FOM University of Applied Sciences

FOM **University**

Bachelor of Science (B.Sc.)

Study programme

■ **International Business Management**

University degree:	Bachelor of Science (B.Sc.)
Duration:	6 semesters incl. thesis
Time model:	Full-time
Place of study:	Essen, Germany

FOM Hochschule für Oekonomie & Management gemeinnützige Gesellschaft mbH
- Administration -
Leimkugelstraße 6
45141 Essen
Germany

APPLICATION FOR A BACHELOR OF SCIENCE DEGREE (FULL-TIME STUDIES)

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

A. PERSONAL DATA

○ Mr. ○ Mrs./Ms. Date of birth

Surname

First name(s)

Place of birth Country of birth

Nationality

Street City No.

Postcode 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

Total Fees: € 27,500 (including examination fee and immatriculation fee)

Please select:

☐ **Option 1:** Transfer the deposit fee of € 500, after receiving the invoice, quoting the full name of the applicant, in order to secure the admission. Transfer the amount of € 27,000 in one payment, payable immediately upon receipt of invoice before the first semester, quoting the invoice number.

☐ **Option 2:** Transfer the amount of € 27,500 in four instalments:

1st instalment (Deposit fee): € 500 has to be paid after receiving the invoice, in order to secure the admission.

2nd instalment: € 12,300: Payable immediately upon receipt of invoice before the first semester.

3rd instalment: € 7,350: Payable before the 3rd semester.

4th instalment: € 7,350: Payable before the 5th semester.

Any foreign transfer fees that may be incurred must be paid by the student. Further expenses for travel (arrival and departure), accommodation, board and extracurricular activities have to be paid by the participant.

D. CANCELLATION NOTICE

Right to cancel:

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us, FOM Hochschule für Oekonomie & Management gemeinnützige GmbH, Leimkugelstraße 6, 45141 Essen; email: studienberatung@fom.de, of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the model cancellation form provided under the link http://www.bcw-gruppe.de/Widerruf-FOM.pdf, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation:

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). We will make the reimbursement without undue delay and in any event not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

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. 2.6** is not applicable.
- **Sec. 3.2**
  - „Deposit fee“: this fee has to be paid after the offer letter is received to confirm the application. This fee is not refundable.
  - The fee for an extension semester is half of the semester fee. If the student finishes the study programme before the beginning of the fourth month of the extension semester, no fee will be charged for this semester.
  - In case of a visa rejection, please contact the international office by sending the visa rejection letter from the embassy. A full refund of the tuition fees (except deposit fee) is possible upon decision of the management.
  - „Matriculation fee“: The matriculation fee is include in the first and second instalment
- **Sec. 3.5** is not applicable.
- **Sec. 4** is not applicable.
- **Sec. 5** is not applicable.
- **Sec. 6.8** Fees for an ongoing semester have to be paid.
- **Sec. 7** is not applicable.
- **Sec. 9.3/9.4** The fee for an extension semester is half of the semester fee. If the student finishes the study programme before the beginning of the fourth month of the extension semester, no fee will be charged for this semester.

☐ **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.**

Surname

First name

Date (MM DD YYYY)

X Signature of participant

Attachment 1: “Further information for the application”

INFORMATION ON HIGHEST SECONDARY SCHOOL EDUCATION

Highest Secondary School Education

Name of institution

Place of study: city

Country

School attendance from – until

Type of school qualification

INFORMATION ON UNDERGRADUATE UNIVERSITY BACKGROUND

First undergraduate education

Name of higher education institution

Place of study: city

Country

Name of degree programme

Studied from – until

Number of semesters

Type of degree (if applicable)

GPA (if applicable)

Date

X Signature of applicant

PLEASE ATTACH THE FOLLOWING DOCUMENTS TO YOUR APPLICATION

- √ **Proof of general university entrance qualification (authenticated copy)**
- √ **School-leaving certificate or high school diploma (authenticated copy)**
- √ **Transcript of courses**
- √ **Curriculum vitae**
- √ **Proof of sufficient English language skills:**
  corresponding to CEFR level B2
  - TOEIC: 785 points
  - TOEFL IBT: at least 72 points
  - TOEFL PBT: at least 543
  - IELTS: at least 5.5
  - OXFORD: at least 60
  - or equivalent
- √ **Copy of your passport (or national ID card)**
- √ **If applicable, proof of existing undergraduate education**

All documents must be sent via email to incomings@fom.de

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.

FOM University of Applied Sciences

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. Application of the terms and conditions

1.1 The following terms and conditions apply to the contract concluded between you as the student and us as FOM University (hereinafter: "contract of study") for studying at FOM University.

1.2 All terms and conditions agreed between the student and FOM University derive in particular from these terms and conditions, the examination regulations applicable to the chosen course of study, the related module descriptions, FOM University's data protection policy, the student's application and FOM University's acceptance notification.

1.3 Information contained in brochures, advertisements and other marketing documentation is non-binding, unless the information contained therein has been expressly referred to by FOM University as binding.

2. Applications and entering into the contract, reservation of the right of withdrawal

2.1 Applications must be made using the current version of the FOM University application form or FOM University's digital portal ("online application").

2.2 Confirmation from FOM University regarding receipt of application or information concerning the decision on admission shall not constitute acceptance of an application for a contract of study. The same applies where FOM University provides electronic credentials for accessing the FOM University digital portal.

2.3 The application must be accompanied by all of the evidence required to demonstrate eligibility for university admission.

2.4 FOM University will assess the evidence submitted concerning eligibility for university admission and any supplementary admission requirements specific to the course of study and communicate the results of that assessment in writing or text form. Communication of the results of the assessment shall not constitute acceptance by FOM University of an application for a contract of study.

2.5 A contract of study is agreed when FOM University notifies its acceptance ("acceptance of an application").

2.6 FOM University will notify the applicant in writing or text form by no later than 31 January (summer semester) or by 31 July (winter semester) whether FOM University has accepted the application. In the case of applications received by FOM University after 15 January for the summer semester or after 15 July for the winter semester, FOM University will endeavour to notify the applicant within two weeks of receipt of the application whether FOM University accepts the application for a contract of study.

2.7 FOM University is entitled to withdraw from the contract of study before the start of studies if the minimum number of participants needed for the course of studies is not achieved.

2.8 The student is advised that participation in examinations will not be permitted until the required evidence regarding eligibility for university admission and any supplementary requirements specific to the course of study has been submitted and this has been assessed by FOM University.

2.9 The student will inform FOM University at once about changes to his or her contact details using the functions provided in the Online Campus.

2.10 Students who enrol with FOM University for a semester that has already started are required to catch up independently on material that they have missed due to late enrolment, through self-study in the current semester or by attending appropriate classes in subsequent semesters. Clause 3.4 applies with regard to tuition fees.

3. Fees

3.1 The student is required to pay fees. The fees are shown on the application form and/or the confirmation of receipt of application.

3.2 For the course of studies and for the opportunity to obtain the university degree envisaged by the student, the student must pay FOM University the following fees:

- "Tuition fee": this means the fee payable by the student for the entire course of studies during the standard period of study.
- "Matriculation fee": FOM University charges a one-off matriculation fee at the start of studies where such fee is prescribed for the course of study concerned.
- "Examination fee": for the examinations to complete a course of study ("final examination"), FOM University charges an examination fee in respect of each examination attempt
- Fees for an extension semester: The student must pay half of the fees for an extension semester pro rata to one semester of the standard period of study.

3.3 Where a student obtains his or her degree prior to the end of the standard period of study, this shall not justify any reduction in tuition fees. In this case, the tuition fees are due at the latest on the expiry of the contract of study.

3.4 Where a student enrols during the ongoing semester and consequently the contract of study is only entered into during the ongoing semester, tuition fees must paid all the same for the entire semester.

3.5 A third party, e.g. a student's employer, may, as part of the application process or using a separate form, agree to be responsible for the student's debt as joint debtor. If the third party revokes his agreement, the student will revert, from the date of the revocation, to being sole fee debtor. In the event of overpayment, the overpaid amount will be reimbursed to the actual payer.

4. Payment terms

4.1 Tuition fees must be paid once or in equal monthly instalments in advance.

4.2 If agreed in writing or in text form, tuition fees may also be paid in accordance with a SEPA direct debit mandate issued by the student. The direct debit is taken following the start of the course of studies on the 5th day of every month. The amount of the monthly instalment is based, as a rule, on the total tuition fees divided by the number of months in the standard period of study.

4.3 The matriculation fee is due at the start of studies.

4.4 The examination fee is due together with the student's registration for the final examination.

4.5 Invoices are issued in text form. The invoices will be made available in the Online Campus and the student will be notified in text form of new invoice documentation.

5. Hardship cases

5.1 If the student is unable to participate in the course of studies due to personal circumstances and the student can demonstrate that the circumstances arose after the start of studies and were not deliberately brought about by the student, FOM University will usually agree with the student, upon application, to reduce the tuition fees by 80 % from the month following verification of the personal circumstances. For these purposes, personal circumstances mean e.g. a deterioration in the student's financial position as a consequence of unemployment or private insolvency, the onset of an illness, which impedes the student's long-term participation in FOM University classes, or comparable emergency situations affecting the student.

5.2 From the date of the fee reduction, the student will no longer be permitted to use the services of FOM University or take examinations.

6. Contractual period and termination

6.1 The contract of study expires, as a rule, at the end of the semester in which the student passes the final examination within the standard period of study. If the contract of study is continued by way of an extension semester (cf. clause 9), the contract of study expires, where the student passes the final examination, at the end of the extension semester.

6.2 Either party may ordinarily terminate the contract of study on giving six weeks' notice, such notice to expire at the end of a semester.

6.3 Notice of termination must be given in writing or text form, this includes email.

6.4 During a semester on leave (cf. clause 8) the right of ordinary termination is excluded.

6.5 This shall not affect the right of either party to extraordinary termination for good cause, without the need to observe a notice period.

6.6 FOM University shall have good cause for termination, in particular, if the student:

- repeatedly or seriously violates the house or campus rules of FOM University or repeatedly or seriously violates the examination regulations. A serious violation of the examination regulations includes an attempt at cheating in in-course and final examinations as set out in clause 15.2.
- is in default on payment for a minimum of six months or in an amount totalling six monthly instalments.

6.7 In the event the contract ends prior to the student achieving his or her degree, the pro rata fee payable by the student to FOM University will be calculated in accordance with the European Credit Transfer System points (hereinafter "ETCS points") achieved by the student. However, as a minimum, the pro rata temporis tuition fees for the university semesters completed at FOM University and – where envisaged – the matriculation fee shall be payable.

6.8 Students who have definitively failed the examination prescribed for the course of studies will be de-registered immediately in accordance with the examination regulations and the contract of study will be ended with immediate effect, without need for notice of termination to be given.

7. Probationary period of study

7.1 Where a probationary period of study is agreed, the student must achieve the minimum number of ECTS points required under the NRW Higher Education Act, in conjunction with the examination regulations applicable at the time, or must pass an aptitude test.

7.2 If that is not achieved, de-registration is mandatory, in accordance with the Higher Education Act applicable at the time, as is the associated ending of the contract of study at the end of the semester concerned, without need for notice of termination to be given.

8. Semester on leave

8.1 Upon request, the student may be granted semesters on leave by FOM University, provided that this is consistent with 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 is not entitled to participate in classes and/or examinations and is not required 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 contract of study agreed between FOM University and the student is prolonged by one semester. The counting of the semesters for the standard period of study is suspended during the semester on leave.

8.4 FOM University is not obliged to offer the study programme for the semester on leave during the subsequent semester. As a result of a semester on leave, the student may experience, therefore, postponements and delays, for which, in certain circumstances, the student may only be able to compensate by way of an extension semester (cf. clause 9).

8.5 Requests for a semester on leave must be made in writing or text form to FOM University at the latest four weeks before the end of a semester for the subsequent semester. In determining whether the request has been made within the deadline, the date on which FOM University receives it is decisive.

8.6 A semester on leave is only considered to have been granted, when FOM University notifies the student in writing or text form that it has accepted the student's request.

8.7 Within the same course of studies a maximum of two semesters on leave may be granted. A semester on leave during the first semester is not possible.

8.8 During a semester on leave, the right to ordinarily terminate the contract of study is excluded. This does not affect the right of either party to extraordinary termination for good cause.

8.9 There is no legal right to be granted semesters on leave. FOM University will only reject a request for the grant of a semester on leave where compelling reasons preclude the grant of a semester on leave. A compelling reason of this kind may 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 under which the student is enrolled have expired or are due to expire shortly.

8.10 If at the start of a semester on leave the student is in default with his or her payment obligations for previous semesters, the student must settle these debts, notwithstanding the semester on leave.

9. Extension semester

9.1 If the student does not pass the final examination within the standard period of study and neither FOM University nor the student terminates the contract of study, the contract of study continues following expiry of the standard period of study for one or more extension semesters (hereinafter "extension semester"). During an extension semester both parties retain the right to ordinarily terminate the contract of study by giving at least six weeks' notice of termination, such notice to expire at the end of a semester (cf. clause 6.2).

9.2 FOM University is not obliged to offer the same study services in the extension semester that were offered in the previous semester and/or which the student requires for his or her intended study objectives, rather, the study programme offered will depend on overall capacity and timetabling constraints. Therefore, the student may experience postponements and delays, for which, in certain circumstances, the student may only be able to compensate by way of an additional extension semester.

9.3 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.

9.4 The contract of study ends at the end of the extension semester in which the student passes the final examination. This is without prejudice to clause 6.7.

10. Teaching and examination arrangements, force majeure

10.1 FOM University has the right to determine the modes in which teaching is provided; these include classroom-based activities, virtual in-person activities (e.g. webinars, online consultations), guided self-study and the provision of digital learning materials. FOM University will hold examinations requiring personal attendance, electronic submission or the use of electronic 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, require an adjustment to the modes in which teaching and/or examinations are offered, FOM University is entitled to adjust teaching and/or examination arrangements. In such a case, in particular, virtual in-person activities (e.g. webinars, online consultations) may be held in place of classroom-based activities, or the proportion of virtual in-person activities and guided self-study using digital teaching materials provided may be increased. If and to the extent that, in accordance with the contract of study, teaching is intended to take place at certain times or on certain days, the agreed time slots or the specified days may be adjusted in accordance with, for example, requirements concerning the maximum number of persons in a room, minimum distances or similar legal or official requirements. During the period in which the events prevail, examinations may be held to an increased extent or exclusively as online examinations.

10.3 If the restriction resulting from a force majeure event specified in clause 10.2 continues for such duration that teaching sessions or parts thereof or examinations can no longer take place within the planned semester, FOM University is entitled to defer these to a later date in a subsequent semester.

11. Amendments to individual classes

Amendments to individual classes within a course of study are possible, e.g. regarding the date, lecturer or contents, provided that objective reasons relating to capacity and timetabling require this and the changes are reasonable for the student.

12. Amendments to the examination regulations

FOM University reserves the right to amend the examination regulations for an ongoing course of study provided this is reasonable for the student. This shall not entail an increase in the tuition fees for the standard period of study.

13. Change to the course of study and/or the place of study

13.1 Upon application by the student, FOM University and the student may agree on the student attending a different course of study at the same place of study ("change to the course of study") or changing to a different place of study ("change to the place of study").

13.2 It shall be a requirement for a change to the course of study and/or a change to the place of study that the student is eligible for university admission and fulfils any additional specific admission requirements for the new course of study and, having regard to the capacity and timetabling constraints of FOM University, that the student can be accommodated in the new course of study and/or at the new place of study.

13.3 The application for a change to the course of study and/or change to the place of study must be submitted to FOM University in writing or text form no later than four weeks before the start of the following semester.

13.4 A change to the course of study and/or the place of study shall be deemed agreed where FOM University notifies the student in writing or text form that it accepts the student's application.

13.5 As a result of a change to the course of study and/or a change to the place of study tuition fees may increase. Furthermore, the study period may be lengthened and, as a consequence, it may become necessary to extend the contract of study beyond the standard period of study originally agreed.

13.6 There is no legal right to a change to the course of study and/or a change to the place of study. However, FOM University will only reject an application for a change to the course of study and/or a change to the place of study where compelling reasons preclude the change.

14. Use of the Online Campus and other technical requirements

14.1 For the operation of the contract of study, use of the Online Campus is mandatory, as this provides students of FOM University with legally relevant information, and includes the facility, for example, to register for examinations, upload examination results or notify changes in contact details.

14.2 Therefore, the student is obliged to use the Online Campus and retrieve the information available there.

14.3 In order to use the Online Campus, as well as features supplementing the contents of classes, the student must ensure that the technical requirements mentioned at https://campus.bildungscentrum.de/nfcampus/Agb.do are met.

14.4 If and to the extent that a course of study prescribes additional technical requirements, this is listed in the examination regulations concerned and/or the related module descriptions. The Student is personally responsible for ensuring – if necessary, at his or her own expense – that these requirements are met.

15. Principles of academic work, technical progress

15.1 All students are required to maintain academic integrity. This means that the generally accepted principles of academic work must be observed.

15.2 Attempts to cheat are considered a serious violation by the student of the contract of study. It is considered, in particular, an attempt to cheat where a student, in in-course or examination assignments:

- uses intellectual property, either verbatim or in substance, without identifying its source, engages in a deception and commits plagiarism;
- uses inadmissible resources;
- has a person other than the student himself or herself take examinations or takes these for another person; or
- falsifies or attempts to falsify examination assignments that have been submitted.

In such cases, FOM University reserves the right, in addition to termination for good cause, to take further measures.

15.3 FOM University reserves the right to verify electronically, using plagiarism software or other state of the art tools, all of the student's in-course and examination assignments.

15.4 For the purposes of verification, the student will provide FOM University, on request, with in-course and examination assignments in electronic form and obtain any consent from third parties (e.g. the student's employer) necessary for this purpose.

15.5 FOM University reserves the right to adapt the assessment of examination assignments to reflect technical progress, e.g. by the introduction of online examinations. For these situations, FOM University may prescribe technical measures to prevent attempts at cheating, such as access to the device's camera.

16. Data protection policy

For the processing of personal data in the context of an application for studies at FOM University, and within the framework of the contract of study agreed between the student and FOM University, the current version of FOM University's data protection policy applies.

17. Course certificates, transcripts

FOM University issues course certificates and evidence of examination results ("transcripts"). These can be viewed and downloaded by the student in the Online Campus of FOM University. The student will receive the credentials required for access after entering into the contract of study.

18. Limitation of liability

18.1 In the case of simple negligence, where non-material contractual duties are violated, the liability of FOM University shall be excluded and, in all other cases of negligence, the liability of FOM University shall be limited to such damage as is foreseeable and typical for the type of contract at the time at which the contract is entered into. Material contractual duties are those where non-fulfilment thereof jeopardises the achievement of the contractual purpose and where compliance therewith is a matter on which the student may rely.

18.2 The limitations of liability do not apply to injuries to life, limb or health nor to the liability to pay compensation under the German Product Liability Act (ProdHaftG).

19. Consumer dispute settlement

19.1 **Online arbitration:** The European Commission provides a platform for online dispute resolution (ODR), which can be found at https://ec.europa.eu/consumers/odr/. Consumers have the opportunity to use this platform to resolve their disputes.

19.2 FOM University is, as a matter of principle, not willing and not obliged to participate in dispute resolution procedures before a consumer arbitration board.

20. Copyright

20.1 Course materials, teaching handouts, lecture recordings, examinations, etc. are protected by copyright.

20.2 Use for the purpose of one's own studies is permitted. Any exploitation that is not expressly permitted by the German Copyright Act requires the prior consent of FOM University. This particularly applies to reproductions, edits, translations, microfilming and storage and processing in electronic systems, dissemination on the internet or on social media channels. In the event of infringement, FOM University reserves the right to take further steps.

21. Applicable law

The laws of the Federal Republic of Germany apply to the contract of study.

June 2024***

University of Applied Sciences

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".

The legal basis for processing personal data in the course of verifying possibilities for recognition/bars to matriculation with regard to registering for an educational activity at FOM University is Art. 6 (1) point e) and Art. 6 (3) GDPR in conjunction with § 63a HG NRW (Universities Act of North Rhine-Westphalia).

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 (1) point a) GDPR.

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) Processor

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
Nymphenburger Strasse 86
80636 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 February 2024.

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.**