

AGREEMENT on the terms and conditions of payment for studies for foreign students

concluded on* by and between:

Powiślańska Szkoła Wyższa with its registered office in Kwidzyn at ul. 11 Listopada 29, entered into the register of non-public higher schools and unions of non-public higher schools maintained by the Minister of Science and Higher Education under serial number 166,
represented by: **mgr Natalię Parus, acting as Chancellor**
hereinafter referred to as “College” or “PSW”,

and

Mr./Ms.

with the following permanent address

(permanent address)

address for correspondence

personal ID number PESEL (if assigned): ., holder of passport series. no.

issued by

referred to below as “the Student”,
or jointly as “the Parties”,

whereby the following is agreed:

§ 1.

1. The object of this Agreement is to set out the terms and conditions of payment for studies for students who are not Polish citizens undertaking studies on a fee-basis, including fee amounts and terms of payment.
2. Subject to the terms and conditions of this Agreement, the College undertakes with relation to the Student to carry out the programme of higher education at the level, in the mode and in the field specified below and in the decision on the admission to studies which commence in the winter semester of the academic year **2018/2019**.

Level of study: 1st degree studies/ postgraduate studies**

Mode of study: full-time / part-time **

Field of study:

3. The educational programme will be implemented as set out in the plan and the Regulations of Studies. The plan of studies and the educational programme adopted by the Senate of the College are binding for the student.
4. The terms and conditions of studying, completing studies and awarding a professional title during **first-cycle/ post-graduate studies** are specified in the Higher Education Law of 27 July 2005 (Journal of Laws of 2017, item 2183) and the Regulations of Studies.
5. The College may decide not to initiate the programme of studies selected by the Student as indicated in section 3. The College will inform the Student about its decision no later than 14 days before the commencement of classes.
6. If, within 7 days of receiving the information referred to in section 5, the Student does not submit a written application for admission to another field of study or will not receive a decision on admission to this field of study, this Agreement shall be terminated, as a result of which all the obligations of the Parties set out herein shall expire.

§ 2.

1. The amount of tuition fees and dates of payment in the field of study chosen by the Student are set out in Annex 1 to this Agreement (hereinafter referred to as: Table of Fees for Foreigners) and in the Fee Regulations.
2. The Student undertakes to pay tuition fees within the dates indicated below:
 - a. for the full first year of study: until the date of receipt of the decision on admission to studies;

* to be completed by the College

** mark as applicable

- b. one-off payment for the full year until 15 September 15 of the year.
3. Students to whom the decision on admission to studies was issued on or after 15 September must pay the first tuition fee, depending on the selected method of payment, within 14 days from the date of issuing the decision on admission to studies.
 4. In the case the Student changes the field, level or mode of studies, he/she will be obliged to pay the fees on the basis of an annex to this Agreement, in the amount applicable to the new field of study, starting from the subsequent semester from which he/she starts the new field of study.
 5. In the case the Student, as a result of obtaining a leave from the College or repeating a year of study, changes the year of recruitment, defined as a group of students in a given field of study or specialisation pursuing studies in the regular course of study for the recruitment year, the Student will pay the fees applicable for the year which he or she joins.
 6. A student admitted for studies during the academic year or admitted to a year higher than the first year of studies is liable to pay tuition fees due for the current year of studies starting from the beginning of the semester to which he or she was admitted.
 7. The student is obliged to:
 - a. make timely payments of fees related to the course of study in the amount defined in the applicable Fee Regulations.
 - b. The fees referred to in letter a) must be paid by the Student to the appropriate bank account of the College indicated to the student. The date of payment shall be considered to be the date of crediting the College's account with the amount due.
 - c. In the case of late payment of a tuition fee, the Student is obliged to pay interest in the amount specified in the Fee Regulations applicable at the time the payment became overdue.
 - d. If the Student fails to pay the fees referred to in letter a) within the payment date and does not appear when called to provide explanations concerning the debt, the Dean may, in accordance with the provisions of Art. 190 (2) the Higher Education Law and the provisions of the Regulations of Studies, strike him off the list of students and terminate this Agreement.
 - e. Registration fees and other fees (eg. tuition), due and paid during the term of this Agreement in accordance with the Fee Regulations are not refundable regardless of the reason for deleting from the list of students, in particular in the case of failure to take up studies at the College or failure to continue education and in the case of termination of this Agreement by the College for other reasons referred to in the Regulations of Studies. Only the overpaid tuition fees for the period following the month of resignation or deletion from the list of students shall be refunded, in accordance with the provisions of the Fee Regulations.
 - f. In the case of failure to take up or stopping education, the Student undertakes to submit a written resignation. If such an application is not submitted, the status of the College student is valid and involves the obligation to pay the financial liabilities due for the period until the deletion from the list of students by the Dean in accordance with the Higher Education Law and the Regulations of Studies.

§ 3.

1. The student shall act in accordance with the contents of the oath and comply with the provisions of the Regulations of Studies, Fee Regulations and other orders and decisions issued by the College Authorities, applicable during the course of study.
2. The Student hereby confirms that he/she has read *the Regulations of Studies, the Regulations of Recruitment - recruitment rules and the Fee Regulations*.
3. The student is obliged to immediately notify the dean's office about the change of forename, surname, marital status and address details. In the case a notification about the change of address is not submitted, letters sent to the address last provided or the last personal details provided to the College shall be deemed delivered.

§ 4.

1. The amount and dates of additional fees related to the course of studies are set out in Annex 1 to this Agreement (hereinafter: Table of Fees for Foreigners).
2. Additional fees for a repeated semester or module shall be paid by the Student who repeats educational activities or, upon the dean's consent, pursues additional activities not included in the plan of studies – including an additional unit of activities constituting an additional specialisation, a specialisation or a specialisation path, and a Student who has been assigned fee-based programme differences in relation to a change in the course of study.
3. A student who resumes his/her studies is liable to pay a fee for resuming studies in the amount determined for a given academic year in the Table of Fees for Foreigners.
4. A student who has applied for a duplicate student ID or diploma, shall pay a fee for issuing a duplicate. The document shall be issued after the payment is documented.

5. Additional fees do not include the following costs:
 1. purchase of textbooks and other teaching materials;
 2. duplication of teaching materials.
 3. additionally, the payment of tuition fees does not make the Student a shareholder or partner and does not give him any control rights in relation to the College.

§ 5

1. A student who has received the dean's consent for a medical leave and as a result of this decision does not start to obtain credits for courses, shall not pay the tuition fee for any semester during which he or she is on a leave.
2. A student who has received a dean's non-health leave and submitted a leave application by 15 September in the case of a leave starting from the winter semester or by 15 February in the case of a leave starting from the summer semester, is not liable to pay the tuition fee for any semester during which he or she is on a leave.
3. A student who has received a dean's consent for a non-health leave and submitted a leave application after the dates specified in section 2, is liable to pay the tuition fee for the period from the beginning of the semester to the end of the month in which he or she submitted the application, in the amount set out § 7 section 7. The tuition fee paid for this period shall not be included in the tuition fee settlement.

§ 6

1. In each subsequent academic year, tuition fees and other fees related to the course of studies shall be increased by a ratio equal to the consumer price index for the calendar year preceding the year in which the indexation takes place, announced by the President of the Central Statistical Office. The first year of indexation is the academic year following the first year of the contract.
2. The College may waive the indexation referred to in section 1 or apply indexation by a lower value. Information about tuition fees and fees following indexation shall be published by the College in the Virtual Dean's Office, on the College website and on the notice board by 30 June.
3. As at the date of signing this Agreement, tuition fees and additional fees related to the course of study are exempt from VAT. In the event of amendments to regulations, tuition fees or additional fees related to the course of study will be increased by VAT at the applicable rate.

§ 7

1. The Student undertakes to pay fees related to the course of studies in a non-cash form to the bank account of the College indicated in Annex 2 to this Agreement.
2. The date of payment shall be considered to be the date of crediting the amount due to the College's bank account indicated to the student. For each day of delay in the payment of tuition fees and other fees related to the course of studies, statutory late payment interest shall be calculated.
3. In the case payable and outstanding fees are determined, the College will call on the student to settle them, and then, if this should be ineffective, send a written request for payment, for which the College shall charge a fee in the amount specified in Annex 1 to this Agreement. The College reserves the right to claim receivables due on account of overdue fees, including through collection proceedings outsourced to a third party, as well as in court.

§ 8

1. The parties have concluded this Agreement for the duration of the studies, subject to section 2 and 3.
2. The Agreement is subject to termination as a result of the deletion of the Student from the list of students.
3. Deletion of the Student from the list of students may take place at the Student's request (resignation). The date of resignation from studies shall be deemed to be the date on which the decision on deleting from the list of students is issued by the dean. The basis for issuing such a decision shall be submission of the application referred to above together with the cleared circulation card.
4. The student shall be deleted from the list of students due to non-payment of tuition fees or additional fees for studies or other reasons set out in the Higher Education Law following the procedure set out in the Regulations of Studies.
5. Deletion from the list of students does not relieve the Student from the obligation to pay all due amounts accrued up to the date of deletion and resulting from the provisions of this Agreement.
6. In case of reactivation, the student shall file an application for reactivation to the Dean's office. A fee shall be charged for reactivation of the student's status. The amount of the fee including the required payment date is indicated in Annex 1 to this Agreement.
7. A student who has been granted a favourable decision on reactivation of the student's status shall enter into a new Agreement for the provision of educational services with the Fee Regulations effective at the date of reactivation.

§ 10

1. In matters not regulated by this Agreement, relevant provisions of the Civil Code and the Higher Education Law, as well as the provisions of the College Statutes, Regulations of Studies and Fees Regulations and other orders and decisions issued by the College Authorities applicable during the course of studies shall apply.
2. Within 14 days of announcing amendments to the Regulations of Studies and Fee Regulations, the Student has the right to refuse to accept such amendments in writing. The refusal referred to in the preceding sentence shall be tantamount to termination of this Agreement by the Student with an immediate effect and resignation from studies at the College.
3. Any amendments to the Agreement other than those resulting from amendments to the regulations and other internal College documents shall not be valid unless made in writing, subject to §6.

§ 11

The parties will attempt to resolve any disputes which may arise out of this Agreement amicably, otherwise the parties shall submit them to the competent court in accordance with the provisions of the Code of Civil Procedure.

§ 12

This Agreement is drawn up in two identical copies, one for each party.

COLLEGE

STUDENT

.....
(authorized representative of the College)

.....
(legible signature)

Appendices:

1. Table of Fees.
2. Bank account number.