

Rules for the participation in university courses and postgraduate programmes at the Medical University of Vienna

Only the German version, “Durchführungsbestimmungen für Universitätslehrgänge und Postgraduelle Programme”, published in the Bulletin of the Medical University of Vienna for the academic year 2017/2018, vol. 2, no. 2, dated 23 October 2017, is legally binding.

1. Scope

- 1.1. These rules apply to all university courses and postgraduate programmes organised by the Medical University of Vienna. By applying to participate in such a university course or postgraduate programme, participants signify that they accept and agree to these rules. (Within the framework of these rules the term “university course” shall include the postgraduate programmes of the Medical University of Vienna analogously).
- 1.2. These rules apply for all new participants joining university courses at the Medical University of Vienna after the publication of these rules. For all the other participants the hitherto applicable terms and conditions (“AGB”) of the Medical University of Vienna shall remain effective.
- 1.3. Upon request of the scientific programme director and with the consent of the participant the rules at hand can be adopted instead of the formerly applicable terms and conditions (“AGB”).

2. Application for admission

- 2.1. The application for admission to a university course is basically made in writing, using the application form available on the internet or from the University's postgraduate continuing education office. The application is for admission to the entire university course in question, except where published special regulations for particular university courses provide otherwise. The application must be addressed to the programme director of the respective university course at the Medical University of Vienna and must be received within the period specified on the web page for the applicable university course. Exceptions must be agreed with the respective programme director. Upon submission of the application form, the application becomes binding on the applicant; however, this does not give the applicant the right to participate in the university course.
- 2.2. The application for admission is checked to establish whether the applicant satisfies the curriculum requirements for admission to the university course in question. Applicants who satisfy the curriculum requirements will be considered for admission subject to the availability of places on the university course. The programme director is entitled to select the participants admitted to the university course on the basis of any applicable course-specific selection process, and, immediately after completion of the selection process, to reject applications without giving reasons. Notification of admission to the university course or rejection of an application will be given in writing in a timely manner.
- 2.3. Expenses incurred in connection with the application and selection processes will not be reimbursed by the Medical University of Vienna.

3. Payment of course fees

- 3.1. Course fees are basically due and payable within 14 days of the date of the invoice. The amount invoiced must be verifiably paid no later than three weeks before the start of the university course. Failure to attend the university course or parts of the university course does not entitle the participant to a reduction of the course fees. Where justified by individual circumstances, the respective programme director may grant special exceptions.
- 3.2. The course fees may be paid in several instalments. The payment by instalment does not incur additional costs for the participant compared to a single payment of the total amount.
- 3.3. The student union fee (including accident and civil liability insurance) is generally included in the course fees for the regular study period (duration of the university course) as stipulated in the respective curriculum, plus two additional semesters ("Toleranzsemester"). In case the university course is not completed within the scheduled study period, the student union fee must be paid by the participant himself/herself.
- 3.4. The course fees include the costs of the standard study materials made available to the participants (e.g. presentation documents, scripts). The programme director may in addition recommend other necessary materials, resources or equipment which the participants must acquire themselves.
- 3.5. Travel, accommodation and living expenses, as well as any other expenses of the participant are not included in the course fees.
- 3.6. Details of instalment payment schemes are available on the web page of the respective university course. Individual payment arrangements may in special circumstances be agreed with the programme director. The course fees are exempted from value-added tax (VAT).
- 3.7. Compliance with payment terms is an essential prerequisite for participation in the university course. The final admission of a participant as an extraordinary student by the Rectorate takes place only after the first invoice has been paid in full.
- 3.8. The participant undertakes to bear all the reminder and collection charges arising for the Medical University of Vienna as a result of late payment or failure to pay.
- 3.9. In case the regular study period as stipulated in the respective curriculum is exceeded by more than two semesters ("Toleranzsemester"), an administrative charge must be paid for each additional semester. The amount of the administrative charge is determined by the Rectorate and published on the webpage for postgraduate continuing education of the Medical University of Vienna. In especially exceptional cases the scientific programme director in coordination with the curriculum director may grant exemptions. This does not affect the obligation to pay the student union fee (see clause 3.3).

4. Cancellation

- 4.1. Upon submission of the application form, the application becomes binding on the applicant (see clause 2.1).

Cancellation of an application must be in writing. Recorded delivery is recommended. The effective date for the purpose of time limits and deadlines is the date of receipt in the postgraduate continuing education office. Course fees already paid are refunded after deduction of the respective cancellation charges (see clause 4.2).

- 4.2. In the event of cancellation of the application or discontinuation of the university course the following cancellation charges are payable:
- From the date of application until four weeks before the start of the university course: processing charge of EUR 250.00. In special circumstances the programme director of the respective university course is entitled to extend this minimum period of four weeks up to a maximum of eight weeks. The applicable time limit is stated on the webpage of the relevant university course.
 - From four (or if applicable up to a maximum of eight) weeks before the start of the university course, and in all events before the first day of teaching: processing charge of EUR 250.00 plus 10% of the total course fee.
 - Discontinuation during the first semester: 50% of the total course fee.
 - Discontinuation after the first semester: 100% of the total course fee.

The cancellation charges are basically payable within 14 days of the date of the invoice. Where justified by individual circumstances, the respective programme director may grant separate regulations.

- 4.3. If an appropriate replacement participant is found and does in fact participate instead of the original participant and pay the course fee, then no cancellation fee will be charged; only a processing charge of EUR 250.00 is payable in this case. A replacement participant cannot be accepted after the start of the university course.
- 4.4. In the case of non- participation in individual blocks or parts of the university course there is no entitlement to a proportionate refund; the total course fee is payable.
- 4.5. The education programme is deemed to be discontinued if the participant fails to attend to more than 20 % of the (lecture)hours per lecture/module without excuse. If the participant has been absent for more than 20 % of the (lecture)hours per lecture/module for a justified reason, the participant must subsequently attend the theoretical training subject to the availability of places on the university course.

5. Changes in the course programme or course delivery / changes in services

- 5.1. The Medical University of Vienna reserves the right to cancel the university course for good reason (e.g. an insufficient number of participants) up to four weeks before its scheduled starting date, or to postpone the university course until a later date. If the university course is cancelled, the course fee already paid is refunded in full. Cancellation does not give rise to any other claims.
- 5.2. The university courses are planned with care and are subject to quality control and assurance, and are updated on an ongoing basis to reflect current developments. The contents of university courses, where and when they take place, and teaching staff may consequently need to be changed or modified. Such changes do not give rise to any right to cancellation of course participation or reduction in course fees, or to claims for compensation.

- 5.3. In the event that a university course is cancelled or postponed due to sickness of teaching staff, force majeure or other unforeseen circumstances, the Medical University of Vienna is under no obligation to reimburse participants their travel or accommodation expenses.
- 5.4. The Medical University of Vienna may not ensure that the participant can complete the university course if the participant has failed to complete more than 20 % of the obligatory (lecture)hours per lecture/module within the study period stipulated in the respective curriculum (duration of the university course). Course fees already paid will not be refunded.

6. Copyright

The university course contents and study materials provided are the intellectual property of the Medical University of Vienna or the author or copyright owner and are made available to the participants of the respective university course for their personal use only. Unless otherwise specified in such materials, any use of the course materials over and above fair use (e.g. reproduction of individual copies of material for own use, quotation of individual passages from a published work, etc) and any use in contravention of the provisions of copyright law requires the express written permission of the Medical University of Vienna or the authors or copyright owners of the materials.

7. Communications / Change in personal data

- 7.1. Communication between the Medical University of Vienna, teaching staff and university course participants largely requires the use of e-mail. University course participants undertake for the duration of the university course to maintain an e-mail account to which information and course materials etc can be sent and to check their e-mail account on a regular basis.
- 7.2. Changes in personal data must be communicated in writing without delay. In the event of failure to notify the Medical University of Vienna of a change, communications will be deemed to have been delivered to the participant when sent to the most recent address for service (e-mail address) provided.

8. Liability / Compensation

- 8.1. In the event of theft of, loss of or damage to property or goods brought to a university course (in particular valuable objects), the Medical University of Vienna undertakes no liability of any kind whatsoever.
- 8.2. Any misuse of software or hardware made available in connection with a university course based on specific devices may give rise to claims for damages by the Medical University of Vienna or by third parties.
- 8.3. The Medical University of Vienna shall only be liable for damages resulting from wilful or grossly negligent actions by employees or other staff of the Medical University of Vienna. Liability for ordinary negligence, consequential loss, damage to property, loss of earnings and damages resulting from claims by third parties is expressly excluded. This exclusion does not apply to liability for personal injuries.

9. Exclusion from courses

In the interests of the teaching objectives of the university course, the Medical University of Vienna is entitled to exclude participants from further participation in the university courses for good reason (e.g. unexcused absence, wilful disruption of teaching, delays in payment). Such exclusion does not give rise to any right to cancellation of course participation or to reduction in course fees (or refund of already paid course fees), or to claims for compensation.

10. Validity

These rules take effect on publication.