

EDUCATION CONTRACT

for students of Karl Landsteiner University
of Health Sciences

concluded between

Karl Landsteiner Privatuniversität für Gesundheitswissenschaften GmbH

Dr. Karl Dorrek Strasse 30, A-3500 Krems/Donau
as the sponsor of a tertiary educational institution, hereinafter referred to as "KL"

and

Salutation NameWithGrades
Street, PostCodePlaceResidence

hereinafter referred to as "the Student".

comprises the

- ☐ Medical Science Bachelor Study Programme
Reduced period of study (lateral entry): ☐ Yes ☐ No

Payment per semester 10,500 EUR
Tuition fee 63,000 EUR (standard period of study)

- ☐ Human Medicine Master Study Programme
Reduced period of study (lateral entry): ☐ Yes ☐ No

Payment per semester 10,500 EUR
Tuition fee 63,000 EUR (standard period of study)

with a regular period of study of 6 semesters beginning with _____

WiSe/SuSe

on _____
Date

The contracting parties agree as follows:

I. Subject matter of the contract/basis/condition

1. The subject of this Education Contract is the Student's education and training as a participant in the degree programme listed on page 1.
2. KL will provide the contracted 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.
3. Detailed information on the admission procedure and the admission requirements can be found on the KL homepage (www.kl.ac.at) and in the KL statutes as well as in the ordinance of the rectorate based on point 7.2 para. 3 of the statutes (www.kl.ac.at/satzung).

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 all evidence is available at the time of application, it will be requested by the university during 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, insofar as these have not already been provided at the time of conclusion of the contract. If the evidence cannot be submitted by the start of the programme in question, the Contract is dissolved (ex nunc) if the absolutely necessary admission requirements (e.g. university entrance qualification) are not met.

If any other evidence of admission requirements (e.g. knowledge of biology, English, German, etc.) is missing at the beginning of the programme in question, a conditional admission can be granted. If the Student is unable to provide evidence of fulfilment of the necessary admission requirements at the time of the admission interview, the Student will be admitted to the degree programme conditionally in accordance with point 4, 4.4 GTC. Conditional admission is subject to the fulfilment of additional requirements as specified in an addendum to the Education Contract in terms of time and content. Applicants with conditional admission can participate in the degree programme and must also pay the tuition fees. The admission requirements to be proven by the Student and the deadlines

for providing the evidence shall be specified in the supplementary agreement attached to this Education Contract.

In the event that the conditions for admission are not fulfilled by the originally given deadline or, if necessary, extended by KL, the Education Contract is dissolved (ex nunc) (see also point 4.4 GTC). Students who do not provide evidence of fulfilment of admission requirements within the deadline originally set by KL or if necessary extended by KL, must pay, in addition to the tuition fee up to and including the semester in which the termination date falls, the tuition fee for an additional semester covering KL's administration expenses from the termination of the Contract and disadvantages from KL's inability to award this study place to another interested party.

3. Recognition of academic achievements/reduced period of study:

Academic achievements can be recognised upon application. The evidence to be provided by the applicant is reviewed by KL in a separate recognition procedure. After completion of the recognition procedure, KL informs the applicant in a letter on KL's decision regarding which academic achievements to be recognised. This letter is an integral part of the Education Contract.

In this case, the Student who enters laterally following an application for recognition of academic achievements and the resulting recognition procedure, shall complete the content of various semesters in the degree programme listed on page 1 (see section 4.3 GTC). Upon completion of the required achievements of the recognition procedure, this will result in a reduced regular period of study for the Student.

In the event of a regular study place being offered at KL, recognition of prior achievements is also possible to a lesser extent than in the case of lateral entry at the course level or module level. The recognition of prior achievements does not lead to a reduction of the period of study or the tuition fees.

III. Services performed by KL

1. In accordance with the KL GTC and degree programme regulations, on which this contractual relationship is based (see point 1.2 GTC), KL shall provide education services by holding the courses specified in the curriculum; KL shall provide the education services for the agreed standard period of study. The conditions under which KL provides education services beyond the specified period of study of and in addition to regular courses in a particular degree programme (particularly in the case of a leave of absence or negative examination grades, see points 8 and 9 GTC) and the fees to be paid in such cases are regulated in the GTC (see points 8 and 9 GTC). During the period in which KL provides such services, KL shall ensure the provision of adequate facilities (for in-person courses) 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 to 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 award the academic degree specified in the curriculum to the Student.

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 the university's internal regulations and degree programme regulations;
- complete courses or participate in online courses and take examinations in accordance with the curriculum;
- 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 in an appropriate way;
- 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, in accordance with clause IX of this Contract per semester 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 of the KL 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 shall cooperate fully in order to make payment of the claim; otherwise he/she shall 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. The Student may at any time request to inspect the contractual bases of the insurance coverage on which a claim is to be made, in order to ascertain the scope of his/her duty of cooperation.

Express reference is made to the statements in points 5. (Withdrawal); 6. (Tuition fees) and 7.1 (Insurance/liability) of the KL GTC.

2. The Student shall observe the provisions of this Contract, the KL GTC and the degree programme regulations (see point 1, 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. Maximum permitted absences are specified in the regulations according to the curriculum. 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 and require the express agreement of the degree programme director. The possibilities of a leave of absence and the consequences of negative examination results are regulated in the KL GTC (see points 8. (Leave of absence) and 9. (Repetition of examinations)).
4. In accordance with the curriculum, the Student is 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 made available by KL with care and to comply with the guidelines published by KL on KL's homepage www.kl.ac.at (see point 1, 1.2 of the KL GTC) as well as the safety regulations and organisational regulations of KL and those institutions where the practical training takes place (e.g. university hospitals). In this connection, attention is expressly drawn to point 17 of the KL GTC. Any damage caused by the Student 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 of the KL GTC), the Student must compensate KL or the outside institution where the practical training takes place for such damage.
6. The degree programme and organisational regulations to be observed by the Student are continuously updated by KL on the webpage (www.kl.ac.at) and in the KL system of administration (OpenCampus). The Student agrees to stay informed about the current version of the degree programme and organisational regulations and to comply with the latest version thereof.
7. The student is also required to follow the standards of Good Scientific Practice (www.kl.ac.at/good-scientific-practice) according to the relevant KL guideline.
8. The Student shall actively and constructively participate in courses with a view to efficient and effective implementation of the degree programme, and shall 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 rules and regulations, 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 exclude the Student from participation in courses, to disallow fulfilment of course requirements, withdraw confirmations of fulfilment or request 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 cooperation 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 cooperation by the Student (provision of information, submission of documentary proof, consent to collection of personal data, etc.); the Student shall compensate KL or the third party for damages it suffers in case of breach of this duty of cooperation.
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 the Student is prohibited to distribute examination questions 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 his/her 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, and regarding the institution, its employees, its patients and his/her relatives and in particular to comply with all relevant legal provisions relating to hospitals and professional rules in respect of their 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 is completed). In this regard, the Student declares that he/she 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, may 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 continues to apply after the Student has completed the degree programme.

VII. Personal data, intellectual property, and other 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). There is no claim to remuneration from these publications (see also point 16. GTC).
2. The Student consents to the storage and processing of his/her personal data required for these purposes, in particular the storage of his/her voice and image for the purpose of teaching and research in the context of the aforementioned courses and practical components. This data protection consent can be revoked in writing at any time.
3. The logo used by KL is protected by copyright and may not be used by the Student for other purposes.
4. The Student agrees to submit personal statistical data in accordance with legal requirements.
5. 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.
6. Students shall – within the parameters of the mandatory legal provisions – grant KL a licence to use all works and findings from work and research created by them in connection with their studies. This licence shall be granted free of charge, irrespective of location, and for unlimited duration, including after the end of their studies. It shall cover all forms of utilisation reserved to the author as defined in the Austrian Copyright Act (Urheberrechtsgesetz, UrhG), including the right to publish such works on the internet. It shall also encompass the right of KL to grant licences for the use of such works to third parties in accordance with the provisions of the UrhG. This does not restrict the Student's own use of the works, insofar as such use does not interfere with the rights arising from the aforementioned licence to use the works granted to KL. Moreover, the provisions of the UrhG apply.

7. KL is exclusively entitled to all rights to inventions developed by the Student in connection with the degree programme. The Student shall notify KL of any such inventions immediately. Section 7(2) and 7(3) Patents Act apply by analogy. KL shall 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 a case, 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.
8. The Student shall hand over a complete copy of their positively assessed academic work to KL in accordance with Section 11 (4) of the Private Higher Education Act (PrivHG). The transfer may also be made 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 transfer of the positively assessed academic work, the Student may, in accordance with Section 11 (5) PrivHG, request 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 his/her 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 shall 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. Students shall in particular comply with the organisational regulations of the external institution where the practical training takes place or other teaching institutions of the degree programme and with the legal regulations otherwise applicable there. Students may be excluded from participation in practical clinical training in the event of serious violations of the hospital regulations. In such cases, KL is entitled to withhold confirmation of proof of fulfilment, and/or to request that the Student repeats the practical clinical training, or to terminate the Contract (see point 13 GTC). The Student shall bear the costs of repeating the practical clinical training, in addition to the regular tuition fee.
3. The Student shall 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 Education Contract and entitles KL, in addition to exclusion from intranet access (OpenCampus) in accordance with points 6., 6.8 of the KL GTC, also to prematurely terminate the Education Contract in accordance with point 13 GTC.
2. Attention is drawn to the Student's obligation to pay the special students' union fee in addition to the tuition fee (see point 6.3 GTC).

X. Termination of the Education Contract

1. The Education Contract expires when the Student has completed the degree programme in question (see page 1), or has received a negative grade for the final permitted repetition of a prescribed examination (see points 9., 9.2 und 13, 13.1 GTC). This Education Contract also ends in the event of premature termination by KL within the meaning of point 13, 13.2 of the KL 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 V.1. of this contract.
3. Following termination of the Education Contract, the Student is no longer 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.,18.3 of the KL GTC.
2. The exclusive place of jurisdiction for all legal disputes arising from this Education Contract is the competent court in 3500 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.

For Karl Landsteiner Privatuniversität
für Gesundheitswissenschaften GmbH

Student

Krems, on _____
Date

Place, Date

Univ.-Prof. Dr. Rudolf Mallinger
Rector

Name/Title

Mag^a. Sabine Siegl
Prorector