

Study contract for the Bachelor Professional offered at Modul University Vienna
For office use only

Study Program: Bachelor Professional (BPr)

Field of Study: Hotel Management

On condition of completing:

Study Program Number:

Enrollment in fall 20____
 spring 20____

This study contract (hereinafter referred to as the "Agreement") is concluded between the educational provider

MODUL University Vienna GmbH
Am Kahlenberg 1
1190 Vienna
Austria
Telephone: + 43 (1) 3203555
E-mail: office@modul.ac.at

(hereinafter referred to as the "University")

and

First name and family name of the Student

First name and family name of the legal representative if the Student has not yet come of age in the country of residence

Date of birth

E-mail address

Street and house number

Postal code City Country

Phone number

(hereinafter referred to as the "Student")

§ 1 Obligations of the University

The University undertakes

- to provide the Student with the education and learning support facilities and other services associated with the Study Program with reasonable care and skill, subject to this Agreement;
- to use all reasonable means to deliver the Study Program in accordance with the description provided in the relevant curriculum;
- to make available to the Student such learning support facilities, courses and other services in accordance with the curriculum as it considers appropriate and reserves the right to vary these offerings at any time, subject to the University's reasonable discretion and adequate consideration of the justified interests of its students;
- to enable the Student to attend all courses at the University required for graduation in the chosen course of study;
- to provide an appropriate substitute in the case of cancelled courses;
- to educate the Student in accordance with the current program's Study and Examination Regulations with the most recent version being available on the University website (<https://www.modul.ac.at/student-life/academic-services/rules-and-regulations>), whereby any changes thereto shall be made only subject to the University's reasonable discretion under adequate consideration of the justified interests of its students or if required to comply with applicable legal provisions;
- to provide the infrastructure necessary for due and proper completion of the Study Program;
- to issue a certificate confirming the time period and contents of the Study Program, as well as final grades, graduation diplomas and academic degrees to the Student upon fulfillment of the required conditions;
- to do its utmost to consider proven specific needs of students (e.g., physical or psychological disability) within the scope of its possibilities. However, special needs of students will not be taken into consideration unless the University is informed about those special needs before starting in the study program or, if unknown at that point in time, immediately after emerging;
- In the event a mandatory internship is part of the curriculum of the Study Program, as specified in the study regulations of the respective Study Program available on the University's website (<https://www.modul.ac.at/student-life/academic-services/rules-and-regulations>):
 - to offer a revision of job application documents prepared by the Student (unlimited CV revision, and revision of up to three motivation letters over the duration of the Student's studies at the University);
 - to offer the opportunity of at least one 1:1 career session and at least one job interview training over the duration of the Student's studies at the University;
 - to give the Student access to the online job platform Jobteaser and to provide the Student with up to five individual internship offers.

To the extent the University – within the framework of this Agreement – provides the Student with digital services within the meaning of the Austrian Verbrauchergewährleistungsgesetz (VGG), the relevant statutory warranty provisions apply.

§ 2 Obligations of the Student

The Student undertakes:

- to comply with the most recent Study and Examination Regulations for the Study Program available on the University's website (<https://www.modul.ac.at/student-life/academic-services/rules-and-regulations>), in particular, to attend lectures, classes, courses, tutorials, examinations and any other activities that form part of the Study Program, except in the case of absence for genuine medical reasons, previously agreed upon absences or other exceptional circumstances, and to follow the

instructions of the lecturers and other persons responsible for the lessons, in particular to submit course work and other assignments for the Study Programs by the published deadlines and in the prescribed manner;

- to follow the University's regulations and House Rules (published on the University website, under <https://www.modul.ac.at/student-life/academic-services/rules-and-regulations>), as well as the house rules of any other institution in which courses may be held, and especially, to conduct themselves in an orderly manner, both in the academic and extracurricular activities, while in attendance at the University or engaged in any University activity;
- to keep their personal data up to date, in particular their study and home address for delivery of urgent and important University documents, as well as their phone number(s) in case of emergency situations;
- to notify University authorities immediately in the case of an interruption or discontinuation of studies. When a student becomes aware of a medical/personal/physical condition that disrupts their academic performance, the Dean must be informed as soon as possible, preferably before the start of a new semester. Agents or any other third parties involved are not official representatives of the University;
- to notify the University of any changes to the information submitted on the Student's application or registration, in particular regarding the Student's personal data;
- to agree to the University's non-exclusive, locally and temporarily unlimited right to use all works, which have been created in the context of the Study Program, in all forms of exploitation, including the right to use such works on the Internet, networks and online learning platforms. In particular, the University is entitled to publish the Student's master thesis and/or other papers on its website while naming the respective author. The Student is not entitled to a compensation for such use of works and other intellectual creations that were created in the context of the Study Program;
- to comply with the University's safety regulations (published on the University website, under <https://www.modul.ac.at/student-life/academic-services/rules-and-regulations>);
- to handle the provided infrastructure with due care;
- to not make use of a copyrighted work that exceeds purely scholarly use without the permission of the copyright owner. Files distributed on peer-to-peer networks and learning platforms used by the University are primarily copyrighted works;
- to not disclose the results of course evaluations to any third party outside the University;
- to possess an electronic device (i.e., computer, laptop), enabling the Student to participate in courses delivered on the University's online learning platform, its virtual collaboration platform, and other applications. The software and resource requirements will be communicated to the Student via an online learning manual which will be published by the University before the beginning of the semester;
- to have an internet connection available which enables the Student to participate in courses delivered on the University's online learning platform, its virtual collaboration platform, and other applications to complete remits, and to pass assessments online within the determined period of time. **Should the Student be located in a jurisdiction which restricts access to the Internet or blocks services required to participate and complete a course online, the University does not foresee exceptional rules. The University does not assume liability and will fend off claims arising from failed courses due to Internet restrictions at the Student's residence or domicile or due to low bandwidth or service interruptions;**
- to check their Student's University email account at least once a week and to reply to requests by lecturers and University administration as soon as possible but at least within a week;
- In the event a mandatory internship is part of the curriculum of the Study Program:
 - to pursue an internship opportunity offered by the University or to propose their own internship position that meets the curriculum requirements.

§ 3 Curriculum and Timetable

(1) The University reserves the right, at its sole reasonable discretion and by taking into adequate consideration the justified interests of its students, with timely advance notification:

- to alter the timetable, location, number of classes, tutorials, courses, lectures, examinations and methods of delivery of the Study Program,
- to make variations to the content and curriculum of the Study Program, or to merge or combine the Study Program with other study programs, if such action is reasonably considered necessary by the University in the context of its wider purposes,
- to discontinue the Study Program, or an element of the Study Program, subject to existence of a justified reason and under adequate consideration of the justified interests of the affected students and in each case in line with all other provisions of applicable Austrian law.

(2) Claims against the University cannot be derived from such measures.

(3) Students are encouraged to visit further non-curricular courses (e.g., foreign languages) offered by Modul University Vienna or other partner organizations at different locations in Vienna. The tuition fee includes the participation in four foreign language courses for the duration of the Study Program. Additional language courses are offered at an additional charge. There is no guarantee that non-curricular courses will not collide with curricular courses of the enrolled Study Program. The current policy on foreign language classes can be found on the on the University's website (<https://www.modul.ac.at/student-life/academic-services/rules-and-regulations>).

(4) Practical trainings might be held in other locations with specific equipment, which will be specified in the study regulations of the respective Study Program available on the University's website (<https://www.modul.ac.at/student-life/academic-services/rules-and-regulations>).

§ 4 Regular Duration of Studies

(1) The regular duration of studies for the Study Program is specified in the study regulations of the respective study program available on the University's website (<https://www.modul.ac.at/student-life/academic-services/rules-and-regulations>).

(2) The studies shall be deemed completed when all the performance records required in accordance with the study regulations have been obtained.

§ 5 Validity of the Agreement

(1) In order for this Agreement to become effective, this Agreement needs to be signed and returned to the University no later than 2 weeks from the date the Agreement was signed by the University. In case the student has not reached legal age and, thus, is not entitled to conclude this Agreement on his/her own, also the signature of a legal representative is required. Once the Agreement has entered into force and the University has received the first installment of the study fee on the account as specified in § 8, the Student shall be deemed enrolled in the Study Program which they have applied for.

(2) This Agreement may be signed in handwriting, via facsimile signature or via simple or qualified electronic signature and returned physically or also as a PDF-copy/scan via e-mail; each of these alternatives shall be equally valid.

§ 6 Interruption of the Study Program

(1) In exceptional cases, an application for leave of absence from the Study Program may be submitted to the Academic Office of Modul University. The decision to grant such an interruption shall be at the reasonable discretion of the Dean.

§ 7 Communication

(1) The Student is requested to check within reasonable time frames (once per week) the relevant communication channels used by the University (University's website, electronic messages (e-mails) sent to the Student's University account.

(2) Students have the possibility to access their grades in the grade book throughout the course of their studies, as well as request a transcript of records any time for submission at official authorities.

§ 8 Financial Obligations

(1) The study fee for the entire Study Program is to be paid by the Student or on the Student's behalf by a third party, such as the Student's employer, sponsor or scholarship provider (in the following each shall be referred to as "Provider"). The tuition fees and payment conditions are stated in the payment preference sheet which is sent to the students when being admitted. Bank expenses et al. in connection with the payment of the study fee shall be borne by the Student. In the case that a Provider fails to meet the Student's payment obligations, the Student shall be granted a grace period of four weeks after the payment due date to pay any outstanding balance, except in the case that the University has established an agreement with the Provider on an individual payment plan of the study fee. If, in the latter case, the Provider fails to comply with the financial obligations, the Student will be informed and will be given the opportunity, subject to an adequate grace period, to resume the payment agreement under the same conditions or, if such conditions are less favorable than the ones agreed between the Student and the University under this Agreement, under the conditions initially agreed by the parties hereto. If the Student is not able or willing to do so, they may be given the permission to finish the current semester.

(2) A regular semester fee, as well as an ECTS fee calculated based on the number of courses in which the Student registered in the given semester will be charged each semester and are outlined in the Guidelines on Fees available on the University's website (<https://www.modul.ac.at/student-life/academic-services/rules-and-regulations>). The payment of the courses taken with the UNA is to be made separately to the UNA, who will also invoice those courses directly with the Student.

(3) The University guarantees a place in the Study Program for the intake period specified in the admissions letter if (a) the transfer order for payment of the semester fee is made by the student within a period of 21 days from the date of receipt of the admissions' letter, (b) a copy of the money transfer order or any other adequate evidence of the timely money transfer is provided to the University by the Student within the time frame pursuant to the preceding sublit a, (c) payment of the first semester fee is actually received by MU and (d) the prerequisite pursuant to § 5 para 1, first sentence, is duly met. Registrations after this payment period will be considered in the order of receipt of payment until all places are filled.

(4) Participating in courses and the sitting of examinations shall be subject to punctual payment of the semester fee, as well as of the ECTS fees as set out in para 2; as far as reasonably possible, however, the

University will grant an adequate grace period to the Student for fulfilment of his/her outstanding payment obligations before rejecting any relevant registration.

(5) In those cases expressly referred to in the Guidelines on Fees applicable to this Agreement (e.g. in case the Student has to retake courses, passes more courses than foreseen in the curriculum, resubmits a thesis or exceeds the standard duration of the study period by more than one semester etc.), the Student shall be obliged to pay extra fees in accordance with the rates set forth in such guidelines available on the University's website (<https://www.modul.ac.at/student-life/academic-services/rules-and-regulations>). The terms and conditions are announced by the University Board and may change during the course of this agreement, as long as they do not unreasonably interfere with the student's justified interests and expectations based on the initially applicable version. Students will be notified by e-mail of these changes.

(6) The study fee shall be transferred to the following account:

MODUL University Vienna GmbH
Am Kahlenberg 1
1190 Vienna

UniCredit Bank Austria
Rothschildplatz 1
1020 Vienna, Austria
IBAN: AT29 1200 0506 6311 4201
BIC: BKAUATWW

(7) The study fee does not include costs for study materials or any fees with respect to any residential accommodation provided for the Student by the University or any third party. In particular, the fees do not include any additional fees for participating in courses exceeding the number of ECTS foreseen in the Study Program, reassessment or re-examination following failure of a course, traveling expenses, library fees, field trip costs or other course costs, unless specifically covered by a sponsor. If the study program includes practical courses requiring specific equipment, the study fee covers the costs for all goods, materials, clothing and equipment used in practical courses as well as reading material with the exception of books.

(8) In compliance with the Austrian Students' Union Act (HSG 2014), students of private universities are automatic members of the Austrian National Union of Students (ÖH). The membership fee (ÖH Beitrag), announced by the Austrian National Union of Students is to be covered by the Student at the beginning of each semester as a prerequisite for admission to the semester in question.

(9) If the Student, or any third party who agreed to pay the study fees, fails to make payment by the due date specified on the notification, the University will withdraw the Student from the classes they registered for the Semester and/or withhold all services until the outstanding fees are paid, subject to granting the Student a reasonable grace period for fulfilment of the applicable payment obligations (under consideration, in particular, of the grace period of four weeks established under § 8 para 1, if applicable). The University reserves the right to terminate this Agreement with the Student after the grace period of four weeks has elapsed established under § 8 para 1, if applicable.

(9) If the Student, or any third party who agreed to pay the study fees, fails to make payment by the due date specified on the notification, the University will withdraw the Student from the Study Program and/or withhold all services until the outstanding fees are paid. The University also reserves the right to terminate this Agreement with the Student with immediate effect.

(10) The University further reserves the right to charge interest rates in the amount of 8% per annum on any outstanding amounts.

(11) A study extension fee applies if the student exceeds the standard duration of the study program. One additional, free semester is granted. The current study extension fee is defined in the Guidelines on Fees,

available on the University's website (<https://www.modul.ac.at/student-life/academic-services/rules-and-regulations>).

(12) 1. The study fee pursuant to § 8 paragraph 1 is subject to indexation on the basis of the Austrian Consumer Price Index 2020 ("CPI 20") (or any index replacing the CPI 20) published on a monthly basis by the Federal Statistical Office of Austria (Statistik Austria). The base figure for the first fee adjustment is the CPI 20 index figure published for March or October of the Student's first study year, depending on the applicable start semester. The base index figure shall be compared with the index figure published for the month when payments are due (the "Comparative Index Figure") and the study fee shall be adjusted in the full amount of the determined percentage de- or increase. The Comparative Index Figure which has triggered the most recent adjustment of the study fee subsequently serves as the base index figure for the next fee adjustment and so on. Indexation shall in each case occur automatically upon publication of the relevant Comparative Index Figure and without the need for a separate announcement on the part of the University. In each case, the entire remaining study fee in the current indexed amount shall be subject to indexation.

2. Any increase of the study fee resulting from indexation shall be allocated to and payable by the Student as part of the next outstanding fee instalment and any decrease shall be deducted from the relevant fee instalment. The University will provide the Student or the relevant Provider with an updated payment schedule upon request after an indexation has taken place.

(13) The provisions of §8 paragraph (12) lit 1. above shall apply mutatis mutandis to the fees referenced in § 8 paragraph 5 and 10 of this Agreement. In case of an increase of those fees, they shall be paid by the Student to the University within longest 14 days following receipt by the Student of a respective invoice from the University.

§ 9 Liability

The Student shall be held personally liable for any damage caused by deliberate or negligent conduct.

§ 10 Rescission from the Agreement

(1) The University shall be entitled to withdraw from this Agreement with retroactive effect with notice in writing to the Student:

- If the Student does not pay the first installment of the study fee by the applicable due date or within an adequate grace period thereafter (taking into consideration, in particular, the period of four weeks established under § 8 para 1, if applicable).
- If the Study Program is cancelled in accordance with § 3 para 1, last bullet point, up until one month before the start of the academic year. In this case, any study fees already paid to the University by the Student for the Study Program will be reimbursed.

The Student shall have no further claims against the University if the University admissibly rescinds this Agreement.

(2) The Student shall be entitled to withdraw from this Agreement with retroactive effect with notice in writing to the University:

- Within 14 days of the day the Student returned a duly executed version of the study contract to the University. In order to exercise the right of withdrawal, the Student must notify MODUL University Vienna GmbH, Am Kahlenberg 1, 1190 Vienna, Austria, telephone number: +43 (1) 3203555, e mail address: office@modul.ac.at, by means of a clear declaration (e.g. letter sent by post or e-mail) of the decision to withdraw from the contract. For this purpose, the Student may use the template withdrawal form sent at the point of admissions which, however, is not mandatory. If the Student

starts studying within less than 14 days of the day he/she returned a duly executed version of the study contract to the University, then §8 para 6-8 apply.

- Until the last working day before the start of the first semester (i.e., the orientation week). In such a case, €1,500 of the first installment of the study fees shall remain with the University as a lump sum remuneration for the expenses incurred by the University. Any study fees paid to the University for the Study Program in excess of the aforementioned amount shall be reimbursed.
- As of the first working day of the semester (i.e., the orientation week). In such a case, the Student shall not be refunded of any payment made to the University for that semester.

(3) If the Student withdraws from the contract, he/she may no longer participate in the study programs offered by the University, use or access any relating services (including any online tuition platform or other digital service offerings provided by the University) or make such services available to third parties. Upon the Student's withdrawal, the University is entitled to block the Student's access to the study program and all relating services (including any related areas of the University websites and/or online platforms).

(4) If the Student withdraws from the contract, the University is entitled to continue using content which is not personal data and which was provided or created by the Student when using digital services offered by the University, if a) such content is only of use in connection with such digital services, b) is exclusively related to the Student's use of such digital services, c) was aggregated by the University with other data and cannot be disaggregated or can only be disaggregated with unreasonable effort, or d) was created by the Student together with others and other Students can continue using such content.

(5) Except in the cases referred to under § 10 (4) a) through c) above, the University shall make all content which is not personal data and which was provided or created by the Student when using digital services offered by the University available to the Student at the Student's request in such a way that the Student can retrieve such content free of charge, without hindrance by the University, within a reasonable period of time and in a commonly used and machine-readable format.

(6) If the semester commences before the expiry of the withdrawal period, the Student must make an explicit request for the University to start performing the study contract before the expiry of the withdrawal period by submitting to the University a signed copy of the declaration pursuant to Section 10 and 18 of the *Fern- und Auswärtsgeschäftegesetz* which will be provided to the Student as part of the contractual documentation in such a case.

(7) If the Student – following submission of a declaration pursuant to § 10 para 6 above to the University – withdraws from the study contract after the University has already started performance thereof but within the statutory withdrawal period, he/she shall pay to the University an amount which, in comparison to the contractually agreed study fee, corresponds proportionately to the services rendered by the University up to the point of withdrawal. If the total study fee is excessive, the proportionate amount to be paid by the Student shall be calculated on the basis of the market value of the services rendered by the University.

(8) To the extent the study contract entitles the Student to retrieve (e.g. via download or via stream) digital content (*digitale Inhalte*) within the meaning of the Austrian *Fern- und Auswärtsgeschäftegesetz* which is not to be delivered on a tangible data carrier and provided further that the University has started performing the contract prior to the lapse of the withdrawal period, the Student has no right to withdraw from the contract with regard to such digital content that has already been accessed by the Student (i.e. the Student remains obliged to pay the relevant content in accordance with the provisions of the study contract), provided that

- a) the Student has expressly consented to the commencement of the performance of the study contract by the University before the expiry of the withdrawal period;

- b) the Student has confirmed that he/she has taken note of the fact that he/she loses his/her right to withdraw from the study contract with regard to respective digital content as a result of the early commencement of performance of the study contract by the University;
- c) the University has provided the Student with a copy or confirmation of the study contract and his/her confirmation pursuant to lit b above in accordance with Section 7 para (3) of the Austrian *Fern- und Auswärtsgeschäftegesetz*.

(9) In case of cancellation of this Agreement, Modul University Vienna may inform the immigration office, the Austrian Agency of Quality Assurance and Accreditation, the Austrian Students' Union, the Austrian Statistical Office, as well as other relevant authorities about its cancellation.

§ 11 Termination of the Agreement

(1) The University may terminate this Agreement at any time and with immediate (*ex-nunc*) effect in the case of important reasons, in particular, but not limited to:

- If the Student is found to be in serious violation of this Agreement and/or the University's rules and regulations applicable from time to time and duly notified to the Student
- In the case of delayed payment or non-payment of study fees, subject to the provisions of § 8 para 9
- In the cases defined in the University's Examination Regulations (<https://www.modul.ac.at/student-life/academic-services/rules-and-regulations>); in particular when the Student repeatedly fails a course or does not obtain a minimum of 16 ECTS points per academic year
- If the Student does not hand in the original documents proving the information provided during the application process within the first month of the first semester.

(2) The Student may terminate this Agreement at any time and with immediate (*ex-nunc*) effect without cause.

(3) After the beginning of the semester and the expiry of the statutory withdrawal period upon returning the signed study contract, the Student is entitled to terminate this contract with effect as of the lapse of each semester. In case of a termination, no reimbursement of study fees paid to the University for the Study Program shall be made and the Student shall have no claims against the University. Subject to the foregoing, the University is entitled to collect all study fees due, regardless of whether they have been paid or not.

§ 12 Personal Data

(1) The University and the Student undertake to comply with the terms and conditions of the EU General Data Protection Regulation (GDPR) and the Data Protection Act (*Datenschutzgesetz*).

(2) The University respects the privacy of its students and will not share any of their personal information with unauthorized third parties. In particular, the faculty will not share information about the Student's performance with parents, relatives or other people unless the Student has agreed in writing or is participating in such a meeting. For more information, please see the current Data Protection Policy of the University, which is displayed in the imprint of its website.

(3) In compliance with the Austrian Student's Union Act (HSG 2014), Modul University Vienna has to regularly inform the Federal Student Union about personal data (student ID, name, birth date, contact information) of its students. Furthermore, in compliance with Austrian Education Documentation Law (Bildungsdokumentationsgesetz BGBl. I 12/2002) the University has to submit the following information of

the student to Statistics Austria: Social insurance number (or replacement code), date of birth, gender, nationality, address, type of study program, start and end of studies, student status.

(4) Based on the legitimate operational interests of the University, the University might produce visual and audio recording and streaming of specific courses for the putting at disposal and the upload to its learning platform that possibly make students personally identifiable. The University ensures that access will only be granted to students registered in the respective course and that recordings will be deleted at the end of the semester following the recording. The Student cannot derive any rights from this consent (e.g. compensation).

§ 13 Applicable Law and Jurisdiction

(1) This Agreement shall be governed by, and construed in all respects in accordance with, the laws of Austria without recourse to its provisions regarding conflict of laws. The given choice of law clause does not impair the validity of any mandatory provisions applicable at the place of ordinary residence of the Student which would apply in lack of the given clause.

(2) The legal venue for any disputes arising out of and/or in connection with this Agreement shall be determined in accordance with applicable law.

(3) Students may turn to the online dispute resolution platform of the European Commission in case of disputes in connection with this Agreement, which can be accessed via the following link: <https://ec.europa.eu/odr>. However, the University is neither legally obligated nor willing to participate in proceedings before such dispute resolution body. The University is not subject to and does not participate in any alternative dispute resolution within the meaning of the Austrian Alternative-Streitbeilegung-Gesetz (ASTG) either, be it voluntarily or based on applicable law.

§ 14 Contact

In case of questions or complaints, the Student can contact the University administration as follows:

E-Mail: office@modul.ac.at

Telephone: + 43 (1) 3203555

Place and date

Signature of the Student

Place and date

Signature of Parent/Guardian
Parent or guardian must sign the study contract in case the student has not yet come of legal age in the country of residence.

Place and date

Signature of the President

Place and date

Signature of the Managing Director

TEMPLATE