

AGREEMENT ON THE TERMS OF PAYMENT FOR EDUCATIONAL SERVICES IN FULL TIME SECOND CYCLE STUDIES IN ENGLISH IN THE FIELD OF International Tourism, Hotel Industry and Leisure Services

applying to students holders of the Polish citizenship and foreigners stipulated in article 43.2.5a of the act of 27 July 2005 – the Law on Higher Education (continuous text Journal of Laws of 2012 item 572, as amended)

entered into on in Warsaw by and between the Warsaw School of Economics al. Niepodległości 162, hereinafter referred to as the University, represented by:

Dean of Graduate Studies,

acting on behalf of SGH Rector,

and

domiciled in, ul.....

holder of an ID/passport¹ No., 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 (continuous text Journal of Laws of 2012, item 572, as amended) and the Statutes of SGH:

- provides the Student with educational facilities in the appropriately declared field of studies – pursuant to relevant internal provisions and according to regulations stipulated in the SGH Rules and Regulations of study,
- provides the Student with suitable conditions for study – under a curriculum complying with applicable standards of education, by: employing a qualified faculty and foreign language teachers, providing the use of premises compliant with relevant standards, offering assistance in finding internships, organising the process of study and ensuring administrative support,
- issues a diploma of higher education after all the necessary conditions have been met by the Student,

the Parties undertake to enter into the following agreement.

§ 1

1. The purpose of the agreement is to establish, pursuant to article 160a.1 of the act of 27 July 2005 – the Law on Higher Education (continuous text, Journal of Laws of 2012, item 572, as amended), the terms of tuition fee payment.

¹ Delete as necessary

2. Under the tuition fee stipulated in the table of payments included in para 9.1 of the agreement, students have the right to participate in classes for which they can score 120 ECTS points. Students are entitled to participate in the classes for which they can score no more than 6 ECTS points without settling the tuition fee.

§ 2

1. A student studying in the full-time second cycle programme in English in the field of **International Tourism, Hotel Industry and Leisure Services**¹ undertakes to timely settle, pursuant to the provisions of this agreement, the amounts stipulated in the table of payments included in para 9.1 of the agreement.
2. Apart from the fees mentioned in section 1, the Student is obliged to effect payments of the amounts which have been outlined in Rector's order No. 15. of 25th of April 2014 on the payment for some documents of study record issued by the Warsaw School of Economics.

§ 3

1. The fees stipulated in para 2.1, subject to section 2, remain binding for the time period of the agreement.
2. Should the costs of starting and running a programme change as a result of circumstances beyond the University's control, the University shall reserve the right to adjust the fees stipulated in para 2.1 as appropriate, including an increase in these fees as of the beginning of the following semester. This does not apply to the amounts settled upfront.
3. The change in fees stipulated in section 2 shall not constitute an amendment to this agreement and must be communicated to the Student at one month's notice.
4. The tuition fee, stipulated in para 2.1 comprises the cost of developing and covering the academic curriculum. Should the curriculum be covered in the time period shorter than planned, the fee must be settled in full.
5. In justified cases of material hardship, at a documented Student's request in writing, SGH Rector may allow for the fee payment to be postponed, however the date of payment may not exceed the duration of the programme. The payment may be effected in installments in the amounts and on the dates stated in the table of fees as mentioned in para 9 indicating the time period for which the amount is paid. Should this time period be not specified, or should there be some overdue amounts, each payment must be acknowledged by the University.
6. The Student shall be obliged to present a proof of the fee payment when requested by the authorised University staff.
7. The date of effecting a payment shall be the date of booking the amount in the appropriate individual Student's account run under the University's bank account and indicated in the virtual Dean's Office.
8. Each delay in effecting the payment or its part as well as each payment of an incomplete amount shall result in charging a statutory interest on the amounts overdue.
9. The amounts due to the University arising from this agreement shall be settled by the Student in euros without prior call on the dates stipulated in the agreement, table of charges or by the decision of a relevant University body and transferred to the appropriate individual Student's account run under the bank account of the University and indicated in the virtual Dean's Office with the title of payment provided in the currency indicated in the relevant table of fees.

10. At the Student's request the University shall make an invoice for the amount paid. The application should be filed with the relevant Dean's Office in the time prescribed by the provisions of the tax law.

§ 4

1. Should any delay in payments stipulated in para 2 longer than 30 days occur, the Dean may resolve to remove the Student from the student list.
2. In order to resume studies and be reinstated to the student list a new agreement shall be required pursuant to the template form used for a given semester.
3. The condition for making the agreement stipulated in section 2 shall be the settlement all outstanding and past due amounts with interest and making a payment for the study resumption procedure in the amount determined for a given academic year pursuant to the regulations binding at the University.
4. Termination of this agreement by the University shall take place if the Student is removed from the student list pursuant to the provisions of the SGH Rules and Regulations of study. In such an eventuality, the date of termination of the agreement shall be the end of the month in which the Dean resolved to remove the Student from the student list.
5. The Student shall have the right to terminate this agreement in writing, becoming effective at the end of the month in which it was filed with the relevant Dean's Office. Termination of the agreement shall mean filing a declaration of resignation from studies.
6. Filing a declaration of resignation by the Student shall mean a termination of this agreement in the time stipulated in section 5.
7. Should the agreement be terminated pursuant to section 4-6, the University will refund the fee when:
 - 1) certain courses are repeated or extracurricular courses are attended – for the classes scheduled after the date of termination, which have been already paid upfront, but have not been attended by the Student;
 - 2) a semester or year are repeated – for the calendar months following the month of termination, until the end of the period, which have been paid by the Student upfront, assuming that every semester lasts 5 months.

§ 5

1. To any other occurrences unaccounted for by this agreement the provisions of the Polish Civil Code, the regulations for functioning of Polish higher education institutions and internal regulations issued by the University bodies shall apply. Polish courts shall have jurisdiction over the resolution of any disputes which may arise from this agreement.
2. By signing the agreement the Student shall declare that he/she has familiarised himself/herself with the SGH Rules and Regulations of study available on the University website www.sgh.waw.pl.
3. The domicile address given by the Student in this agreement shall mean also his/her correspondence address for the University, unless otherwise indicated in the online admission form. The Student shall be obliged to immediately inform the University of any change to his/her correspondence address. Should this obligation be not performed, any letters sent to the existing correspondence address shall be deemed as effectively served.

§ 6

1. Any amendments to this agreement as well as its termination or dissolution must be made in writing, otherwise being null and void.
2. The agreement has been executed for the time period of the studies to which it pertains.

§ 7

This agreement has been made in four identical counterparts, one copy in English and in Polish for each of the Parties.

§ 8

Should any dispute over this agreement arise, it shall be resolved based on the Polish counterpart.

§ 9

The following are integral parts of the agreement:

- 1) table of fees for students of full-time second cycle studies in English in the field of International Tourism, Hotel Industry and Leisure Services (annex 6 to Rector's order No. 39 of 5th of July 2016)³;
- 2) Rector's order No. 15 of 25th of April 2014 on the payment for some documents of study record issued by the Warsaw School of Economics.³

Student

(signature)

Dean of Graduate Studies

(Dean's signature and name seal)

I hereby agree / do not agree² to receive from the Warsaw School of Economics commercial information by electronic mail pursuant to the act of 18.07.2002 (Journal of Laws No. 144 item 1204, as amended) on supplying services via electronic mail.

Student

(signature)

¹ give the name of the field of study pursuant to the adopted terminology

² delete as necessary

³ complete details of the relevant legal acts of SGH