

Leipzig, 2024-05-06

### Study Contract for SRH University of Applied Health Sciences Leipzig Campus

Winter semester 2024/25 | Start: 2024-10-01

Between

SRH University of Applied Health Sciences operated by SRH Hochschule for Gesundheit GmbH, Neue Straße 28-30, 07548 Gera

- University -

and

Rohit Rohit Ward No 6 Near Sachin Medical Hall 998 125001 Tibba Dana Sher, Hisar, India

- Student -

regarding enrolment for the Winter semester 2024/25 at SRH University of Applied Health Sciences, Campus Leipzig in the Course stated below.

#### Preamble

SRH University of Applied Health Sciences and SRH Campus Leipzig are part of SRH Universities. Both institutions are signatory of a cooperation agreement for the purpose of the Course stated above. Within the framework of this cooperation and therefore of the present study contract, students will use the infrastructure provided by SRH Campus Leipzig on their campus/es and will be given lectures by professors and teaching staff of SRH Campus Leipzig. The Course is accredited by SRH University of Applied Health Sciences and the final degree is awarded by SRH University of Applied Health Sciences.

#### 1. Conclusion of Contract

a. Upon conclusion of this Contract, the Student shall be registered in a binding manner for the

#### [BSc] Computer Science (International Experience Track)

Course at the University based on the following contractual conditions and regulations:

- Examination regulations of the SRH University of Applied Health Sciences on university admission for applicants qualified abroad

- Study and Examination Regulations of SRH University of Applied Health Sciences
- Admission and Enrolment Regulations of SRH University of Applied Health Sciences
- Constitution of SRH University of Applied Health Sciences

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- House rules of SRH Campus Leipzig also forming part of the Contract.

The regulations are handed out together with the Contract.

b. This Contract shall only enter into force once the Student has personally signed it and the enrollment fee stipulated in Annex 1 has been transferred to the account stipulated under Point 4 of the present Study Contract – within the deadline specified in the guarantee university placement.

c. Upon conclusion of the Study Contract, an enrolment fee of €1000 shall be due for payment. The enrolment fee shall also be retained if the place is not taken up. The termination rules (see Clause 6.) are not affected. The enrolment fee does not apply if a course has already been completed at an institution of SRH University of Applied Health Sciences or SRH University of Applied Sciences.

#### 2. Obligations of SRH University of Applied Health Sciences

Upon conclusion of this Contract, SRH University of Applied Health Sciences undertakes to reserve a place and provide a corresponding education to the Student on the basis of the Thuringian Higher Education Act (ThürlHG), as amended, and the respectively applicable course and examination regulations (see aforementioned Clause 1. a.).

Where a German higher education entry qualification is not available, with regard to the examinations to be performed, reference is made to the examination regulations of the respective bachelor's degree. According to §5 ThürHZPVO (Thuringian Regulations on University Admission for Applicants Qualified Abroad), the applicants are enrolled for a maximum of two years. In order to be enrolled regularly and for an unlimited period of time, the Student is required to fulfil the conditions stipulated in Section 5, Paragraphs 2 and 3 of the Examination regulations of the SRH University of Applied Health Sciences on university admission for applicants qualified abroad.

#### 3. Obligations of Students

a. The Student undertakes to conduct themselves, both within and outside of the University, in a manner that is not in breach of the principles stated in the mission statement, basic regulations and in the house rules (see aforementioned Clause 1. a.). This also applies to internships.

b. The Student undertakes to participate in the Course in accordance with the requirements of the University's study concept. Students undertake to observe the respectively applicable course and examination regulations (see aforementioned Clause 1. a).

c. When starting the Course, the Student shall be given an SRH email address. They undertake to check this on a regular basis. Once the Course begins, the University shall send all official notifications to the Student's SRH email address.

d. Where the Course also includes a mandatory internship, the Student also undertakes to seek a work placement in accordance with the course regulations. The University is on hand to assist with the search. The suitability of a work placement must be determined by the University prior to the start of any internship.

e. Citizens of countries outside of the EU or EEC shall be responsible themselves for the residency requirements for their stay in Germany.

#### 4. **Fees**

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a. Students must make the following payments:

1) The one-off enrolment fee of €1000 (see aforementioned Clause 1.c.).

2) The ongoing Course fees of €4,500 per semester. The Course fees are derived from the fee regulations herewith attached in Annex 1 and shall be due for payment four weeks before semester start. The fees remain valid for the total duration of the programme. With regard to the standard study period of 7 semesters in accordance with the Course regulations (see Clause 1. a.), the total course fees amount to €31,500. In case of an extension of the regular study period the above-mentioned course fees continue to apply.

b. If the course fees for at least twelve months are paid in advance, the University shall grant a discount of 3 % on this pre-paid course fee.

c. If the course fees for the entire study programme are paid in advance, the University shall grant a discount of 5 % on this pre-paid course fee.

d. The course fee and other fees are due latest four weeks before the semester start, and may be paid either via Flywire or via bank transfer to the account specified below.

Bank account holder: SRH Hochschulen Berlin GmbH Banking institution: Evangelische Bank IBAN: DE 44 5206 0410 0005 0100 39 BIC: GENODEF1EK1

g. If an academic leave/vacation semester falls within the annual advance payment, the payment can be offset against the regular semester following the semester of leave. Advance payments for a semester of leave remain as a credit balance, but are not refunded.

h. For the duration of the course, the Student undertakes to notify and provide evidence to the University immediately of any important changes to their personal data, such as name, address, telephone number or bank details. The University must in any case be notified of a valid registered address in Germany at the start of the Course.

i. In the event of payment default, the University shall be entitled to charge late payment interest to the extent stipulated by law.

j. Upon conclusion of this Study Contract, the Student undertakes to pay any fees due in full and on time. Timely payment of the due fees is a requirement for issuance of the enrolment certificate and the semester ticket, for participation in lectures and examinations during the Course, as well as for the presentation of a certificate of achievement and/or degree certificate at the end of the Course.

#### 5. Term of the Contract

a. The Study Contract is concluded for the duration of the standard period of study in accordance with the Study and Examination Regulations. The Student's obligation during the contract period is not affected by the fact that they do not start their studies or are absent from classes at a later date, in particular this does not change their obligation to pay.

b. An academic leave/vacation semester from the Course may be requested in exceptional cases in accordance with the course regulations (see aforementioned Clause 1. a. The application must be submitted to the University no later

than one month prior to the start of the semester which the leave of absence is the subject of the application for. An application may also be submitted at a later date in particular cases of hardship. The application must be justified in writing, with corresponding evidence provided as well. A leave of absence shall only be granted until the end of the semester. Payment of the course fee shall be waived during the period of any such leave of absence. Participation in lectures or examinations during this period is not allowed. Moreover, the admission regulations of the University shall apply.

c. In deviation from No. 5. a., the Study Contract shall also apply beyond the regular period of study if students remain enrolled to make up courses or coursework and examinations after the regular period of study has expired. The contract period is always extended for one full semester. In case of a deregistration before the end of the semester, there is no entitlement to a partial reimbursement of the fees. The conditions mentioned under 4. apply.

#### 6. Early termination of Contract

a. If this Contract is terminated prior to the start of the Course (place not taken up), the enrollment fee shall be retained. Clause 1.c. also applies.

b. This Contract can be ordinarily terminated by either party with a notice period of three months to the end of a semester. Notice of termination must be given in writing. Grounds for termination on the part of the University shall exist in particular if Students fail to provide evidence of statutory health insurance or a corresponding exemption from such insurance within the specified deadline.

c. In the event of termination according to clause 6. a or b. as a result of a student visa not being issued for reasons beyond the Student's control, the enrolment fee shall be refunded on grounds of visa refusal evidence and submission of corresponding documents. Notwithstanding, an administrative fee of €250 remains with the University.

d. The right to extraordinary termination remains unaffected.

e. The student is to be deregistered if they definitively failed to pass a prescribed course of study or a prescribed examination in the chosen course of study, unless they prove within two months that enrolment is necessary for the attainment of a further study objective.

f. Where a German higher education entry qualification is not available, with regard to the examinations to be performed, reference is made to the examination regulations of the respective bachelor's degree. According to §5 ThürHZPVO (Thuringian Regulations on University Admission for Applicants Qualified Abroad), the applicants are enrolled for a maximum of two years. Deregistration takes place before the end of two years if it is certain that the applicant has not passed the entrance exam because they have definitively failed one of the required exams or cannot acquire the required 30 ECTS within the two years.

g. Following the start of the Course, the University may terminate the Contract in writing, with immediate effect, if there is good cause for doing so. This shall apply in particular if the Student causes such termination to arise as a result of their personal conduct (e.g. outstanding balance, plagiarism, submission of unsatisfactory declarations, or a gross violation of the basic regulations or mission statement of the University).

h. In the event of such immediate termination caused by the Student, the University shall be entitled to the remaining course fees until the end of the ordinary notice period, just as it would be in the event of ordinary termination by the Student. Application of Section 627 BGB shall be excluded for both contracting parties.

i. If the Study Contract is terminated during the course of a semester's leave of absence, which was applied for according to the specified deadline (see aforementioned Clause 5. c.), then the six-month fees for the semester in

question must be retrospectively paid for. If the request for leave is made after the notice of termination has been given by one of the parties, the notice period shall be extended by the duration of the leave of absence.

#### 7. Issue of examination certificates and deregistration certificates

The issuance of examination certificates and the deregistration certificate is subject to the condition that the Student has paid all of the due course fees and has returned any items borrowed from SRH Campus Leipzig, where applicable.

#### 8. Copyrights and rights of use

If work within the meaning of copyright is created by the Student within the framework of the course at the University, the Student shall be entitled to such copyright. As the author of the work, the Student shall in particular be entitled to publication rights, the right to recognise the authorship and the right of exploitation in both tangible and intangible form. In the event of exploitation of the work, the Student undertakes to notify to University the creation of the work within the framework of the course.

If, within the framework of a course taken by several Students together, or by individual or several Students and Lecturers, a work is created jointly within the meaning of copyright without their share of the work being able to be exploited separately, they shall be co-authors of the work in question. In such cases, the right to publish and exploit the work shall be owned jointly to the co-authors. The co-authors shall decide on the publication, amendment and exploitation of the work by way of a majority resolution. Each co-author shall be entitled to assert claims arising from breaches of joint copyrights; however, he/she may only demand performance from all co-authors. Unless otherwise agreed between the co-authors, the proceeds from utilisation of the work shall be due to the co-authors according to the extent of their collaboration in creating the work.

The University shall be entitled to make use of the copyrighted works of the Student, created within the framework of the course, for educational purposes or as part of its PR work, such as during the course of lessons (including for subsequent semesters), for information events or exhibitions, on the University's website or on social media.

The Student shall not be entitled to use the copyrighted study material provided by the University (sound, film and image recordings, scripts, concert recordings etc.) for commercial purposes. Private use for the student's own personal purposes shall be permitted at all times. The copying of software made available shall not be permitted without prior approval for doing so.

#### 9. Data protection

The SRH University of Applied Health Sciences and the SRH Campus Leipzig shall store the personal data of Students in a manner complying with data protection requirements for the duration of the course.

#### 10. Right of withdrawal of the University

The University reserves the right to cancel the study programme or to postpone the beginning of the programme if the number of the enrolled students of the respective programme is not sufficient. In this case the university will notify the student a minimum of 4 weeks prior to the start of the programme. Elective courses are only offered if there is a sufficiently large number of participants (currently 10 people).

#### 11. Other

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a. The place of performance for services on both sides shall be the location of SRH University of Applied Health Sciences at SRH Campus Leipzig. Teaching and services are largely conducted by the SRH Campus Leipzig, with all accreditations and quality oversight carried out by the SRH University of Applied Health Sciences. The degree is awarded by SRH University of Applied Health Sciences.

The SRH University of Applied Health Sciences has contracted and empowers SRH Campus Leipzig with the receipt and all necessary collection of fees due.

German law shall apply. The place of jurisdiction is Gera.

b. Each provision shall apply in its own right; the partial invalidity of individual provisions shall not affect the validity of the Contract. Ineffective provisions must be structured in a supplementary way such that the purpose of the Contract is achieved to the greatest possible extent.

c. No verbal side agreements have been made. Amendments and additions to this Contract shall require the written form to be effective. This shall also apply to a waiver of the requirement for the written form. Termination of the Contract in text format shall also be permitted.

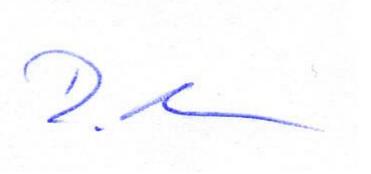
d. If, for unforeseeable reasons beyond the university's control, it becomes impossible or unreasonable for the university to conduct the study programme, in particular the lectures, in accordance with the regulations (e.g. due to an official directive for circumstances for which the university is not responsible), the university shall be entitled to conduct the study programme, in particular the lectures, in an appropriate other way (e.g. with online lectures instead of classroom lectures), provided that this is reasonable for the student and, in particular, does not lead to an extension of the study period or an adverse change in the envisaged degree. In this case, the student has neither the right to terminate the study contract nor to reduce tuition fees or to claim damages.

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Signature of Rohit Rohit

Place, date

Leipzig, 2024-05-06



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Dr. Diana Rösler | Geschäftsführerin SRH Hochschule für Gesundheit GmbH



### Check the authenticity of this document: https://apply.srh.de/qr/102525-e4479f5a

Scan the QR code or open the link manually in order to check for authenticity of this document.

### Annex 1

#### Pro Forma Invoice

Description	Rhythm	Due by	Fee
Course fees	per semester	four weeks before semester start	€4,500
Enrolment fee	one-time	by the deadline stipulated in the guarantee university placemen	t <b>€1000.00</b>

### Annex 2

#### Direct debit authorisation/direct debit mandate for course fees

### Payment agreement

The following payment agreement is part of the study contract between Last Name, First Name (Student): and SRH University of Health Sciences, Campus Berlin.

All due fees are collected by SRH Hochschulen Berlin GmbH.

If you do not authorise SRH Hochschulen Berlin GmbH to draw funds from your account, please inform us about the reasons below.

I hereby authorise SRH Hochschulen Berlin GmbH to withdraw due fees from my bank account.

Attention: only possible if your bank is part of the SEPA (Single Euro Payments Area)!

#### SEPA Direct Debit Mandate

SRH Hochschulen Berlin GmbH, Ernst-Reuter-Platz 10, 10587 Berlin, Germany Identifier of the Creditor: DE 81 ZZZO 0000 4074 63 Mandate Reference: Will be sent to you separately by e-mail

By signing this mandate form, you authorise (A) the SRH Hochschulen Berlin GmbH to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instructions from the SRH Hochschulen Berlin GmbH. As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited. Your rights are explained in a statement that you can obtain from your bank.

Name of the debtor(s): (Bank account holder)	
Street name and number:	
ZIP code, city, country:	
E-mail:	
<u>Bank Details:</u>	
Name of the Bank:	
Street name and number:	
ZIP code, city, country:	
IBAN:	
BIC:	
Type of payment:	<b>Š</b> recurrent One-off
Date of debit:	• according to the due dates stated in the contract
Place/Date	Signature (Bank account holder)

	I do not authorise direct debit for the following reason (please check appropriate box):		
	In accordance with clauses 4, 5 of the Study Contract I agree to make/arrange all payments in advance.		
0	I do not have a bank account at a bank, which is part of the SEPA (Single Euro Payments Area).		
0	I will pay all fees one year in advance to get 3% discount (on course fees only).		
0	I will pay all fees for the study programme in advance to get 5% discount (on course fees only).		
0	My employer pays the tuition fees, please send an invoice to:		
O I was approved for financing by one of the University's financing partners and they will transfer the fees directly to SRH Hochschulen Berlin GmbH. O Other reason:			
	Robert		
Pla	ce/Date Signature (student)		

### Annex 3

#### Alumni Network

- I hereby confirm that SRH Berlin University of Applied Sciences and SRH University of Applied Health Sciences may process my personal data (surname, first name, address, communications data incl. email address as well as study programme) for the purpose of their alumni support and the management of their Alumni Network. SRH Berlin University of Applied Sciences and SRH University of Applied Health Sciences will not transmit personal data to third parties. I can always object to the use and handling of my data by SRH Berlin University of Applied Sciences and SRH University of Applied Health Sciences by writing an email to <u>alumni.hsbe@srh.de</u>.
- I hereby confirm that SRH Berlin University of Applied Sciences and SRH University of Applied Health Sciences may send me information about offers and events as part of alumni support via email. I can always object to this confirmation by writing an email to <u>alumni.hsbe@srh.de</u>. Every email I receive will include an unsubscribe link.
- Rohit

Date & Signature of Student

#### **Cancellation Policy**

Right to cancel

You have the right to revoke this Contract within fourteen days without giving reasons. The cancellation period is fourteen days from the date on which the Contract is concluded.

In order to exercise your right of cancellation, you must inform

SRH University of Applied Health Sciences, Campus Berlin at SRH Berlin University of Applied Sciences Ernst-Reuter-Platz 10 10587 Berlin, Germany Tel: +49(0)30 374 374 0 Fax: +49(0)30 374 374 375 info.hsbe@srh.de

of your decision to cancel this Contract with a clear statement to this effect (e.g. with a letter sent by post, fax, or email). You may use the attached sample revocation form, although this is not mandatory.

To meet the cancellation deadline, it shall be sufficient to send us a written notification of your intent to exercise your right to cancellation before the cancellation deadline.

Consequences of cancellation

If you cancel this Contract, we must refund all payments that we have received from you, including delivery costs (except for the additional costs resulting from your having chosen a different type of delivery from the most reasonable standard delivery offered by us), without undue delay and at the latest within fourteen days from the date on which we received notification that you are cancelling this Contract. For this refund we shall use the same means of payment that you used for the original transaction, unless something else was expressly agreed with you; on no account shall you be charged fees due to this repayment.

If you requested services to start during the cancellation period, you must pay us an amount appropriate for the portion of time up to the date on which you informed us of exercising your right to cancel this Contract, based on the total scope of services provided for in the Contract.

End of information on cancellation

Please acknowledge that you have received these instructions.

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Date & Signature of Student



#### SAMPLE cancellation form

If you wish to cancel the Contract, please fill in this form and return it to us at the following address: SRH University of Applied Health Sciences, Campus Berlin at SRH Berlin University of Applied Sciences, Ernst-Reuter-Platz 10, 10587 Berlin, Germany.

I (\*) hereby cancel the Contract I (\*) have concluded regarding the following services:

- Name of user(s)

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Address of user(s)

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- Date - Signature of user(s)\_

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#### Information regarding data processing and data protection For students

#### Dear Student,

This document contains information regarding the processing of your data within our enterprise in accordance with Art. 13 and 14 of the EU General Data Protection Regulation (GDPR). If required, you can also find this information along with more detailed information online at https://www.srhberlin.de/datenschutz.

The provision and processing of your data is required within the framework of your study contract, as well as for the organisation of your studies at our university.

	Detail	Information
1.	<b>Controller</b> in accordance with Art. 4 (7) GDPR	SRH Hochschule für Gesundheit GmbH Neue Straße 28-30, 07548 Gera Executive director: Dr. Diana Rössler
		info@srh-gesundheitshochschule.de
2.	<b>Data protection officer</b> Contact details	Symbion AG Jörg Flierenbaum Robert-Koch-Straße 3 97230 Estenfeld <u>datenschutzbeauftragter-srh@symbion-ag.de</u>
3.	<b>Purposes of the processing</b> for which your personal data is processed	<ul> <li>Contractual administration, settlement</li> <li>Creation and administration of student ID</li> <li>Offer organisation (such as courses, lectures, seminars, excursions, internships)</li> <li>Examination organisation, implementation, results management and notification</li> <li>Certificates of participation and achievement</li> <li>Plagiarism check</li> <li>Information regarding university-related events and offers</li> <li>Internal communication within the university</li> <li>Support through Students' Union</li> <li>Administration of semester tickets</li> </ul>
	Use for other purposes	<ul> <li>Installation, inspection, supervision and maintenance of IT systems and applications</li> <li>Powers of supervision and control (e.g. auditing, internal audit, data protection officer)</li> <li>Organisational analyses, quality assurance measures</li> <li>Fulfilment of statutory documentation/reporting obligations</li> </ul>
5.	Legal basis	<ul> <li>Art. 6 (1) (b) GDPR in fulfilling the study contract</li> <li>Art. 6 (1) (a) if your consent has been obtained As well as obligations arising from laws such as</li> <li>Higher Education Statistics Act (Hochschulstatistikgesetz)</li> <li>Higher Education Act of the Länder (Landeshochschulgesetz)</li> </ul>

4	Data	Identity data, address and contact datails
	Data Categories that are processed regarding your personal data Insofar as required for the afore- mentioned purposes	<ul> <li>Identity data, address and contact details</li> <li>Billing data</li> <li>Data in accordance with the "data record" under the Higher Education Statistics Act (Hochschulstatistikgesetz) (data record description)</li> <li>Data you voluntarily provide to us and/or provide in the university applications.</li> <li>Photos</li> <li>Bursary information</li> <li>Data for and arising from IT use (such as user IDs, pass- words, access logs)</li> <li>If required:</li> <li>information regarding legal guardians (such as bank details in the case of minors, emergency contact details)</li> </ul>
7.	Categories of recipients	To whom the data required for the respective purpose is dis- closed (by way of transfer or granting of access, and only to the extent this is possible without any personal reference)
	Internal	<ul> <li>Student Services</li> <li>Employed lecturers for your chosen offers</li> <li>Examinations office</li> <li>University marketing, communication</li> <li>Financial accounting (debtors)</li> <li>Quality management</li> <li>IT</li> <li>Student representation (i.e. Students' union)</li> </ul>
	External	<ul> <li>Guest/honorary lecturers</li> <li>Ministries or state government offices responsible for higher education</li> <li>Group Audit unit of SRH Holding SdbR *</li> <li>Patronage associations (for the awarding of scholarships)</li> <li>Service providers fulfilling the aforementioned purposes</li> <li>External companies providing IT support and maintenance services</li> <li>Involved parties and supporting bodies with regard to the defence of claims and legal proceedings</li> <li>Public Transport Authorities, i.e.BVG (Berliner Verkehrsbe- triebe)</li> <li>Provider of Plagiarism Tests</li> </ul>
8.	Transfer to <b>third countries</b> (outside the EU and/or countries accepted by the EU with equivalent data protection levels)	Only subject to your acknowledgement and corresponding consent or in the context of data processing and with appro-priate guarantees to maintain an adequate level of data pro-tection
9.	Storage periods	<ul> <li>Once you have de-registered and the various statistical and statutory obligations have been fulfilled, your data will be blocked for access purposes. Other statistical analyses shall be performed in an anonymised manner.</li> <li>Subject to your consent, your data shall be stored for a period of 40 years following your de-registration and then deleted. If you revoke your consent, it shall be deleted immediately.</li> </ul>

	Data origin unless it comes from you - Partner universities - Agencies - Hochschulstart body - Legal guardians - Sponsors	<ul> <li>Data categories that the university receives from third parties and processes regarding your personal data</li> <li>Nomination data</li> <li>Application data</li> <li>Unless you apply directly</li> <li>Where necessary, billing/emergency details for minors</li> </ul>
11.	Your rights	<ul> <li>In the case of rehabilitants</li> <li>Right to access your personal data (Art. 15 GDPR)</li> <li>Right to rectification of your data (Art. 16 GDPR)</li> <li>Right to erasure of your data (Art.17 GDPR) unless such action runs contrary to retention obligations</li> <li>Right to restriction of processing (Art. 18 GDPR)</li> <li>Right to data portability (Art. 20 GDPR)</li> <li>Complaints to be submitted to the data protection officer of the respective state</li> </ul>

#### Abbreviations

GDPR = EU General Data Protection Regulation

BDSG = Federal Data Protection Act (Bundesdatenschutzgesetz)

LHG = Higher Education Act of the Länder (Landeshochschulgesetz)

in conj. w. = in conjunction with (legal basis derived from several laws)