



**Preparation Course for Bachelor  
programmes:**

- Computer Science & Digital  
Technologies B.Sc.
- Mechanical Engineering & Digital  
Technologies B.Eng.

**FOM Hochschule** für Oekonomie &  
Management gemeinnützige Gesellschaft mbH  
– Administration –  
Leimkugelstraße 6  
45141 Essen

## 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		
Matriculation number		

## B. STUDY MODEL

### Preparation Course

**Course hours:** approx. 124 hours (each 45 mins)

**Duration:** 8 weeks

**Place of study:** Essen

**Course fee:** 2,750 €

Start of a preparation course is subject to a minimum number of participants.

## C. PAYMENT

**Course fee:** € 2,750

Payable in one payment immediately upon receipt of invoice and before the beginning of the course.

Any international transfer fees incurred are to be borne by the student.

## 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](mailto: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. 4.2** is not applicable
- **Sec. 4.3** is not applicable
- **Sec. 5** is not applicable

☐ **I agree with the validity of the aforementioned General Terms and Conditions and register for the chosen preparing course (see B.). Furthermore I have read the privacy policy, the cancellation notice and the agreement virtual teaching sessions and accept its terms and conditions.**

Surname

First name

Date (MM DD YYYY)

Signature of participant

# Attachment 1

## 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 for professional development and academic and non-academic continuing education**

**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 its contractual partners concerning participation in professional development and academic and non-academic continuing education offered by FOM University (hereinafter: continuing education).**

### **1. Application of the terms and conditions**

- 1.1 The following terms and conditions apply to the contract concluded between you as contractual partner and us as FOM University under which you or one or more third parties (hereinafter: participant) participate in continuing education at FOM University.
- 1.2 All terms and conditions agreed between the contractual partner and FOM University derive in particular from these terms and conditions, FOM University's data protection policy, the examination regulations, if applicable, the participant's application and FOM University's acceptance notification. Whether a continuing education course will operate depends, as a rule, on a minimum number of participants being achieved.

### **2. Applications and entering into the contract**

- 2.1 Applications must be made using the current version of the FOM University application form or, where available, FOM University's digital portal ("online application").
- 2.2 Where participation in the chosen continuing education course requires the participant to satisfy or demonstrate compliance with admission requirements, the information concerning the decision on admission shall not constitute acceptance of an application for a continuing education contract. The same applies where FOM University provides electronic credentials for accessing the FOM University digital portal.
- 2.3 Where participation in the chosen continuing education course requires the participant to satisfy or demonstrate compliance with admission requirements, the application must be accompanied by all of the evidence required. In these cases, FOM University can only process an application if all of the evidence required for the assessment of eligibility has been submitted.
- 2.4 FOM University will assess the evidence submitted concerning satisfaction of the admission requirements and communicate the results of that assessment in writing. Communication of the results of the assessment shall not constitute acceptance by FOM University of an application for a continuing education contract.
- 2.5 A continuing education contract is only agreed if FOM University notifies its acceptance ("acceptance of an application").
- 2.6 FOM University will communicate in writing no later than 14 days before the continuing education course begins whether FOM University has accepted the application.
- 2.7 Where the contractual partner/participant has been provided with credentials to use the FOM University Online Campus, the participant will inform FOM University without delay about changes to his or her contact details, using the functions provided in the Online Campus. Otherwise, the participant must provide this information in writing without delay.
- 2.8 Participants who enrol or who are enrolled by the contractual partner at FOM University for a continuing education course that has already started are required to catch up independently on material that they have missed in the ongoing course due to late enrolment through self-study. Clause 3.3 applies with regard to participation fees.

### **3. Fees**

- 3.1 The contractual partner is required to pay the participation fees. The fees are shown on the application form or, where the application is made through the online portal, on the confirmation of receipt of application.
- 3.2 Where a participant obtains his or her continuing education qualification prior to the end of the continuing education course, this shall not justify any reduction in participation fees. In this case, the participation fees are due at the latest on the expiry of the continuing education contract.
- 3.3 Where a participant enrolls or is enrolled by the contractual partner after the continuing education course has started and consequently the continuing education contract is only entered into during the ongoing continuing education course, participation fees must be paid all the same for the entire continuing education course.
- 3.4 If the contractual partner and the participant are the same person, a third party, e.g. a participant's employer, may, as part of the application process or using a separate form, agree to be responsible for the contractual partner's debt as joint debtor. If the third party revokes his agreement, the contractual partner 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 Participation fees shall be payable on receipt of the invoice.
- 4.2 Where agreed in writing, participation fees may also be paid in equal monthly instalments as provided for in the application in accordance with a SEPA direct debit mandate provided by the participant/contractual partner. The direct debit is taken following the start of the continuing education course on the 5th day of every month.
- 4.3 Invoices are generally issued in writing without a signature.

### **5. Hardship cases**

- 5.1 If the participant is unable to participate in the continuing education course due to personal circumstances and the participant can demonstrate that the circumstances arose after the continuing education course started and were not deliberately brought about by the participant, FOM University will usually agree with the contractual partner, on application, to reduce the participation fees by 80 % from the month following verification of the personal circumstances. For these purposes, personal circumstances mean e.g. a deterioration in the contractual partner's financial position as a consequence of unemployment or (private) insolvency, the onset of an illness, which impedes the participant's long-term participation in FOM University classes, or comparable emergency situations affecting the participant.
- 5.2 From the date of the fee reduction, the participant will no longer be permitted to use the services of FOM University i.e. in particular to attend classes or take examinations.

### **6. Minimum contractual term / termination**

- 6.1 The continuing education contract may be ordinarily terminated on giving six weeks' notice, such notice to expire at the end of a month, at the earliest, however, on the expiry of the minimum contractual term of six months.
- 6.2 In the case of continuing education courses with a duration of less than nine months, the minimum contractual term is reduced to one half of the period stated, in the application, as the duration of the chosen continuing education course. In these cases, once the contract has been entered into, two weeks' notice of termination must be given, such notice to expire on the 15th or the last day of a month.
- 6.3 In the case of continuing education courses with a duration of up to four weeks, ordinary termination is excluded.
- 6.4 Notice of termination must be given in writing, this includes email.
- 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 participant repeatedly or seriously violates the house or campus rules of FOM University.
  - the participant repeatedly or seriously violates the examination regulations, where for the chosen continuing education course such exist. A serious violation of the examination regulations includes an attempt at cheating.
  - the contractual partner is in default on payment for a minimum of six months or in an amount totalling six monthly instalments.

### **7. Teaching and examination arrangements, force majeure**

- 7.1 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).
- 7.2 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.

## 8. Amendments to individual classes

Amendments to individual classes within a continuing education course 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 participant.

## 9. Change in the continuing education location

- 9.1 Upon application by the contractual partner, FOM University and the contractual partner may agree on the participant changing to a different continuing education location ("change in the continuing education location").
- 9.2 It shall be a requirement for a change of location that, having regard to the capacity and timetabling constraints of FOM University, the participant can be accommodated in the new continuing education location.
- 9.3 The application for a change of location must be submitted to FOM University in writing no later than six weeks before the change is intended to take effect.
- 9.4 A change of location shall be deemed agreed where FOM University notifies the contractual partner in writing that it accepts the contractual partner's application.
- 9.5 Participation fees may increase as a result of a change of location. Furthermore, the course period may be lengthened and, as a consequence, an extension to the continuing education contract may be necessary.
- 9.6 There is no legal right to a change of location. However, FOM University will only reject an application for a change of location where compelling reasons preclude the change.

## 10. Use of the Online Campus and other technical requirements

- 10.1 Where the contractual partner/participant have been provided with credentials to use the Online Campus of FOM University, use of the Online Campus is mandatory in implementing the contract, as this provides contractual partners/participants 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.
- 10.2 Therefore, the contractual partner/participant is obliged to use the Online Campus and retrieve the information available there.
- 10.3 In order to use the Online Campus, as well as features supplementing the contents of classes, the contractual partner/participant must ensure that the technical requirements mentioned at <https://campus.bildungszentrum.de/nfcampus/Agb.do> are met.
- 10.4 If, and to the extent that, a continuing education course has additional technical requirements, this is listed in the examination regulations concerned and/or the related module descriptions. It is the responsibility of the contractual partner/participant to ensure – where necessary, at their own expense – that these requirements are met.

## 11. Principles of academic work, technical progress

- 11.1 All participants are required to maintain academic integrity. This means that the generally accepted principles of academic work must be observed.
- 11.2 Attempts to cheat are considered a serious violation of the continuing education contract by the participant. It is considered, in particular, an attempt to cheat where a participant 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 participant himself or herself take examinations or takes these for another person;
  - 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.

- 11.3 FOM University reserves the right to verify electronically, using plagiarism software or other state of the art tools, all of the participant's in-course and examination assignments.
- 11.4 For the purposes of verification, the participant will provide FOM University, on request, with the abovementioned assignments in electronic form and obtain any consent from third parties (e.g. the participant's employer) necessary for this purpose; the consent of the contractual partner is deemed to have been given on applying for the course.
- 11.5 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.

## 12. Data protection policy

For the processing of personal data in the context of an application for a continuing education course at FOM University, and within the framework of the continuing education contract agreed between the participant/contractual partner and FOM University, the current version of FOM University's data protection policy applies.

## 13. Certificates of participation, transcripts

FOM University issues certificates of participation and, where applicable, evidence of examination results ("transcripts"). These can be viewed and downloaded by the participant in the Online Campus of FOM University. The participant will receive the credentials required for access after the continuing education contract has been entered into. In individual cases, certificates of participation will also be supplied by post.

## 14. Limitation of liability

- 14.1 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 participant/contractual partner may rely.
- 14.2 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).

## 15. Consumer dispute resolution

- 15.1 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.
- 15.2 FOM University is, as a matter of principle, not willing and not obliged to participate in dispute resolution procedures before a consumer arbitration board.

## 16. Copyright

- 16.1 Course materials, teaching handouts, lecture recordings, examinations, etc. are protected by copyright.
- 16.2 Use for the purpose of one's own learning 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.

## 17. Applicable law

The laws of the Federal Republic of Germany apply to the continuing education contract.

## 18. Application by firms (companies as contractual partners)

If the contractual partner is not also the participant, the contractual partner shall be responsible for ensuring that the participant agrees to the following provisions of these general terms and conditions and to comply with such: Clauses 2.2, 2.3, 2.7, 2.8, Clause 5.2 and Clauses 7, 9, 10, 12, 13 and 15. In addition, the contractual partner must notify the participant of FOM University's data protection policy and, on request, demonstrate to FOM University the notification and agreement of the participant.

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June 2024

# 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 HGNRW (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](http://www.fom.de/en).