

## Training Contract

### 1. Contracting parties

<b>Training institution</b>	Gustav Mahler Private University of Music (GMPU)
<b>Location</b>	Mießtaler Straße 8, 9020 Klagenfurt am Wörthersee
<b>Degree programme (Bachelor, Master, IGP, MAK)</b>	
<b>Field of study (Classic, Jazz, etc.)</b>	
<b>Subject of study (ZkF/Instrument)</b>	
<b>Matriculation number</b>	

<b>Name of the*student (family name, first name)</b>	
<b>Date of birth</b>	
<b>Address</b>	
<b>Citizenship</b>	

Only to be filled in for underage students:

<b>Name of the legal representative</b>	
<b>Address</b>	
<b>Date of birth</b>	

## 2. Preamble

The student is admitted to studies at the Gustav Mahler Private University of Music according to section 1.

Based on this training contract, the GMPU undertakes to plan and carry out the course according to the current curricula within the regular study period.

The student undertakes to adhere to the current curriculum, to adhere to good scientific practice and to complete his or her studies with determination.

At the beginning and for the continuation of the studies, the student is obliged to pay the tuition fee as well as any other fees (ÖH contribution) in due time and to provide the required data for the payment procedure in good time.

This training contract shall enter into force after the completion of the vice-rector and the student's contract and shall be valid until the end of the course of study.

## 3. Rights and obligations of the GMPU

Tuition and examination fees are adjusted once a year (for the winter semester) in line with price developments. The Verbraucherpreisindex 2020 (base year 2020) published monthly by Statistik Austria or an index replacing it serves as a measure for calculating the stability of value. The index figure calculated for 01.03.2022 serves as the reference value for this contract. The rate of change shall be rounded down to one decimal place in each case.

Furthermore, the GMPU is obliged to collect an ÖH contribution per semester at the applicable amount, which is subsequently transferred to the Austrian High School Students' Association.

The place of study can be moved unilaterally by the GMPU, according to prior information.

The GMPU undertakes to provide the student with all the necessary information for the successful completion of the course of study. For this purpose, a computerised user account with e-mail address will be set up, through which electronic communication and information will be provided.

The GMPU is obliged to issue a student ID card, proof of academic success and final documents after successful completion to the student, provided that the student has settled any outstanding claims of the GMPU.

## 4. Rights and obligations of the student

Students of the GMPU have the right to have their interests represented by a student representative or student committee and are members of the Austrian High School Students' Association (ÖH), thus entitled to take part and vote in the ÖH elections, and they are covered by student insurance of the ÖH accident and liability insurance scheme.

The student has the freedom to learn within the scope of the course offer, whereby the study entrance requirements and the timely registration and deregistration of courses and examinations must be adhered to.

The student undertakes to be present in the courses and to participate in the concert life of the GMPU for the sake of promoting his or her own progress in music education. The venue may differ from the main location of the GMPU.

If students are unable to participate in courses and other events, they are obliged to inform the event manager/lecturer in good time.

The student is entitled and is called upon to participate actively in the evaluations carried out by the GMPU in order to contribute to the qualitative development of studies and teaching.

Any student whose mother tongue is not German is obliged to provide proof of language knowledge for the Bachelor's programme at level B1 and for the Master's programme at level B2 (according to the Common European Framework of Reference for Languages – GER) not later than by the beginning of the third semester.

The student undertakes to treat the equipment, library assets (print and e-media), keys and other materials provided during the course of study with care and orderly and to use them only for their intended purposes and purposes related to the studies; otherwise the student may be held liable for the damage, loss and destruction of these materials. On early exit or after graduation, the materials must be returned immediately, otherwise the GMPU reserves the right to take legal action and may refuse to issue the diploma.

The student undertakes to report any damage that has occurred to the property of the GMPU.

The student must notify the student administration office of any changes of his or her study details without delay.

The student undertakes to use the established computer user account connected with his or her email address only for the purposes of his or her studies and to hold the GMPU harmless and indemnify it in this regard. Sharing the password for the student account with others is prohibited.

The student must notify the student administration office of any concerns in writing if the student wishes to have these concerns addressed.

In the case of a request for credit for examinations or academic achievements, the student is obliged to submit a written request to the student administration office. No appeal is possible against a negative opinion.

## **5. Copyright and work usage rights, permit for the use of works**

The student is entitled to all copyrights and usufructuary rights in works created by the student, in artistic or scientific terms, in the course of his studies and/or teaching and/or research activities, as provided for by law.

At the same time, the students of the GMPU grant a comprehensive, limited to 15 years, non-exclusive licence to the GMPU for the use of works free of charge in all works created by the students in the course of their studies and/or teaching and/or research activities at the GMPU, be they of an artistic or scientific nature. This right includes, in particular, the right to present, perform, edit, reproduce and distribute works in any technically possible way, broadcast on the radio, record them in collections and reproduce them.

The students also grant the GMPU the limited to 15 years, non-exclusive right to make recordings in any technically possible way of presentations and/or performances on stage or of musical works in which the students participate in the course of their studies and/or teaching and/or research activities at the GMPU, and to reproduce these recordings and to share them in any technically possible way and to use them otherwise.

## 6. Privacy

The GMPU is entitled to process personal data with automation support and to share personal data for statistical purposes. Photographs, recordings and documentations created by the students in the course of their studies will be published within the scope of the objectives in accordance with the statutes and regulations of the GMPU.

As far as it is necessary to process personal data of the students for the purpose of the study program, GMPU relies on Art 6 para 1 lit b GDPR. As far as the processing of personal data of students is required by law, GMPU relies on Art 6 para 1 lit c GDPR. It should be noted that the GMPU is required by law to disclose personal data of the student (e.g. disclosure under the Education Documentation Act - BilDokG, notification of student records to the ÖH.

Pursuant to Art. 6 para 1 lit c GDPR, GMPU processes personal data for the purpose of carrying out statistical surveys, including computer-assisted surveys, indicating any personal identification numbers concerning students. The data collected in the statistical surveys in the fulfilment of the duty to provide information must be kept secret. Anyone who fails to comply with the obligation to provide information by refusing to provide information, or who knowingly provides incomplete or untruthful information, commits an administrative violation, which is punishable in accordance with Section 11 of the Federal Statistics Act.

In the case of collaboration in (research/practice/cooperation) projects, personal data are required for the purpose of calculation, administration, billing and for the fulfilment of reporting obligations. According to Art. 6 para. 1 lit b, the GMPU is entitled to pass on these personal data to the cooperative funding institution, if necessary also after completion of the studies, even after completion of the studies, insofar as this is necessary to provide proof of the use of the funding funds or for billing in accordance with the dedication, even if the use of these data is not expressly permitted in accordance with the data protection regulations.

For further information, please refer to the GMPU privacy policy, which is permanently available at <https://www.gmpu.ac.at/datenschutz>.

## 7. Compliance with regulatory requirements

Other provisions to be included in this contractual relationship are relevant provisions of the [Articles of Association](#), in particular the Regulations for [Studies and Examinations](#), the [House Rules](#), [Fire](#)

[Protection](#) and [Library Regulations](#), the [COVID 19 Prevention Measures Manual](#) and the [GMPU Code of Conduct](#) applicable to all university members in their respective versions. The student takes note of this and agrees to it.

## 8. Termination of the contract

The contract can be terminated by the student in writing at any time and without giving reasons. If the contract is terminated after 01.09., the entire tuition fee for the coming winter semester must be paid; if the contract is terminated after 01.02., the entire tuition fee for the coming summer semester must be paid.

The GMPU may terminate this training contract in writing only for important reasons. These important reasons include gross violations by the student of their obligations under this contract, in particular if:

- the ÖH and tuition fees are not paid after the expiry of two grace periods;
- the study entry requirements are not met timely and positively in accordance with the provisions of the Study and Examination Regulations;
- the study period provided for in the curriculum (including the tolerance semester) is exceeded without authorisation;
- the student's disciplinary conduct is likely to impair teaching or damage the reputation of the GMPU; or
- there are any other gross violations of regulatory actions and/or contractual components.

Only violations equivalent to the points just mentioned shall also entitle GMPU to terminate the contract.

The training contract shall be also terminated upon:

- the successful completion of the course of study,
- consensual dissolution.

If the student has concluded the training contract electronically via the GMPU website, he/she has the right to revoke this training contract within fourteen days after conclusion of the contract without giving reasons.

The right of revocation and the revocation form of the GMPU, which are permanently available at [www.gmpu.ac.at](http://www.gmpu.ac.at), provide further information.

## 9. Final provisions

Amendments and supplements to this training contract must be in writing to be effective.

The competent court in Klagenfurt am Wörthersee shall be responsible for any legal action against GMPU. This does not affect the student's right to take legal action in the courts provided for by law.

For legal actions against the students, any applicable consumer court of jurisdiction shall apply.

If any provision of this training contract is or becomes invalid or ineffective, the validity of the remaining provisions shall not be affected.

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Place and date



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For the GMPU Vice-Rector

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Student or  
legal representative