



Application Form

Double Degree MBA Program

Degree course/academic year	Double Degree MBA Program / 2019
Start of course	September, 13 rd 2019
Major	General Management

CONTRACTUAL PARTNER 1

SMBS - University of Salzburg Business School, GmbH

CONTRACTUAL PARTNER 2

First name, Last name	
-----------------------	--

Additional contractual partner 2 (only in case if cost is taken over by the employer)

Company	
UID number	
Contact person	

Personal information

First name(s)	
Last name	
Maiden name	
Academic title	
Date of birth	
citizenship	

**Reachability**

	Business address	Home address
Company		
Street, Street number		
Postcode, Place		
Telephone number		
E-mail address		
Correspondence to	<input type="checkbox"/>	<input type="checkbox"/>

Education

Highest educational attainment	Title	Years: from - to	

Current employer

Organization / Company	Position / Role	Since

Professional practice

Professional practice in years total	
Thereof in leading positions (with budget and personnel responsibility)	

Please classify your English skills:

<input type="checkbox"/> very good	<input type="checkbox"/> good	<input type="checkbox"/> not so good	<input type="checkbox"/> poor
------------------------------------	-------------------------------	--------------------------------------	-------------------------------

How did you acquire your English language skills?

Course, Stay abroad ...	Description (content, skills)	Duration

How did you hear about this study program?

<input type="checkbox"/> Internet, search engine	
<input type="checkbox"/> Recommendation (by)	
<input type="checkbox"/> Advertisement	
<input type="checkbox"/> XING	
<input type="checkbox"/> Facebook	
<input type="checkbox"/> LinkedIn	
<input type="checkbox"/> Google Plus	
<input type="checkbox"/> Youtube	

The following may be used for the SMBS reference list:

Name	<input type="checkbox"/> yes	<input type="checkbox"/> no
Name / Name of Company, Organization	<input type="checkbox"/> yes	<input type="checkbox"/> no

Log on

Registration is only possible for the entire course (4 semesters) and is considered as binding. Course management decides on admission. The total price of the tuition is € 28,000.00. The total price includes study documents (provided in electronic form via E-Campus and Blackboard) as well as examination and administration fees of € 1,950.00, excluding travel, accommodation and meals. Invoicing is € 7,000.00 per semester academic year (non-genuine VAT exemption in accordance with § 6 (1) (11) (a) UStG 1994).

If the agreed (4 semester) study period has expired, but not all items specified in the study plan (incl. master's thesis and final presentation) have been successfully completed, SMBS charges an administrative fee of € 490.00 for each additional semester.

The registration is based on the general terms and conditions of SMBS - University of Salzburg Business School, in the respective valid version. By signing you confirm the acceptance of the general terms and conditions of the SMBS - University of Salzburg Business School and accept them in their entirety. The terms and conditions can also be viewed at any time on <http://www.smbs.at/business-school/business-school/agbs.html>. It is explicitly pointed out that according to the Statute of the University of Salzburg, the maximum duration for university courses is twice the number of semesters stipulated in the curriculum. Salzburg is expressly deemed to be the place of performance and jurisdiction and the application of Austrian law is agreed.

The signed application authorizes an employee of the SMBS - University of Salzburg Business School to complete the enrolment formalities for your university course at the University of Salzburg and the Long Island University. Furthermore, you authorize the SMBS to use all other data (including the 4-digit PIN code) required for student data transfer for the ÖH (Austrian student union) contribution transfer in the Plus Online System of the University of Salzburg. After completion of the course the student is responsible for his further inscription (the ÖH contribution transfer) and the administration fee at the University of Salzburg. In the event of a repetition of the final examination or in the case of a repeat assessment of the Master's thesis, the examination fees will be charged.

The signed application also applies as a declaration of consent that image and film material created during the course or an SMBS event may be published for marketing purposes. The rights of use of all video recordings are also waived.

Information about the payment of the course costs

Contractual partner 2, student (ratio in percentage)	<input type="checkbox"/>
Additional contractual partner 2, employer (ratio in percentage)	<input type="checkbox"/>
Sharing of costs (if known V2 % / additional V2 %)	<input type="checkbox"/>

BILLING ADDRESS

Home address	<input type="checkbox"/>
Business address, (Please indicate the contact person below)	<input type="checkbox"/>
Other address	<input type="checkbox"/>
Information	

With my signature (and the signature of an authorized signatory of the company, but only if the company covers the costs) hereby sign up to the aforementioned study program of the SMBS. I have read and accept the attached terms and conditions and the accuracy of the information I have provided.

Place, Date:

Signature: contractual partner 2 (student)	Signature: authorized signatory of the company (only if the company covers the costs)

General Terms and Conditions

For the attendance of study programmes and events of the SMBS
(Version: May 2018)

All legal transactions between the Salzburg Management GmbH – University of Salzburg Business School, Sigmund-Haffner-Gasse 18, 5020 Salzburg (referred to in the following as SMBS) and its contractual partners are subject to the General Terms and Conditions of Business of the SMBS in the respective valid version. With regard to the individual study programmes and other events, the rights and obligations of the parties to the contract are defined in greater detail by the content of possible programme or event information or other communications of the SMBS. Furthermore, the statutes of the University of Salzburg apply. The contracting parties of SMBS undertake to handle personal data in compliance with the DSGVO.

I. Registrations, Acceptance Process and Conclusion of Contract

The application (registration), respectively binding for the full course of study, is to be made in writing using the application form provided by the SMBS and where designated checked in accordance with the admission regulations of the respective further training programme (e.g. a concluded Austrian or equivalent degree, evidence of good foreign language skills, successful completion of an application interview). Registration counts as binding when submitted with a signature. Unless mentioned otherwise in the programme information, registrations are considered in the order in which they are received. Doctoral and master's study programmes and other university courses feature a limited number of study places. The SMBS (or the respective course administration) has, according to its conditions of study, the task and obligation of checking the personal and specialist suitability of the applicants, as well as their fulfilment of the formal requirements for admission.

In so doing, however, liability of the SMBS is excluded in any case relative to the applicant and those third parties on whose behalf and/or at whose cost the applicant attends the course in the event that unsuitability is not recognised by the SMBS during the checking process, with the exception of a case of gross negligence. In particular, the SMBS is not obliged to the applicant or named third parties to check the truth of any statements made during the application or of documents with which it is presented.

The SMBS (or course administration) retains the right to make a selection corresponding to the qualification of applicants in the event that the number of registrations exceeds the available participant places, or the didactically appropriate balance of participants makes this necessary.

After the registration deadline has expired and the admission criteria have been positively checked, the applicant is accepted by means of a written "pledge of a study place" on the part of the SMBS. In justified exceptional cases, a pledge of this nature can be offered early (at least 6 months before the beginning of the course) and before the registration deadline has expired. If a pledge of a study place of this nature is offered early, separate cancellation conditions apply (see Point III.1. and 2.).

The participant grants his/her consent to the electronic processing of the data of the participant with the registration. When a study place is granted, moreover, the participant declares his/her consent to the communication of his/her name, telephone and e-mail data to the administration of the course and, for the facilitation of internal communication, to fellow students, lecturers, persons entrusted with the organisation of the educational operation, cooperation partners of the SMBS contributing to the course booked by the participant, the FIBAA as an accreditation agency and the graduate organisation "SMBS Alumni". In principle, all personal details of the participants are to be handled in strict confidence and not to be passed on to third parties (with the exception of those named above). Our Data Protection Register number is 21092603.

II. Total Fees and Services

Registration applies for the full course and is binding. When the applicant is notified of their acceptance, a processing fee of € 150.00 for doctoral and master's courses or of € 75.00 for other university courses becomes due for payment, and is charged to the participation payment (= total fee). The total fee is to be paid within 14 days of the billing date and without any deductions. Study fees, examination fees and additional costs do not include value added tax, as the SMBS, as an adult education institution, is exempt from value added tax in accordance with § 6, Clause 1, Paragraph 11, Letter a of the Value Added Tax Law 1994. If a discount is granted – this is only possible from the course fee, excluding examination fee or additional costs – this is mentioned in the respective registration forms. Non-attendance of individual course lessons or parts of events in no way entitles the participant to a discount on the billing total.

MBA and MASTER study programs: if the agreed study period (MBA 4 semesters/MASTER 3 and 4 semesters) has expired, but not all items specified in the study plan (incl. master thesis and final presentation) have been successfully completed, SMBS charges an administrative fee of € 490.00 for each additional semester.

Further study programs: if the agreed (2 semester) study period has expired, but not all items specified in the study plan (incl. project work and final presentation) have been successfully completed, SMBS charges an administrative fee of € 245.00 for each additional semester.

Study documents are included in the total fee to the customary extent. Study documents are made available to the participants in electronic form. If the SMBS makes documents available in printed form, the participant is to bear the resulting costs. A supporting programme and break time drinks represent a voluntary additional service of the SMBS. The payment does not include the costs of travel, board and lodging of the participant, or any of their other disbursements.

Where possible, information is to be communicated between the SMBS, course instructors and participants via e-mail. The participant declares that he/she is prepared to manage an e-mail account for the duration of the study programme for the sending of information, documents, etc., and to retrieve the e-mails on a regular basis. The SMBS is not liable for damages or expenses incurred by the participant as a result of this information not being retrieved. In the event that it is not possible for the participant to manage an account of this nature, he/she is responsible for procuring this information by other means.

III. Cancellation Conditions

III.1. Doctoral and MBA Study Programmes

It is only possible to withdraw from a registration (cancellation) in writing. Participants can withdraw until 8 weeks prior to the beginning of the MBA study programme without paying the full fee, but only the processing fee of € 150.00.

In the event that the participant withdraws (in writing) less than 8 weeks prior to the beginning of the course, 40% of the course fee is paid as a cancellation fee or credited for a period of one year. In the event that the participant withdraws after the course has begun, the SMBS retains its claim to the total fee (100%), whether or not the student attends the course.

The cancellation fee lapses if a replacement participant satisfying the admission criteria in question – subject to the sequencing and selection authority of the SMBS – takes up this study place and the payments are rendered in full. Until this time, the participant who has withdrawn from the course is jointly liable for the full amount with the participant who has taken up the place on the course. In the case that the contracting party is not an individual person but a company, the company abstains from its possibility to make use of the judicial right of reduction for cancellation fees.

If the fixed pledge of a study place is made **early** (at least 6 months prior to the course has begun), the following cancellation deadlines apply in deviation from Clause 1 a participant may withdraw free of charge, other than the processing fee of € 150.00, within 8 weeks of the study place having been pledged. In the event that the participant withdraws (in writing) later than 8 weeks after the study place is pledged, 40% of the course fee is paid as a cancellation fee or credited for a period of one year. In the event that the participant withdraws after the course has begun, the SMBS retains its claim to the total fee (100%), whether or not the student attends the course. The cancellation fee lapses if a replacement participant satisfying the admission criteria in question, subject to the sequencing and selection authority of the SMBS, takes up

this study place and the payments are made in full. Until this time, the participant who has withdrawn from the course is jointly liable for the full amount with the participant who has taken up the place on the course.

III.2. MBL, MIB, MTD, MIM Study Programmes and Other University Courses

Participants can only withdraw from applications (cancellations) in writing. Participants can withdraw until 5 weeks prior to the study programme is to begin without paying a total fee, apart from the processing fee of € 150.00 or € 75.00.

In the event that the participant withdraws (in writing) later than 5 weeks prior to the course start, 40% of the course fee is to be paid as a cancellation fee or credited for a period of one year. In the event that the participant withdraws after the course has begun, the SMBS retains its claim to the total fee (100%), whether or not the student attends the course. The cancellation fee lapses if a replacement participant satisfying the admission criteria in question, subject to the sequencing and selection authority of the SMBS, takes up this study place and the payments are made in full. Until this time, the participant who has withdrawn from the course is jointly liable for the full amount with the participant who has taken up the place on the course.

In the case that the contracting party is not an individual person but a company, the company abstains from its possibility to make use of the judicial right of reduction for cancellation fees.

If the fixed pledge of a study place is made **early** (at least 6 months prior to the course has begun), the following cancellation deadlines apply in deviation from Clause 1 a participant may withdraw free of charge, other than the processing fee of € 150.00 respectively € 75.00 within 8 weeks of the study place having been pledged. In the event that the participant withdraws (in writing) later than 8 weeks after the study place is pledged, 40% of the course fee is paid as a cancellation fee or credited for a period of one year. In the event that the participant withdraws after the course has begun, the SMBS retains its claim to the total fee (100%). The cancellation fee lapses if a replacement participant satisfying the admission criteria in question, subject to the sequencing and selection authority of the SMBS, takes up this study place and the payments are made in full. Until this time, the participant who has withdrawn from the course is jointly liable for the full amount with the participant who has taken up the place on the course.

III.3. Other events

Cancellation of registration is possible for participants until 21 days before the event starts, without a course fee being due. In case of cancellation until 14 days before the event starts 50% of the course fees is due. In case of cancellation at a later point, the full course fee is charged, if the reasons for withdrawal lie with the participant.

III.4. General

Cancellations are only effective when made in writing; the date on which the cancellation is received at the SMBS is decisive for the keeping of the term.

The SMBS reserves the right to cancel a course or seminar, particularly due to the minimum number of participants not being reached. If such a cancellation is made up to eight days prior to the course/seminar begins, participants do not accrue any claims for damages or other compensation whatsoever. If a cancellation is made within eight days prior to the beginning, the SMBS is liable, under exclusion of any other claims, for travel and accommodation costs verifiably disbursed by participants, although such compensation is excluded in cases of acts of God or of minor negligence. Participation payments already made are to be refunded by the SMBS without deductions in such cases. The illness of lecturers counts in all cases as an act of God.

III.5. Distance Selling

If the participant is a consumer in the sense of the Employment Protection Act, and the contract has been concluded subject to exclusive use of one or more means of distance communication in the sense of § 5a of the Employment Protection Act, then the participant has the right to withdraw within a deadline of fourteen working days (Monday to Friday) from the day of the conclusion of the contract. It is sufficient for the withdrawal to be sent off within the deadline.

III.6. Termination

The full course booked represents a fundamentally indivisible unit that is only meaningful when completed in full. In addition to this, it is necessary for the SMBS to retain the full number of participants for the full duration of the course in order to guarantee the necessary interactions between the participants, group work, etc. For this reason, it is not possible in principle to terminate the contract. If the participant is a consumer in the sense of the Employment Protection Act, however, § 15, Paragraph 2 of the Employment Protection Act states that the consumer can terminate first subject to observance of a six-month period until the expiry of the second year, and thereafter subject to observance of the same period until the expiry of each half-year.

IV. Changes to Services

The programme of services of the courses and other events are planned long-term and subject to constant quality controls. Securing quality demands continuous adjustments. For this reason, the SMBS reserves the right to **continue developing the study schedule and changes** regarding event contents, days, sites and dates, as well as lecturers. Adaptations of this nature and possible short-term changes do not entitle the participant to withdraw from the contract, to reduce the study fees, or to make compensation claims.

V. Exclusion from Participation

To ensure that the aims of the event are achieved, the SMBS is entitled to exclude course or seminar participants from further participation with important reason (e.g. absenteeism, malicious disruption of the event or delay in payment despite warning and the setting of a period of grace of 14 days).

VI. Liability for Objects

The SMBS accepts no liability in case of theft, loss or damage to objects brought to the events, in particular objects of value and motor vehicles. Any misuse of the software or hardware made available within the framework of a course/seminar relating to the device can lead to compensation claims on the part of the SMBS or third parties.

VII. Privacy Policy

The SMBS works in accordance with DSGVO.

VIII. Miscellaneous

In the event that changes are made to the name, address or billing address of the participant, he/she is obliged to notify the SMBS of this immediately in writing. If there is no notification of change, communications to the participant count as having been received if they have been sent to the most recently known address or billing address. The participants are obliged to cooperate in the gathering of information connected with the accreditation of a study programme.

IX. Place of Jurisdiction and Effectiveness

These General Terms and Conditions come into effect as of 1. January 2017 and replace the General Terms and Conditions of Business in their previous version.

The exclusive place of jurisdiction for all legal disputes arising from the contracts concluded between the SMBS and its contractual partners is Salzburg. Should individual clauses of these conditions become ineffective, the effectiveness of the remaining conditions remains unaffected. In place of a possible ineffective clause, a clause is to be inserted which most closely resembles the economic purpose of the original clause as agreed. This contract is subject to Austrian law.

