

**General terms and conditions (GTC) of  
Karl Landsteiner Privatuniversität für Gesundheitswissenschaften GmbH**

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**1 Application**

- 1.1 These general terms and conditions ("GTC") apply to participation in all training and development courses offered by Karl Landsteiner Privatuniversität für Gesundheitswissenschaften GmbH (hereinafter referred to as "KL"), and to the selection processes for the allocation of study places (Point 3 GTC), and constitute an integral part of each education contract concluded with KL. For the purposes of the GTC, participants in training and development courses are referred to as "Students"; prior to concluding an Education Contract, they are referred to as "Applicants".
- 1.2 Irrespective of this, the respective statutes, regulations (in accordance with Point 7.2, Para. 3 of the Statutes for Regular Degree Programs), study and examination regulations for each degree programme, doctoral regulations, and other terms, conditions and clarifications, such as the Good Scientific Practice Guidelines, the terms of use for the Share Point learning platform (e.g. OpenCampus), general guidelines, laboratory safety rules and house rules apply, as amended. These organisational requirements are in place to ensure efficient and smooth operation of the degree programme and must be strictly observed by Students. The modules and lines (focus topics) are defined in the study programmes (curricula).
- 1.3 Students in the meaning of the GTC are both regular and non-regular Students. Regular Students are those enrolled in bachelor, master, doctoral or PhD programmes. Non-regular Students are participants in certificate courses, individual modules and/or other courses. For non-regular Students, the GTC for participation in further education/events at KL apply.

**2 Application and registration**

- 2.1 The degree programmes offered by KL have a limited number of study places. Applications for the respective degree programme must be made in writing and submitted within the specified application period. Applicants must complete the online registration form posted on the KL website and submit the additional documents specified in the registration form electronically. The respective application deadlines are published on the KL website. KL will confirm receipt of the application by email. By submitting the application, Applicants declare their acknowledgement and acceptance of the GTC as amended and published on the KL website at the time of submission. Submitted applications are binding and result in the obligation to pay the fee specified in Point 2.2 of these GTC.

- 2.2 Applicants are charged a fee determined by the respective degree programme for the processing of their application and their participation in the selection process. The processing fee is published on the KL website, and an invoice will be issued to the Applicant. The fee must be paid in full and on time in order for the application to be processed. Applicants who meet these requirements will be invited by email to take part in the selection process.

### **3 Selection process**

- 3.1 Applicants have no legal entitlement to a study place.
- 3.2 KL is entitled and obliged to make a selection in the course of the selection process for the various degree programmes. KL is further entitled to reject applications during the selection process without stating any reasons. Such a rejection does not entitle Applicants to assert claims of any kind against KL.
- 3.3 A specific selection process is carried out for each degree programme offered by KL. Timely submission of a complete application and timely payment of the processing fee are prerequisites for an Applicant's participation in the selection process. The procedure for and details of the respective selection process are published on the KL website. The Rectorate makes the final decision on the allocation of study places.
- 3.4 The selection process for the allocation of study places is carried out according to objective criteria, on the basis of the professional and personal suitability of the Applicant as evidenced in the documents submitted in the application. Selection decisions made by KL are final and cannot be contested by Applicants.
- 3.5 All costs associated with the application and selection process are borne by the Applicant, irrespective of the outcome of the selection process.

### **4 Allocation of study places, tuition fees, recognition of completed assessments and conditional admission**

- 4.1 Study places are awarded based on the outcome of the selection process. Allocation of a study place and the conclusion of an education contract with KL does not give rise to any claims whatsoever to graduation from a degree programme.
- 4.2 KL will send a copy of the Education Contract electronically to each Applicant who has been allocated a study place. Applicants have 7 (seven) calendar days after receipt of the contract electronically from KL to declare their acceptance of the study place, by signing and returning two hard copies of the Education Contract to KL within this period, determined by the date of receipt of the signed contract by KL. The Education Contract is formed upon countersignature by the Rectorate after receipt of the two copies of the contract signed by the Applicant. This is made available to the Student on the OpenCampus platform. By that, the Student is informed that the Rectorate has signed the contract and the contract is deemed to have been delivered.

One copy of the contract will be given to the Applicant at the admissions interview, while one copy remains with KL.

#### 4.3 Recognition of completed assessments for the purpose of shortening the duration of studies:

KL offers Applicants the possibility of joining a degree programme at a later stage than the first semester by recognising assessments completed at other post-secondary education establishments. Timely submission of corresponding supporting documentation by the Applicant is required for the recognition procedure. The procedure is outlined on the KL website, [www.kl.ac.at](http://www.kl.ac.at).

Applicants are not legally entitled to recognition of completed assessments. An administrative fee is charged for reviewing the submitted documentation. The applicable fee is published on the KL website, [www.kl.ac.at](http://www.kl.ac.at).

In addition to a positive outcome to the recognition procedure, and (if applicable) positive completion of supplementary assessments, a study place in the semester in which the Student wishes to join the programme must be available in order for the Student to be admitted to the degree programme. For this reason, a positive outcome to the recognition procedure does not result in the Applicant having a claim to a study place.

#### 4.4 Conditional admission

The admission requirements for a degree programme are specified in the respective curriculum. A conditional admission (contract conclusion subject to dissolution) is not possible in case of non-fulfillment of admission requirements that have to be fulfilled in every case (e.g. university entrance qualification). In case any other admission requirements are missing, which can still be provided after the start of the study programme (e.g. knowledge of biology, English, German, etc.), a conditional admission may be granted if these requirements are not completely fulfilled at the start of the study programme.

In case of conditional admission, the final admission to the study programme is linked to the fulfillment of additional requirements within a period of time specified by KL. Details of the conditions, such as the requirements and deadline for fulfillment, are individually specified in an addendum to the education contract, and must be signed by the conditionally admitted Student and the Rectorate at the admissions interview, in addition to the education contract. Students who receive conditional admission can participate in the degree programme and are required to pay the tuition fees. However, if the Student does not meet the conditions for admission within the period set by KL, the conditional admission lapses and the Education Contract terminates. Tuition fees due up to this time must be paid by the Student. Refunds of paid tuition fees are excluded and no refunds will be made.

## 5 Withdrawal and legal consequences

- 5.1 Since KL cannot fill a vacant study place by allocating it to another Student without carrying out a legally and organisationally complex admission process, unilateral termination of the Education Contract by the Student can only be effective under the following conditions and with the legal consequences stated here:

- 5.1.1 The Student may withdraw from the Education Contract without giving reasons up to 6 (six) weeks before the date the degree programme begins. The date the degree programme begins is stated in the Education Contract and published on the KL website at <http://www.kl.ac.at/en/admission/key-dates-and-deadlines>. Students who exercise this right to withdrawal must pay an administrative fee of EUR 350 (three hundred and fifty euros) for each course to KL in addition to the processing fee for the admissions procedure and processing their application.

After the deadline for withdrawal as stated above, withdrawal is possible up to 1 (one) week before the date of commencement of the degree programme if the Student justifies the withdrawal with the reception/gain of a study place at a public university in Austria for the same subject area as the programme at KL and provides proof of this. Students who exercise this right to withdraw must pay an administrative fee of EUR 800 (eight hundred euros) for each course to KL in addition to the processing fee for the admissions procedure and processing their application. After this deadline has passed, the Student is no longer entitled to withdraw from the Contract.

- 5.1.2 After expiry of the deadlines specified in Point 5.1.1 of these GTC, withdrawal from the Education Contract by the Student is only possible on the grounds (and with the legal consequences) stated in Point 5.1.3. Where none of the grounds specified in Point 5.; 5.1.3 apply, the Student is liable to pay the total tuition fee for the entire duration of the degree programme.

- 5.1.3 The Student is entitled to terminate the Education Contract by giving unilateral written notice (or, where applicable, the contract terminates) for the following reasons, even when the deadlines specified in Point 5.; 5.1.1 of the GTC have passed. In this case, the tuition fee for the semester in which the reason for terminating the contract arises will in all events be due and must be paid by the Student (the liable party). Paid tuition fees will not be refunded.

KL will take out insurance against the risk of loss of its claim to payment of tuition fees which also covers the materialisation of a risk that is exclusively within the influence of the Student. In case such insurance coverage has been taken out in favour of the Applicant or Student, the Applicant or Student is exempted from the obligation to pay the tuition fees still outstanding but not yet due at the time of the insured event; KL will bear the proportionate cost of the insurance premium.

In this regard, the Student has a duty of cooperation, which is set out in greater detail in the Education Contract, to support KL in securing payment of the insurance claim, and an obligation to pay compensation for damages in case this duty is not fulfilled.

Where insurance coverage for the loss of tuition fees by KL is not in place, but the right to terminate the contract can nevertheless be proven (see also Point 5.1.4 GTC), Applicants or Students who exercise their right to terminate the Contract as provided for by this Point of the GTC, on the grounds specified in Points 5.; 5.1.3.2 to 5.1.3.7 below, are liable to pay the tuition fee for one semester in addition to the parts of the total tuition fee that have already fallen due.

Students only have a right to terminate the contract on the following grounds if the circumstances giving rise to the ground for termination have not been presented as grounds for a leave of absence:

- 5.1.3.1. death of the Student;
- 5.1.3.2. mental illness, stress-related illness, exhaustion or fatigue, or burnout, which are medically certified by a medical specialist and occurred after the Student started the degree programme and makes continued participation in the programme for an extended period impossible;
- 5.1.3.3. permanent disability beginning after the Student started the degree programme and resulting from an accident in the meaning of the General Terms and Conditions of Accident Insurance (articles 6 and 7, AUVB 2005) that makes continued participation in the programme impossible;
- 5.1.3.4. sudden illness (excluding pre-existing conditions) occurring after the Student started the degree programme that makes continued participation in the programme for an extended period impossible;
- 5.1.3.5. pregnancy beginning after the Student started the degree programme;
- 5.1.3.6. parental leave up to the end of a child's second year (i.e. the day before the child's second birthday), if the Student shares a household with the child;
- 5.1.3.7. care of a chronically ill/disabled close relative
- 5.1.3.8. negative grade in degree programme assessments, after options to repeat assessments in accordance with the degree programme regulations have been exhausted; the Student is obliged to exhaust all options for repeating assessments before this becomes a ground for termination

- 5.1.4 Proof of the grounds for withdrawal must be provided by the Student; in case the grounds given need to be medically attested this must be done by means of a certificate from a qualified medical specialist – including from any specialist proposed by the insurer – and otherwise by means of an official or otherwise easily verifiable confirmation. Where the grounds given for premature termination of contract are in principle covered by insurance, KL reserves the right to make acceptance or refusal of the notice of termination dependent on the opinion of the insurer with regard to coverage. If no coverage of the grounds given is confirmed, KL is entitled to request further suitable proof of the grounds for termination from the Student, over and above that required pursuant to Point 5.; 5.1.4 of these GTC.

In case of withdrawal in accordance with Point 5.1.3.8, KL will submit confirmation of the negative grade.

Notice from the Student of termination of the contract must be submitted in writing, either by post (by recorded delivery), fax or email, together with the documentation providing proof of grounds for termination. Originals of such documentation must be provided at KL's request. The date of receipt of such notice by KL applies with regard to compliance with the deadlines specified in Point 5.1.1.

- 5.2 Provisions pursuant to Section 11, Distance Selling Act (Fern- und Auswärtsgeschäfte-Gesetz, FAGG)

In the case of education contracts concluded solely by means of distance selling, Students are entitled to withdraw from the Education Contract without giving reasons within 14 (fourteen) working days of conclusion of the contract, pursuant to Point 4.2. The withdrawal period begins on the day following receipt of the signed Education Contract by KL (Point 4.4.2 GTC).

Delivery of the notice of withdrawal by post, fax or email within this period is sufficient for compliance with the deadline, whereby the postmark or the date of transmission of the notice of withdrawal by email or fax is decisive. In this case any tuition fee paid will be refunded promptly, at the latest 14 (fourteen) days after receipt of the notice of withdrawal.

## **6 Payment of tuition fees**

- 6.1 Tuition fees for all semesters required for the completion of assessments set out in the curriculum are to be paid in a timely manner, including for those semesters that are intended for writing theses, completion of a work placement or clinical internship, a period or semester abroad, or similar purposes. Tuition fees must also be paid for academic years repeated due to negative grades in accordance with Point 9 GTC.
- 6.2 In case academic work must be completed during a semester due to being required for graduation from the degree course – such as the completion/submission of academic papers and/or sitting examinations – but the Student is not required to attend classes in that semester, the Student must pay proportionate tuition fees for the semester, amounting to 15% of the full tuition fee for the semester as published by KL (excluding in cases of repeating examinations pursuant to Point 9 GTC). In addition, the Student must pay the Students' union fee and any extraordinary contributions due to the Austrian National Union of Students (Österreichische Hochschüler:innenschaft, ÖH) for the semester in question.  
If the required academic work covered by this provision of the GTC is completed within eight weeks of the beginning of the semester following that in which it was due in accordance with the regular duration of the study programme, the Student does not have to pay a tuition fee. However, the Student must pay the Students' union fee and extraordinary contributions due to ÖH.
- 6.3 Tuition fees are invoiced in advance of each semester. Information on payment deadlines is included with the payment request. The tuition fees are payable in Euro without deductions by the due date. Students shall bear the cost of any bank transfer fees. In addition to the tuition fee, each semester Students attending a KL degree programme will be charged the Students' union fee and any extraordinary contributions due to the Austrian National Union of Students (Österreichische Hochschüler:innenschaft, ÖH). These contributions are set by ÖH, collected by KL and passed on to ÖH by KL.
- 6.4 The current tuition fees at the time of conclusion of the Education Contract, and which apply to the contract, are published on the KL website. Please note that KL does not charge VAT, since its revenue is not subject to VAT pursuant to Section 6(1)(11) of the Value Added Tax Act (Umsatzsteuergesetz, UStG). KL reserves the right to change the amount charged in tuition fees unilaterally in case the Students make use of the option to extend their studies beyond the regular duration of the degree programme, for example in case of examination resits, failure to submit proof of completion of assessments, etc. Generally recognition of academic assessments does not result in a reduction of the tuition fees.
- 6.5 Tuition fee payments must be transferred to KL's Bank Austria account, IBAN: AT07 1200 0100 1320 3541, BIC: BKAUATWW.
- 6.6 Upon payment of the tuition fees, the cost of documentation provided online isare paid. However, payment of fees does not include costs arising for specialist literature and/or learning materials, travel costs, accommodation or provisions, nor the costs of any other possible learning aids additionally offered by KL; all such additional costs must be paid by the Students separately.

- 6.7 After payment of the tuition fees, Students will receive confirmation of admission, and a payment confirmation. On request of the Student the confirmation of payment (e.g. for tax purposes) can also be issued to third parties (e.g. parents), if they have paid the tuition fees.
- 6.8 KL is entitled to send invoices, payment confirmations, first reminders and late notices in electronic form. If payment is not received by the due date, KL is entitled to charge interest at the statutory rate from the due date. In the event of default, all costs related to reminders, collection and/or legal fees must be borne by the Student. After an unsuccessful second reminder, KL is entitled (notwithstanding the right to terminate the contract according to Point 13.; 13.2.1 of these GTC) to block the intranet access (OpenCampus) of the Student(s) concerned. A resulting delay in the progress of studies is to be considered as unexcused absence (see Point 13.; 13.2.2 of these GTC).
- 6.9 Graduation documents shall only be delivered upon full payment of the tuition fees.

## **7 Insurance/liability**

- 7.1 Students of KL degree programmes are covered by accident and liability insurance as part of their membership of the Austrian National Union of Students (see Section 38(3 and 6) of the Student Union Act (Hochschülerinnen- und Hochschülerschaftsgesetz, HSG) as amended).

KL has taken out liability insurance for Students on certain practical training programmes. Details can be found online at <https://www.kl.ac.at/download-center>.

KL is also entitled to take out insurance coverage against the loss of tuition fees resulting from the withdrawal of degree programme applicants in accordance with Point 5.1.3 above. The Student has a duty of cooperation, which is set out in greater detail in the Education Contract, to support KL in obtaining payment of the insurance claim, irrespective of provision of grounds for withdrawal pursuant to Point 5.1.3, and the Student will be obliged to pay the entire tuition fee in case this duty is not fulfilled. Any claim of the Student to repayment based on payment of the insurance claim to KL is excluded.

- 7.2 In individual cases, especially at events/activities taking place outside KL's premises and/or abroad in the course of degree programmes, KL is entitled to require students to take out and provide proof of additional insurance coverage. If such proof is not provided, KL is entitled to take out such insurance in the name of and at the expense of the Student concerned. Degree programme applicants must bear the costs incurred as a result.

*Note: the insurance coverage resulting from payment of Austrian National Union of Students fees and that taken out by KL do not cover all risks faced by Students. Students who require more comprehensive coverage or a higher amount insured must take out the corresponding insurance themselves.*

## **8 Leave of absence**

- 8.1 Students may apply to the degree programme director for a leave of absence lasting a maximum of two semesters. Students taking a leave of absence are exempt from the obligation to attend courses and sit examinations if significant grounds exist and the Student provides proof of such. Significant grounds include the grounds specified in Points 5.; 5.1.3.2 to 5.1.3.7 of these GTC, and performance of military service or civilian national service.

The list of grounds above is not exhaustive or exclusive, meaning that other grounds of equal significance may entitle the Student to a leave of absence. The Student must provide proof of the



grounds for a leave of absence, as for grounds for termination of the contract (see Point 5.1.4). KL reserves the right to decide whether significant grounds for a leave of absence exist, and whether their existence has been proved demonstrably.

- 8.2 Applications for a leave of absence, including proof, must be submitted in writing by post, fax or email no later than 2 (two) weeks prior to the start of the semester or academic year for which the leave of absence is requested. In such cases the postmark date or, in the case of applications for a leave of absence submitted by email or fax, the date of receipt by KL will be decisive. The deadline for submitting applications for a leave of absence may only be exceeded on grounds equivalent to a force majeure event, and applications must be submitted by the start of the semester or academic year at the latest. Students who do not meet this deadline will not be granted a leave of absence.
- 8.3 Admission to the degree programme remains in place during the leave of absence. During the leave of absence the Student remains a Student of KL (according to Point 1.3 GTC). The Student does not have to pay tuition fees, but must pay a 15% administrative charge of the full tuition fee for the semester as published by KL. In addition, the Student must pay the Students' union fee and any extraordinary contributions due to the Austrian National Union of Students (Österreichische Hochschüler:innenschaft, ÖH) for the semester in question.
- 8.4 Participation in courses, taking of examinations and submission of academic papers is not permitted during the leave of absence.
- 8.5 In unforeseen cases of hardship, such as sudden acute illness, a leave of absence may still be granted if the Student fails to meet the deadlines specified in Point 8.2, provided the leave of absence is requested in writing not later than 4 (four) weeks after the start of the semester/academic year in accordance with Point 8.2, and provided the Student has not taken any examinations in the semester or academic year for which the leave of absence is requested, and has not participated in any courses with continuous assessment (i.e. courses where attendance is mandatory and which are indicated as such in the curriculum).
- 8.6 A timely request for a leave of absence in accordance with Points 8.2 and 8.5 will result in an exemption from the obligation to attend courses and partial exemption from the tuition fee for the respective semester. Students who are granted a leave of absence by KL are required to pay an administrative/processing fee of 15% of the tuition fee for the period for which the leave of absence is granted.

## **9 Repetition of an academic year due to negative examination grades**

- 9.1 In principle, it is possible to repeat previously completed modules and lines (if lines are included in the respective curriculum), as well as final examinations, as part of the next year group, provided the same degree programme is being held and a study place is available, with due consideration of the provisions of the examination regulations for the respective Student's degree programme and KL's statutes. Students must repeat any module(s) and or line(s) for which they receive a negative grade. Lectures may be attended without registration. For teaching reasons, Students may only re-attend courses with continuous assessment if they have received a negative grade. Attendance is only permitted with the prior approval of the degree programme director and provided the student registers in good time prior to the course, and also presents this approval to the respective course director. (Further) courses, modules, lines and examinations that Students are required to repeat must be taken in the following academic year together with the next year group of the degree programme in question. The fee payable by Students for repeating courses consists of an administrative and processing fee of 15% of the tuition fee for the semester(s) in



which courses, modules, lines or examinations are repeated, plus a pro rata tuition fee for the modules/lines to be completed in the course of the repetition. The price per module/line is calculated by dividing the annual tuition fee by the number of modules and lines in the degree programme year in question. If a Student is required to repeat all modules and lines (if applicable), the full annual tuition fee is payable.

- 9.2 If a Student is unable to resit an examination in accordance with KL's examination regulations, and is therefore unable to complete the degree programme, this represents a significant ground for the termination of the Education Contract pursuant to Point 5.1.3 of these GTC, provided that the Student has exhausted all the available options for repeating the examination.

## **10 Changes to services provided**

- 10.1 KL reserves the right to cancel and/or postpone degree programmes, in particular due to the failure to attract the minimum number of Students. In the event of a cancellation, all tuition fees paid will be refunded. Processing fees will not be refunded.
- 10.2 KL likewise reserves the right to amend the organisation and content of its degree programmes. KL is entitled to modify the content of degree programmes in view of developments in science, teaching and research in Austria and abroad. KL will carry out such modifications provided that they do not jeopardise the educational objectives.
- 10.3 In the event that KL makes changes in accordance with Points 10.1 and/or 10.2 above, any claims against KL by Students on any legal grounds whatsoever are excluded, unless changes made are not expressly provided for in Points 10.1 or 10.2 above. In particular, Students are not entitled to terminate the Education Contract, pay a reduced tuition fee or claim compensation for damages as a result of changes made by KL.

## **11 Exchange of information, and changes to personal data**

- 11.1 Communication between KL and its lecturers and Students takes place electronically. For this purpose, a KL email account is set up for each Student. The Students agree to use this email account for the transmission of information, documents, etc. during their studies and to regularly check their emails. In addition, Students agree to use the KL learning platform in accordance with the teaching curriculum.
- 11.2 Changes to personal data must be communicated immediately in writing. If a Student fails to notify KL of such changes, any documents will be deemed to have been delivered to the Student if they are sent to the most recent postal address provided to KL, or in the case of electronic transmission to the email address allocated by KL.

## **12 Liability/compensation**

- 12.1 KL is liable only for damages caused due to wilful intent or gross negligence on the part of KL staff. Any liability for minor negligence, compensation for consequential and pecuniary losses, lost profits and damages arising from claims of third parties are excluded.
- 12.2 KL accepts no liability for theft or loss of items brought to courses, in particular valuables.

- 12.3 Students act on their own responsibility in the course of the degree programmes. KL is not liable for third-party damages brought about by Students, in particular third-party damages caused during clinical internships, and the Student is required to indemnify and hold KL harmless in such cases.
- 12.4 Furthermore, KL is not liable for damages incurred by Students due to delays in holding degree programmes and/or the failure to hold and/or continue degree programmes, whether for economic, organisational or other reasons. Any liability on the part of KL for changes made in accordance with Point 10 of these GTC is also excluded.
- 12.5 Any abuse of software and/or hardware provided as part of a course requiring specific equipment may result in compensation claims on the part of KL and/or third parties. Students agree to indemnify and hold KL harmless against any such claims asserted by third parties. Hardware and/or software provided in the course of a degree programme are to be used exclusively for study-related purposes.

### **13 Termination and premature termination of the education contract**

- 13.1 The Education Contract expires at the end of the semester in which a Student passes the final assessment required by the respective curriculum or fails to pass the final resit examination provided for in the respective curriculum.
- 13.2 KL may terminate the Education Contract at any time on significant grounds. Significant grounds include:
- 13.2.1 the Student's late payment of tuition fees, notwithstanding reminders and a grace period;
  - 13.2.2 the Student's (unexcused) absence from courses at which attendance is mandatory, unless a leave of absence has been granted by KL in accordance with Point 8 above;
  - 13.2.3 the Student's non-compliance with regulations and policies set out by KL in addition to these GTC and the terms of the Education Contract in order to ensure the smooth implementation of degree programmes (see Point 1.2.2 above, e.g. house rules, laboratory rules, confidentiality provisions and the like);
  - 13.2.4 the Student's continued inappropriate conduct which prohibits lecturers from holding and/or Students from following courses;
  - 13.2.5 Students signifying that they do not intend to continue the degree programme and as a consequence will no longer participate in the programme, although grounds for termination of the Education Contract in the meaning of Point 5.1.3 above do not exist;
  - 13.2.6 the materialisation of natural hazards facing the university (e.g. fire, floods, etc.), leading to the interruption or discontinuation of the degree programme.

The Education Contract will terminate with immediate effect upon receipt of notice of termination, including grounds for exclusion, sent by KL by recorded delivery to the respective Student's last known address. In the event of termination of the Education Contract on significant grounds by KL in accordance with Points 13.; 13.2.1 to 13.2.5 above, the Student must, irrespective of the termination of the Contract, pay the entire tuition fee outstanding at that time as a contractual penalty. In this regard, attention is drawn to the fact that due to the annual allocation of study places based on the selection processes and to the level of education of the Student in question, KL is unable to replace a Student who has been excluded from a degree programme on significant grounds. Claims for refunds of tuition fees paid are excluded.

In the case of termination of the Education Contract on one of the grounds specified in Point 13.; 13.2.6 above, the Student's obligation to pay the tuition fees due for the remainder of the degree programme does not apply. In this case, any claims by Students for repayment of tuition fees previously paid are excluded, as are claims on any legal grounds whatsoever arising from termination of the Education Contract by KL on one of the grounds specified in Point 13.; 13.2.6 above.

- 13.3 In principle, KL's degree programmes are indivisible units that must be completed in their entirety. Moreover, wherever possible, it is necessary for KL to maintain the full number of Students for the duration of the degree programme for financial, teaching and quality reasons. Termination of the contractual relationship on the part of the Student (withdrawal from participation) is therefore possible only on the grounds specified in Point 5.; 5.1.3 above.

## **14 Copyright**

- 14.1 All literature and other learning materials provided by KL in electronic and/or physical form remain the sole intellectual property of KL or the respective authors. Students will have only restricted rights of use to literature and other learning materials for their own personal use and for their own research purposes. The dissemination of literature and other learning materials that have been reproduced as part of the teaching process and made available on the intranet to persons other than course participants, regardless of the manner or technical means (physical or digital, online or offline), is prohibited under copyright law. Without exception, reproduction and other forms of exploitation of any kind require the written consent of KL or the authors. Students are required to fully indemnify and hold KL harmless against any such claims asserted by third parties.
- 14.2 All examination questions of any kind provided by KL in electronic and/or physical form remain the sole intellectual property of KL. Students are expressly prohibited from making exam questions known to third parties in any form whatsoever, including to other course participants. Without exception, reproduction of examination questions and other forms of exploitation of any kind require the written consent of KL. In all cases of breach of the regulations on reproduction and/or exploitation, Students are obliged to fully indemnify and hold KL harmless, and, without prejudice to additional claims by KL, in particular claims for damages, to fully compensate KL for the costs of any necessary revision and/or rewriting of multiple-choice tests.
- 14.3 All work produced by Students in the course of their studies will remain the intellectual property of the Students. Students will transfer, free of charge, unlimited right of use for all forms of exploitation to KL, including adaptation and the right to use in online networks, in particular the internet. This will not affect the Students' right to use the work.

## **15 Photographs and films**

Image and sound recordings:

Recordings of courses with image and/or sound (by any means) are not permitted without the prior approval of KL.

Students consent to being filmed during courses and to the use of the resulting video and audio recordings without limitation in time, location and content for teaching and research purposes, in particular as audio-visual products on the internet via KL's password-protected learning management systems. Claims for compensation from such publication are excluded.

## 16 Data protection

By submitting their application, degree programme applicants consent to the automatic processing of their data by KL. Furthermore, upon being allocated a study place, Students agree that their name and address will be shared with other Students, lecturers and persons responsible for the organisation of teaching activities at KL in order to facilitate internal communication..

If photos and/or film recordings are to be used in the documentation interests of KL, e.g. as part of marketing or similar activities (photography, film and sound recordings, with the naming of individuals, if required), KL will obtain the Student's written consent.

See also the "Privacy policy for Students" on the KL website (<https://www.kl.ac.at/en/dsgvo-basic-data-protection-regulation>).

In respect of their duty of co-operation, Students must give their consent to personal data being transferred to insurance companies with which insurance coverage has been agreed as mentioned in these GTC.

## 17 Rules and regulations

In order to ensure the smooth operation of degree programmes, KL is entitled to enact and amend guidelines and regulations for the organisational implementation of programmes, such as house rules, fire safety regulations, safety regulations and rules of use, which Students undertake to comply with upon accepting these GTC. This also applies to the rules and regulations of the university hospitals and teaching facilities. Non-compliance constitutes grounds for termination pursuant to Point 13.2.3 of these GTC.

## 18 General provisions

### 18.1 Venue

Courses are held at KL's principal place of business at Campus Krems or in other locations to be announced by KL, as well as at the teaching hospitals or at other practical training facilities. If holding an in-person event is impossible or unfeasible for specific reasons, KL is entitled to offer courses online.

### 18.2 Jurisdiction

The exclusive place of jurisdiction for all disputes arising from or in connection with education contracts concluded with KL is the competent court in the principal place of business of KL in Krems an der Donau, unless this agreement on jurisdiction is contrary to mandatory statutory provisions.

### 18.3 Applicable law

All contractual relationships between KL and Students are subject exclusively to Austrian law, to the exclusion of the conflict of laws rules of international private law.

#### 18.4 Severability clause

If any provision of these GTC is void or ineffective, this will not affect the effectiveness of the remaining provisions. The contracting parties undertake in good faith to replace the ineffective provision by a provision which comes closest to its economic effect. The same applies in the case of any regulatory omissions.

#### 18.5 Written form requirement/oral subsidiary agreements

Changes to the Education Contract concluded with Students on the basis of these GTC require a document signed by all contracting parties (written form required); this also applies to agreements to dispense with the written form requirement. In general, no oral subsidiary agreements are made. KL reserves the right to unilaterally amend guidelines for the implementation of degree programmes pursuant to Point 17 above. Students will be notified personally of any amendments by electronic means, and the amendment will also be posted on the KL website and at KL's premises. The amendment will enter into force on the date specified.

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date, name