

## EDUCATION CONTRACT

Between

JAM MUSIC LAB GmbH, Mariahilfer Straße 47/1/9, 1060 Vienna, Austria  
("the company")

and

\_\_\_\_\_ ("the student", the company and the student together "the contractual partners")

it is hereby agreed as follows:

### § 1 Subject matter

Effective *(please tick / fill as appropriate)*

- Winter semester 202\_\_\_\_\_
- Summer semester 202\_\_\_\_\_

the company accepts the student under the regulations of the Friedrich Gulda School of Music Wien (in its current accredited version with all its appendices, <https://gulda-school-of-music.com>) as *(please tick / fill as appropriate)*:

- Regular student in the following diploma program

Degree	Main Subject 1	Main Subject 2
<input type="checkbox"/> Artistic Diploma		
<input type="checkbox"/> Pedagogy Diploma		
<input type="checkbox"/> Artistic Diploma Musical		

- Part time study program (50%), the temporal scope of the main subject is

- 0,75 SWS    1,5 SWS

Regular student – Postgraduate Study Program (“Aufbaustudium”)

Main subject 1		Main subject 2	
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Regular student– Preliminary Study Program (“Vorstudium”)

Main subject 1		Main subject 2	
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The student of the Friedrich Gulda School of Music Vienna can be granted the status of an irregular student at the JAM MUSIC LAB Private University for Jazz and Popular Music Vienna (JMLU) by the company, provided that he/she is taking a main subject in the field of J/P. As an irregular student of the JMLU, the student becomes a member of the Austrian Student Union (Österreichische HochschülerInnenschaft or “ÖH”) and is thus insured via the liability and accident insurance of the ÖH. The insurance costs are covered by the company. The following data will be passed on by the company to the Österreichische HochschülerInnenschaft for this purpose: Name, gender, date of birth, nationality, email address, home address, address during the studies.

## § 2 The student’s rights and obligations

- a. The student’s rights and obligations are defined in the statute of the Friedrich Gulda School of Music Wien (<https://gulda-school-of-music.com/about/organisation/statute>), particularly in those passages describing the regulations for the degrees and exams. These are to be read in combination with the relevant regulations of the company. By signing this contract, the student commits to obey the house rules in their current version.
- b. The student declares to be physically and mentally fit for the admission to study. In that context, the company does not accept any liability for material or financial damage resulting from slight negligence, unless such damage results from a breach of main contractual obligations.

- c. If the German language skills of the examination candidate are found to be insufficient by the Commission in the course of the admission examination procedure, students must provide proof of proficiency in German at level B1 according to the Common European Framework of Reference for Languages (“Gemeinsamer Europäischer Referenzrahmen für Sprachen GER”) by the end of the second semester at the latest.

### § 3 Tuition and examination fees

- a. The agreed tuition fee for the study program under this contract per semester is:

<input type="checkbox"/>	EUR 1.623,00	Pre-college EU citizens
<input type="checkbox"/>	EUR 2.723,00	Pre-college Non-EU citizens
<input type="checkbox"/>	EUR 2.338,00	Diploma studies EU citizens
<input type="checkbox"/>	EUR 4.395,00	Diploma studies Non-EU citizens
<input type="checkbox"/>	EUR 1.293,00	Diploma studies EU citizens – Part time 0,75 SWS major
<input type="checkbox"/>	EUR 1.678,00	Diploma studies EU citizens – Part time 1,5 SWS major
<input type="checkbox"/>	EUR 2.195,00	Diploma studies Non-EU citizens – Part time 0,75 SWS major
<input type="checkbox"/>	EUR 2.855,00	Diploma studies Non-EU citizens – Part time 1,5 SWS major
<input type="checkbox"/>	EUR 3.306,00	Diploma Studies Musical EU citizens
<input type="checkbox"/>	EUR 6.204,00	Diploma Studies Musical Non-EU citizens
<input type="checkbox"/>	EUR 2.338,00	Postgraduate studies EU citizens
<input type="checkbox"/>	EUR 4.395,00	Postgraduate studies Non-EU citizens
<input type="checkbox"/>	EUR 1.075,00	Adult Education

The tuition fee must be paid no later than 14 days after receiving the invoice. As a reference, the student’s name and the study period for which the payment is valid must be given.

- b. In the event of late payment, the student shall bear all occurred expenses of reminders and collection, especially the cost of the collector KSV 1870 ([www.ksv.at](http://www.ksv.at)), as well as default interest at the rate of 8% annual.

- c. The student can be excluded from attending lessons and/or lectures if the tuition fee has not been paid despite a reminder. The company can revoke the student's admission to study in case of unpaid fees.
- d. In case the study starts during an ongoing semester, the tuition fee must be paid within 14 days after signing the contract. In such a case, main subject classes missed up to that point in the semester will be made up.
- e. Examination fees:

<input type="checkbox"/>	Artistic Diploma / Pedagogy Diploma (with the exception of Musical)	EUR 350,00
<input type="checkbox"/>	Diploma Musical	EUR 450,00
<input type="checkbox"/>	Final exam of the postgraduate program	EUR 150,00

For individually arranged dispens examinations between teachers and students, examination fees may apply depending on the time and effort required to prepare for, conduct and follow up on the examination.

- f. Tuition and examination fees are subject to annual consumer price index-based rise, occurring each winter semester adjusted to the price development. The Consumer Price Index 2020 (base year 2020) published monthly by Statistics Austria or an index replacing it shall serve as a measure for calculating the stability of value. The index figure calculated for the beginning of the academic year serves as the reference value for this contract. The rate of change shall be rounded down to one decimal place.
- g. Examination fees are due with the application deadline, without additional reminders. If the application to an exam is not revoked within six weeks after the deadline, the fee is also to be paid in the event of non-attendance, with the exception of medical or other reasons that are beyond the student's sphere of influence. Proof of such circumstances (eg. medical certificates) is mandatory.
- h. After the expiry of this contract, the company has no obligation to return any tuition or examination fee that the student might have paid.

- i. The tuition fee for the entire semester is due in case of an early termination or other termination of studies during an ongoing semester, with the exception of termination of study due to medical reasons that are confirmed with a doctor's certificate.

#### **§ 4 Duration of study**

- a. The standard duration of study of each program is defined in the statute in its currently valid version.
- b. In accordance with the relevant regulations, deviations from the standard duration of studies are possible, subject to approval.
- c. Priority to enroll in lectures, seminars and other courses will be given to those students who need completion to ensure graduation. The student has no claim to enroll in lectures, seminars and other courses that are beyond the formal requirements of the program.
- d. The student commits to work towards graduation in a timely manner and to comply to the curricula and the statute in its current version. The current statute is an integral part of this contractual agreement.

#### **§ 5 Term of contract**

- a. This contract is valid from the day of signature and concluded for an indefinite period of time. The student will be enrolled each following semester without separate notification. For regular and irregular students, the contract expires at the end of the semester in which the student has passed all courses, lectures and exams required for their study program. For irregular students who attend single lectures/courses according to availability only, the contract expires after the approved duration of study.
- b. The student can terminate the contract not earlier than after the first year of study.

In the event that the study program is commenced in the winter semester, the first possible termination date (submission of the written notice of termination for the following semester) is 30 June of the following year.

In the case that the student starts her/his studies in the summer semester, the first possible termination date (submission of the written notice of termination for the following semester) is 31 January of the following year.

From the third semester onwards, termination is permitted (submission of written notice of termination for the following summer semester by 31 January at the latest, for the following winter semester by 30 June), and subsequently at the end of each semester with the same deadlines.

## **§ 6 Leave of absence from studying**

- a. Studies may be interrupted only due to important reasons and for up to 2 semesters.
- b. For the time of such leave of absence that has been approved by the rectorate, no study fees must be paid. Leave of absence does not affect the termination of this contract.
- c. Leave of absence can be taken after the first year of studying and must be applied for before 30 June for the following winter semester and 31 January for the following summer semester respectively.
- d. In the case of illness documented by a doctor's certificate or if the student is called up for military or civilian service, the deadlines under b. do not apply. In such a case, leave of absence due to illness, military or civilian service does not count towards the maximum allowance of two semesters.

## **§ 7 Termination**

- a. The company has the right to terminate this contract for cause if the student
  - Breaches their duty
  - Persistently refuses to attend classes, lectures or courses, or substantially compromises the success of their own or other students' learning through disciplinary behavior
  - Willfully damages the reputation of the company, its institutions or employees through gross negligence
- b. This contract can be canceled by the company with immediate effect if a panel fails the student in an exam that was called to review the student's study progress.

## **§ 8 Communication**

- a. The student acknowledges that the enrolment process and all communication with faculty and staff must be through jamonline.at and the associated email address provided by the company. The student must use this email address for all communication.
- b. The student acknowledges the expectation to check (and answer, if applicable) emails sent to the jamonline.at account at least once every 24 hours during semester time.
- c. The student grants the company the right to process personal data for accounting and administration of studies as per the self-disclosure form and the company's data protection policy. The company will not pass on student information to third parties except for the above reasons. The student must notify the company immediately if any of the given contact details change.

## **§ 9 Copyright, exploitation, and remuneration**

- a. The student is entitled to all statutory copyright and exploitation rights to all work that is created during the time of studying.
- b. Notwithstanding the foregoing, the student hereby grants to the company, free of charge and in accordance with the statutory provisions, a license for an unlimited period of time to use all works created by them in the course of their studies. This right includes in particular, but is not limited to, the right to perform or present these works, to edit them, to reproduce and distribute them in any technically possible way, to broadcast them on the radio, to record them in collections and to reproduce them.
- c. The student hereby grants the company the right, free of charge and for an unlimited period of time, to make recordings in any technically possible manner of lectures and/or performances of stage or musical works in which the student participates and to broadcast these recordings in any technically possible manner.
- d. The company has the right to license the rights granted under paragraphs a. to c. to another company in which it holds a majority interest.

- e. The student acknowledges that parts or entire courses, lectures or other teaching offerings (productions, workshops, conferences, public exams etc.) can be produced in collaboration with donors, sponsors or other supporters of the company. Such co-productions do not result in the right to financial compensation for the student.

## **§ 10 Plagiarism**

To copy third-party intellectual property into the student's own work without credit as required by copyright law is a criminal offense under civil and criminal legislation. The student indemnifies the company against all claims from third parties that result from deliberate or negligent violation of copyright, ancillary copyright, or invasion of personal privacy, provided that the company itself is not at fault for the illegal use by the student.

## **§ 11 General Provisions**

- a. This contract does not establish a company between the contractual partners.
- b. This contract is governed by Austrian law.
- c. Agreements made before this contract came into effect do not exist or cease to be effective when this contract becomes effective. Changes to this contract must be made in writing.
- d. Should any provision of this contract be or become void or ineffective, this does not affect the validity of the remainder of the contract.

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(Place / Date)

Vienna,

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The student  
(for minors: legal guardian)

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JAM MUSIC LAB GmbH  
CEO