissolved by the *FHSTP*, and the *Student* is excluded from the degree programme or continuing education programme.
- (5) The tuition fees for degree programmes, continuing education programmes, or further training courses do not cover any travel and accommodation costs or meals (e.g., on field trips), nor the costs for study materials (books, scripts, copies, etc.). Any bank charges payable for the bank transfer are to be borne by the *Student*.
- (6) When it comes to the collection of tuition fees from students who study at the *FHSTP* for a semester within the framework of bilateral cooperations or international exchange programmes (e.g., Erasmus), reference is made to the existing cooperations with the relevant higher education institutions.
- (7) Continuing education students are not eligible for subsidies pursuant to the Student Support Act (StudFG), Federal Law Gazette no. 305/1992 as amended (§ 3 StudFG).

### § 18 Tuition Fees for Degree Programmes – Degree Students

- (1) The degree *Student* is obliged to pay a tuition fee in the amount of **363.36 EUR** per semester (pursuant to § 2 (2) FHG) by the deadline indicated in the respective payment request.
- (2) For students from third countries who, according to § 2 (2) FHG, do not belong the groups of persons covered by the provisions of the responsible Federal Minister for these groups, and who have a residence permit for students pursuant to § 64 Settlement and Residence Act (NAG), Federal Law Gazette I no. 100/2005, the tuition fee amounts to **1,500.00 EUR** per semester.



- (3) In case the study period exceeds the standard period of study, the tuition fee is to be paid for every additional semester as well.
- (4) If the legislator increases the tuition fee prescribed in § 2 (2) FHG, the *FHSTP* reserves the right to raise its tuition fee by the same amount.

#### **§ 19 Tuition Fees for Continuing Education Programmes – Continuing Education Students**

- (1) The *Student* enrolled in a continuing education programme is obliged to pay a tuition fee for this programme. The concrete amount of the tuition fee can be found on the website of the *FHSTP* in the section of the respective continuing education programme.
- (2) The tuition fee is specified by the *FHSTP* (in the case of programmes covering several semesters, once for every semester) and is to be paid within the period indicated in the payment request.
- (3) If the *Student* terminates the continuing education contract (by the end of the current semester), they are obliged to pay 25% of the remaining amount in addition to the tuition fee for the semester in which the contract is terminated.
- (4) The remaining amount is the tuition fee, which is agreed on for the entire continuing education programme and over the entire duration of the programme, minus the tuition fee payable until the end of the continuing education contract.
- (5) If a continuing education programme covering several semesters is not completed within the prescribed period (standard period of study according to the curriculum), the *Student* is obliged to pay a fee in the amount of 363.36 EUR plus the ÖH fee for every additional semester after the end of one more semester (tolerance semester).

#### **§ 20 Tuition Fees – Continuing Education Students (Attendance of Individual Courses)**

- (1) As a participant of individual courses, the continuing education student is obliged to pay a proportionate fee per weekly semester period (Semesterwochenstunde, SWS) for attending and completing the agreed courses, within the deadlines indicated in the respective payment requests:
  - 1. one weekly semester period (SWS) in a bachelor degree programme: 35.00 EUR
  - 2. one weekly semester period (SWS) in a master degree programme: 45.00 EUR
- (2) The tuition fee per semester amounts to a maximum of 363.36 EUR (capped amount).
- (3) For students from third countries who, pursuant to § 2 (2) FHG, do not fall under the groups of persons covered by the "Personengruppenverordnung" of the responsible minister and who have a residence permit for students under § 64 Niederlassungs- und Aufenthaltsrecht (Residence and Settlement Act, NAG), Federal Law Gazette I, no. 100/2005, the following proportionate study fees apply:
  - 1. one weekly semester period in a bachelor degree programme: 150.00 EUR
  - 2. one weekly semester period in a master degree programme: 190.00 EUR
- (4) The tuition fee per semester for students pursuant to § 20 (3) amounts to a maximum of 1,500.00 EUR (capped amount).

### **VII. Waiver of Tuition Fees**

#### **§ 21 Waiver of Tuition Fees (Degree Students)**

- (1) When it comes to degree students, the prescribed tuition fee may be waived upon request if the *Student* provides evidence of a disability of at least 50% by presenting their disability card.
- (2) For degree students, the tuition fee may be waived for the semester in which the study programme is successfully completed, in case the positive completion occurs by 31 March for the summer semester or by 31 October for the winter semester.
- (3) If the Study Contract is terminated by the *Student*, the tuition fee for the semester in which the programme is terminated may be waived or refunded in the event of important grounds. The waiver or refund is to be requested from the *FHSTP* by sending the provided form by 31 March (for the summer semester) or 31 October (for the winter semester) to [csc@fhstp.ac.at](mailto:csc@fhstp.ac.at), and evidence of the important grounds for termination is to be provided.
- (4) Important grounds include the following in particular:
  - 1. pregnancy
  - 2. longer-term serious illness which makes it impossible to carry on (or merely interrupt) the studies
  - 3. private bankruptcy or insolvency of the *Student's* own company
  - 4. other unforeseeable economic or private reasons of a similar nature (e.g., unforeseen need to care for relatives, etc.)

#### **§ 22 Waiver of Tuition Fees (Continuing Education Students in Continuing Education Programmes)**

- (1) If the Study Contract is terminated by the *Student*, the remaining tuition fee may be waived in the event of important grounds pursuant to § 19 (4) FHG. The waiver is to be requested by sending the form provided by the *FHSTP* to [csc@fhstp.ac.at](mailto:csc@fhstp.ac.at), and evidence of the important grounds for termination is to be provided.
- (2) Important grounds include the following in particular:
  - 1. pregnancy
  - 2. longer-term serious illness which makes it impossible to carry on (or merely interrupt) the studies
  - 3. private bankruptcy or insolvency of the *Student's* own company
  - 4. other unforeseeable economic or private reasons of a similar nature (e.g., unforeseen need to care for relatives, etc.)

### **VIII. Interruption and Termination of the Study Contract**

#### **§ 23 Interruption**

- (1) The *Student* has the right to interrupt their studies subject to legitimate grounds and the approval of the Academic Director. The application for interruption is to be filed in writing with the respective Academic Director (see Application for the Interruption of Studies). Unilateral interruptions are considered non-attendance and thus entail the according consequences.

- (2) The *Student* is to prove or credibly state their grounds for interruption as well as the expected time of resumption of their studies. Compelling personal, health-related, or occupational reasons are to be taken into account in the decision regarding the application for interruption. More precisely, such reasons include the completion of military or civil service, pregnancy, and childcare responsibilities (for one's own children) as well as other circumstances or events that are deemed equivalent to the above in terms of their subjective significance.
- (3) During the interruption of studies, it is not possible to obtain performance records or submit bachelor or master theses.
- (4) Generally, the application for the interruption of studies is to be filed at the beginning of the semester and for a maximum duration of two semesters. An extension is possible but is at the discretion of the Academic Director. In justified exceptional cases (e.g., pregnancy, military or civil service, medical emergencies), an interruption can also be effected during an ongoing semester. This does, however, not affect the obligation to pay the tuition and ÖH fees for this semester.
- (5) If the application for interruption is filed in time before the beginning of the semester, the tuition fee (for study programmes and continuing education programmes) and the ÖH fee already paid for the respective semester are returned, and outstanding tuition and ÖH fees are waived for the duration of the interruption.
- (6) The duration of the interruption may not exceed the standard period of study.
- (7) The possibility of curriculum changes during the period of interruption cannot be ruled out.
- (8) It is not possible to interrupt continuing education studies in the form of attendance of individual courses or other further training courses (see § 2 (5)).
- (9) After the end of the interruption, the *Student* returns to their studies at the same stage where they left off in terms of performance records and exams.

#### § 24 Termination of the Study Contract – General Information

- (1) The Study Contract is terminated through
  1. ordinary termination
  2. extraordinary dissolution, or
  3. other grounds for termination.
- (2) Ordinary termination: The *Student* may terminate the Study Contract by ordinary termination without stating reasons at the end of each semester (according to the Statute of the FHSTP, items 14.2 and 31.8) and in written form (e.g., email).
- (3) Extraordinary dissolution: Both *Contracting Parties* have the right to terminate the Study Contract with immediate effect and without a notice period in case of important grounds which make the continuation of the contract seem unreasonable.
  1. The FHSTP may opt for an extraordinary dissolution (exclusion from the study programme) and retain tuition fees already paid or demand payment of outstanding fees particularly if
    - a) the *Student* fails to complete examinations and comply with submission deadlines within the study period indicated in the examination regulations or determined by the study programme,
    - b) the actual duration of study exceeds the standard period of study by more than 100%,
    - c) the *Student* is repeatedly absent from courses without stating reasons and fails to react despite repeated, demonstrable attempts to establish contact (once by registered letter) on the part of the FHSTP,
    - d) the *Student's* behaviour (e.g., stalking, bullying, sexual harassment, insult, discrimination) has an adverse effect on the continuation of their studies or on the academic accomplishment of other students,
    - e) the *Student* has demonstrably breached the rules of good scientific practice (e.g., plagiarism),
    - f) the *Student* fails to pay the tuition fee and/or the ÖH fee by the prescribed dates and after two reminders,
    - g) the *Student's* behaviour towards the FHSTP is in severe breach of their duties,
    - h) the *Student* has committed a serious breach of contract (e.g., circumstances relevant to criminal law or copyright infringement, violation of legitimate instructions, repeated breach of the campus rules, defamation, etc.), or
    - i) the maximum duration of interruption of studies (which corresponds to the standard period of study) is exceeded.
  2. If the *Student* has been excluded from their studies, or the Study Contract has been extraordinarily dissolved by the FHSTP in accordance with § 24 (3 (1)), the *Student* can no longer be admitted to the same study programme. The *Student* has to be informed of the exclusion in writing.
- (4) Furthermore, the FHSTP can terminate the Study Contract by extraordinary dissolution
  1. if
    - a) the required minimum number of students for the implementation or continuation of a programme is not or no longer achieved at the beginning of a winter or summer semester,
    - b) the existing accreditation of the programme is revoked by the board of the Agency for Quality Assurance and Accreditation Austria, or
    - c) the continuation of the programme is not possible for reasons beyond the control of the FHSTP.
  2. In these cases, the Study Contract is deemed terminated once the *Student* has been notified of the grounds for termination of contract. Any fees already paid are refunded. Apart from this, the contract termination does not give rise to any claims against the FHSTP on the part of the *Student* (particularly no remuneration for expenditures incurred in connection with studying, lost profit, etc.)
- (5) Other grounds for termination: This contract ends automatically without explicit termination or dissolution, in particular
  1. on the day of successful completion of the study programme,
  2. in case of a negative assessment of the last permissible repetition of an exam (see Statute of the FHSTP),
  3. in case additional examinations pursuant to § 4 (7,8) FHG are not completed within the prescribed period,
  4. in case of the *Student's* death, or
  5. in case of liquidation of the FHSTP.
- (6) Upon completion of their studies, the *Student* undertakes to return all materials (e.g., books, etc.) belonging to the FHSTP to the latter.

## § 25 Termination of the Study Contract in Case of Attendance of Individual Courses

- (1) Limitation: The Study Contract is limited in time and concludes with the end of the semester for which the attendance of individual courses was agreed.
- (2) The contractual relationship can be dissolved neither by the *FHSTP* nor the *Student* through ordinary termination.

## IX. Other

### § 26 Student Card and Student Account

- (1) At the beginning of the study programme,
  1. the *Student* receives a student ID card equipped with a copy and printing function;
  2. an electronic student account is created (including an email address), which also allows access to the electronic student platforms (e.g., learning platform).
- (2) In their first year, the *Student* has to pay a printing fee of 150.00 EUR (100.00 EUR in the case of master degree programmes) for the duration of their studies. For bachelor degree students, 30.00 EUR of this fee (20.00 EUR for students of master degree programmes) are used to cover the provision of a student ID card, while the rest is at the *Student's* disposal for copying/printing. The *Student* is to transfer the fee together with the tuition fee of the first semester.
- (3) In case the *Student* loses the ID card, they are to pay a processing fee of 10.00 EUR for a new card plus, if applicable, the costs for the required recharge.
- (4) After completing their studies,
  1. the *Student* is to return the student ID within two weeks in an unsolicited manner,
  2. the student account is deactivated, and
  3. any remaining credits are refunded.

### § 27 Certificates and Completion of Studies

- (1) After completing a course, the *Student* is entitled to the issue of a certificate.
- (2) Certificates are issued electronically by the *FHSTP* and are available for download by the *Student*.
- (3) *Students* are entitled to use the acquired academic degree once they have received the official notification thereof.

### § 28 Intellectual Property

- (1) The lecture materials made available and presented within the framework of the studies are and shall remain the intellectual property of the respective author and/or of the *FHSTP* and are, as such, exclusively at the personal disposal of those who participate or have participated in the course in question.
- (2) Unless explicitly or implicitly (e.g., based on the content of the respective course material) agreed otherwise with the *FHSTP* or the author of the material, any use thereof beyond the fair use limitations to copyright pursuant to § 41ff UrhG<sup>7</sup> (e.g., making individual copies of a work for private use; citing individual passages) is prohibited.
- (3) Any works created by the *Student* within the framework of their studies are and shall remain the intellectual property the *Student*. However, the *FHSTP* is to be made reference to in any publication/exploitation of the work and to be notified thereof.
- (4) The *Student* grants the *FHSTP* the free-of-charge, temporally and locally unlimited permission pursuant to § 24 (1 (1)) UrhG to use their works (including bachelor and diploma theses) created within the framework of their studies for all kinds of use reserved to the copyright holder in the context of teaching and research, including the right of use on the Internet as well as the granting of rights of use to third parties. For example, the *FHSTP* is entitled to use photo, video and text material, which was created by the *Student* as the author within the framework of their studies, for marketing purposes (e.g., on the website of the *FHSTP*, in print products).
- (5) Upon successful completion of a bachelor degree programme, the *Student* grants the *FHSTP* the right to publish or electronically archive the bachelor thesis by handing it over to the library of the *FHSTP* in electronic form, if applicable.
- (6) Upon successful completion of a master degree programme, the *Student* undertakes to publish and electronically archive the positively assessed master thesis by handing it over to the library of the *FHSTP* in electronic form (§ 19 (3) FHG).
- (7) This shall not affect the *Student's* right to apply for exclusion of the work's use for a maximum of five years after submission to the Academic Director provided that the *Student* can demonstrate that the work's use endangers important legal or economic interests of theirs.

### § 29 Data Protection and Non-Disclosure

- (1) In accordance with the applicable data protection provisions, the *FHSTP* has the right to automatically process the data collected from the *Student* provided that processing is required for the fulfilment of a legal obligation that the *FHSTP* is subject to (reporting duties of the *FHSTP*<sup>8</sup>).
- (2) The *Student* acknowledges that the *FHSTP* is entitled to process their collected data for study purposes. An according privacy statement is available on the website of the *FHSTP*.
- (3) The *Student* undertakes to keep secret any trade and business secrets as well as research and development activities and results of the *FHSTP* and its affiliated companies and cooperation partners that the *Student* gains knowledge of during their studies.
- (4) The *Student* receives telephone calls and electronic mail from the *FHSTP* for study purposes.

### § 30 Compensation for Damages

- (1) The *Contracting Parties* are liable in accordance with general laws on the compensation of damages (esp. ABGB).

<sup>7</sup> Austrian Copyright Act (Urheberrecht, UrhG), Federal Law Gazette no. 111/1936 as amended

<sup>8</sup> Education Documentation Act (BdokG), Federal Law Gazette I no. 12/2002 and Ordinance, Federal Law Gazette II no. 28/2004, § 13 (4) Students' Union Act 2014 (HSG 2014), Federal Law Gazette I no. 45/2014, § 23 (2) FHG, Federal Law Gazette no. 340/1993, and the ordinance for annual reports of universities of applied sciences 2019 as amended.

- (2) The *FHSTP* is not liable for damages caused by slight negligence (financial losses, lost profit) and incurred by the *Student* in connection with their studies.

### **§ 31 Other Provisions**

- (1) The competent court in St. Pölten is the place of jurisdiction for disputes arising from this contractual relationship unless mandatory legal provisions preclude this.
- (2) Austrian law is solely applicable to this contractual relationship without regard to conflict of law principles.
- (3) Should one or several provisions of this contract be ineffective because they are in conflict with mandatory laws, the validity of the remaining provisions remains unaffected. The *Contracting Parties* shall replace the ineffective provision with another effective provision that conforms as closely as possible to the intention of the invalid provision(s).
- (4) Any changes or additions to this contract are valid only when made in writing. This also applies to the writing requirement itself. There are no oral side agreements.

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