

**AGREEMENT ON THE TERMS OF PAYMENT FOR EDUCATIONAL SERVICES FOR  
FOREIGNERS**

**applicable to foreigners,  
stipulated in art. 43.4.2 in connection with section 3.4 of the act of 27 July 2005 - the  
Law  
on Higher Education (Journal of Laws of 2016 item 1842, as amended) pursuing  
study on the tuition fee basis**

made in Warsaw by and between the Warsaw School of Economics, al. Niepodległości 162,  
hereinafter referred to as the University, represented by the Dean of the Undergraduate /  
Graduate<sup>1</sup> Programme, acting upon SGH Rector's authorisation,

and .....  
domiciled in ....., ul.....  
holder of the passport No. ....  
e-mail: ....., Tel. ....  
hereinafter referred to as the Student.

Whereas, the University pursuant to the provisions of the act of 27 July 2005 - the Law on  
Higher Education (Journal of Laws of 2016 item 1842, as amended), hereinafter referred to  
as the Act and SGH Statutes:

- shall provide the Student with tuition in a suitably declared field of study - pursuant to the  
corresponding internal regulations, in accordance with the principles stipulated in the  
Rules and Regulations of the study at SGH,
- shall provide to the Student conditions for study - under the designed curriculum including a  
study plan compliant with the educational results determined by SGH Senate pursuant to  
the provisions of the Act, by: employing a qualified faculty team and team of foreign  
language instructors, providing premises compliant with legal regulations, offering  
assistance in performing professional internships, organising the educational process and  
providing administrative support thereto,
- shall issue to the Student - after the Student meets all the necessary requirements - a  
diploma of higher education,

the Parties shall enter into the following agreement:

**§ 1**

The purpose of the agreement shall be, pursuant to art. 160a.1 of the Act, setting the  
terms of payment for the following programmes:

- 1) Full-time first cycle<sup>1</sup>,
- 2) Part-time first cycle<sup>1</sup>,
- 3) Full-time first cycle with instruction in English in the field of .....<sup>2</sup>,
- 4) Full-time second cycle<sup>1</sup>,
- 5) Part-time second cycle<sup>1</sup>,
- 6) Full-time second cycle with instruction in English in the field of .....<sup>2</sup>.

**§ 2**

The Student shall undertake to timely settle, pursuant to the provisions of this agreement, the amounts due for tuition and other charges, specifically:

- 1) the tuition fee being a charge for a one-time delivery of the courses included in the curriculum and study plan of a given field of study, leading to obtaining a diploma of higher education in this field in one selected major;
- 2) charges for additional educational services set out in detail in the table of payments stipulated in § 8.

### § 3

1. The tuition fee and other charges due, along with their deadlines shall be outlined in the table of payments stipulated in § 8 and shall remain valid for the time period of the agreement.
2. The Student shall be obliged to present a proof of payment on demand of the authorised University employees.
3. The date of effecting a payment shall be the date of booking the amount to the correctly indicated in the Virtual Dean's Office system individual Student account run under the Bank account of the University.
4. Every delay in settling an amount or its part or making an incomplete payment shall result in the University charging a statutory interest on the overdue amount.
5. The amounts due to the University arising from this agreement shall be settled by the Student in euros without prior call in the deadlines stipulated in the agreement, table of payments or decision of a relevant University body to the correctly indicated in the Virtual Dean's Office system individual Student account run under the University bank account with an indication of the title of payment.
6. At the Student's request the University shall issue an invoice for the amount of the tuition fee paid. The application shall be filed with the relevant Dean's office in the time arising from the applicable tax law.

### § 4

1. Should there occur any delay in the payment of the fees and charges stipulated in § 3 of more than three months, the Dean may decide to remove the student from the student list. The provision of section 4, sentence two, shall be applied accordingly.
2. Programme resumption and a re-entry in the student list shall require executing a new agreement pursuant to the template valid for a given semester.
3. The necessary condition for making an agreement stipulated in section 2 shall be settling all overdue fee amounts with interest, pursuant to the regulations binding at the University.
4. Termination of this agreement by the University shall take place if the Student has been removed from the student list pursuant to the provisions of the Rules and Regulations of study at SGH. In such an eventuality the date of agreement termination shall be the day of the decision of removing from the student list becoming final.
5. The Student shall have the right to terminate this agreement effective as of the end of the month in which the resignation was filed with the relevant Dean's office. Agreement termination shall mean filing a programme resignation as of the date of agreement termination.
6. Filing a programme resignation by the Student, pursuant to the provisions of the Rules and Regulations of study at SGH shall mean terminating this agreement in the time stipulated in section 5.
7. Failure to take up study at the beginning of the subsequent semester shall be equivalent to a programme resignation, specifically by non-submission of the semester declaration and failure to attend classes, unless the Student can prove that he/she was not intending to resign and the failure to submit a declaration and attend classes was due circumstances beyond his/her control.
8. If the agreement termination follows section 4-7, the University shall refund the fee payment:
  - 1) in the case of repeating particular classes or attending the classes that were not accounted for in the study plan - for the classes scheduled after the date of agreement

termination and for which the student has paid upfront, but which he/she has not attended;

- 2) in the case of payment for one semester or year - for the time period from the date of agreement termination to the end of the period for which the payment has been made upfront, taking into consideration that the payment shall be refunded according to the number of weeks in which classes were scheduled (tuition weeks) taking place after the date of termination.
9. Pursuant to § 18.6 of the ordinance of the Minister of Science and Higher Education of 12 October 2006 on taking up and pursuing study and training by foreigners as well as their participation in research and development work, the payments of tuition fee stipulated in section 8 shall be refundable for the time of non-attendance if the foreigner has obtained a leave or discontinued studying due to a documented health condition or due to other documented unforeseen ill-fated reasons.
10. Regulations pertaining to a partial or complete exemption of the charges as well as postponing the payment deadlines shall be determined by the ordinance stipulated in section 9 and internal regulations of the University.

#### § 5

1. For resolution of any matters unaccounted for in this agreement the provisions of the Polish Civil Code shall apply, Polish regulations on consumer rights or regulations on the functioning of Polish higher education institutions as well as internal regulations issued by the University pursuant to the provisions of the generally applicable Polish law. The competent courts of jurisdiction over any disputes arising from this agreement shall be Polish courts of law.
2. By signing this agreement the Student represents that he/she has familiarised himself/herself with the Rule and Regulations of study at SGH available on the University website [www.sgh.waw.pl](http://www.sgh.waw.pl). The Student represents that the text of this agreement has been made available to him/her before signing and he/she familiarised himself/herself with it prior to signing.
3. The domicile address of the Student provided in this agreement shall be also his/her correspondence address for communication with the University unless the Student has indicated another correspondence address in the on-line admission form. The Student shall be obliged to immediately inform the University of any change to the correspondence address. Should this obligation be not met, all correspondence sent to the previously known address shall be deemed effectively served.
4. The Student who is not domiciled on the territory of the Republic of Poland shall be obliged to indicate an address for serving correspondence on the territory of the Republic of Poland or to appoint an agent for service in Poland for the purpose of serving administrative decisions issued by University bodies. Should this obligation be not met, decisions shall be left in the Student's record being deemed effectively served.

#### § 6

1. Any alterations to this agreement as well as its dissolution or termination shall require a written form otherwise being null and void.
2. The agreement shall expire upon the completion of the programme in the understanding of art. 167.2, subject to section 3.
3. The agreement expiry or termination shall not exempt the Student from the obligation to pay the overdue amounts to the University including overdue or current fees for issuing documents of the study record provided for in the applicable provisions of law.
4. The student shall be exempted from the charges arising from this agreement:
  - 1) in the time period when he/she has a status of a scholarship beneficiary of the Polish party or the sending party;
  - 2) if he/she studies on a tuition fee-free basis, without an opportunity to apply for scholarship facilities;

- 3) if any international agreements made by the Republic of Poland provide for no obligation of covering the costs of studying by the Student.
5. The date of agreement execution shall be the date of putting signatures by the Parties and if these dates are different, the later date shall be the date of agreement execution. Lack of date next to the Student signature shall not affect the validity of the agreement, in such an eventuality the date of agreement execution shall be the date put next to the Dean's signature.

#### § 7

This agreement has been made in two identical counterparts in Polish and two identical counterparts in English, one copy in Polish and one copy in English for each of the Parties. Should there arise any dispute related to this agreement, the agreement in Polish shall prevail.

#### § 8

The following annexes shall constitute an integral part of the agreement:

- 1) the table of payments for students of full-time and part-time first cycle programmes with instruction in Polish (annex No. .... to Rector's order No. .... of .....<sup>3)</sup><sup>1)</sup>;
- 2) the table of payments for students of full-time first cycle programmes with instruction in English in the field of :.....<sup>3)</sup><sup>1)</sup>;  
(annex No. .... to Rector's order No. .... of .....<sup>3)</sup><sup>1)</sup>;
- 3) the table of payments for students of full-time and part-time second cycle programmes with instruction in Polish (annex No. .... to Rector's order No. .... of .....<sup>3)</sup><sup>1)</sup>;
- 4) the table of payments for students of full-time second cycle programmes with instruction in English in the field of :.....<sup>3)</sup><sup>1)</sup>;  
(annex No. .... to Rector's order No. .... of .....<sup>3)</sup><sup>1)</sup>;
- 5) the table of payments for issuing documents of the study record stipulated pursuant to art. 192 of the Act.

The choice of the form of payment:

- lumpsum payment for the entire time period of the programme,  payment for one year of the programme,  
 payment for one semester,  payment for one year of the programme settled in 10 monthly instalments

Student  
(date, signature)

Dean of the Undergraduate/Graduate<sup>1</sup>  
Programme  
(date, signature and name stamp of the Dean)

Pursuant to art. 13 of the European Parliament's and Council of Europe's (EU) ordinance 2016/679 of 27 April 2016 on the matter of protection of natural persons in relation to personal data processing – General Data Protection Regulation [GDPR] (Journal of Laws of EU L 119/1 of 4 May 2016) SGH Warsaw School of Economics informs as follows:

1. Your data administrator shall be SGH Warsaw School of Economics with a registered seat at al. Niepodległości 162, 02-554 Warszawa.
2. The administrator has appointed a data protection inspector who shall oversee the accuracy of data processing and who can be contacted at the e-mail address: [iod@sgh.waw.pl](mailto:iod@sgh.waw.pl)

3. The purpose of personal data processing is acting on your behalf with the view to preparing an agreement and performing the executed agreement (art. 6.1.b of GDPR).
4. You have the right to access the contents of your data as well as to alter them and demand that the data stop being processed.
5. You have the right to lodge a claim to the supervisory body – President of the Personal Data Protection Office as soon as you find your personal data processing to be infringing on GDPR regulations.
6. Access to your personal data may be granted to other companies which, on behalf of the Administrator, fulfil tasks for which the use of personal data is necessary.
7. Your provision of personal data shall be voluntary, however a failure to do so shall make the preparation and performance of the agreement impossible.
8. Pursuant to executive regulations issued based on art. 192 of the Law on Higher Education the data shall be stored in the University archive for the time period of 50 years.

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<sup>1</sup> delete as necessary

<sup>2</sup> provide the officially adopted name of the field of study

<sup>3</sup> insert the data of the relevant legal act of SGH