

## **APPLICATION FORM - DOCTOR OF BUSINESS ADMINISTRATION**

## PERONAL DETAILS

First name	Last name	Academic degree(s)
Date of birth	Place of birth	
Nationality	Male Gender	Female
Marital status		
	Postcode	Town/city
	Mobile	
	Date of birth Nationality	Date of birth Place of birth Male Gender Marital status

Email

Brief career history (in chronological order – current role/position first. Please enclose a CV with details of your full employment history.)

### Important!

#### Your application must include:

- Your completed and signed application form (including signed General Terms and Conditions of Business (T&C))
- Your CV (in English, 1 PDF document)
- Copy of your passport (1 PDF document)
- Copy/copies of your academic degree certificate(s) (in English, all copies together in 1 PDF document)
- Evidence of your professional experience (references) (in English, all copies together in 1 PDF document)
- Test results to prove that your command of English is at least CEFR reference level C1 (= IELTS 7.0 or higher), if English is not your first language (more detailed information available here)
- Applicant video (more detailed information available here)

## Please send the above by post to:

KMU Akademie & Management AG Hauptstraße 54, 4040 Linz Austria If you have any queries, please contact: Phone: +43 732 890 888-91 <a href="study-advisory@kmuakademie.ac.at">study-advisory@kmuakademie.ac.at</a>

Or by email to: application@kmuakademie.ac.at



# APPLICATION FORM – DOCTOR OF BUSINESS ADMINISTRATION

Package – DBA (please tick all the apply) Doctor of Business Administration (DBA) – 180 ECTS credits	(GBP) £26.000*
Banking and Insurance	Logistics
Corporate Consultancy	Management of SMEs or Corporate Management
Corporate Social Responsibility	Marketing
Digitalisation / Big Data	Public Administration and Management
Education Management	Real Estate Management
Energy	Restructuring
Environmental Management	Sports Management
Financing	Sustainability Management
Health Management	Tourism Management
Human Resource Management	-

The Doctor of Business Administration course (1 semester = half a year) is offered in partnership with Middlesex University. The fees specified include supervision by a supervisory team, all digital learning materials including software and login details for the online portals, and examination fees.

\* Tax-exempt in accordance with Section 6(1) sentence 11(a) Austrian Value Added Tax Act (Umsatzsteuergesetz – UStG)

Previous university-level studies (bachelor's degree, master's degree, Magister, Dipl.-Ing., etc.)

Institution	Town/city	Date	Main subject	Degree (title) & ECTS
Native language		Oth	er languages	
Have you applied to Midd	llesex University before	?		
Yes			No	
Have you applied for a do	ctoral programme befor	re?		
Yes, at		(university)	No	



# PAYMENT AGREEMENT - DOCTOR OF BUSINESS ADMINISTRATION

## Please select a currency in which the invoice should be issued\*:

Pound (GBP) Euro (EUR)\*\*

#### Please select a payment arrangement:

Single payment (at start) Or (the following payments by instalment will incur a 4,5% surcharge on the full tuition fee) 50% at the start; 50% 12 months later 50% at the start; the remainder in 18 monthly instalments 25% at the start; the remainder in 3 instalments of 25% 6, 12 and 18 months later 24 monthly instalments 36 monthly instalments 48 monthly instalments

\*Please note: The chosen currency will be used all over the study program. Any bank fees for transfers must be paid by the student.

\*\* British pound is standard currency. If you choose Euro currency, the tuition amount will be converted into Euros using the daily exchange rate on the day the invoice is issued.

## **INVOICING ADDRESS**

First and last name or company name		VAT ID no. (for companies, if registered)
Street address	Postcode	Town/city
Telephone	Email	

## Please tick off the documents enclosed. All documents listed are required.

Enclosed documents

Your completed and signed application form (including signed General Terms and Conditions of Business (T&C))

Your CV (in English, 1 PDF document)

Copy of your passport (1 PDF document)

Copy/copies of your academic degree certificate(s) (in English, all copies together in 1 PDF document)

Evidence of your professional experience (references) (in English, all copies together in 1 PDF document)

Test results to prove that your command of English is at least CEFR reference level C1 (= IELTS 7.0 or higher), if English

is not your first language (more detailed information available here)

Applicant video (more detailed information available here)

With my signature I confirm the correctness and authenticity of my entries in this form and my enclosed documents. With my signature I confirm my registration.

Place, date

Signature

**KMU Akademie & Management AG** 

4040 Linz, Hauptstraße 54 Fn 273129k VKB-Freistadt IBAN AT 88 1860 0000 1101 3695 BIC VKBLAT2L UID ATU62278902

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## GENERAL TERMS AND CONDITIONS OF BUSINESS (T&C)

## 1. General information

In the following text, any gender-specific references apply equally to women, men and gender-neutral persons.

#### 2. Scope of applicability, dissemination of information, basis of the contract

2.1. These General Terms and Conditions of Business (T&C) apply to all legal transactions entered into between KMU Akademie & Management AG and businesses and consumers, and services provided by KMU Akademie & Management AG to businesses and consumers, as defined by the Austrian Consumer Protection Act (KSchG) – both referred to below as the "Student". By applying for a study programme, the Student agrees with these General Terms and Conditions of Business and is bound by them.

2.2. The Student expressly agrees that all information relating to the formation of the contract and the course of study will be sent to the email address given in the application form. The Student undertakes to notify KMU Akademie & Management AG of any changes to his current email address without delay.

2.3. The Doctor of Business Administration study programme is governed by the Programme and Assessment Regulations and the currently valid version of the Programme Handbook.

#### 3. Application, conclusion of the contract, admission

3.1. Applications for the study programme must be made in writing. The application may be submitted either by email or online. The application form provided online must be completed in full.

3.2. Admission to the study programme may only be approved once the documents submitted have been found to meet the entrance requirements. Since the number of students may be limited, admission is also affected by the order in which applications are received. Application for the study programme is binding. The contract between the Student and KMU Akademie & Management AG takes effect (subject to the fulfilment of the entrance requirements) when confirmation of registration is received.

3.3. If the Student does not meet the entrance requirements, the tuition fee is not charged and the application is invalid, without any mutual claims. Amounts already paid will be refunded. The same applies if, during the process of application for a study programme, it is found that no student place is available (student places are limited).

#### 4. Payment terms, instalment agreement

4.1. All prices on the website and the application form are stated in pounds (GBP). (Tuition fees are tax exempt under the terms of Section 6 (1) (11) (a) Austrian Value Added Tax Act (Umsatzsteuergesetz – UStG)). Tuition fees are payable as soon as the invoice is received. Tuition fees may be paid via bank transfer.

4.2. If an instalment agreement is in place, a surcharge of 4,5% of the tuition fee will be added; this will be added to the instalment payments on a pro rata basis.

4.3. In the event of late payment, the statutory interest rates for late payment apply, i.e. 4% for consumers and 9.2% above the base rate for businesses, as agreed. Where there is an instalment agreement with a business, the entire remaining outstanding debt is due for payment in full without delay and without further reminders. If the Student is a consumer, KMU Akademie & Management AG will declare the outstanding debt due for payment in full when an instalment is at least 6 weeks overdue and the Student has been issued with a reminder allowing a 2-week grace period which has been unsuccessful.

4.4. Any form of price reduction (special offer price, group discount, sales promotion or similar) is granted on the condition that the Student fulfils the contract in its entirety. If the contract is terminated prematurely, KMU Akademie & Management AG reserves the right to subsequently demand the entire amount not including any price reductions and/or price of the sales promotions granted (e.g. equipment price).

4.5. Adherence to the agreed payment terms and payment date(s) is an essential requirement for participation in the study programme (including graduation). The full tuition fee must have been paid before the Student can graduate and receive graduation documents. KMU Akademie & Management AG reserves the right to suspend Students who do not meet their payment obligations on time. Access to study documents will be blocked, further supervision will cease and the Student will no longer be entered for examinations for as long as the amount is outstanding.

### 5. Retention of title

5.1. Until all existing claims against the Student have been settled in full, KMU Akademie & Management AG retains title to all items provided to the Student (e.g. DVDs, scripts, etc.). They may not be transferred to third parties, either as a copy or in the original.



#### 6. Right of withdrawal (cancellation policy)

6.1. If the Student is a consumer and entered into the contract using remote communication methods (in particular via email or online), the following applies: If the Student is a consumer he has the right to rescind the contract within 14 days, i.e. to withdraw from the contract, without giving a reason. The cancellation period is 14 days from the date of receiving the confirmation of registration. The contract may be cancelled either by using the cancellation form or by submitting a withdrawal declaration via a different method (e.g. email, post). If the cancellation takes place within the specified period, any instalment plan agreed is also deemed to be cancelled. The form for exercising a right of withdrawal can be downloaded via the following link:

#### https://www.kmuakademie.ac.at/fileadmin/DBA\_EN/withdrawal\_form\_FAGG.pdf

In order to exercise this right of withdrawal, it is sufficient if the declaration or completed cancellation form is sent, within the cancellation period allowed, to KMU Akademie & Management AG, Hauptstraße 54, 4040 Linz, Austria, Fax: 0732 890 888 10, office@kmuakademie.ac.at.

#### **Consequences of withdrawal:**

If the Student withdraws from this contract within the period specified, KMU Akademie & Management AG must refund all payments made by the Student without delay, and at the latest within 14 days of the date on which the communication regarding the withdrawal from this contract was received by KMU Akademie & Management AG. KMU Akademie & Management AG shall use the same method of payment used by the Student for the original transaction for the refund, unless a different method is expressly agreed with the Student; in no case should the Student incur any charges on account of this refund.

In the event of withdrawal, the Student undertakes to destroy all documents made available from the KMUnity within 7 working days.

6.2. Where payment of tuition fees in instalments has already been agreed with the Student when concluding the contract (see Section 4.2), the Student has the right to rescind the instalment payment agreement within 14 days of signing the agreement, thereby withdrawing from it. Furthermore, the Student has the right to rescind the contract (Study Contract) concluded, within a period of one week (subsequent withdrawal). This one-week grace period commences when the declaration of withdrawal from the instalment agreement is sent. Subsequent withdrawal is not permitted if the instalment agreement is concluded retrospectively.

In order to exercise this right of withdrawal, it is sufficient if the declaration is sent, within the cancellation period allowed, to KMU Akademie & Management AG, Hauptstraße 54, 4040 Linz, Austria, Fax: 0732 890 888 10, office@kmuakademie.ac.at.

#### 7. Study programmes, minimum duration of study, maximum duration of study

7.1. The study programme is organised as a distance learning programme. The learning content is made available on the Online Campus (KMUnity). The Student may choose freely when to use the services provided by KMU Akademie & Management AG, within the limitations of the minimum and maximum durations of study.

7.2. The minimum duration of study prescribed in Section 7.3 must be adhered to; if the duration of study is less than this, it will not be possible for KMU Akademie & Management AG to guarantee the organisational procedure. The duration of study is also restricted by the maximum study duration. The maximum duration of study is 7 years, beginning from the day admission is confirmed and access to the KMUnity Online Campus is activated. During those 7 years, all the necessary examinations and assignments must be completed successfully. If the time limit is exceeded KMU Akademie & Management AG will automatically exclude the Student. In this instance there is no claim to a refund of the tuition fee.

7.3. For the Doctor of Business Administration (DBA) study programme the minimum/maximum duration of study and the lecture periods are as follows: minimum duration of study 8 lecture periods (one lecture period = 6 months) = 4 years up to a maximum of 7 years from registration.

#### 8. Termination of the contract / settlement of the contract

8.1. The Student is entitled to terminate the contract without giving any reasons. The Student may first terminate the contract after the expiry of 6 months after the conclusion of the contract (receipt of confirmation of registration). If the contract is ordinarily terminated, settlement will be as follows: if the contract is terminated after the expiry of the first 6 months, 50% of the tuition fees will be charged. If the contract is terminated after the expiry of the first 6 months, but before the expiry of 12 months, 75% of the tuition fees will be charged; after that 100% will be charged - in each case with the addition of any agreed financing costs, together with costs as set out in Section 4.4 and interest at the rate specified in Section 4.3. The right of withdrawal as specified in Section 6 of these T&C remains unaffected by this.

8.2. In the event of contract termination, KMU Akademie & Management AG has the right to retain any tuition fees already paid in accordance with the settlement terms set out in Section 8.1.



8.3. Notice of termination must be made in writing. The date on which notice of termination is received will determine whether it has been submitted in good time. Delivery by registered post is advised. Termination by email will only be accepted in the form of a PDF document with an electronic signature. Once notice of termination is received, access to the Online Campus (KMUnity) will be blocked.

8.4. Additional remunerated services purchased separately, but linked to a study programme, may only be terminated in conjunction with the termination of the associated study programme; settlement will take place mutatis mutandis in relation to the termination of the associated study programme.

#### 9. Scope of services

9.1. The scope of the KMU Akademie & Management AG services includes, in partnership with Middlesex University (London), the provision of relevant lectures and learning aids using one or more data carriers or online via the internet; dispatch, receipt and correction of tests and examinations; the provision of advice to Students; graduation of Students who meet the graduation requirements; arrangement of a graduation ceremony; production and dispatch of confirmations of registration, which may be provided by KMU Akademie & Management AG and used by Students in accordance with their existing contracts. The cooperation partner reserves the right to make official changes to the curriculum. KMU Akademie & Management AG reserves the right to make the use of new services dependent on supplementary agreements and/or payments. Applying to the Doctor of Business Administration study programme does not entitle the applicant the right to a student place.

If KMU Akademie & Management AG is unable to provide a Supervisory Team or a student place, the tuition fee is not payable and the application is invalid and without any mutual claims; payments already made will be refunded.

9.2. KMU Akademie & Management AG reserves the right to transfer all rights and responsibilities arising out of this contract to another organisation. The Student gives his express consent to this. KMU Akademie & Management AG will ensure that the organisation taking over fulfils its contractual obligations. Students will be informed of this in an appropriate manner by the organisation taking over. In the event of the insolvency of KMU Akademie & Management AG, the cooperation partner has undertaken to fulfil all obligations arising out of this contract that are associated with the cooperative study programmes.

9.3. Tuition fees do not cover the following: the costs of additional equipment such as hardware and software, legal texts, reference works, the Student's own telephone, postage and data transmission costs, and the costs of travel, accommodation and subsistence incurred when participating in compulsory or voluntary events. The costs of seminars and examinations not conducted by KMU Akademie & Management AG will be charged. There will be no charge for the use of telecommunications media which exceed the normal telecommunications charges.

#### 10. Withdrawal of registration

10.1. Middlesex University / KMU Akademie & Management AG is entitled to withdraw students from the programme on the grounds of a serious disciplinary offence or on the grounds of failed examination assessments in the context of an individual study programme. Serious disciplinary offences include plagiarism, disclosure of information, especially of examination questions to a third party, or publishing such information. When applying for a study programme, the Student makes a solemn declaration that the information provided is correct and complete. False statements are another instance of serious misconduct and will result in a withdrawal of registration. Students are advised that all work is checked for plagiarism using appropriate software.

10.2. The submission of plagiarised work is grounds for a withdrawal of registration. In such a case, the Student will be charged 100% of the tuition fees. In the case of a minor instance of plagiarism or other academic misconduct, it may be possible to repeat the examination; this will incur an additional fee of GBP 200 for academic misconduct, which must be paid before applying to take the examination. In addition, when a withdrawal of registration is under consideration KMU Akademie & Management AG reserves the right to take further legal steps. If the Student has already graduated, the discovery of plagiarism will result in the revocation of the academic degree.

10.3. If examination papers or individual examination questions (in whole or in part) are disclosed to a third party or published, this will be subject to a penalty of GBP 5,000 or deregistration. In the event of deregistration, 100% of the tuition fees will be charged and will be due for payment without delay.

#### 11. Copies of degree certificates, final diplomas and documentary evidence

In principle, the price includes the degree certificate and final diploma. However, if the Student loses the originals and requests a duplicate this is subject to a flat rate administration fee of GBP 200.

#### 12. Examinations

All examinations are governed by the Programme and Assessment Regulations and the currently valid version of the Programme Handbook.



#### 13. Changes to the range of courses and study programmes

KMU Akademie & Management AG reserves the right to completely cancel advertised study programmes / courses / modules / examination dates for unavoidable reasons (e.g. a shortfall in the minimum number of students or the unavailability of the lecturer). In such a case, any participation fee already paid specifically for that event or course will be returned in full. Any further claims for damages are excluded insofar as the losses were not caused by the intentional acts or omissions or gross negligence of KMU Akademie & Management AG or a person connected with KMU Akademie & Management AG. Insofar as the overall planning of the study programme, course or module is not significantly impaired, KMU Akademie & Management AG reserves the right to provide a substitute lecturer or arrange for the event to be postponed to an appropriate time. This does not affect the right of the Student to terminate the contract.

#### 14. Copyright protection

The Student is aware that the content we make available via the online platform we run is protected by copyright. Any reproduction, distribution, provision of public access, or other use of this content which goes beyond private use is expressly prohibited for Students.

#### 15. Data protection

By applying, the Student consents to the handling and processing of personal details, in compliance with the provisions of the General Data Protection Regulation (GDPR), for the purposes of the study and examination programme, as well as to the sending of future information in connection with professional training; this consent applies until such consent is revoked. This data will of course be treated as confidential and will not be transmitted to uninvolved third parties under any circumstances. By applying for virtual or in-person events, the Student consents to the recording, storage and, where KMU Akademie & Management AG considers this necessary or appropriate, the reproduction or distribution of such a recording. The recording will be held securely in KMU Akademie & Management AG storage facilities, with access being granted exclusively to authorised persons and partners.

#### 16. Changes to the General Terms and Conditions of Business

16.1. KMU Akademie & Management AG reserves the right to update and make changes to the T&C. The currently valid version of the T&C, together with the validity date, has been published in a suitable format on the internet at www.kmuakademie.ac.at. KMU Akademie & Management AG will inform the Student of updates and changes by email to the email address given at the time of application. Unless the Student objects to the new version of the T&C within a period of 4 weeks, the T&C in their current, most recent version are considered to be agreed.

16.2. Express attention is drawn to the fact that official decisions by the cooperation partner, whether or not they affect the curriculum or the T&C, are to be implemented by KMU Akademie & Management AG, and do not give the Students an extraordinary right of termination or the right to claim damages.

#### 17. Miscellaneous

17.1. In the event that individual provisions of these T&C are invalid, this does not affect the validity of the remaining provisions.

17.2. Any amendments or supplements to this agreement require the consent of both contracting parties and must be made in writing in order to be effective.

17.3. Provided permissible by law, local jurisdiction is vested in the competent court responsible for the registered office of KMU Akademie & Management AG (Linz). Where consumers are concerned, the place of jurisdiction is defined as their place of residence. Austrian law is agreed as being applicable.

#### SIGNATURE – APPLICATION

As at today's date, I have read the KMU Akademie & Management AG T&C, including the withdrawal and cancellation policy; I declare that I agree with them, and my signature indicates that these T&C form the basis of my student contract. My signature also confirms the accuracy of the data I have provided.