

Agreement of payment for certain educational services concluded with a student of full time studies at the University of Warsaw upon the resumption of studies

Concluded on (date) between:

The University of Warsaw, based in Warsaw, at 26/28 Krakowskie Przedmieście, Warsaw 00-927, NIP 525-001-12-66, hereinafter called "The University," represented by

.....

acting on the authorisation by the Rector

and

.....

(name and surname)

residing in (town)

at (street)

holding and identity document

student file No. PESEL No

using the mailing address:

who has selected the field of study

hereinafter called "The Student,"

the Agreement provides as follows:

Whereas:

- The University of Warsaw is a public institution, financed from the state budget and operating under the act of 27 July 2005 – Law on Higher Education (uniform text, Journal of Laws 2012, item, 572, as amended; hereinafter called "The Act") and the Statutes of the University of Warsaw (hereinafter called "the Statutes");
- The Student's rights and obligations are defined by the provisions of the Act and the internal regulations of the University, and in particular The Rules of Study at the University of Warsaw (hereinafter called "The Rules of Study");
- Under Art. 160a of the Act, the terms of payment of fees related to higher education studies, referred to in Art. 98 section 1 point 5, and the fees charged for educational services, referred to in Art. 99 sections 1-5 of the Act, as well as their amounts, are regulated by an agreement concluded between the institution of higher education and the student;

- The decision to allow for the resumption of studies has been made in compliance with the procedure set by the Rules of Study at the University of Warsaw,

The Parties to this Agreement have agreed as follows:

§ 1

1. Full time studies at the University of Warsaw shall be free of charge, except for the fees stipulated in the Act, and especially the fees payable for:

- 1) Education offered in part time studies;
- 2) Courses which are re-taken due to failure to obtain course credit;
- 3) Studies conducted in a foreign language;
- 4) Courses not covered by the study curriculum, including classes taken to make up the learning effects required for the undertaking of second cycle studies in a given field;
- 5) Post-qualification studies, refresher courses and training programmes;
- 6) Procedures aimed at the confirmation of the learning effects
- 7) Issuance of a university diploma, a certificate, or any other document related to the course of study, including a student credit book, a student ID and documents certifying the completion of studies, as well as their copies;
- 8) Other cases provided in the Act and other regulations of the universally effective law.

2. The Student's right to attend paid courses referred to in section 1 above shall be conditional upon registration for those courses in a manner provided in the Rules of Study and making a fee payment by the deadline set by the head (the dean) of the competent organisational unit running the studies. The Student's participation in said classes shall be carried out in the form and on the terms determined in the Rules of Study and the approved study curriculum.

3. The amount of the fees referred to in section 1 points 1-8 are specified in the ordinance of the Rector No of (date), issued pursuant to Art. 99 section 2 of the Act (hereinafter called "The Ordinance"). The Ordinance shall be published in the UW Monitor. The information about the amount of the fees shall also be posted on the website of the University.

4. A list of fees applicable to the field of studies selected by the Student on the payment deadlines constitute an annex to date when this Agreement is signed shall constitute the annex to the Agreement.

§ 2

1. The amount of fees for educational services referred to in § 1 section 1 points 1-8 may change, including increase, in the case of changes in the study curriculum resulting in changes in the cost of running the courses, as well as changes in the costs referred to in Art 99 section 2 of the Act, in particular the cost of the development of the teaching staff and of the infrastructure, including depreciation and repairs. Changes to the amounts of said fees shall only be introduced by the Rector's ordinance referred to in § 1 section 3.

2. In the case of resignation from attending a paid course, the Student shall be obliged to pay for the part of the course from the beginning of the study term to the date the resignation

was submitted. In the same proportion the fee paid by the Student is for a course is refunded in the case of resignation after the date the payment was made.

3. In the case of removal from the list of students, the Student shall be obligated to pay for the part of the course from the beginning of the study term to the date when the decision to remove the student from the list of students became final.

§ 3

1. The Student may apply for a partial or total waiver of the applicable fees, based on a well substantiated request.

2. The manner and terms of the waiver is stipulated in the Resolution.

3. Decisions in individual cases shall be made by the head (the dean) of the unit running the studies, as provided by the resolution of the Senate referred to in § 3 section 2 above.

§ 4

In the event the Student is more than 30 days late with the payment of study-related fees, the head of the organisational unit running the studies (the dean) shall call upon the Student, in a manner adopted by the unit (faculty), to make, within 14 days, the due payment, plus the statutory interest calculated from the date of enforceability of the fee, with the instruction that in case of default within the said period the Student shall be removed from the list of students of a given field of study, in compliance with Art. 90 section 2 point 3 of the Act.

§ 5

1. The Agreement shall enter into force with effect from (date) and shall be valid until the Student has completed the studies, subject to premature termination due to the Student's removal from the list of students, including for the reasons stipulated in § 4 of the Agreement.

2. All changes to the Agreement shall be made in writing as annexes hereto, or else shall be null and void.

3. A student who for reasons attributable to his/her side fails to sign the Agreement at the latest 30 days prior to the commencement of classes may be removed from the list of students.

§ 6

1. The Student states that s/he is familiar with the Statutes of the University as well as the Rules of Study effective at the University and at the organisational unit running the studies in a given field, with which s/he could become familiar prior to signing the Agreement.

2. The Student shall notify the University in writing about any change in his/her personal data stated in this Agreement, including the address. The consequences of failure to perform this duty shall constitute the Student's liability.

§ 7

The Agreement shall not exempt the Student from the obligation to comply with the regulations existing at the University, and in particular with the provisions of the Rules of Study and other legal acts adopted by the university authorities.

§ 8

The Parties acknowledge that all disputes concerning the payment of fees for studies and other educational services which may arise from this Agreement shall be settled by civilian courts.

§ 9

The Agreement has been drawn up in two counterparts, one for each of the Parties.

STUDENT

UNIVERSITY

.....

(signature with full name and surname)

.....

(seal and signature of the unit head)