

general terms and conditions of business for university of applied science study programs.

All legal transactions concluded between MCI Management Center Innsbruck - Internationale Fachhochschulgesellschaft mbH (MCI for short) and its contractual partners are based on the MCI's General Terms and Conditions of Business as amended. With regard to individual study programs and events, the rights and duties of the contracting parties are defined in more detail in the individual learning agreements, the relevant study program or event information documents, and other communications issued by the MCI.

I. APPLICATIONS

The number of places available for University of Applied Science study programs is normally limited. Applications must be made in writing and submitted by the published deadline. They are considered on the basis of the provisions of the relevant regulations for admission.

In making such an application, the applicant gives explicit consent for his/her data to be subjected to computerized processing. If awarded a place on the course, the applicant also gives explicit consent for his/her name and address to be communicated in the interest of effective internal communications to fellow students, instructors and other persons involved in the organization of the course, and also for his/her name to be divulged and photographs published in the framework of marketing and similar activities undertaken by MCI.

II. COURSE FEES AND DEPOSIT

The amount of the student fees to be paid for University of Applied Science study programs pursuant to the relevant Austrian legislation is currently EUR 363.36 per semester. Course fees are payable for every semester provided for in the curriculum including semesters required to write B.A., diploma or M.A. theses, to complete an internship, to spend a semester or other period abroad, and for similar purposes. Payment of the student fees is a prerequisite for participation in the course.

As the amount of the fees is determined by the federal authority and is beyond the control of the MCI, no guarantee can be given that the fees will remain at the above level until the student has completed the study program. Whether student fees are due in the above amount or some other amount, they must be paid by the student in all cases. Even a significant increase in student fees does not entitle the student to repudiate his/her learning agreement unilaterally nor to interrupt the study program.

Only a limited number of places are available in the University of Applied Science study programs. To avoid situations in which successful applicants fail to begin their course or withdraw from the program prematurely without due reason, a deposit of EUR 363.36 must be paid by the student at the beginning of the course in addition to the amount of the student fees for the first semester. The deposit is forfeit if the student fails to successfully complete his/her program in the first semester whatever the reason for such failure or if he/she fails to begin or prematurely withdraws from or interrupts the course or if the course is terminated by mutual consent. The deposit is also forfeit if the student fails to meet his/her obligations in a semester as defined in the relevant learning agreement. This also applies in cases where the student fails to commence his/her course at the beginning of a semester. On successful completion of the first semester, the amount of the deposit is carried forward towards payment for the student fees for the second semester.

Where the MCI makes course materials available to students (e.g. documents), the cost of such materials must be borne by the student. This also applies to the cost of participation in excursions, any periods of study spent abroad, and the congregation ceremony and other services rendered on completion of the course, etc.

III. CHANGES TO THE PROGRAMS

The study programs are the subject of long-term planning and ongoing quality controls. Maintaining a high standard of quality presupposes a continuous process of adaptation. For this reason the MCI reserves the right to further develop and modify the curriculum and to make changes to the contents, dates, times and venues of individual events and classes and also to the instructors appointed. For the duration of their University of Applied Science study programs, students undertake to maintain an e-mail account for the receipt of information, documents, etc, and to call up information from the Internet address supplied by the MCI.

IV. LIABILITY FOR PERSONAL POSSESSIONS

The MCI can accept no responsibility for theft or loss of or damage to students' personal belongings including valuables. The provisions of the MCI's current House Rules apply.

V. LEGAL DOMICILE AND COMING INTO EFFECT

These General Terms and Conditions are effective as of 1 February 2008 and supersede all earlier versions. The competent court in Innsbruck has sole jurisdiction in the case of any dispute arising out of all agreements made between the MCI and its contractual partners. Austrian law applies excluding any and all principles on conflicts of law pursuant to Austrian private international law.