

EDUCATION CONTRACT

Betwe	een		
	MUSIC LAB GmbH, Mariahilfer Straße ² company")	17/1/9, 1060 Vienna, Austr	ria
and			
("the	student", the company and the student	together "the contractual	partners")
it is h	ereby agreed as follows:		
§ 1	Subject matter		
Effect	tive (please tick / fill as appropriate)		
	☐ Winter semester 202 /2		
	☐ Summer semester 202		
Perfo as (pl	ompany accepts the student under the rorming Arts Vienna (in its current accred lease tick / fill as appropriate): I student in the following diploma progra	ited version with all its app	
Deg		Main Subject 1	Main Subject 2
	Artistic Diploma		
	Pedagogy Diploma		
	Artistic Diploma Music Theatre		
	Postgraduate Diploma ("Aufbaustudium")		
□ full	student in the following course		



	□ non-degree st	udent in the following s	subject(s)	
•	□ Dro college et	Ident		
	☐ Pre-college stu	adent		
	Main Subject		Main Subject	
	1		2	

§ 2 The student's rights and obligations

- a. The student's rights and obligations are defined in the statute of the International Academy of Music and Performing Arts Vienna, 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. The company does not accept any responsibility for any damage that might occur to people or inventory in this context.
- c. If the German language skills of the student 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:

EUR 1,475.00	Pre-college EU citizens
EUR 2,475.00	Pre-college Non-EU citizens
EUR 2,125.00	Diploma studies EU citizens
EUR 3,995.00	Diploma studies Non-EU citizens
EUR 2,125.00	Postgraduate Diploma EU citizens
EUR 3,995.00	Postgraduate Diploma Non-EU citizens
EUR 975.00	Adult Education



Each semester, the tuition fee must be paid in advance. Invoices (due within 14 days) will be sent each 15 January and 1 August for the following semester. As a reference, the student's name and study program must be given.

- b. In default of payment the student shall bear all occurred expenses of reminders and collection, especially the cost of the collector KSV 1870 (www.ksv.at), as well as default interest at the rate of 4% annual.
- c. If this contract is signed during a semester, the tuition fee must be paid within 14 days after signature. In such a case, the lessons of the main subject of the will be given in full.

d. Examination fees:

	Diploma	EUR 350,00
	(with the exception of Music Theatre)	2011 000,00
	Music Theatre	EUR 450,00
	Exit examination	EUR 150,00

- e. Tuition and examination fees are subject to annual consumer price index-based rise, occurring each winter semester. The company's calculations are based on the figures published by Statistik Austria, the government's official statistics office.
- f. The student can be excluded from attending lessons and/or lectures if tuition fees are overdue. The company can revoke the student's admission to study in case of unpaid fees.
- g. Examination fees are due with the application deadline. If the application to an exam is not revoked within six weeks of that date, the fee expires if the student does not sit the exam, with the exception of medical or other reasons that are beyond the student's sphere of influence. Medical certificates or other proof for such circumstances 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. Tuition fee for the entire semester is due in case of an early termination or other study exit during a semester, with the exception of termination of study due to medical reason that are confirmed with a doctor's certificate.



§ 4 Duration of study

- a. The regular 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 regular 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 prescription of the program.
- d. The student commits to work towards graduation in a timely manner under the regulations of the degree planner and the statute in its current version. The current statute is an integral part of this contractual agreement.

§ 5 Term

- a. This contract is valid from the day of signature. The student will be enrolled each following semester without separate notification. For regular and non-degree students, the contract expires effective the end of the semester in which the student has passed all courses, lectures and exams required for their study program. For non-degree 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, notifying the company in writing not later than 31 January for the following summer semester and 30 June for the following winter semester. From the third semester of study, the student can terminate the contract for each following semester with the same deadlines.

§ 6 Leave of absence from study

- a. The student can take leave of absence from studying without special reasons for a total of two semesters. For the time of such leave of absence that has been approved by the director of the conservatory, no study fees must be paid. Leave of absence does not effect the term of this contract.
- 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.

p 4



c. For leave that the student takes because of illness or medical conditions, the deadlines under b. do not apply if a medical certificate is provided. In such a case, leave for medical reasons 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
 - Refuses to attend classes, lectures or courses, or compromises the success of their own or other students' learning through disciplinary behavior
 - Damages the reputation of the company, its institutions or employees
- 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
- c. The company can define cause that entitles the company to terminate this contract with immediate effect in the statute of the International Academy of Music and Performing Arts Vienna.

§ 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 a., the student grants the company the perpetual right to exploit all work that is created during the time of study within the legal framework. This includes, but is not

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limited to perform or record, edit or distribute the work in every technically possible manner, broadcast it and to include it in recordings and compilations.

- c. The student grants the company the perpetual right to record performances of the student or performances of works of the student, and to distribute or exploit these recordings in every technically possible way.
- d. The student grants the company the perpetual right to use images of the students for the purposes of the company.
- e. The company has the right to license the rights granted under paras a. to d. to another company that is majority-owned by the company.
- f. 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.

§ 11 General Provisions

- a. This contract does not establish a company between the contractual partners.
- b. This contract is subject to Austrian law. For disputes in connection with this contract, the exclusive jurisdiction of the competent court in Vienna is agreed.
- 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 rest of the contract. The affected provision will be replaced by a provision that comes closest to the intentions of the contractual partners.

Vienna,	Vienna,
The student	JAM MUSIC LAB GmbH
(for minors: legal guardian)	CEO

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Version: April 2021 p 6