

## Master of Science (M.Sc.)

### Online study programme

#### ■ Industry 4.0 & Management

**University degree:** Master of Science (M.Sc.)

**Duration:** 5 semesters incl. thesis

**Time model:** online studies 6 days per week  
(During the evenings, and on Saturdays)

**Place of study:** Digital live studies

## APPLICATION FOR A MASTER OF SCIENCE DEGREE (PART TIME STUDIES)

Please complete this form in block letters. In accordance with the terms and conditions (s. page 2, pages I-III), I hereby enrol for the indicated study programme (see info box above).

### A. PERSONAL DATA

Mr.	Mrs.	Date of birth	
Name		First name	
Place of birth		Country of birth	
Nationality			
Street			No.
Postcode	City	Country	
Phone (home)	/	Phone (work office)	/
Mobile	/		
E-mail			

### B. Study Period

**When** do I want to start my studies?

Winter semester WS 20

Summer semester SS 20

Lecture materials and notes are available in english and in digital form only. Whether or not a course takes place depends on a minimum number of participants.



## C. PAYMENT

**Tuition Fees:** € 13,570

**Immatriculation fee:** € 1,580

**Examination fee:** € 350 (for a second attempt of the final exam an additional fee of € 350 will be charged)

Please select:

- Transfer the immatriculation fee of € 1,580 after receiving the invoice in order to secure the study place. Transfer the amount of € 13,920 in one payment, payable immediately upon receipt of invoice before the first semester, quoting the invoice number.
- Transfer the amount of € 15,500 in three installments:

**1st installment (Immatriculation fee): € 1,580** has to be paid after receiving the invoice in order to secure the study place.

**2nd installment: € 8,152:** Payable immediately upon receipt of invoice before the first semester.

**3rd installment: € 5,768:** Payable before the third semester as scheduled therein.

Any foreign transfer fees that may be incurred must be paid by the student.

## D. CANCELLATION RIGHT

**Cancellation right:**

You have the right to cancel this contract within a period of fourteen days without specifying reasons. The cancellation notice period amounts to fourteen days from the day of conclusion of contract.

The day on which the contract is concluded is the day on which you receive the acceptance declaration from FOM Hochschule für Oekonomie & Management gGmbH.

To exercise your cancellation right, you must inform us (FOM Hochschule für Oekonomie & Management gemeinnützige Gesellschaft mbH | Administration | Leimkugelstraße 6 | 45141 Essen | Germany | Tel.: 0800 1 959595 | E-Mail: [info@fom.de](mailto:info@fom.de)) with a clear declaration (e.g. with a letter by post, telefax or e-mail) about your decision to cancel this contract. You may use the cancellation form template provided under the link <http://www.bcw-gruppe.de/Widerruf-FOM.pdf>, however, this is not prescribed.

To preserve the cancellation time limit, it is sufficient if you dispatch the notification about exercising the right of cancellation prior to the expiry of the cancellation time limit.

**Consequences of the cancellation:**

If you cancel this contract, we will immediately refund you all payments received from you, including shipping costs (with the exception of additional costs that result from you having selected a different shipping method than the standard, lowest priced shipping method offered by us) and in any case, no later than fourteen days from the day on which the notification for cancellation of this contract is received by us. For this refund we will use the same payment method that you used for the original transaction, unless explicitly agreed otherwise with you; under no circumstances will we charge you any fees for this refund.

If you have already participated in seminars during the cancellation notice period, you must pay us an adequate amount that corresponds to the share of the teaching already provided, from the time at which you notify us about exercising the cancellation right in comparison to the total amount of the teaching envisaged in the contract.

– End of the cancellation instructions –

## E. TERMS AND CONDITIONS

The attached General Terms and Conditions of FOM Hochschule für Oekonomie & Management gemeinnützige Gesellschaft mbH (3 pages) apply with the following deviations

- Sec. 2.1: Online registration is not available.
- Sec. 3.5 is not applicable.
- Sec. 4 is not applicable.
- Sec. 7 is not applicable.

☐ I agree with the validity of the aforementioned General Terms and Conditions and their above mentioned deviations and register for the chosen study programme (see B.). Furthermore I have read the privacy policy and the agreement virtual teaching sessions and accept its terms and conditions.

The diagram illustrates the mapping of data fields from a form to a database table. The form has four fields: Name, Date (MM DD YYYY), First name, and Signature of participant. The database table has four columns: Name, Date, First name, and Signature. An arrow points from the Name field to the First name column, and another arrow points from the Signature of participant field to the First name column, indicating that both fields are mapped to the First name column in the database table.



## F. PLEASE ATTACH THE FOLLOWING DOCUMENTS TO YOUR APPLICATION

Please note that the application form needs to be filled in completely and signed. All documents must be sent via email to [incomings@fom.de](mailto:incomings@fom.de). After the successful admission the authenticated documents as well as the originally signed registration form need to be sent via post to the International Office in Essen.

- ✓ Authenticated copy of the General university entrance qualification certificate
- ✓ Curriculum vitae
- ✓ Authenticated copy of Bachelor degree certificate including a minimum amount of 60 ECTS-Points in (Business-) Computer Science modules or Industrial Engineering.  
or  
with a minimum amount of 60 ECTS-Points from professionally related modules (e.g. mathematics, statistics).  
or  
Successfully completed oral admission examination.  
If you cannot proof 60 ECTS-Points in Computer Science or Industrial Engineering during the application you will be invited for an admission examination.
- ✓ Proof of sufficient English language skills:  
Proof that a previous study program was taught in English with a proportion of at least 50%.
  - TOEIC: at least 860 points
  - TOEFL: at least 83 points (internet based)
  - TOEFL: at least 585 points (paper based)
  - IELTS: at least 6.0
  - Oxford: at least 70 points
  - Duolingo: at least 105 points
  - Native Speaker
- ✓ Authenticated copy of your transcript of records from the Bachelor's degree
- ✓ Copy of your passport (if not available yet of your national ID card)
- ✓ If applicable, degree certificate and transcript of records of Master's degree (authenticated copies)
- ✓ Proof of current employment



# Attachment 1: "Further information for the application"

## INFORMATION ON EDUCATIONAL BACKGROUND

### First degree

☐ University ☐ University of Applied Sciences

Name of institution

Place of study: city Country

Title of degree programme

Studied from — until Number of semesters

Type of degree GPA

### Second degree

☐ University ☐ University of Applied Sciences

Name of institution

Place of study: city Country

Name of degree programme

Studied from — until Number of semesters

Type of degree GPA

Date

X  
Signature of participant



## Attachment: 2

### AGREEMENT CONCERNING VIRTUAL TEACHING SESSIONS

#### Streaming and recording of teaching sessions

In virtual teaching sessions, the video and audio contributions of teaching staff and students are streamed in real time (i.e. live) to all participants in the teaching session concerned. In addition, the university may record the teaching sessions.

Where on a voluntary basis students provide their matriculation number or their name, this is also communicated to the other participants in the teaching session and in certain cases recorded. Students are permitted to participate in teaching sessions at all times without activating their own video and/or audio feed and/or without providing their name. Students activate their own video and audio feed devices and provide their names on a voluntary basis.

#### Purpose of recordings

Where teaching sessions are recorded, these may be made available to current and future FOM students at any time via the university's internal online learning management system (LMS). The recordings in the LMS are intended to facilitate knowledge transfer e.g. through interactive lectures incorporating academic discussions between students and teaching staff. A recording is made of the video and audio channels of the teaching staff and of the video and audio channels of those students participating in the teaching sessions with activated camera and/or activated microphone. The FOM envisages the LMS as a means of developing and encouraging digital learning, offering its students a knowledge base available across all semesters for current and future generations of students.

#### Period for which recordings are made available

Recordings of teaching sessions are made available to students in accordance with their chosen model of study. Where a student's contract of study ends, the recording remains available to other students in unchanged form. The FOM may update the recordings in the LMS if a more recent recording of the module is available. If the module to which a recording relates is no longer offered, the FOM is entitled to remove the recording from the LMS.

#### Consent in relation to individual rights and authorisation concerning use of image, audio and video recordings in webinars and in the learning management system:

I consent to the university making use, free of charge, for streaming and recording purposes, of my video and audio feed and of my name communicated in the framework of virtual FOM teaching sessions in which I participate with an activated camera and/or activated microphone and/or displaying my name. Further, I consent to the university or third parties acting with the university's permission distributing or publishing these recordings in original or modified form for internal and for publicity or editorial purposes, and I give this consent free of charge and without limitation on the material, geographical or temporal scope of use. I expressly consent to the retouching of the recordings and to the use thereof.

In justified exceptional cases, the consent that I have given to the FOM may be revoked, on my written request, if revocation is unavoidable for the preservation in good faith of my substantial moral interests. This is a matter on which the FOM's managing directors decide.



# General Terms and Conditions of FOM Hochschule für Oekonomie & Management gemeinnützige Gesellschaft mbH

The following terms and conditions apply to contractual relationships between FOM Hochschule für Oekonomie & Management gemeinnützige Gesellschaft mbH, Leimkugelstraße 6, 45141 Essen (hereinafter: FOM University), and students.

## 1. Validity of the terms and conditions

- 1.1 The following terms and conditions apply to the contract concluded between you as the Student and FOM University (hereinafter referred to as the "Study Contract") on studying at FOM University.
- 1.2 All conditions agreed between the Student and FOM University specifically arise from these terms and conditions, the applicable examination regulations for the selected course of study, the related module descriptions, the data privacy policy of FOM University, the Student's registration and the declaration of acceptance from FOM University.
- 1.3 Information contained in brochures, advertisements and other marketing documentation is non-binding, unless the details contained in these have been expressly referred to as being binding by FOM University.

## 2. Registrations and conclusion of contract

- 2.1 For applications, the FOM University registration form in its current version or the digital portal ("online registration") of FOM University must be used.
- 2.2 The confirmation from FOM University regarding the registration or information about the admission decision shall not constitute acceptance for a study contract. The same applies if FOM University provides electronic access data for the use of the FOM University digital portal.
- 2.3 Upon registration, all of the necessary evidence regarding eligibility for admission must be submitted to the university. FOM University can only process an application if it has all of the required evidence for the assessment of eligibility for admission to the university.
- 2.4 FOM University will check the submitted evidence regarding eligibility for admission to the university, as well as any supplementary admission preconditions specific to the course of study, and notify the result of the assessment in written form or in text form. The notification regarding the result of the assessment shall not constitute contract acceptance by FOM University for a study contract.
- 2.5 The arrangement of the study contract will only occur with the acceptance declaration by FOM University ("contract acceptance").
- 2.6 FOM University will notify in written form or in text form by no later than 31 January (summer semester) or by 31 July (winter semester) whether FOM University has accepted the application.
- 2.7 For applications received by FOM University after 15 January for the summer semester or after 15 July for the winter semester, FOM University will declare whether it is declaring contract acceptance within two weeks from receipt. The contract acceptance by FOM University will then occur subject to the proviso that the Student has the required eligibility for admission to university and/or admission rights specific to the course of studies.
- 2.8 The Student will inform FOM University at once about changes to his or her contact details using the functions provided in the Online Campus.
- 2.9 Students who register with FOM University after the beginning of the semester for a semester that has already started are obligated to independently make up for contents, which they missed due to the late registration, through self-study or by attending appropriate courses in subsequent semesters. Point 3.4 applies with regard to tuition fees.

## 3. Fees

- 3.1 The Student is obligated to pay the fees. The fees are shown on the application form and/or the transfer confirmation.
- 3.2 For the course of studies and the opportunity for the Student to obtain the intended university degree, the Student must pay FOM University the following fees:
  - "Tuition fee": The fee payable by the Student for the entire course of studies during the standard period of study.
  - "Matriculation fee": Where it is prescribed for the respective course of study, FOM University charges a one-off matriculation fee at the beginning of the course of study.
  - "Examination fee": FOM University charges one examination fee per examination attempt for the examinations to complete studies ("final examination").
  - Fees for an extension semester: Insofar as exceptions from Points 9.6 and/or 9.7 do not apply, the Student shall pay fees incurred for an extension semester for half of the standard period of study on a pro rata temporis basis.
- 3.3 Obtaining the degree prior to the end of the standard period of study shall not provide any entitlement to reduce the tuition fees. In this case, the tuition fees will fall due no later than upon termination of the study contract.
- 3.4 If the Student only enrolls during the started semester and the study contract is therefore only concluded during the started semester, the tuition fees will nevertheless be payable for the entire semester.
- 3.5 A third party, e.g. employer of a Student, can declare as part of the registration or using a separate form, that he is stepping into the bindingness of the Student as a joint and several obligor. If the third party revokes his declaration, the Student shall become the sole obligor of the fee claim again, from the time of the revocation. In the event of overpayment, the overpaid amount shall be reimbursed to the actual payer.

## 4. Payment terms

- 4.1 The tuition fees shall be payable in instalments for a time period of three months in advance.
- 4.2 If it has been agreed in written or text form, the tuition fees can also be made in equal monthly instalments according to a SEPA mandate issued by the Student. The direct debit occurs after the start of the course of studies, on the 5th of each month. The amount of the monthly instalment is usually based on the total tuition fees divided by the number of months of the standard period of study.
- 4.3 The matriculation fee falls due as soon as the Student has received the contract acceptance from FOM University.
- 4.4 The examination fee falls due with the Student's registration for the final examination.
- 4.5 The invoicing occurs in text form. The invoices will be provided in the Online Campus and the student will be informed in text form about the invoice documents.

## 5. Hardship cases

- 5.1 If it is not possible for the Student to participate in the course of studies for personal reasons and the Student can prove that the reasons occurred after the start of studies and were not caused maliciously by the Student, FOM University will usually arrange with the Student, upon application, to reduce the tuition fees by 80% from the month following verification of the personal reason. Personal reasons in this sense are e.g. the Student's financial collapse as a consequence of unemployment or private insolvency, if participation by the Student in events of FOM University is sustainably impeded due to illness or comparable emergency situations with the Student.
- 5.2 From the time of the fee reduction, the Student will no longer be permitted to use the services of FOM University or take examinations.

## 6. Termination

- 6.1 Ordinary cancellation of the study contract is possible for both contracting parties by the end of a semester, in compliance with a cancellation notice period of six weeks.
- 6.2 The cancellation must occur in written or text form (e-mail).
- 6.3 During a semester on leave (cf. Point 8) the ordinary cancellation is excluded.
- 6.4 The right of both contracting parties to extraordinary cancellation without observing a cancellation notice period for good cause remains unaffected by this.



- 6.5 Good cause particularly exists for FOM University, if the Student:
- repeatedly or seriously violates the house rules or campus rules of FOM University or repeatedly or seriously violates the examination regulations. A serious violation of the examination regulations is, inter alia, attempted deception in study-integrated and study-completing examinations within the meaning of Point 15.2.
  - being in default for a minimum of six months or with an amount that reaches the sum of six monthly instalments.
- 6.6 In the case of contract termination prior to achieving the degree, the charging of the service to be compensated by the Student to FOM University shall occur on the basis of the credits achieved by the Student according to the European Credit Transfer System (hereinafter "ECTS Points"). However, a minimum of the pro rata temporis tuition fees are payable for the university semester completed at FOM University and – if envisaged – the matriculation fee will be payable.
- 6.7 Students, who have ultimately not passed the examination prescribed for the course of studies, will be immediately de-registered and the study contract will be terminated with immediate effect, without a notice of cancellation being required.

## 7. Trial course of studies

- 7.1 In the case of a trial course of studies, the Student must achieve the required minimum number of ECTS points within the specified time period, according to the regulations of the NRW Higher Education Act, in conjunction with the respective valid examination regulations.
- 7.2 If this is not the case and the eligibility for admission to university has not been acquired in a different way or the entrance examination has been passed successfully, the de-registration must occur according to the respective applicable Higher Education Act and the associated termination of the study contract, at the end of the respective semester, without a notice of cancellation being required.

## 8. Semester on leave

- 8.1 Upon application, the Student can be granted a semester on leave by FOM University, provided that it is not contrary to an orderly course of studies.
- 8.2 During a semester on leave, FOM University will not offer any services to the Student. During a semester on leave, the Student shall not be entitled to participate in study events and/or examinations and shall not be obligated to pay tuition fees for the period of the semester on leave.
- 8.3 If a semester on leave is granted by FOM University, the study contract agreed between FOM University and the Student will be extended by one semester. The payment of the semester for the standard period of study will be suspended during the semester on leave.
- 8.4 FOM University is not obligated to offer the study programme for the semester on leave during the subsequent semester. Therefore, postponements and delays can occur for the Student due to a semester on leave, which the Student may only be able to compensate with an extension semester (cf. Point 9).
- 8.5 A semester on leave must be applied for with a notice period of six weeks to the end of a semester in written form or in text form with FOM University for the respective subsequent semester. The time of receipt of the application by FOM University is relevant for the timely application.
- 8.6 A semester on leave shall only be deemed to be granted, if FOM University has declared acceptance of the Student's application in written form or in text form to the Student.
- 8.7 A maximum of two semesters on leave can be granted within the same study programme within a course of studies. A semester on leave is not possible for the first semester.
- 8.8 During a semester on leave, the ordinary cancellation of the study contract is excluded. The right of both contracting parties to extraordinary termination for good cause shall remain unaffected by this.
- 8.9 No legal entitlement exists to granting semesters on leave. FOM University will only reject an application for granting a semester on leave, if granting a semester on leave is contradicted by compelling reasons. Such a compelling reason can exist, if the course of studies, for which the Student has concluded a contract with FOM University is no longer offered by FOM University (hereinafter "programme change"), i.e. the examination regulations, in which the Student is enrolled, has expired or will expire in the short term.
- 8.10 If the Student is in default with his or her payment obligations for previous semesters at the beginning of a semester on leave, he shall compensate these outstanding claims, irrespective of the semester on leave.

## 9. Extension semester

- 9.1 Upon application by the Student, FOM University and the Student can agree to extend the study contract for the duration of one semester beyond the standard period of study (hereinafter "extension semester"). The duration of one semester (six months) cannot be fallen below.
- 9.2 Extension semesters must be applied for in written form or in text form to FOM University with a period of notice of at least two weeks prior to the start of the following semester. The time of receipt of the application by FOM University is relevant for the timely application.
- 9.3 An extension semester shall be deemed to be agreed if FOM University has declared in written form or in text form to the Student that it has accepted the Student's application.
- 9.4 FOM University is not obligated to offer the same study services in the extension semester, which were offered in the previous semester and/or which the Student requires for his or her intended study objectives, rather, the study offer will be based on its entire capacity and seminar planning. Therefore, postponements and delays can occur for the Student, which the Student may only be able to compensate with an additional extension semester.
- 9.5 With the exception of Points 9.6, 9.7, extension semesters are subject to a fee. The Student must pay half of the tuition fees applicable to a semester on a pro rata temporis basis.
- 9.6 The Student is not obligated to pay tuition fees for an extension semester, if the Student has achieved the required number of ECTS points in accordance with the valid examination regulations for the course of studies.
- 9.7 A payment obligation by the Student for an extension semester shall also not exist, if the assessment of the Student's examination, in which the Student has verifiably participated, is still outstanding up to two weeks until the start of the subsequent semester and with an assumed passed examination, the Student would achieve the required number of ECTS points in accordance with the valid examination regulations for the course of study, for registering for the thesis.
- 9.8 The number of fee-free examination semesters is limited to one semester.
- 9.9 No legal entitlement exists to granting extension semesters. FOM University will only reject an application for granting an extension semester, if granting an extension is contradicted by compelling reasons. A programme change (refer to Point 8.9) can constitute such a compelling reason.

## 10. Method of conducting tuition and examinations, force majeure

- 10.1 FOM University may decide the method of conducting tuition, whereby classroom-based activities, virtual presence (e.g. webinars, online tutorials), guided self-study and digital learning materials are offered. FOM University shall conduct examinations through personal attendance, in electronic form or through online communication (online examinations).
- 10.2 Should events that are unforeseeable, unavoidable and beyond the control of FOM University ("force majeure"), such as, in particular, war, unrest, natural catastrophes, strikes, pandemics, epidemics or official measures, necessitate amendment to the method of conducting tuition and/or examinations, FOM University is entitled to amend the tuition and/or examinations. In such a case, virtual presence in particular (e.g. webinars, online tutorials) may be employed instead of classroom-based activities, or the proportion of virtual presence and guided self-study using the available digital teaching media may be increased. If and to the extent that, in accordance with the Study Contract, tuition is expected to take place at certain times or on certain days, the agreed time slots or the defined days may be amended subject, for example, to stipulations on maximum numbers of persons in a room or space, minimum distances or similar legal or official stipulations. For the duration of the event, examinations may be conducted to an increased extent or solely as online examinations.
- 10.3 If the restrictions resulting from an event of force majeure in accordance with clause 10.2 last so long that it is no longer possible to conduct the tuition or part of the tuition, or to take examinations, within the planned semester, FOM University is entitled to defer these to a later time in a following semester.

## 11. Change to individual events

Changes are possible to individual events within a course of study, e.g. regarding the date, lecturer or contents, insofar as objective reasons require this with respect to capacity and seminar planning and the changes are reasonable for the Student.

## 12. Change to the examination regulations

FOM University reserves the right to change the examination regulations for an ongoing course of study, if this is reasonable for the Student. An increase in the tuition fees is not associated with this for the standard period of study.



### 13. Change to the course of study and/or the study location

- 13.1 Upon application by the Student, FOM University and the Student can arrange that the Student attends a different course of study at the same study location ("change to a course of study") or at a different study location ("change to a study location").
- 13.2 The precondition for a change to a course of study and/or a change to a study location is that the Student has the eligibility for admission to the university, as well as fulfilling potential additional specific admission requirements for the new course of study, and with respect to the capacity and seminar planning of FOM University, the Student can be admitted to the new course of study and/or the new study location.
- 13.3 The application for a change to a course of study and/or change to a study location shall be submitted to FOM University with a notice period of six weeks before the start of the subsequent semester in written or text form.
- 13.4 A change to a course of study shall be deemed to be agreed if FOM University has declared in written form or in text form to the Student that it has accepted the Student's application.
- 13.5 The tuition fees can increase as a result of a change to a course of study and/or a change to a study location. Furthermore, the course of study can be delayed, so that an extension of the study contract would become necessary beyond the originally arranged standard period of study.
- 13.6 No legal entitlement exists to a change to a course of study and/or a change to a study location. However, FOM University will only reject an application for granting a change to a course of study and/or a change to a course of study if it is contradicted by compelling reasons.

### 14. Use of the Online Campus

- 14.1 The use of the Online Campus is a mandatory precondition for the implementation of the study contract, as this provides the Students of FOM University with legally relevant information, or, for example, the registration for the examinations, the uploading of examination results or the notification changes in contact details also occur there.
- 14.2 Therefore, the Student is obligated to use the Online Campus and retrieve the information available there.
- 14.3 For the use of the Online Campus, as well as supplementary offers for the events, the Students must create the technical preconditions referred to at <https://campus.bildungszentrum.de/nfcampus/Agb.do>.
- 14.4 Insofar as a course of study prescribes additional technical preconditions, this is listed in the respective examination regulations and/or the related module descriptions. The Student is personally responsible for meeting these preconditions – at his or her own expense, if necessary.

### 15. Principles of academic work, technical progress

- 15.1 All Students are obligated to comply with academic probity. For this, the generally accepted principles of academic work must be complied with.
- 15.2 Attempts at deception are deemed to be a serious violation by the Student of the study contract. Attempted deception is particularly deemed to be when a Student, in academic performance or examinations:
- uses intellectual property, either verbatim or in substance, without identifying which source was used for this, is deceiving and committing plagiarism;
  - uses inadmissible aids;
  - has a person other than himself or herself take examinations or takes these for another person; or
  - falsifies or attempts to falsify examinations that have already been taken.
- In addition to a cancellation for good cause, FOM University reserves the right to take further measures in such cases.
- 15.3 FOM University reserves the right to check all academic work and examinations of the Student electronically, with plagiarism software or other tools, which correspond to technical progress.
- 15.4 For the purpose of checking, the Student shall provide FOM University with academic work and examinations electronically and obtain any necessary consent from third parties for this purpose (e.g. the Student's employer).
- 15.5 FOM University reserves the right to adapt the assessment of examinations to technical progress, e.g. the introduction of online examinations. For these application cases, FOM University can prescribe technical measures to avoid attempted deceptions, such as access to the device camera.

### 16. Privacy policy

For the processing of personal data as part of the registration for a course of study at FOM University, as well as within the scope of the study contract agreed between the Student and FOM University, the privacy policy of FOM University applies, as amended.

### 17. Course certificates, transcripts

FOM University issues course certificates and evidence of examinations ("transcripts"). These can be viewed and downloaded by the Student in the Online Campus of FOM University. The Student will receive the required access authorisations for this after concluding the study contract.

### 18. Liability disclaimer

- 18.1 In the case of simple negligence, the liability of FOM University is excluded in the case of non-material contractual duties being violated and in the case of negligence otherwise, it is limited to the foreseeable and typical contractual damage upon conclusion of the contract. Material contractual duties are those, which jeopardise the purpose of the contract, if they are not fulfilled, and the observance of which, the Student can rely upon.
- 18.2 The liability disclaimers do not apply to injuries to life, limb or health, as well as a compensation obligation in accordance with the German Product Liability Act (ProdHaftG).

### 19. Consumer dispute settlement

- 19.1 **Online arbitration:** The European Commission provides a platform for online dispute settlement (OS), which can be found at <https://ec.europa.eu/consumers/odr/>. Consumers have the opportunity to use this platform for the settlement of their disputes.
- 19.2 As a general rule, FOM University is not prepared or obligated to participate in dispute settlement processes before a consumer arbitration board.

### 20. Copyright

- 20.1 Course materials, scripts, lecture recordings, examinations, etc. are copyright-protected.
- 20.2 Use for the purpose of one's own course of studies is permitted. Any exploitation, which is not expressly permitted by the German Copyright Act, requires the prior consent of FOM University. This particularly applies to duplications, edits, translations, microfilming and storage and processing in electronic systems, dissemination in the Internet or on social media channels. In the case of infringement, FOM University reserves the right to take further steps.

### 20. Applicable law

The law of the Federal Republic of Germany applies to the study contract.



# Privacy Statement

## Section 1 Introduction

The aim of this Privacy Statement is to inform you of what personal data belonging to you shall be collected, processed and/or used (hereinafter collectively referred to as "processing") by us, the FOM Hochschule für Oekonomie & Management gemeinnützige Gesellschaft mbH, Leimkugelstraße 6, 45141 Essen (hereinafter referred to as "FOM" or "we"), when you apply for a course of studies with us, and as part of fulfilment of a study agreement.

## Section 2 Data Controller, Service Provider

FOM is the Data Controller responsible for processing personal data in the course of the application process and for fulfilment of a study agreement. Further information about us is available in Section 9 of this Privacy Statement and in the Legal Notice on our website.

## Section 3 Purpose and Legal Basis of Data Processing

Insofar as the personal data of candidates are processed as part of the application process, this takes place for the purpose of processing and managing the application. We may also use your data to prevent misuse and for the purpose of maintaining documentary evidence.

We shall anonymise your data in order to generate statistics relating to the application process. The anonymised data and statistics shall be used solely for our own internal purposes.

Insofar as personal data relating to you are processed in the course of fulfilling the study agreement, this shall take place for processing and administration of all procedures connected to a course of study. We may also use your data to prevent misuse and for the purpose of maintaining documentary evidence.

Unless otherwise specified in this Privacy Statement, the legal basis for processing of your personal data in the course of application and of fulfilment of the study agreement is Art. 6 (1) point b) of the General Data Protection Regulation ("GDPR"). The prevention of misuse and the maintenance of documentary evidence are based on our legitimate interests, Art. 6 (1) point f) GDPR.

Please note that we may not be able to process your application or individual transactions within the scope of fulfilling a study agreement if you fail to provide us with the relevant personal data. In this respect there is a difference between a processing operation based on Art. 6 (1) point b), c) or f) GDPR and a processing operation based on explicit consent that you may give us.

In the event that you have given us your consent within the definition of Art. 6 (1) point a), 7 GDPR, to the processing of your personal data for specific purposes, this consent shall constitute the legal basis for the processing to be performed for that specific purpose. You may, at any time, withdraw consent issued in this way. Please note that this withdrawal will only take effect for the future. Data processing activities performed prior to the withdrawal of consent shall not be affected.

Processing of personal data in the context of FOM's "Digital Live-Study" and the creation and maintenance of the associated media library is based on Art. 6 (1) point b) GDPR in order to fulfil the study agreement for „Digital Live-Study“

## Section 4 Data collected and used for the Management, Fulfilment and administrative Processing of the Study Agreement

FOM shall process all data entered by you and made available to us in the course of application or of fulfilment of a study agreement. This relates to data in the following categories: master data (such as name, address and other contact data, date of birth, nationality), your photo, bank account details, CV, information on your course of studies and desired degree, information on your previous education, information on any first degree, information on any practical work or training, information on further education completed, your current employer and their contact details, as well as proof of employment, and any other information that you have provided to us voluntarily.

In the course of fulfilment of a study contract, FOM shall also process data for the performance and processing of examination services, for the processing of fees and claims, for requests related to the course of study such as for semesters on leave or for extension semesters, for activities in the online campus and any other information that you have provided to us voluntarily.

## Section 5 Use of data in connection with the use of digital services provided by the FOM

If you use digital services provided by FOM, such as participating in digital study components, digital examinations and using digital learning platforms, the following supplementary data will be collected and processed alongside the data belonging to the master data category.

### a) Learning platforms such as Moodle

- Email address and user name, along with other data you add to your profile
- Personal password (can be changed)
- Courses attended
- Activities within courses, forum posts
- Learning activities performed, and learning achievements

- Log information concerning the user's activities, including their IP address, activities performed, user input content and time of the activity.

### b) Digital study components, webinars, via Cisco WebEx or Zoom, media library for example

- Video and audio recordings with recordings of your person and/or matriculation number and subsequent storage and accessibility in the media library

- Forum and chat posts

### c) Digital examinations

- Matriculation number for correlation of video stream
- Image of the ID card (student ID) or personal ID document
- Image of the room, including a home room if used for the digital examination
- IP address
- Number of connected screens.
- Laptop battery level
- the web cam image, especially movements of the eyes, head and mouth
- Audio recording
- Computer clipboard, mouse position, browser size, contents of the browser window, additionally opened browser tabs and windows, all websites visited, and applications opened during use

The collection and processing of data in connection with digital examinations forms part of the performance of the agreement, if you have agreed with us that these examinations will be conducted as part of your studies. Aside from that, we do this based on your consent in accordance with Art. 6 (1) point a) GDPR.

### d) Push messages

We offer push messages via our OC app to inform you about lecture dates and exam dates and results. Our lecturers can participate in the simplified event confirmation procedure via push messages.

To receive push messages, please activate the „Push messages“ button in the OC APP settings.

The legal basis for this processing is your consent and thus Art. 6 para. 1 lit. a DSGVO.

You can revoke your consent to the storage and use of your personal data to receive our push messages at any time with future effect by deactivating the push messages under the settings of the OC APP.

## Section 6 Anonymous Data Processing for the Purpose of Web Analysis

Furthermore, each time you access our website a variety of additional technical information, such as browser type and version, the user's IP address, date and time of access, based on the information transferred by your browser, is stored. This data shall also be anonymised and used solely for statistical purposes and for the needs-based design of our online presence. These data shall not be combined with the data from the application in such a way that would make it possible to identify the applicants. These purposes represent a legitimate interest in accordance with Art. 6 (1) point f) GDPR.

## Section 7 Transfer of your Data

### a) Controller

Within the scope of the agreement existing between us, and provided we are authorised on the basis of contractual or legal provisions or on the basis of your consent, we shall also pass on your data to other companies, which shall process your data on their own responsibility. Subject to these conditions, the following recipients or categories of recipients may receive your personal data:

- companies affiliated with FOM within the meaning of §§ 15 et seq. AktG (German Stock Corporation Act);
- public agencies and institutions (e.g. supervisory authorities) if we are subject to a statutory or official obligation.

Other data recipients may be those agencies for whom you have provided us with your consent to transfer your data.

### b) Processors

In order to perform the specified services we use the assistance of companies affiliated to FOM within the meaning of §§ 15 et seq. AktG, as well as external service providers who process personal data on our behalf ("Processors"). These are companies in the following specific categories:

- technical service providers in the areas of IT and telecommunications (e.g. hosting providers), archiving, printing services;
- webinar software and video conference software vendors, such as Cisco and Zoom
- digital learning platform vendors
- proctoring services providers in connection with the acceptance of digital examinations
- media and marketing service providers (e.g. web agencies);
- call centres.

### c) Third Countries

If you make use of digital services offered by FOM, in particular digital examinations, parts of your personal data (IP address

and, if applicable, recordings of service requests) are transmitted in encrypted form to third countries outside the EU or the EEA. Please note that for these third countries there is no adequacy decision of the EU Commission in terms of Art. 45 GDPR. However, in order to protect your personal data, we have agreed with the respective data recipients in the third countries to comply with appropriate safeguards in accordance with Art.

46 and 47 GDPR. These are the standard data protection clauses provided by the EU Commission and binding internal data protection regulations (so-called Binding Corporate Rules). If you have any queries in this regard, please contact us using the contact options listed in section 9 of this Privacy Statement.

## Section 8 Duration of Storage of your Data

We shall store your personal data to the extent and for the period necessary for us for the purpose of fulfilment of the study agreement. The data shall be stored until the end of the contractual relationship, unless the study agreement entitles or obliges us to store them for an even longer period. If any statutory or contractual retention periods exist that require further storage of your data beyond this period, we shall also store your data for these purposes beyond the end of the contractual relationship. Data that is not subject to any statutory or contractual retention period beyond the expiry of the study agreement shall be anonymised after expiry of the relevant retention period provided you have not expressly given your consent for the further use of your data for a specific purpose or the further storage and use is based on legitimate interests on our side.

In the event that your application is rejected, your personal data shall only be anonymised three months after the start of the course of study for which you applied, in order that we may be able to offer you a place if one becomes free.

## Section 9 Rights of the Data Subject, Art. 15 et seq. GDPR

### a) Right of disclosure, rectification, restriction, erasure and data portability

If you submit a request, we will of course provide you with information as to which of your personal data is being processed. If there are errors in your stored data, you are entitled to demand that it be rectified or have its use restricted. You also have the right to demand that we block or erase your personal data, if the data processing purpose no longer exists, or if other statutory conditions are fulfilled (Art. 17 GDPR). If there are statutory, contractual, fiscal or commercial law retention obligations, or other statutory grounds, which override the right to the erasure of your data, in this case we may only block your data from subsequent use. You also have a right to the portability of your data.

### b) Right of objection

You have the right to object, on grounds relating to your particular situation, at any time to processing of personal data concerning you which is based on Article 6 (1) point f) (data processing based on a balancing of interests).

In the event you do raise an objection, we will no longer be able to process your personal data, unless we can show compelling legitimate grounds for the processing, which override your interests, rights and freedoms, or if the processing is for the purpose of the establishment, exercise or defence of legal claims. There are no particular formalities to be observed in submitting your objection.

If you raise an objection to processing for the purposes of direct advertising, we will no longer use your personal data for these purposes.

If you wish to exercise any of the aforementioned rights and/or you require more information in this connection, please contact the address provided below or use the contact details of our Data Protection Officer:

DataCo GmbH  
Dachauer Straße 65  
80335 München  
Germany  
Email: datenschutz@dataguard.de  
www.dataguard.de

### c) Right to lodge a complaint

If you are of the opinion that the processing of your personal data as described in this Privacy Statement infringes statutory regulations you have the right, without prejudice to any other administrative or judicial remedy, to lodge a complaint with the relevant supervisory authority, in particular in the member state of your habitual residence, your place of work or in the place of the alleged infringement.

We are subject to the following supervisory authority:

Landesbeauftragte für Datenschutz und Informationsfreiheit  
Nordrhein-Westfalen (State Commissioner for Data Protection and Freedom of Information, North Rhine-Westphalia) Postfach 20 04 44, 40102 Düsseldorf, Germany

## Section 10 Amendments to the Privacy Statement

We reserve the right to amend this Privacy Statement at any time in accordance with the applicable data protection regulations. The current version is dated April 2023.

We shall inform you of any amendments to this Privacy Statement, in compliance with the applicable laws and regulations. Please also note our general Privacy Policy on our home page under [www.fom.de/en](http://www.fom.de/en).