
EDUCATIONAL AGREEMENT

FOR THE DOCTORAL DEGREE PROGRAM IN MEDICAL SCIENCE

between

[Name, Academic Degree and Address of Student]

thereafter referred to as the Student and

the Paracelsus Medical Private University Salzburg Private Foundation
as the legal entity of Paracelsus Medical Private University,
located at Strubergasse 21, A-5020 Salzburg, Austria,

thereafter referred to as the University

Preamble

The aim of the doctoral degree program is to contribute to the development of medical science through independent, original research. After graduation, students have the highest level of professional competence necessary for the execution of science as a profession in the academic, industrial or public sector.

§ 1 Objects of the Agreement

(1) This agreement governs the reciprocal rights and obligations of the contracting parties in order to achieve the educational outcomes by completing these contractual obligations, which is to obtain the corresponding academic degree within the duration of the study as specified in the respective curriculum. Furthermore, this agreement governs the reciprocal rights and obligations of the contracting parties in the event that the educational outcomes cannot be met.

(2) In accordance with the Law on Private Universities BGBl I Nr 74/2011, the University declares that it has obtained accreditation as a private university, and is thus able to guarantee the same recognition of its academic awards as awards from a public university.

(3) Integrated components of this contract are the Official Notification of the Accreditation, the Curriculum, the Study and Examinations Regulations, as well as all other coordinated regulations and guidelines in their currently valid versions. These documents can be made available electronically to the students in an appropriate form (presently this refers to the „Campus-Portal“).

§ 2

Rights and Obligations of the University

- (1) The University is committed to the implementation of the curriculum in the form that has been decided upon and made accessible to the Student. Specifically, the university reserves the right to make changes to this curriculum (e.g. when adjustments to national or EU legal regulations are necessary), or when there are necessary changes to the teaching staff or teaching content which do not jeopardize the educational outcomes.
- (2) Should there be reasonable grounds that the University is no longer able to implement the curriculum, so shall it assist the Student with regards to giving recognition to the qualifications / examinations he/she has already completed as yet under the European Credit Transfer System (ECTS).
- (3) The University is entitled to the unrestricted and gratuitous right to use all the work and research results obtained by the Student that were achieved in the context of and in connection to his/her studies for the purposes of its own teaching and research only. This provision does not in any way affect the copyrights of the Student, as well as any rights pertaining to patent infringement of the part of the employer.
- (4) With regards to absences from a course or teaching event, the University may request the Student to submit an official confirmation of the cause leading to the absence (e.g. medical certificates, etc.).
- (5) All those involved in the study program (lecturers, program director, academic services, etc.) are under obligation to keep confidential any personal and institutional information they receive in the course of the degree study.

§ 3

Rights and Obligations of the Student

- (1) The Student has the obligation to actively participate in the courses and teaching activities as specified by the respective curriculum (compulsory attendance), and to comply with the regulations underlying § 1 (3).
- (2) With regard to activities or studies that take place in hospitals, other medical or research facilities, and medical surgeries, the Student is under obligation to keep confidentiality analogous to the provision in § 34 of the Salzburg Hospital Act 2000, BGBl. Nr. 24, as stated in the current versions of the General Data Protection Regulation (DSGVO), the Austrian Data Protection Adaptation Act as well as the internal data protection and data security regulations. Automation-supported or conventionally processed data are to be kept secret afterwards and may only be used in the context of the transferred tasks. All software provided may not be copied without permission. This confidentiality obligation also applies to the period after the study has ended. Other confidentiality obligations may apply.
- (3) The Student is under obligation to update on Campus and/or communicate to the responsible administrative office his/her current contact information, and bears the responsibility for being available under this given contact information. This includes the regular checking of the e-mail account provided by the PMU for this purpose.
- (4) The Student is under obligation to carry out all written work and scientific tasks of any kind in accordance to the rules of good scientific practice. Violations of the University's "Guidelines for the Assurance of Good Scientific Practice" may, regardless of the point in time when the discovery of this violation was made, result in the dismissal of the student, or the revoking of the academic title awarded to the graduate by the Rector. This however does not in any way affect any other legal consequences mentioned in the Guidelines.
- (5) With regard to scientific publications under the authorship of the Student, he/she is entitled to declare his/her affiliation to the University, provided that the publication was developed within the framework of the curriculum

and/or under the supervision of PMU-affiliated researchers. With regard to all other publications, the Student must, prior to submission to the publisher, obtain permission from the University to use this affiliation. Requests to do so must be made in writing to the Research Office. In general, the PMU affiliation as stated on the decree of the Rectorate is to be applied.

(6) The Student must have or acquire the required technical ability to use the learning platforms utilized for the doctoral studies program to access and communicate information. The learning platforms are web-based and available in common browser versions, wherein the use of Mozilla Firefox is explicitly recommended by the university. The Students are under obligation to use the online platforms provided for their studies.

(7) The Student is under obligation to treat as confidential all documents, materials and information provided to him/her within the framework of the doctoral degree program, including access data to online platforms, which should be handled with extreme care and not passed on to third parties. The University reserves the right, particularly in such cases, to claim damages caused by violations of this provision.

(8) The Student is obliged to keep as confidential any information related to persons or institutions that he/she receives in the course of his doctoral studies, and to observe data secrecy in accordance with the provisions of the Austrian Data Protection Adaptation Act and the General Data Protection Regulation (DSGVO), as well as the internal data protection laws and data security regulations. This confidentiality obligation also applies to the period after the study has ended.

§ 4 Tuition Fees

The tuition fee amounts to EUR 1,100.- (in words: one thousand and one hundred Euros) per term (semester). This is to be paid by the Student to the account given by the University. An invoice for the complete academic year is always issued at the beginning of an academic year (i.e. for the first time at the start of the doctoral program) (single billing per year). If the tuition fee is to be paid by a supervising institution, the university should be notified in writing by the student before the start of the relevant academic year. This communication would then be forwarded to the responsible program administration. In such cases, the university would send the tuition fee invoice directly to the supervising institution. However, should no payment be received from the supervising institution within eight weeks after the invoice date, the tuition fee would then be charged to the Student.

Tuition fees are assessed on the basis of the full amount mentioned above for the regular duration of the studies. When all courses and/or study requirements as stated in the curriculum have been successfully completed, but the regular duration of the studies has been exceeded for reasons related to the Student's completion of the dissertation (research) project, and/or the completion of an internship or international exchange, the Student will be required to pay a prescribed administrative fee in the amount of EUR 150.- (in words: one hundred and fifty Euros) per term (semester), in order to maintain the Student status and related academic achievements.

Termination Fees

In cases a student wishes to or is deregistered by the PMU prematurely, the Student shall pay the University a termination fee in the amount of EUR 200.- (in words: two hundred Euros) for its administrative costs.

The University's Right Regarding Termination of the Agreement

In cases where the agreement is terminated prematurely by the Student, or for justified reason by the University in accordance to § 6 (3) below, the University's right to the tuition fee for the current academic year remains valid. In addition, the student is required in cases of premature termination as stated in § 6 (3) b) and c) below, to pay 50% of the tuition fee until the prospective end of the studies. When the agreement is prematurely terminated, this amount is to be paid immediately.

§ 5

Place of Fulfillment and Jurisdiction

The place of fulfillment and jurisdiction for all claims in this agreement is the venue of the educational institution.

§ 6

Validity Period

(1) The agreement is deemed valid until such time when the educational outcomes as stated in the corresponding curriculum were successfully met. Should the University for any justifiable reason no longer be able to deliver the curriculum, the validity period of the agreement ends at this point.

(2) A premature termination of the educational agreement is only possible on reasonable grounds.

(3) Reasonable grounds particularly regarding (2) above are as follows:

- (a) Important personal grounds on the part of the Student, such as the impossibility of achieving the educational outcomes due to illness, bereavement, accident, career changes etc.
- (b) Failure to fully pay the tuition fee amount due.
- (c) Serious or repeated violations of the University Statutes, Ethics Code or the Guidelines of Good Scientific Practice.
- (d) Failure of the Student to achieve the educational objectives in full or in part, as specified in the respective curriculum. In this case, the University may terminate the educational agreement, after the appropriate decision has been made by the examination board.

§ 7

Severability Clause

Should one or more provisions of the educational agreement be or have become invalid, this shall not in any way affect the validity of the remaining provisions.

The contracting parties are under obligation to replace the invalid provisions with new and valid provisions that approximate the original objectives of the agreement. The same also applies to regulatory gaps.

§ 8

Written Form

Changes to the agreement and its supplements, as well as the termination of the agreement, are only permissible and considered valid when these are done in writing. This also applies to changes regarding requirements to written agreements.

§ 9

Processing of Personal Data

(1) Personal Data

The PMU processes the following categories of personal data whilst administering the degree program:

Name, First Name, (academic title if applicable), Gender, Date of Birth, Address, Degree Program, Home Address, Telephone Number, Electronic Contact Information, Attendance Data, Achieved Grades, Doctors Notes, Evidence of Research Activities (as specified in the curriculum), Transcript of Records, Social Security Number, Matriculation Number, Start Date / End Date of Study.

(2) Legal Basis for the Processing of Personal Data

The legal basis for the processing of personal data is Article 6 §(1) Section (a) to (c) of the General Data Protection Regulation (DSGVO).

(3) Purpose of Data Processing

The PMU processes personal data for legal and administrative purposes related to the study program. The transfer of data to third parties is only permitted within the framework of the legal regulations, such as cooperation partners involved in the study program.

(4) Duration of Data Storage

The data will be deleted as soon as it no longer serves the purpose for its collection. With regard to data collected for legal purposes related to the study program, the duration is 80 years (starting from the completion of the studies or the termination of the educational agreement), in accordance to Article 3 Paragraph 11 of the Law on Private Universities (as amended in Federal Law Gazette 1 Nr 31/2018) in accordance with § 53 UG – 80 Years in conjunction with Article 6 Paragraph 1 Section (f) of the General Data Protection Regulation of the European Union.

(5) Informed Consent

The registration of the Student's data for administrative purposes during the study program and the storage of this data is a mandatory requirement that serves as documentation and proof of the study. As such it is not possible for the Student to contradict this requirement.

By signing this agreement, the PMU obtains the Student's permission to use his/her contact information for its internal communication to other students, lecturers, persons entrusted with the organization of the study program's operations and quality assurance, and to those cooperation partners involved in the doctoral program. This includes the use of images and references by name for marketing purposes and similar activities.

§ 10 Austrian Student Union

Pursuant to Article 3 Paragraph 2 of the University Students' Act, the Paracelsus Medical Private University recognizes the Austrian Student Union (ÖH) as a corporation established under public law.

Therefore, the Student maintains a mandatory membership in the Austrian Student Union (ÖH) for as long as he/she is enrolled at the university. The fees stipulated within the scope of this membership are to be paid to the University, which then forwards it to the ÖH. These fees are collected each semester. The levying of the ÖH fees are based on the generally valid semester periods at the PMU (Winter Semester: 01.08. to 31.01. / Summer Semester: 01.02. to 31.07.). It should be noted that the ÖH fee is also payable during a Student's course exemption or leave of absence.

§ 11 Other Matters

This Agreement will be issued in duplicate, of which the Student will receive one copy and the University one copy.

Salzburg, on _____

Salzburg, on _____

For the University

The Student