Declaration of Consent (Incoming Exchange Students)

General terms of use for the International Office’s online portal (MoveOn) at the Technische Hochschule Nürnberg Georg Simon Ohm (Nuremberg Tech).

The regulations below apply to all users of the online services (online portal and online forms) provided by the International Office of Nuremberg Tech. The use of the online services is approved in accordance with data protection law by the data protection officer at Nuremberg Tech.

Enrolment and registration

As part of the registration process, the following data, known as inventory data, is saved in the online portal for each user: first name and family name, email address.

Voluntary use

Participation in and use of the online services generally occurs on a voluntary basis. However, the services are obligatory to those wishing to apply for and participate in/access any exchange programmes, funding etc. offered by the International Office.

Data protection

All personal user data collected as part of the registration process for the online portal and the completion of online forms is processed in accordance with the applicable statutory data protection provisions. This also applies to individual connection data saved in the online services which the system requires to be stored for a limited period of time.

Personal user data from incoming exchange students is only passed on to third parties if these third parties are directly involved in the study exchange of the students at Nuremberg Tech. (e.g. Student Advisory Service, Finance department, respective Faculty, Career Service, Club International, Student Services solely on request for accommodation in halls of residence and if necessary to the Federal Office for Migration and Refugees, in order to help apply for a “Certificate Entitlement to Stay in Germany for Study Purposes”).

In accordance with legislation (Art. 6 of the Bavarian Data Protection Law [BayDSG]), Nuremberg Tech is entitled to employ contractors to process data. It employs QS UniSolution GmbH, Wankelstraße 14, 70563 Stuttgart, Germany as a contractor.

All registered users may request from Nuremberg Tech at any time and in writing information relating to their personal data which is stored in the online services, or request that all of their data be deleted. Within the framework of the Erasmus programme and according to the general terms of the grant agreement, the user’s personal data must be stored for a period of five years after the completion of the mobility.

All other personal data will be stored for a period of three years after the completion of the mobility.

If a request is made for the data to be deleted during the application, the application will no longer be processed. If a request is made for the data to be deleted before the stay abroad is complete, the stay abroad may have to be ended prematurely, resulting in all the associated consequences.

Type of data saved

When registering on the online portal, data, known as usage data, which is collected from the time at which the online forms start to be used, is saved electronically in a database along with the inventory data; this includes data which is automatically collected and data that is entered by the user. The individuals responsible for the technical management of the online services (e.g. in the role of ‘Administrator’) and of the database
and web server have access to all personal data stored in the system. They may only use this data in such a way as is required to ensure the continued functioning of the online services. During authentication, the online services also use cookies known as session cookies. These cookies must be enabled in order to ensure that the user remains logged in from page to page when accessing the services. After closing the web browser, the cookie is deleted.

General responsibilities of the user

The registration process affords the user a simple, non-transferable right to use the online services. All users must comply with legal provisions, in particular those relating to copyright and data protection.

As a rule, users of the online services must not:

- change, delete or hide data, render data unusable and/or use data for any purpose other than that intended, without permission;
- distribute in particular materials from organizations which contradict the constitution, or the ideas of such organizations;
- post abusive, insulting or slanderous comments about others;
- damage the reputation of Nuremberg Tech.

Exclusion of users

In the event of a serious and/or repeated breach of these terms of use, the user concerned may be excluded from using the online services either temporarily or permanently. The administrators of the online services and the University Management are generally authorized to make decisions relating to such exclusions. Before imposing temporary or permanent exclusion on a user, a request must be made to the user to stop the offensive behaviour. Only if the user in question does not noticeably change their behaviour may the administration or the University Management decide to exclude the user. Excluded users may be re-granted access if it is ensured that the improper use will not be repeated in the future.

Liability

In the event of a culpable violation by a user with regard to legal responsibilities or the responsibilities set out in these general terms of use, the user is liable in accordance with the legal regulations. As the operator of the online services, Nuremberg Tech may only be held liable for grossly negligent or intentional violations of responsibility in the event of claims arising from breaches of contract or a criminal offence. With the exception of intentional damage, the extent of the liability assumed by Nuremberg Tech is limited to the value of the contract. Liability for consequential damage (e.g. loss of profit, financial losses) and incidental damage is excluded in the event of damage being caused by gross negligence.

Changes to the terms of use

Nuremberg Tech reserves the right to change and add to these terms of use with future effect. Nuremberg Tech is, in individual cases, authorized to make decisions through which the general terms of use are specified or expanded. Changes to the terms of use must be announced in writing on the website of the International Office of Nuremberg Tech, with a link to the web page on which the currently valid terms of use can be found.
Data protection declaration for the online portal and online form

By registering on the online portal for an exchange programme offered by Nuremberg Tech, the user transfers personal data directly to the International Office of Nuremberg Tech via the MoveOn online software provided by the company QS UniSolution GmbH.

The International Office collects the user’s personal data from the form completed during the application process. All data is handled in accordance with data protection regulations. All data is only collected, processed and used for the purposes of the user’s application. Furthermore, it is only processed and used by the University’s International Office. Personal user data from incoming exchange students is only passed on to third parties if these third parties are directly involved in the study exchange of the students at the Nuremberg Tech. (e.g. Student Advisory Service, Finance department, respective Faculty, Career Service, Club International, Student Services solely on request for accommodation in halls of residence and if necessary to the Federal Office for Migration and Refugees, in order to help apply for a “Certificate Entitlement to Stay in Germany for Study Purposes”).

By registering on the online portal, the user declares that they have read and understood the terms of use and the data protection information. The user is aware that personal data has to be provided in order to use the online services and is in agreement with this. The user is aware that, as long as their application has not yet been accepted, they may withdraw this declaration of consent at any time by emailing the International Office at international-office@th-nuernberg.de. The withdrawal of consent will result in the user being excluded from the application or selection procedure due to no data being available for processing.

Responsible party

The Data Protection Officer at Nuremberg Tech can be contacted under the email address datenschutz@th-nuernberg.de or via telephone under the number +49 911 5880 4200. Further information about data subject rights is available on our website.

By clicking the link and using the online portal you accept the above-mentioned general terms of use.

Technische Hochschule Nürnberg Georg Simon Ohm

Nuremberg, 1 October 2021