

**Administrative Regulations and Terms of Use of the central operating unit known as the
Sports Center
of Otto von Guericke University Magdeburg
dated 19.09.2018**

Based on §§ 99 para. 2, 79, 67 para. 3, no. 5, and 11 para. 6 of the Higher Education Act of the state of Saxony-Anhalt (HSG LSA) dated 14 December 2010 (Law & Ordinance Gazette LSA p. 600) as amended by article 7 of the law dated 25 February 2016 (Law & Ordinance Gazette LSA p. 89) in conjunction with § 4 para. 4 of the General Regulations of Otto von Guericke University Magdeburg dated 27 March 2012 (Ministerial Gazette LSA p. 307), in its session dated 19.09.2018, the Senate enacted the following Administrative Regulations and Terms of Use:

Preamble

Technical, cultural, economic and political developments are changing the “university” living environment in almost every functional system. University sports address this transformation in respect of its causes, processes and consequences, and in particular impart skills and sports knowledge as a physical counterbalance to the study activities of the students and/or the workload of its employees.

Otto von Guericke University Magdeburg¹ is committed to university sports; with this program it will promote, in accordance with its statutory duty (cf. § 3 para. 6 HSG LSA), the independent sporting activity of its members and associates.

**Part I
Administrative Regulations**

§ 1 Legal Position

The Sports Center (SPOZ) is a central, service-providing operating unit² within OVGU.

§ 2 Objectives and Duties

- (1) The SPOZ is responsible for providing programs facilitating voluntary independent sporting activity by the members and associates of OVGU within the framework of general university sports and under professional guidance.
- (2) The university sports offered by the SPOZ should comprise sports in all their organizational forms and should enable all members and associates to take part in sporting activity

¹ hereafter OVGU

² hereafter operating unit

(amateur and competitive sports). The activities available should aim to create a physical balance for members and associates, facilitate the practical implementation of organizational health promotion and act as a platform for social interaction.

- (3) The key task of university sports is to provide a varied and multifaceted education in amateur sport for students outside of any sports studies connected to a degree program. All activities offered by the SPOZ are therefore optional, promote social contacts and do not require a particular level of performance to be achieved.
- (4) With reference to the employees of OVGU, the objective is to provide a differentiated program of sporting activities that take into particular account age, attainment and interest. What is important, alongside the enjoyment of activity and exercising in a group, is the concept of prevention that must be implemented by the SPOZ.
- (5) The SPOZ (in cooperation with the university sports center of Magdeburg–Stendal University of Applied Sciences) offers a sports program in order to implement the aforementioned objective and remit. This includes varied sports classes and individual compact courses. Compact courses are intensive courses, workshops, more expensive week–long courses etc., which are held as a one–off and/or in compact form. As a general rule, sports classes take place locally, compact courses may also be delivered away from Magdeburg.
- (6) In consultation with the respective participating organizational units and committees of OVGU, the SPOZ also performs the following tasks:
 - a. initiation, support and evaluation of the sporting activities offered to the users,
 - b. initiation of compact sporting programs (week–long courses),
 - c. support for the organizational units responsible for operational health management, especially through
 - conceptual and organizational course planning for sporting activities offered to employees,
 - taking over managing the implementation of the courses and administrative management of the participants (among other things taking over registration management plus any invoicing/charging of fees for participation in the case of transfer by the organizational unit carrying out the (advanced training) program,
 - administration of the activity of training supervisors (drafting of contracts, settlement of accounts),
 - d. coordination and grouping of the activities offered through networking of relevant stakeholders from the university structures,
 - e. provision of a suitable infrastructure for sporting events incl. management of the use of sports facilities,

- f. provision of sporting equipment for carrying out the classes.
- (7) Furthermore, the Sports Center shall act as the central point for coordinating and financing the sending of members and associates of OVGU to national and international sporting championships at university level.
- (8) The role of the SPOZ also includes the organization of in-house sporting events and sporting competitions/championships.
- (9) Equally, the Sports Center shall also act as a networking partner in the implementation of university events organized by the “Media, Communication and Marketing” operating unit, the Operational Health Management, the Families Office and the Children’s University.

§ 3 Organization and Management

- (1) The Sports Center is presided over by a managing director³.
- (2) The Management is under the direct supervision of the responsible member of the Office of the President and is the line manager of all employees assigned organizationally to the operating unit.
- (3) Irrespective of the responsibility of the Office of the President and the university administration in budgetary, economic and personnel matters, the Management runs the day-to-day business of the Sports Center. In particular it is responsible for the
 - a. administration of the staff and equipment available to the operating unit,
 - b. coordination and cooperation with other bodies within and outside of OVGU,
 - c. coordination with the University Sports Center at Magdeburg–Stendal University of Applied Sciences.

§ 4 Reporting Requirements

The Sports Center reports on a regular basis to the Office of the President regarding the work undertaken and the use of the resources deployed.

Part II Terms of Use

§ 5 Entitlement to Use

³ hereafter the Management

- (1) The resources of the operating unit are available to members and associates of OVGU as users.
- (2) Subject to the conclusion of a separate cooperation agreement⁴, members and associates of other universities in the state of Saxony–Anhalt, taking into account the applicable constitution of the relevant university⁵, and persons who belong to a (research) facility outside of the university but based in Magdeburg with which OVGU has concluded a co-operation agreement, or who belong to Magdeburg Student Union, may make use of the Sports Center.
- (3) Furthermore, the resources of the SPOZ are also available to long-standing members of OVGU who are no longer employed by the university (retirees) upon one-off formal application to the Management. The form for this can be found at www.spoz.de/downloads
- (4) Priority access for the use of the resources of the SPOZ may be granted for individual groups of users. In cases of doubt, the Management shall decide.

§ 6 Imposition of Fees and Charges

- (1) For the university sports courses offered at the university campus, fees and charges will be levied in line with the cost of the activity and taking into account § 111 para. 8 HSG LSA.
 - a. For students, the course charges/fees are € 10.00 per course.
 - b. For other users, the exact amount of the course charges/fees is published on the SPOZ website.

Apprentices and disabled members/associates of OVGU and other universities pay the same charges and fees as students.
- (2) The charges/fees become payable upon binding registration.
- (3) For the use of the sauna, the bowling alley and the gyms (CampusFIT) a usage fee/charge will be levied in accordance with the current sports program, which can be found on www.spoz.ovgu.de.
- (4) The temporary loan of sporting equipment is only made to users who are taking part in the relevant course offering; a charge will be made for this. The exact amount of the charge is in line with the type of equipment loaned and can be found in the current sports program.

⁴ currently only Magdeburg–Stendal University of Applied Sciences – Magdeburg campus

⁵ hereafter designated as “members and associates of other universities”

- (5) For costly courses or courses requiring a high level of supervision, as well as for sports courses held off the university campus, higher charges/fees will be levied in line with the costs incurred.
- (6) In the case of sports trips and excursions, any costs and terms of cancellation will be set out separately and announced in the current sports program.

§ 7 Terms and Conditions of Participation

- (1) The entitlement to participate in a course initially requires an individual (online) registration by the user; this is not transferable to another person. If upon registration only one course participation is pre-booked, there is no entitlement to participate. A separate registration is required for each course.
- (2) Individuals shall only be entitled to participate in courses that are subject to a charge upon payment of the relevant fee/charge. This requires the user to issue a SEPA direct debit mandate.

§ 8 Withdrawal/Reimbursement

- (1) A condition for holding the respective course is achieving the minimum number of participants. This number is stipulated in advance and can be found in the course description on the SPOZ website. In the event that the minimum number of participants is not achieved, it is possible that courses may be combined. If it is not possible to combine courses, the course will not take place, and the charge/fee paid will be reimbursed.
- (2) It is only possible to change courses in agreement with the secretariat of the SPOZ. There is no entitlement to a place on another course should an individual wish to change.
- (3) If the collection by direct debit of the charge/fee is reversed (e.g. incorrect IBAN, insufficient funds, independent reversal of payment), the entitlement to participate in the course will lapse. The additional costs incurred in connection with a reversal of payment must be paid by the originator. In addition, an administration fee amounting to €25.00 will be payable and charged to cover the costs incurred by the SPOZ.
- (4) There is no entitlement to a refund of the charges/fees once a binding registration has taken place. This shall not apply if a course does not take place for reasons for which the SPOZ is responsible.
- (5) A student may withdraw at no cost from a course for which they have already registered up to three weeks from the start of a semester if the reason for the withdrawal is beyond the control of the student (among other things a change to their curriculum/timetable at the start of the semester). The further action to be taken will be decided upon by the SPOZ after receipt of a written notification.

§ 9 Obligations of Users

- (1) In respect of the infrastructure (sports facilities, sports equipment etc.) made available by the SPOZ, users shall be obliged,
 - a. to handle loaned inventory/sports equipment properly and with due care,
 - b. to immediately notify the course leader/the Management of any damage or malfunctions,
 - c. to obey the specialist instructions of the employees of the SPOZ.
- (2) The SPOZ may revoke the entitlement to participate in a course if an individual contravenes hall, sports facility or other applicable rules of use.

§ 10 Entry into Force

The Administrative Regulations and Terms of Use shall enter into force on the day following their publication in the Official Announcements of OVGU and shall be valid for the sports program from the 2018/2019 winter semester.

Magdeburg, 28.09.2018

Prof. Dr.-Ing. Jens Strackeljan
President
of Otto von Guericke University Magdeburg