



Information regarding data protection according to General Data Protection Regulation (DSGVO)

The following text is an English commentary on the user regulations for Mobility-Online at the Neu-Ulm University of Applied Sciences, helping you to understand the contents of the German document. The legally binding text remains the German version. Please refer to the German text if possible or seek advice in case of uncertainty.

1. Organization responsible:

Neu-Ulm University of Applied Sciences / Hochschule Neu-Ulm
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2. Data protection officer

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3. Purpose and consequences of non-disclosure

Personal data is levied as part of the online application for exchange places or for scholarships for stays abroad (online form and online application documents) as well as in acceptance of exchange places offered or acceptance of scholarships; this data serves to confirm an application and allow the allocation of exchange places or scholarships and administrative processing of stays abroad or scholarships.

The compulsory information is necessary for the administrative processing of valid online applications for exchange places and scholarships for stays abroad, and therefore for the selection process for exchange places and scholarships as well as confirmation and acceptance of the exchange place or scholarship offered. If the compulsory information is not given, then the application cannot be considered in the selection process for exchange places or scholarships. Further, applications, in the case of acceptance and confirmation, which do not have the compulsory information cannot be nominated to the partner university; this nomination is an essential pre-requisite for a stay abroad. In the case of acceptance and confirmation of offered scholarships where the compulsory information has not been given, payment of the scholarship cannot be made.

Giving further information is voluntary.

If you have given your permission for additional processing in the respective Mobility-Online steps, e.g. networking with students with the same destination, information for the International Office world map, willingness to participate in information events of the International Office, then your data (family name, given name, and email address) will be processed solely for that purpose.

4. Legal basis

Online application for exchange places and scholarships for stays abroad: the legal basis for the collection and processing of compulsory personal data is Article 6, para. 1 (e), para. 3 (b), General Data Protection Regulation (DSGVO) together with Article 4 of the Bavarian Data Protection Act (BayDSG) and Article 2 para. 4 of the Bavarian Universities Act (BayHSchG).

Student networking, International Office world map, information events and other consents: the legal basis for the collection and processing of the given personal data is Article 6 para. 1 (a) General Data Protection Regulation (DSGVO).

5. Duration of data storage

We will store your data only until the reason for its storage ceases to exist, on condition that there are no legal storage periods or legal periods of limitation which make possible the legal pursuance of resulting claims and which conflict with the deletion of such data; in this latter case, the processing of data is limited according to Article 18 of the General Data Protection Regulation (DSGVO).

Regardless of an offer or a rejection, the personal data from completed online applications for an exchange place or a scholarship for a stay abroad (online form and online application documents) is stored until the end of the student's studies at the HNU, when it is then deleted.

Exceptions to this are personal data (given name, family name, date and place of birth, email address, nationality, gender, study course, data concerning the stay abroad), and documents required for report purposes to external scholarship providers: National Agency for EU Higher Education Cooperation within the German Academic Exchange Service (Nationale Agentur für EU-Hochschulzusammenarbeit im DAAD) / European Commission for the Erasmus+ Programme, and the Bavarian Ministry for Science and the Arts for the scholarship 'Hochschule International', which are subject to an obligation to store data for a period of five years.

6. Data and transmission of data to third parties

All data and documents gathered through Mobility-Online are processed by the software company SOP Hilmbauer & Mauberger GmbH & Co. KG within the confines of the contract for data processing with the Neu-Ulm University of Applied Sciences. Other disclosure of data to third parties is made only in the form required for the processing of stays abroad and scholarship awards. In the case of confirmation of an exchange place, personal data are forwarded as part of the nomination for a semester abroad by the International Office to the respective partner university; in the case of scholarship awards for Erasmus+, data is disclosed to the National Agency for EU Higher Education Cooperation within the German Academic Exchange Service (Nationale Agentur für EU-Hochschulzusammenarbeit im DAAD) / the European Commission.

If you have agreed to the use of your data as part of the International Office's world map, (family name, given name, email address, study course), this data will be published on the world map in front of the International Office for the respective semester. If you have agreed to have your data (family name, given name, email address) forwarded to fellow students who are also going abroad in the chosen time period, this data will be made available to the people concerned.

7. Your rights

- Withdrawal of permission (Article 7 para. 3 General Data Protection Regulation - DSGVO)

If you have given permission for your personal data to be processed, e.g. in networking with students with the same destination abroad, data publishing for the world map of the International Office, willingness to take part in information events of the International Office, you have the right to withdraw this permission at any time, whereby the legality of processing data in the time between giving permission and withdrawing it is not affected. In this case, please confer with the International Office (international@hs-neu-ulm.de) or with those referred to in items 1 and 2 of this document.

- **Right to information (Article 15 General Data Protection Regulation - DSGVO)**

You have the right to ask for confirmation that your personal data has been processed; if that is the case, you have a right to information about this personal data and the details listed in Article 15 General Data Protection Regulation (DSGVO).

- **Right to correction and deletion (Articles 16 and 17 General Data Protection Regulation - DSGVO)**

You have the right to demand that incorrect personal data concerning you be rectified immediately, and that incomplete personal data be made complete. In addition, you have the right to demand that personal data concerning you be deleted immediately when the reason for this is established in Article 17 of the General Data Protection Regulation (DSGVO), e.g. when the data are no longer needed for the purpose pursued.

- **Right to restriction to data processing (Article 18 General Data Protection Regulation - DSGVO)**

You have the right to demand that processing of your data be restricted if a condition for this is given in Article 18 General Data Protection Regulation (DSGVO), e.g. if you have filed an objection to the processing, for the duration of a particular review.

- **Right to file an objection (Article 21 General Data Protection Regulation - DSGVO)**

If personal data has been collected on the basis of Article 6 para. 1 (e) General Data Protection Regulation (DSGVO), you have the right for reasons pertaining to your particular situation to file an objection to your data processing at any time. We will then no longer process your personal data unless there is evidence of compelling legal reasons which override the interests, rights and freedoms of the person concerned, or if the processing serves the enforcement, the exercise or the defence of legal claims.

- **Right of appeal to a supervisory authority**

On the basis of Article 77 General Data Protection Regulation (DSGVO), you have the right to appeal to a supervisory authority if you think that the processing of your personal data contravenes legal regulations concerning data protection. In this case, please take your complaint first to the data protection officer of the HNU named in item 2 of this document.

8. Data privacy statement of the Neu-Ulm University of Applied Sciences (HNU)

You will find the general Data Protection Statement of the HNU at <https://www.hs-neu-ulm.de/datenschutz/>

Agreement concerning the use of Mobility-Online at the HNU

1. About this user agreement

This user agreement sets out the conditions for the use of Mobility-Online (hereinafter referred to as MO) at the Neu-Ulm University of Applied Sciences (hereinafter referred to as the HNU). By logging in the first time to this service you accept this user agreement. This agreement is valid for all MO users. MO users are those people who, as part of online applications for exchange places or scholarships for stays abroad or in the preparation of or follow-up to stays abroad, record data in MO. The administrator for the system is Lisa Büchele, project coordinator for the implementation of MO at the International Office of the HNU.

2. Using MO at the HNU

MO is available free of charge to HNU students for the online application for exchange places and scholarships for stays abroad, and for the administration of stays abroad.

In general, every HNU student who has a valid HNU account as well as every exchange student who has been nominated for an exchange by a partner university and who has their own MO account, is entitled to use MO. Restrictions may arise, depending on the role of the participant. The right to use MO expires automatically when the student formally leaves the HNU.

3. Copyright laws

All the material made available to users via MO (information, texts, software, pictures, videos, graphics, audio recordings and other material) are protected by copyright laws. The respective authors retain all the copyrights. The deployment of this in research and teaching, for information, teaching and learning purposes is permitted, as is deployment for private use, e.g. copying, downloading and printing of content. All copying and / or making MO material available to third parties for commercial use during and after right of access is not permitted and will be prosecuted under both civil and criminal law. This also applies to making MO content available to those third parties who do not have access, e.g. through giving them a personal password.

4. Provision of information and material

Users of MO are personally responsible for the material that they put on the MO system (information, texts, software, pictures, videos, graphics, audio recordings and other material). It is their responsibility to make sure that documents do not have any illegal content and that they do not infringe third party rights, e.g. copyrights, personal rights.

Data made available may be viewed and checked any time by the platform administrators without express authorization. Material which has been uploaded on the HNU server which violates statutory regulations will be removed. This can also lead to the immediate removal of rights of the user. Registered users are required to the best of their knowledge and belief to refrain from activities and data entries in MO which could disrupt overall operations at the HNU.

5. Availability and changes of MO

The HNU retains the right to change or remove parts or particular functions of MO at any time. For system administration reasons, use and access to MO may be restricted without prior notice. The HNU endeavours to minimise periods when MO cannot be used, and to ensure that all the MO functions are available at all times. However, the users have no claim to constant availability of the MO service.

6. Liability

If a user is culpable of violating these user regulations or of violating legal obligations, that person is liable according to statutory requirements. The HNU is liable solely for gross negligence or intentionally committed offences. The HNU does not take responsibility for the correctness, accuracy, topicality, reliability and integrity of content. Users of material from MO do so at their own risk.

Careful reviews are made but the HNU is not responsible for content which lies outside of the HNU sphere of influence and to which there is a direct or indirect reference, e.g. with links. Responsibility for the content of a link lies solely with the referenced webpage provider. The HNU is not responsible for possible violations of third-party rights.

7. Other matters

By agreeing to these user regulations, the user accepts the validity of each individual regulation; the validity of one individual regulation is not influenced by the validity of another regulation.

The HNU reserves the right to change these user regulations in a reasonable manner at any time in order to take into consideration changes in the legal framework or position, pronouncements of the supreme courts, or the market circumstances. Users will be notified of any changes. By continuing to use the MO after being notified about any changes, the user agrees to the altered user regulations. The user regulations and the overall legal relationship between the user and the HNU is based on German law. To the extent permitted by law, the place of jurisdiction is Neu-Ulm.