

**STUDY CONTRACT**  
*between*  
**Friedensau Adventist University**  
*–hereafter FAU–*

Represented by Chancellor, Tobias H. Koch  
An der Ihle 19, 39291 Friedensau

and

name: \_\_\_\_\_

adress: \_\_\_\_\_

beginning academic year: \_\_\_\_\_

- course:
- Bachelor of Arts in Theology
  - Master of Arts in Theology
  - Bachelor of Arts Social Work
  - Master of Arts Social and Health Management
  - Master of Arts Music Therapy
  - Master of Arts International Social Sciences
  - Master of Arts Counseling
  - Master of Theological Studies
  - German as a foreign language

If a student changes his/her course of studies, this contract remains valid for the new course.

## 1. Preamble

Responsible body of Friedensau Adventist University is the registered society, Anstalten der Freikirche der Siebenten-Tags-Adventisten, Friedensau e. V., registered in the Stendal district court under reg. number 50142. FAU's goal is holistic education based on the biblical view of humanity.

As an educational institution of the Seventh-Day Adventist church, Adventist educational institutions follow ideological convictions. Teachers and students are expected to respect the social, religious and cultural background of others and the dignity of all. FAU is open to students with other convictions who desire a Christian education and respect the principles of the university. Students who come to Friedensau agree beforehand to accept the Adventist character of the school. In particular, this means respecting Adventist beliefs, refraining from using drugs, alcohol, and nicotine on the school campus, keeping all relationships honest, abiding by all contractual agreements and renouncing criminal acts. As a community, we wish to encourage each other to lead a deeply spiritual life. For this reason all students are expected to participate in religious events.

## 2. Agreements

- 2.1. For the purpose of this study contract, the academic and examination regulations in force at the time of the signing of the contract are considered to be agreed upon by both parties. Upon registration, the student will be given a current copy of the academic and examination regulations. Updates due to a change in the legal basis are considered agreed upon by both parties when such changes are publically posted.
- 2.2. In accordance with the academic regulations, the student is obliged to regularly attend lectures and seminars. Attendance is also required at obligatory lectures in a co-curriculum offered by the university.
- 2.3. The student must have health insurance with coverage beginning no later than the beginning of the academic year. Health insurance valid in the Federal Republic of Germany must be documented and coverage must be maintained for the entire enrollment period. If the student changes the insurance company or terminates health insurance, he/she must inform the university immediately. In case of change, the student must ensure that coverage is not interrupted.

If students fail to submit proof of valid health insurance, the university is authorized to name a health insurance provider that the student is obliged to contract with within two weeks. If a student is unable to document health insurance upon inquiry by the university and if the student cannot submit such proof within one week, the student will immediately be exmatriculated. In this case the university is authorized to terminate the contract without notice according to section 4.3 e) of this contract.

- 2.4. The student is obliged to use the email address [Matrikelnummer@stud.thh-friedensau.de](mailto:Matrikelnummer@stud.thh-friedensau.de), provided by Friedensau Adventist University.

He/she is obliged to call up his/her postbox regularly and delete messages if the postbox is full.

He/she is obliged to update his/her semester address in CampusNet. This address is decisive for the delivery of important messages

### **3. Fees and terms of payment**

- 3.1. The scale of charges and fees valid at the time of signing is part of the study contract between Friedensau Adventist University and the student. The university can make changes to the scale of charges as it deems necessary. Such updates can only be made at the beginning of the winter semester. Retroactive changes cannot be made. The update must take place by August 31st and is valid from the beginning of a new school year (usually October 1st). It can be found on the university website. The student has the right to give notice of termination of the study contract within 4 weeks after the publication of the updated scale of charges.
- 3.2. The cost of tuition and fees as well as payment conditions can be found in the contract documents and the financial bulletin. The student will receive a monthly statement of all debits on his/her student account.
- 3.3. The student agrees to comply with payment obligations on time. Failure to do so gives the university the right to admonish the student and in the case of further delay in payment to exmatriculate the student and terminate the contract without notice.
- 3.4. The student is liable for damage done to persons and possessions of FAU according to the German Civil Code unless otherwise specified in this or other binding contracts. The student is obliged to have liability insurance coverage valid in Germany for the entire duration of the enrollment period and to present proof of such insurance to the university.
- 3.5. If a student fails to submit proof of valid liability insurance, the university is authorized to name a liability insurance provider that the student is obliged to contract with within two weeks. If a student is unable to document health insurance upon inquiry by the university and if the student cannot submit such proof within one week, the student will immediately be exmatriculated. In this case the university is authorized to terminate the contract without notice according to section III. 3 e) of this contract.

### **4. Validity and Termination**

- 4.1. Unless otherwise agreed upon and subject to early termination by one of the parties to the contract, the study contract terminates no later than the end of the semester in which the student graduates. A statement regarding the termination of contract is not necessary in this case. The contract is valid during the entire actual study period at FAU, including academic leave semesters and sick leave semesters.
- 4.2. The student may terminate the contract without stating any reasons within 14 days before the end of a month. Notice of termination must be in writing. An extraordinary termination right for important reasons remains unaffected.
- 4.3. The university has no right to routine termination. The school has the right to terminate the contract without a notice if one of the following applies and this contract does not include other regulations:
  - a) recurring late payment despite previous warnings,
  - b) if the student is exmatriculated,
  - c) if the student repeatedly fails to comply with the spirit and regulations of the university or negatively influences others in a way incompatible with the principles and teachings of the university despite previous warnings,

- d) if the student repeatedly fails to fulfill the obligations of this contract and warnings had no effect,
- e) if the student has no health insurance and liability insurance valid in the Federal Republic of Germany,
- f) if the student has broken the law, leading to imprisonment,
- g) if the student calls for boycotts of events or leads others to disregard the university's rules.

4.4. If the study contract is terminated, the student will be exmatriculated.

## **5. Final Remarks**

5.1. The student agrees that punctual payment of all obligations ensures financial acceptance and the university can only operate on this basis and fulfill its own obligations (payment of salaries, teaching material).

5.2. In the event of individual provisions of this contract being or becoming ineffective, this does not affect the validity of the remaining clauses. The invalidity of individual clauses does not affect the validity of the contract as a whole. In place of an ineffective provision the effective provision which complies with the interests of the parties is considered agreed. If a solution in keeping with their interests cannot be found, the parties agree that the invalid provision will be replaced by one that most closely corresponds to the spirit of the invalid provision and the entire contract, taking into account the principles of reasonableness and good faith, common usage, and customary usage in similar business.

5.3. Verbal ancillary and variant agreements are not valid unless made in writing. A cancellation of the requirement regarding written form shall not be valid unless in written form.

5.4. The parties agree that the place of fulfillment is Friedensau.

5.5. The place of fulfillment for all disputes arising from this contract and its fulfillment shall be the district court in Burg.

Place, date

Student's signature

Friedensau,

Chancellor of FAU's signature