

Agreement on terms of payment of for the studies

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 – Mr. Krzysztof Nowakowski Ph.D. Eng.,
and

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

§1

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

§2

The University shall represent that it offers 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, study programme, with due care and with the aid of the adequately qualified scientific and teaching staff.

§3

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

§4

1. In the event of the low recruitment level in the major or form of studies 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 selected by the Student.
2. In the case stipulated in para. 1, upon a written request submitted by the Student within 7 days of the date of receipt of information about failure to launch the major chosen by them, the Student shall have the right to start education on any other major launched by the University upon the positive completion of the enrolment process for this major.
3. If the student has not submitted the request referred to in para. 2 within the time limit indicated in this provision, they shall be deemed to have resigned from the education proposed by the University and the Agreement shall expire.

§5

1. The Agreement shall be concluded for the learning period, i.e. until the date of passing of the diploma examination by the Student, resignation of the Student from the studies or removal from the register of students – pursuant to this Agreement and regulations applicable at the University.
4. In the event of insufficient interest in the courses or specialisations or language modules or any other offered modules chosen by the Students in the study programme, the University shall take a decision not to launch them, however not later than 7 days before the planned commencement of courses in the specialisations, language modules or other offered modules selected by the Student.
5. In the case stipulated in para. 4, upon a written request submitted by the Student within 7 days of the date of receipt of information about failure to launch the course or specialisation or language module or any other module chosen by them, the Student shall have the right to start education on any other course,

specialisation, language module or module launched by the University.

§6

1. The Student undertakes to pay the tuition fee in the payment scheme covering [number of instalments] instalment/s and other charges related to the study programme, in the amount stipulated in the annexes to this agreement, which constitute its integral part.
2. The Student who begins their studies at a later time than the beginning of the academic year, based on an individual decision of the Dean, in the event of admission to the studies after the expiry of the deadline for the payment of the tuition fee for a given month, is obliged to pay the tuition fee and the fee for the remedial education, which covers the period of absence of the student from the date of commencement of the course of studies to the date of admission of the student, within 7 days of the date of admission of the student. The fee for the remedial education is equal to the amount of the tuition fee due for the period of absence of the student, and the sum of the fee for the remedial education and the tuition fee may not exceed the total payment related to the tuition fee for a given academic year. The students who selected the payment scheme based on 12 instalments, are obliged to pay the relevant part of the instalments of the tuition fee and the supplementary fee for the remedial education within 7 days of the date of admission of the student.
3. The Parties agree that the remedial education shall be understood as making up for the materials and knowledge by the Student with the help the teachers by: the possibility of individual consultations with the teachers with regards to the material covered during the classes which were held before the admission of the student to the studies, by making the covered material available to them on an individual basis and by indication of the manner in which the students can make up for this knowledge. The organisation of individual courses for the Student does not fall within the scope of the remedial education.
4. Upon request of the Student submitted in the manner set out in § 4, para. 4 of the Regulations for fees related to the curriculum at Collegium Da Vinci, which constitutes Annex No. 1 hereto, the payment scheme may be altered. The alteration shall not require any amendments to this Agreement.
5. The amount of the tuition fees and other charges related to the curriculum referred to in para. 1, may be subject to changes with each subsequent academic year, by an amount calculated on the basis of the annual consumer price index (inflation) for the preceding calendar year, announced by the President of the Central Statistical Office, however by no more than by 5% in the course of the entire education cycle within the framework of the given degree.
6. The information about the amount of the tuition fees and other charges, during each subsequent academic year, including but not limited to the changes following from para. 3, shall be published by the University on the Virtual University platform by 5 June, during the year which precedes a given academic year; whereby the University shall notify the Student of this fact in the manner specified in § 10, para. 3
7. The Student represents that they have become familiar with the contents of this Agreement and the annexes which constitute the integral part hereof, and shall observe the provisions included herein.

§7

The Student shall pay the fees related to the curriculum in a non-cash form, using an individual bank account number, which is assigned to the student: Raiffeisen Bank [specify the individual bank account number assigned to the Student].

§8

1. The University shall remove the Student from the Register of Students upon their written request (resignation) and on the basis of the Higher Education and Science Act and Study Regulations.
2. The removal from the register of students in the case of resignation from the studies shall take place on the basis of the submission of the written resignation by the Student, in accordance with the Study Regulations. The removal shall take place on the day indicated by the Student, however not earlier than at the date of receipt of the resignation by the University, and if such a date was not determined by the Student, at the

- date of receipt of the resignation by the University.
3. The removal from the register of students resulting from the failure to make payments for the studies shall take place in the form of the administrative proceedings, which the University shall open in the event of finding any due and unpaid charges upon the prior call of the Student to pay the amounts due.
 4. 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.

§9

1. Statutory interests shall be calculated for each day of delay in the payment of the tuition fees and other charges related to the study programme.
2. In the event of failure of the Student to pay the fees specified in the Regulations in relation to the study programme 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.

§10

1. The Student hereby represents that they have become familiar with the Study Regulations and the Regulations for Fees related to the curriculum at Collegium Da Vinci; they undertake to abide by these Regulations as well as the organisational and procedural orders of the University.
2. 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.
3. The Student shall give their consent to deliver any letters, decisions and notifications by means of the Virtual University Platform and the University electronic mail.

§ 11

1. This Agreement shall be subject to termination, if:
 - 1.1. The Student is removed from the register of students;
 - 1.2. The Student graduates from the studies;
 - 1.3. The Student changes the University;
 - 1.4. The University decides not to launch the major selected by the Student and the Student fails to take a decision on studying another major according to the procedure indicated in § 4.

If the distance contract is concluded or if the agreement is concluded 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.

2. In order to withdraw from the Agreement, the Student should make an unambiguous statement (for instance, a letter sent by mail or electronic mail – the date of sending of the letter containing such a statement shall be decisive). The specimen of the Agreement withdrawal form is given in Annex No. 2 to this Agreement. The Student may use the specimen, which constitutes Annex 2 to the Agreement, however, they are not obliged to do so.

§12

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.

§13

Any amendments to the provisions hereof, save for § 6 para. 2, second sentence, shall require the written form under pain of being null and void.

§14

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

.....
[name and surname of a Student]

.....
as authorised by: the Rector of the University
signature

Annexes:

1. Regulations for fees related to the study programme at Collegium Da Vinci including annexes.
2. Specimen of the form for withdrawal from the agreement.

ANNEX No. 2

SPECIMEN OF THE FORM FOR WITHDRAWAL FROM THE AGREEMENT

(the form must be filled in and sent back only in the event of the willingness to withdraw from this agreement)

- Addressee: Collegium Da Vinci in Poznan, ul. Gen. T. Kutrzeby 10, 61-719 Poznań

Content:

– I (...), residing at (...), hereby declare that I withdraw from Agreement on the terms of payment for the studies No. (...) concluded on (...)

– Date:

– Consumer's signature:

(only if the form is sent in the paper format)