

## EDUCATION CONTRACT

for students of Karl Landsteiner University  
of Health Sciences

concluded between

**Karl Landsteiner Privatuniversität für Gesundheitswissenschaften GmbH**  
as the tertiary educational institution, hereinafter referred to as KL

and

Anrede Name With Grades  
Strasse, Plz Ort Wohnsitz  
hereinafter referred to as the student.

comprises the

☐ Medical Science Bachelor Study Programme

Reduced period of study (lateral entry): ☐ yes ☐ no (see point II.3)

Payment per semester 8,000 EUR

Tuition fee 48,000 EUR

☐ Human Medicine Master Study Programme

Reduced period of study (lateral entry): ☐ yes ☐ no (see point II.3)

Payment per semester 8,000 EUR

Tuition fee 48,000 EUR

with a regular duration of study of 6 semesters beginning with \_\_\_\_\_  
WiSe/SoSe

at \_\_\_\_\_  
Date

The contracting parties agree as follows:

## **I. Subject and basis of the Education Contract**

1. The subject of this Contract is the student's education and training as a participant in the degree programme listed on page 1.
2. KL will provide the contractual education and training services on the basis of the curriculum.. The General Terms and Conditions (GTC) of KL form an integral part of the training contract concluded between the parties. The contracting parties explicitly agree on the applicability of the GTC and all currently applicable regulations of the degree programmes (see point 1.; 1.2. GTC) of KL to this contractual relationship, and the student acknowledges and accepts these by signing this contract.

## **II. Admission process /Study place**

1. The student has been assigned a study place beginning with the date stated on page 1
2. During the application process, evidence of compliance with the admission requirements (e.g. university entrance qualification, knowledge of biology, English) can be uploaded. If not every evidence is available at the time of application, they will be requested by the university during the course of the review of the documents.

This education contract is concluded under the (resolutive) condition of the submission of the necessary evidence of the admission requirements. If the evidence cannot be presented by the start of the program in question, or the absolute necessary admission requirements are not met, the contract can be dissolved (ex nunc).

If any other evidence of admission requirements (e.g. knowledge of biology, English, German, etc.) is missing at the beginning of the program in question, conditional admission can be granted (see point II.3 below). Conditional admission is subject to the fulfillment of additional requirements, which are communicated by KL to conditionally admitted students in an addendum to the education contract. Applicants with conditional admission can participate in the study program and must also pay the tuition fees. In case the conditions for admission are not fulfilled within the given period of time, the education contract is dissolved (ex nunc) (see also the GTC, point 4.4).

Detailed information on the admission procedure and admission requirements can be found on the KL homepage (link) and the KL Statutes as well as the Rectorate's Regulation based on Sec. 7.2 para. 3 of the Statutes (<https://www.kl.ac.at/en/university/about-us/statutes-german-only>).

3. For conditional admission:  
In accordance with point 4.4 GTC, the student is conditionally admitted to the degree programme. The additional requirements and deadlines for fulfilling the conditions can be found in the annex to the contract.
4. For recognition of academic achievements:  
Following the application for recognition of academic achievements and the resulting review, the student will complete the content of various semesters from the programme listed on page 1 as part of the lateral entry (see section 4.3 of the GTC). Upon completion of the required achievements of the recognition procedure, this will result in a reduced regular study period for the student. The student will be informed of this in writing upon completion of the recognition procedure.

### **III. Services performed by KL**

1. In accordance with KL's GTC and degree programme regulations, on which this contractual relationship is based (see point 1.2 GTC), KL will provide education and training services by holding the courses specified in the curriculum; KL will provide the education and training services for the agreed standard duration of the degree programme. The conditions under which KL provides education and training services beyond the specified duration of and in addition to regular courses on a particular degree programme (particularly in the case of a leave of absence or negative examination grades) and the fees to be paid in such cases are outlined in the GTC. During the period in which KL provides such services, KL will ensure the provision of adequate facilities and qualified teaching staff. Attention is expressly drawn to KL's right to amend the services in accordance with point 10 GTC.
2. KL also agrees to administer the examinations provided for in the curriculum, to issue proof of achievement, and issue an appropriate certificate upon successful completion of the entire degree programme.
3. However, KL does not accept liability of any kind whatsoever, or provide any warranty that the student will successfully complete the degree programme.
4. Upon successful completion of the degree programme, KL will admit the student to the academic degree specified in the curriculum.

#### **IV. Rights of the student**

The student is entitled to:

- use teaching and research facilities provided by KL, as well as the library, in accordance with degree programme regulations;
- complete courses in accordance with the curriculum and degree programme regulations, and take examinations;
- receive information regarding course objectives, content and methods as well as the examination content, methods and marking standards and criteria prior to the start of each semester;
- receive confirmation of successful completion of the degree programme after passing all examinations and achieving positive grades for all other requirements in accordance with the curriculum.

#### **V. Duties of the student**

1. The student is obliged to make timely payment of the entire tuition fee specified for the degree programme per semester, in accordance with clause IX of this contract and within the payment period as notified by KL. In this regard, attention is expressly drawn to the consequences of withdrawal from this contract pursuant to points 5 and 6 GTC, to which this contract is subject.

Where KL has taken out insurance covering its claim to payment of outstanding tuition fees in case of withdrawal by students, it is expressly noted that with regard to the insured risk materialising in respect of the student, the student will have an obligation to cooperate fully in order to bring about payment of the claim, otherwise he/she will be obliged to pay the entire tuition fee specified for the degree programme. Cooperation includes, in particular, the collection and submission of suitable documents to demonstrate the existence of a reason for termination and/or an insurance claim, and granting consent for such documents to be shared with the insurer, as well as participating in the completion of a claim notification and granting consent for the insurer to obtain health-related data that substantiate the claim. Students may at any time request to inspect the contractual bases of insurance coverage on which a claim is to be made, in order to ascertain the scope of their duty of co-operation.

Reference is made expressly to points 5, 6 and 7.1 of KL's GTC.

2. The student must observe the provisions of this contract, the GTC and the degree programme regulations (see point 1.2 GTC), in particular the examination dates and submission deadlines for academic papers.

3. In order to receive a positive final grade for the degree programme, the student is required to personally participate in and attend courses and practical components in accordance with the degree programme regulations. The permitted absence is 20% (twenty percent) of prescribed mandatory courses. Days or hours of absence are calculated on the basis of the courses contained in the curriculum and their specified duration in days or hours. Exceptions from the mandatory attendance requirement (e.g. due to illness) and compensatory tasks to be completed must be agreed with the degree programme director on the basis of the requirements of the curriculum, and require the express agreement of the degree programme director. The conditions for taking a leave of absence and the consequences of negative examination grades are specified in points 8 and 9 GTC.
4. In accordance with the curriculum, students are required to write academic papers for which a positive grade must be received; this is a further requirement for successful completion of the degree programme.
5. The student agrees to treat the resources provided by KL with care and to comply with KL's applicable degree programme regulations and safety provisions, as published on the KL website at [www.kl.ac.at](http://www.kl.ac.at) (see point 1.2 GTC). In this connection, attention is expressly drawn to point 17 GTC. Any damage caused by students must be reported immediately to the degree programme director or Study Services. Unless damage caused to KL by the student is covered by the liability insurance taken out on the students' behalf (see point 7 GTC), the student must compensate KL for such damage.
6. KL publishes on its intranet the applicable degree programme and organisational requirements to be observed by the Student, at [www.kl.ac.at/agb](http://www.kl.ac.at/agb), <https://opencampus.kl.ac.at> and <http://www.kl.ac.at/satzung>. The student undertakes to regularly obtain the most recent version of the degree programme and organisational requirements, and to comply with them.
7. The student is also obliged to observe the principles of good scientific practice in accordance with the relevant KL guidelines.
8. The student must actively and constructively participate in courses with a view to efficient and effective implementation of the degree programme, and is obliged to follow the instructions of the degree programme director and other KL officials and governing bodies, in particular insofar as these relate to the organisation of teaching and the degree programme, rules of conduct, compliance with KL guidelines and KL ordinances and those of its cooperation partners, as well as adherence to academic standards and good scientific practice.

In the event of non-compliance with this obligation, KL is entitled to disallow fulfilment of course requirements, withdraw confirmations of fulfilment or demand repetition of fulfilment, as well as to revoke the student's degree and/or terminate the Education Contract in accordance with point 13 GTC.

9. The student also has a duty of co-operation in other cases of damages in which KL or a third party has taken out insurance to cover the student's risk (e.g. teaching hospitals, etc.) and an insurance benefit can only be claimed on the basis of co-operation by the student (provision of information, submission of documentary proof, consent to collection of personal data, etc.); the student will be obliged to compensate KL or the third party for the damages it suffers in case of breach of this duty of co-operation.
10. It is expressly noted that redistribution of literature reproduced in the course of teaching and made available on the intranet to persons other than course participants, regardless of the manner and technical means (physical or digital, online and offline), is prohibited by copyright. Furthermore it is prohibited to distribute examination questions and other learning materials to other persons, including other participants in the course of study. KL reserves the right to claim damages caused by the violation of this provision.

## **VI. Duty of confidentiality**

1. The student agrees to keep strictly confidential all information, data, and messages received during the course of the degree programme ("confidential information"), as well as information obtained during their studies at KL, at a KL cooperation partner (especially the St. Pölten, Krems and Tulln university hospitals), or at another teaching institution attended during the course of the degree programme, regarding the institution, its employees, its patients and their relatives and in particular to comply with all relevant legal provisions relating to hospitals and professional rules in respect of duty of confidentiality (in particular medical confidentiality) and obligation to secrecy. The student's duty of confidentiality also applies in respect of each respective educational institution (e.g. university hospital, teaching hospital, teaching medical practice, and any location where a clinical traineeship and practical training are completed). In this regard, the student declares that he/she/n has obtained information about and is aware of the duty of confidentiality to be observed. In case of doubt, information is to be treated confidentially. Any information that becomes known to the student, and which the student deems not to be confidential, must not be passed on to third parties without first consulting the degree programme director or the director of the training institution with regard to the nature and content of the information concerned and the duty to treat the information confidentially.

2. The student further agrees to use all confidential information exclusively for study-related purposes. Disclosure of confidential information to third parties in any form whatsoever is prohibited. The duty of confidentiality does not apply to information which, at the time it is obtained, is lawfully known to the public or has lawfully been made available to the student or is made known to the public in compliance with the law or through court or administrative order.
3. The duty of confidentiality will continue to apply after the student has completed the degree programme.

#### **VII. Miscellaneous rights of KL**

1. The student consents to being filmed during courses and practical components of the degree programme, and agrees that any resulting video or sound recordings of the student made by KL may be used without any restriction in time, space and content for teaching and research purposes, in particular to be made available as audio-visual products on the internet through password-protected learning management systems (e.g. Open Campus).
2. The student consents to the storage and processing of their personal data required for these purposes, in particular the storage of their voice and image for the purpose of teaching and research in the context of the aforementioned courses and practical components. In accordance with data protection provisions, this consent may be revoked in writing at any time.
3. KL is entitled to use photographs depicting the student or that are taken in connection with their studies at KL free of charge for marketing purposes during and after completion of the degree programme. The student transfers all rights to such photographs to KL for continued and repeated use.
4. The logo used by KL is protected by copyright and may not be used by the student for other purposes.
5. The student agrees to submit personal statistical data in accordance with legal requirements.
6. If the student receives a scholarship, KL is entitled to provide the office of the provider of the scholarship with information requested about the student's performance and participation in the degree programme. In this regard the student grants the provider of the scholarship a separate right to access such information.

7. The student transfers to KL exclusive rights of exploitation of the works created by the student in connection with their studies at KL, in the meaning of the Austrian Copyright Act, indefinitely and beyond the end of the period of study. KL is entitled to transfer the rights of exploitation. Such transfer is not subject to remuneration. The provisions of the Copyright Act will apply.
8. KL shall be exclusively entitled to all rights to inventions developed by the student in connection with the degree programme. The student will notify KL of any such inventions immediately. Section 7(2) and 7(3) Patents Act will apply with any necessary modifications. KL must declare within three months of notification of an invention whether it intends to assert its claim to the invention. In the event that KL declares in writing that it does not wish to assert a claim to the invention, the rights will belong to the respective Student. In such cases the Student grants KL exclusive and unlimited rights of exploitation of the invention for an indefinite period. KL is entitled to transfer the rights of exploitation.
9. The student shall hand over a complete copy of the positively assessed academic work to KL in accordance with § 11 para. 4 of the Private University Act (PHG) before the academic degree is awarded. The handover can also take place in electronic form. In cooperation with the University for Continuing Education Krems Library, KL ensures that these positively assessed theses are publicly accessible or that sufficient publicity is guaranteed. For this purpose, the bibliographic data ("metadata") are placed online in the library catalogue of the campus library.

On the occasion of the delivery of the positively assessed work, the student may, in accordance with § 11 para. 5 PHG, demand that the use of the delivered copies be excluded for a maximum of five years after delivery. The request shall be taken into account if the student can credibly demonstrate that important legal or economic interests of the student are at risk.

The student grants KL unlimited permission in terms of time and place to publish the academic work electronically (in full text) on the internet, for example digitally in the library catalogue of the campus library. If their work is marked with a blocking notice, it will only be made available after the blocking period has expired.

KL accepts no liability for technical errors in the context of electronic publication or for the unlawful use and dissemination of the academic work by third parties.



### **VIII. Special provisions for practical clinical training**

1. During clinical training the student will become familiar with a range of medical complaints and diseases, and medical services, in accordance with the degree programme requirements (curriculum), taking into account the specified learning and training objectives. In accordance with legal provisions applying to the medical profession as amended, the student will work under the guidance and supervision of course instructors. For the duration of such clinical training activities the student is covered by the liability insurance taken out for the St. Pölten, Krems and Tulln university hospitals. Before practical clinical training begins, the student is required to obtain information on the coverage provided by the liability insurance. If the Student deems that liability risks exist which are not covered by the liability insurance, he/she will take out liability insurance that he/she judges to be sufficient (see point 7 GTC).
2. The student agrees to uphold the interests of KL, the St. Pölten, Krems and Tulln university hospitals and other degree programme teaching facilities, their employees, their patients and patients' relatives, and not to disturb hospital operations. In the event of a serious violation of hospital regulations, the student may be excluded from the clinical training. In such cases, KL is entitled to withhold confirmation of proof of fulfilment, and/or to demand that the student repeats the practical clinical training, or to terminate the Contract (see point 13 GTC). The Student will bear the costs of repeating the practical clinical training, in addition to the regular tuition fee.
3. The student is obliged to comply with the institutional rules and regulations, as well as any house rules and hygiene guidelines and requirements at the St. Pölten, Krems and Tulln university hospitals, as well as at any other degree programme training facilities, and to follow the instructions of hospital staff.
4. The student acknowledges that he/she is strictly prohibited from making unauthorised copies of personal patient data (e.g. medical histories).

## **IX. Tuition fee**

1. As a prerequisite for participating in courses, sitting examinations and writing academic papers (see point 6 GTC), the student is required, for the entire duration of the degree programme to pay the tuition fee within the period specified by KL prior to the start of each semester in the amount specified and notified by KL at the time of conclusion of the Education Contract (see page 1). The student must bear any bank charges. Late payment of the tuition fee is considered a significant breach of the student's obligations under this contract and entitles KL to terminate the contract as provided for in point 13 GTC.
2. Attention is drawn to the student's obligation to pay the students' union fee in accordance with point 6.3 GTC.

## **X. Termination of the Education Contract**

1. The Education Contract expires when the student has completed the bachelor degree programme, or has received a negative grade for the final permitted resit of a prescribed examination (see points 9.2 and 13.1 GTC). The contract also terminates in the case of termination by KL in the meaning of point 13.2 GTC.
2. The student is entitled to terminate the Education Contract before graduating from the degree programme on the grounds specified in point 5 GTC, by the means provided for and with the legal consequences set forth therein. The student has special obligations in case of termination as set out in clause point V.1. of this contract.  
Following termination of the Education Contract, the student is no longer be entitled to attend KL courses, to take exams or to use the facilities and services provided by KL.

## **XI Applicable law, jurisdiction and severability clause**

1. This contract is governed exclusively by Austrian law to the exclusion of conflict of law rules, as specified in point 18.3 GTC.
2. The exclusive place of jurisdiction for all legal disputes arising from this Education Contract is the competent court in Krems an der Donau, unless other mandatory requirements relating to jurisdiction apply.

3. If any provision(s) of this Contract is/are void or ineffective, this does not affect the effectiveness of the remaining provisions. The contracting parties undertake in good faith to replace the void or ineffective provision with a provision which comes closest to its economic effect.

Für die Karl Landsteiner Privatuniversität

Student

Krems, on \_\_\_\_\_  
Date

\_\_\_\_\_  
Place, Date

\_\_\_\_\_  
Univ.Prof. Dr. Rudolf Mallinger  
Rector

\_\_\_\_\_  
Name With Grades

\_\_\_\_\_  
Mag<sup>a</sup>. Sabine Siegl  
Prorector