

Agreement on terms of payment for graduate studies at Collegium Da Vinci

concluded on (to be completed by the University) in Poznan by and between:

Collegium Da Vinci with the registered office in Poznan at ul. Kutrzeby 10, entered into the Register of Non-Public Higher Education Institutions under no. 90, hereinafter referred to as "University", represented by the Rector – prof. Marek Zieliński, Ph.D. Eng

and

Mr./Mrs. first name, middle name and last name, Personal Identification Number [PESEL] 00000000000, residing at: home address, correspondence address correspondence address, hereinafter referred to as the "Student" within the scope of the Agreement applicable from the moment of commencement of the studies.

§1

Subject-matter of the Agreement

The subject-matter of the Agreement is the determination of the terms of payment for the studies.

§2

Statement of the University

The University represents that it shall offer higher education on a fee-paying basis in majors which it is licenced to offer, and shall make sure that the studies are conducted in accordance with the applicable legal regulations, curriculum, with due care and with the aid of the adequately qualified scientific and teaching staff.

§3

Obligation of the University

Under the terms and conditions of this Agreement, subject to §4, the University undertakes to provide the Student with the possibility of pursuing his/her studies in higher education in a given field and at the level of studies to which the Student has been admitted, and also in the form chosen by him/her.

§4

Failure to launch a major

1. In the event of the low enrolment for the major, form of studies or level chosen by the Student, the University may take a decision to not launch such studies. The University shall notify the Student of the decision referred to in the preceding sentence not later than 7 days before the planned commencement of the courses of studies in the major, level and form chosen by the Student.
2. In the case stipulated in para. 1, upon a written request, including the request submitted in the electronic form by the Student within 7 days of the date of receipt of information about failure to launch the major, level or form of study chosen by him/her, the Student shall have the right to start education

on any other major launched by the University upon positive completion of the enrolment process for this major and provided that vacancies are available.

3. The launch of a language module, elective module or specialised educational path for a given major by the University is dependent on the enrolment of a sufficient number of students. Detailed rules are specified in the Regulations for Studies, available on the University's Public Information Bulletin website at <https://collegiumdavinci.bip.gov.pl/regulamin-studiow/> (hereinafter referred to as: 'Regulations for Studies').

§5

Term of the Agreement and terms and conditions subsequent

1. The Agreement shall be concluded for the learning period, i.e.:
 - a) until the date of passing of the diploma examination by the Student,
 - b) resignation of the Student from the studies
 - c) removal from the register of students
2. Detailed rules regarding withdrawal from studies and removal from the register of students during the course of study are set out in the Fee Regulations constituting Appendix 1 to this agreement (hereinafter referred to as the 'Fee Regulations') and the Regulations for Studies.
3. The Agreement shall be concluded on condition subsequent:
 - a) failure to meet the admission requirements specified in the admission rules available on the University's Public Information Bulletin website at: <https://collegiumdavinci.bip.gov.pl/articles/index/zasady-i-tryb-przyjmowania-na-studia/page:1>
 - b) the University decides not to launch the major, level or form of study chosen by the Student, and the Student does not decide to study another major, in accordance with the procedure specified in § 4(2) of the Agreement;
 - c) when the Student has not yet submitted the document referred to in § 5(6.1) or (7) of the admission rules, and the limit of vacancies for the chosen major, level or form of study has been exhausted.

§6

Payment system

1. The Student undertakes to pay the tuition fee in the payment scheme covering *[number of instalments]* and other charges related to the curriculum, in the amount stipulated in the appendices to this agreement, which constitute its integral part.
2. Upon request of the Student submitted in the manner set out in § 4(4) of the Regulations for fees related to the curricula of graduate studies at Collegium Da Vinci, which constitutes Appendix No. 1 hereto, the payment scheme may be altered. The alteration shall not require any amendments to this Agreement.
3. Pursuant to Article 80(3) of the Higher Education and Science Act of 20 July 2018, the amount of fees related to the course of study may be indexed once a year, starting from the second year of study, by no more

than the consumer price index for the calendar year preceding the year in which the indexation is made, announced by the President of the Central Statistical Office, pursuant to Article 94(1)(1)(a) of

the Act of 17 December 1998 on pensions and disability pensions from the Social Insurance Fund, by a total of no more than 30% of the amount of the sefees.

§7

Rules for the payment of fees

The Student shall pay the fees related to the curriculum in a non-cash form, using an individual bank account number, which is provided to the student:

individual account number: [specify the individual bank account number assigned to the Student].

name of the bank: Santander Bank Polska SA / Bank address: Al. Jana Pawła II 17, 00-854 Warsaw

BIC/SWIFT: WBKPPLPP

recipient: Collegium da Vinci, ul. gen. T. Kutrzeby 10, 61-719 Poznan

title: name and surname of the student, name of major, form of study

§8

Delays in payments

1. Statutory interests shall be calculated for each day of delay in the payment of the tuition fees and other charges related to the curriculum.
2. In the event of failure of the Student to pay the fees specified in the Regulations for fees related to the curricula of graduate studies at Collegium Da Vinci, or if such a payment is made in an untimely manner, the University shall be entitled to claim these receivables at court.
3. The court having competent subject matter jurisdiction to settle disputes arising from the performance or interpretation of this Agreement shall be the court competent under the code of civil procedure.

§9

Statements

1. The student hereby declares that they have read this agreement and its appendices, which form an integral part hereof, and undertakes to comply with the provisions contained herein.
2. The Student hereby represents that he/she has become familiar with the Study Regulations, available at the website of the Public Information Bulletin of the University [<https://collegiumdavinci.bip.gov.pl/regulamin-studiow/>] and undertakes to comply with the provisions contained therein.
3. The Student undertakes to abide by the Regulations as well as the organisational and procedural orders of the University and other internal acts of the University
4. The Student undertakes to notify the University immediately of any changes related to personal details or addresses, including but not limited to the surname, home address and correspondence address.
5. The Student shall give his/her consent to deliver any letters, decisions and notifications by means of the Virtual University Platform and the University electronic mail.

§ 10

Withdrawal from the Agreement

1. If the agreement is concluded remotely or outside the seat of the University, the Student shall be entitled to withdraw from the Agreement within 14 days without giving any reason for doing so. The period for withdrawal from the Agreement shall start to run from the date of conclusion hereof. The period for withdrawal referred to in the preceding sentence shall be deemed to have been observed, if the statement regarding the withdrawal from the Agreement is sent before the expiry of that period. If the 14-day period referred to in the first sentence above coincides with the date of payment for studies, the student shall not bear any costs related to withdrawal from studies.

2. Up to the date on which access to the Virtual University portal for students is granted, in order to withdraw from this Agreement, the Student should submit an unequivocal statement, for example, a letter sent, by e-mail to rekrutacja@cdv.pl or by means of the recruitment system - the date of receipt on the letter containing this statement is sent shall count. The specimen of the Agreement withdrawal form is given in Appendix 2 to this Agreement. The Student may use the specimen, which constitutes Appendix 2 to the Agreement, however, he/she is not obliged to do so. Once access to the Virtual University portal has been granted, the application must be submitted electronically through the portal pursuant to §3(4) of the Regulations for Studies, using the Applications and decisions tab .

§11

Personal data processing

1. Pursuant to the Regulation of the European Parliament and of the Council 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, the administrator of the processed personal data of students is Collegium Da Vinci with its registered office at ul.: Gen. Tadeusza Kutrzeby 10, 61-719 Poznań, Tax Identification Number [NIP]: 7831121773, Business Registry Number [REGON]: 630705827, entered into the Register of Non-Public Higher Education Institutions and Associations of Non-Public Higher Education Institutions under number 90.

2. Collegium Da Vinci has appointed the personal data inspector (PDI), who can be contacted in the event of any uncertainty regarding the personal data processing. Contact: e-mail address: iod@cdv.pl

3. By taking advantage of the presented offer to participate in graduate courses, students agree to the processing of their personal data.

4. The students' personal data processing notice can be found on the university's website: <https://cdv.pl/o-nas/dane-osobowe>

§12

Final provisions

1. In matters which are not covered by this Agreement, the provisions of the Higher Education and Science Act as well as the provisions of the University Statutes, Study Regulations and Civil Code shall apply.
2. Any amendments to the provisions of this Agreement shall require at least a written form under pain of being null and void.

3. In the event of resumption of the studies by the Student and the continuation of the learning process during the same academic year, this Agreement shall apply, if the subject-matter of the agreement still remains unchanged, save for the obligation to make payments for the resumption of the studies.

.....
(legible signature of the student)

.....
(signature p.p. Rector of the University)

Appendices:

1. Regulations for fees related to the curricula of graduate studies at Collegium Da Vinci including appendices.
2. Specimen of the form for withdrawal from the Agreement.

Appendix No. 2 to the Agreement on terms of payment for graduate studies at Collegium Da Vinci
Specimen of the form for withdrawal from the Agreement.

Poznan, dated

.....
Name and surname

.....
Contact phone number

.....
E-mail address

FORM FOR WITHDRAWAL FROM THE AGREEMENT

I

residing at

hereby declare that I withdraw from the Agreement on terms of payment for graduate studies at
Collegium Da Vinci concluded on for the following major:

.....
in the following form: full time / extramural*

for the following reasons:

.....
.....
.....

.....
(legible signature of the student)

*delete as appropriate