

Please note that the English text below is a translation from the original German text and has been provided for comprehension purposes only. The original German text will prevail in all instances.

STUDY CONTRACT

between

Mr Harry Potter

Matriculation number: 20013774

Date of birth: 31.07.1980

as the Student
(hereafter "Student")

and

CAMPUS 02

Fachhochschule der Wirtschaft GmbH

as the Provider of the

Bachelor Degree Programme in Smart Automation

(hereafter "CAMPUS 02")

§ 1 Study place, running the degree programme and study location

- (1) CAMPUS 02 agrees to make a study place available to Mr Harry Potter within the framework of the Bachelor Degree Programme in Smart Automation from academic year 20XX/XX and to guarantee that the degree programme will be run in an orderly fashion enabling the Student to complete her*his degree within the prescribed time period of 6 semesters. Should the proper running of the degree programme be temporarily impossible due to force majeure, the contracting parties will remain bound by this contract without prejudice to § 8 and will undertake any efforts to keep the effects of the temporary impossibility as low as possible.
- (2) The study contract is concluded by 14 November the latest of the first academic year on the condition that all required proof for the fulfilment of the admission criteria has been provided according to the provisions of the University of Applied Sciences Act (Fachhochschulgesetz, FHG), otherwise the study contract is cancelled retroactively. Exceptions to this are any additional examinations as per the meaning of § 4 para. 8 of the University of Applied Sciences Act with a longer deadline or requirements for master degree programmes as per the meaning of § 4 para. 4 of the University of Applied Sciences Act.

- (3) The Student agrees to behave in such a way so as not to jeopardise the orderly running of the degree programme. She*He agrees to abide by all CAMPUS 02 statutes, regulations and guidelines as per the meaning of § 2 and all other private law and/or statutory conditions with regard to the degree programme run by CAMPUS 02. She*He agrees furthermore to respect and follow the current directives of the Head of the relevant degree programme in relation to the running of the degree programme, as well as the relevant valid safety-technical directives and provisions issued by the Safety Officers.
- (4) In general, lectures take place in the premises of CAMPUS 02 in 8010 Graz, Körblergasse 126, 111 and/or 106. If required, a different location may be selected.
- (5) The student undertakes to use suitable mobile and network-compatible IT end devices (notebook and smartphone or tablet) for the running of the degree programmes and to ensure that the technical requirements are met, particularly a functioning and sufficiently dimensioned Internet connection at the location when participating in online appointments. Information on the technical requirements for the end devices can be found at <https://en.campus02.at/organisation-central-services/central-services/it-services/technical-prerequisites>. In addition, the student must be authorised to install applications (local, remote or web-based) and software extensions provided by CAMPUS 02. Furthermore, the student undertakes to use the applications provided by CAMPUS 02 for the execution of online classes and examinations and to use the student administration system.

§ 2 Curriculum, statutes, regulations and guidelines

- (1) The principles shaping how the degree programme is run are, together with the subject-relevant legal conditions of the curriculum and their corresponding adopted directives in their current and valid version, the study plan, the CAMPUS 02 statutes and other CAMPUS 02 regulations and guidelines in their current and valid form, on which the reciprocal rights and duties of the Provider and the CAMPUS 02 Student are based. These documents are available at <https://en.campus02.at/statutes-of-campus02/> and <https://en.campus02.at/regulations-guidelines/> in their current and valid form. Further regulations and guidelines may be introduced by CAMPUS 02 in writing and are valid for CAMPUS 02 and the Student once they have been announced on CAMPUS 02's website.
- (2) CAMPUS 02 is entitled to make changes to the curriculum for organisational reasons as well as changes decided upon by the University of Applied Sciences Board (Fachhochschulkollegium) in agreement with the Provider.

§ 3 Tuition fees, Austrian Students' Union contribution, reimbursement of expenses

- (1) CAMPUS 02 exercises its legal right to levy tuition fees of € 363.36 per semester according to § 2 para. 2 of the University of Applied Sciences Act. In the event that the legislature increases the tuition fees defined in § 2 para. 2 of the University of Applied Sciences Act, CAMPUS 02 reserves the right to increase the tuition fees in accordance with the increase made by the legislature. Full payment of said tuition fees and of the Austrian Students' Union contribution is the prerequisite for being accepted onto and/or allowed to continue further with a degree programme in the relevant semester and counts as notification.

- (2) According to § 4 para. 10 of the University of Applied Sciences Act, the Student is a member of the Austrian National Union of Students (Österreichische Hochschüler*innenschaft, ÖH) (hereinafter “Austrian Students’ Union”) and is thus obliged to pay a student contribution including any special contributions, jointly designated as the Austrian Students’ Union contribution (ÖH-Beitrag), in due order. The Austrian Students’ Union contribution is forwarded to the Austrian Students’ Union by CAMPUS 02 without deductions.
- (3) The levying of tuition fees and of the Austrian Students’ Union contribution is in conformity with the current valid version of the guidelines governing the levying of student contributions/tuition fees.
- (4) Teaching materials provided by CAMPUS 02, the cost of which are over and above the cost of materials pertaining to the standard running of the degree programme in accordance with the curriculum and which become property of the Student as well as costs for participation in extraordinary events are not covered by the tuition fees mentioned in § 3 clause 1. Should the Student use the abovementioned materials or participate in an abovementioned event, additional costs, which are announced beforehand, may be charged back to the Student by CAMPUS 02.

§ 4 Master data and obligation to notify

- (1) The commencement of studies strictly requires the processing of personal data by automated means according to the valid laws, regulations and contractual obligations of CAMPUS 02. More information on the processing of personal data is available at <https://en.campus02.at/data-protection/>.
- (2) Delivery and residential address, telephone number and private e-mail address are to be updated independently in the electronic student administration system. Any further changes to the master data, in particular name changes as well as any commencement, termination or change of a professional activity (including company data), are to be notified by the student immediately at studien-service@campus02.at. In the event of late updating or notification, CAMPUS 02 has the right to block the student's access rights to IT systems until the update has taken place.
- (3) The Student is obliged to notify the degree programme administration team within three days if she*he has been physically injured in an accident in connection with the degree programme. This also applies to accidents on the way to and from CAMPUS 02.

§ 5 Attendance

- (1) The degree programme is designed to be attendance-based. Attendance is obligatory for all attendance phases or online phases designated as such within the curriculum.
- (2) The student undertakes to use the corresponding app for digital time recording for the documentation of attendance due to the attendance requirements as stipulated in the general examination regulations and this study contract. The digital student ID card is made available via the same app.

- (3) Exceptions to the attendance requirement and the consequences of the non-respect of said obligation can be found in the current valid version of the CAMPUS 02 General Examination Regulations.

§ 6 Evaluation

- (1) The Student is entitled and obliged to participate in an anonymous evaluation geared towards the qualitative further development of the degree programme and the organisation.
- (2) The principles of evaluation are in accordance with the Framework Regulations for the Participation of CAMPUS 02 Students and Graduates.

§ 7 Intellectual property, trade marks and non-disclosure

- (1) All works autonomously created by the Student within the framework of the degree programme remain the intellectual property of the Student. As regards all works developed by the Student within the framework of the degree programme, she*he expressly agrees that she*he grants CAMPUS 02 exploitation rights free of charge, which are unlimited in terms of time and place and apply to all types of exploitation as set out in the Copyright Law (copying, distributing, sending, presenting). In particular, CAMPUS 02 has the right to use results from the Student's research, development and other performance for teaching purposes and public relations. This also includes use of the same for publicity purposes.
- (2) The opportunity to acquire any inventions, as defined by the Patent Law, created within the framework of the degree programme under mentoring by CAMPUS 02 and/or by using CAMPUS 02 funds and facilities, any utility patents as defined by the Utility Patents Law, any designs as defined by the Design Protection Law, as well as any topographies as defined by the Semiconductor Protection Law that a third party is not entitled to by virtue of a law or contract, particularly the Student's employer, must be offered to CAMPUS 02. In the event that CAMPUS 02 accepts the offer, which must take place within a year after the offer was made, CAMPUS 02 exclusively acquires all rights and undertakes to pay appropriate compensation.
- (3) For individual works, inventions, utility patents, designs and topographies to be created, alternative written agreements can be reached which may differ from clauses 1 and 2 above.
- (4) The Student agrees to respect the intellectual property of lecturers and third parties as regards any works acquired within the framework of the running of the degree programme (e.g. lecture notes, slides, case studies, drawings, constructions, etc.) for re-view and to refrain from using the same in accordance with the Copyright Law.
- (5) Furthermore, the Student agrees to keep confidential information, knowledge of which she*he gains during the course of her*his degree programme, including in particular operational and business secrets of CAMPUS 02 or of third parties, confidential and not to disclose it to unauthorised persons. Confidential information is defined as information that has not yet been made public by CAMPUS 02 and/or any third party. This obligation is valid even after the end of the present study contract.

- (6) Should the Student publish any works prior to or subsequent to the end of the degree programme which establish a link to CAMPUS 02 by naming CAMPUS 02 or active or former CAMPUS 02 staff members, the Student is to agree on the type and scope of this reference with the staff member concerned and the Head of the relevant degree programme.
- (7) The audio, photographic or video recording of teaching sessions, examinations and other events is only permitted further to express authorisation from the Head of the degree programme and lecturer concerned.
- (8) The Student agrees to receive e-mails, text messages and, in certain cases, phone calls from CAMPUS 02 as per the meaning of § 174 of the Telecommunications Act.

§ 8 End of contract

- (1) The present study contract expires automatically upon the successful completion of the degree programme.
- (2) The present study contract can be terminated upon mutual agreement between the parties at any time with no prior justification being necessary. An application to this effect has to be submitted at studienervice@campus02.at.
- (3) The termination of the present study contract by the Student is permitted at the end of any given semester in writing at studienervice@campus02.at.
- (4) Termination of the study contract by CAMPUS 02 is only permitted on the following grounds:
 - (a) Existence of grounds for exclusion in accordance with the CAMPUS 02 General Examination Regulations,
 - (b) Existence of grounds for exclusion in accordance with the Guidelines for the Levying of Student Contributions/Tuition Fees,
 - (c) Existence of grounds for exclusion in accordance with statutes or other guidelines and/or regulations as per the meaning of § 2 clause 1,
 - (d) Multiple occurrences of and, despite warning, repeated behaviour towards part-time lecturers, students or staff members of CAMPUS 02 with the potential to seriously insult, harass or degrade these people, to harm their reputation, impair their mental or physical health, their development or success of their studies (bullying, sexual harassment and sexism, racism and similar behaviour in particular) or other grossly undue behaviour shown by the Student that disrupts the conduct and organisation of classes,
 - (e) Repetitive non-respect of instructions as per the meaning of § 1 clause 3,
 - (f) Despite warning, repetitive non-respect or other serious one-off instances of non-respect of the study contract or other CAMPUS 02 rules.

- (5) In the event of termination of the study contract for serious reasons pursuant to para 4 lit. d, the possibility of reapplying to CAMPUS 02 shall be excluded due to the unacceptability of a renewed contractual relationship.
- (6) Termination of the study contract by CAMPUS 02 is also permitted in particular within the framework of cooperative degree programmes when a Student terminates her*his training contract with the partner company and fails to start adequate training at a new company willing to enter into cooperation within 4 months of termination of the training contract.

§ 9 Internal Arbitration Board

- (1) In the event of conflicts resulting from the present study contract which do not fall within the legal responsibility of the University of Applied Sciences Board as per § 10 clause 3 line 11 and/or clause 6 of the University of Applied Sciences Act, both contractual parties agree to mediation via the internal arbitration board before a court of law.
- (2) The arbitration board comprises three members. Each contractual party autonomously chooses one board member from the student body and/or CAMPUS 02 staff body. The two nominated board members choose another member. Subsequently, the three board members appoint one of themselves to act as the chair. The chair is in charge of the mediation process. In the event of justifiable doubts expressed by a contractual party surrounding the impartiality of a member, a new member is to be appointed instead following the same rules. The contractual parties are additionally entitled to have a legally capable person of their confidence present throughout the entire mediation process.
- (3) The internal arbitration board is to meet immediately after the conflict arises upon the request of at least one of the contractual parties, and at the very latest within one month following the conflict. In the event that the conflict cannot be resolved within two months from the application submission, recourse to a court of law is permitted.
- (4) In the event of conflicts which fall within the legal responsibility of the University of Applied Sciences Board as per § 10 clause 3 line 11 and/or clause 6 of the University of Applied Sciences Act, the student agrees to make use of the procedures set forth in the Statutes of CAMPUS 02 and the Internal Rules of Procedure of the University of Applied Sciences Board before a court of law.

§ 10 Additional conditions

- (1) Any conflicts arising from the present contract are to be handled under the subject-matter jurisdiction of the competent court in Graz. Deviating from this, the jurisdiction for actions taken against the Student shall be the domicile, normal residence or place of employment of the Student as long as it is located in Austria according to § 14 of the Consumer Protection Act (Konsumentenschutzgesetz, KSchG).
- (2) Changes and additions to the present contract must be made in writing in order to come into effect. Oral side agreements of any type have no validity.

- (3) In the event that individual conditions of the present contract are not effective or cannot be enforced or, further to the contract being signed, become ineffective or become unable to be enforced, the effectiveness of the rest of the contract remains unaffected. In this case, the contractual parties shall, by mutual agreement, replace the ineffective condition with a new condition that is in line with the purpose and original intention of both contractual parties to the greatest extent possible.
- (4) The present contract is prepared in one original given to CAMPUS 02 upon contract execution. The student will be provided with a scanned version in the student administration system.

Signed in Graz, on _____

Harry Potter
Student

Mag. Kristina Edlinger-Ploder
UAS Rector/Management Board

Mag. Dr. Erich Brugger
Management