
Agreement on terms of payment 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 – Ph.D. .

and

Mr./Mrs. **first name, middle name and last name, Personal Identification Number [PESEL] 0000000000**, 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

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

§2

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

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

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. If the student has not submitted the request referred to in para. 2 within the time limit indicated in this provision, he/she 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, change of the university by the Student or removal from the register of students – pursuant to this Agreement and regulations applicable at the University.

2. The Agreement shall be concluded on condition subsequent - failure on the part of the Student to submit the document referred to in § 4 (3.1) (in the case of enrolment for first-cycle studies) or in § 4(4) (in the case of enrolment for second-cycle studies) to the University, the document - “Terms, procedure and date of commencement and completion of enrolment for graduate studies at Collegium Da Vinci in the academic year 2024/2025”, constituting an Appendix to Senate Resolution No. 1 of 26 June 2023, by 30 September 2024 (hereinafter: “ Terms and Conditions”) and, in the case of enrolment in the field of Graphics, also failure to meet the enrolment requirements set out in § 8 (1-20) of the Terms and Conditions and, in the case of enrolment in the field of Game Development, also failure to meet the enrolment requirements set out in § 9 (1-19) of the Terms and Conditions.

3. In the case of enrolment for Computer Science - second-cycle studies, and E-commerce - first-cycle studies - the Agreement shall be concluded on condition subsequent - failure on the part of the Student to submit the document referred to in § 4 (3.1) (in the case of enrolment for the first-cycle studies) or in § 4(4) (in the case of enrolment for the second-cycle studies) to the University, the document – “Terms, procedure and date of commencement and completion of enrolment for graduate studies at Collegium Da Vinci in the academic year 2024/2025” constituting an Appendix to Senate Resolution No. 1 of 26 June 2023, by 30 September 2024, and in the case of enrolment for Computer Science - second-cycle studies, also failure to meet the enrolment requirements set forth in § 7(1-19) of the document – “Terms, procedure and date of commencement and completion of enrolment in the following majors: E-commerce – first-cycle studies and Computer Science – second-cycle studies in the academic year 2024/2025” constituting an Appendix to the Senate Resolution No. 1 of 2 October 2023.

4. In the case of individuals admitted to study at a date later than the start of the academic year, based on an individual decision of the Rector, the deadline for the Student to submit the document referred to in paragraph 2 and/or 3 above to the University shall be determined by the University.

5. In the case of individuals with respect to whom the Rector's decision on conditional enrolment has been issued, the deadline for the Student to submit the document referred to in paragraph 2 and/or 3 above to the University shall be determined by the University.

6. In the event of insufficient interest in the language modules or any other elective modules chosen by the Students within the framework of the curriculum, the University shall take a decision not to

launch them, however not later than 7 days before the planned commencement of courses in the language modules or other elective modules chosen by the Student.

7. In the case stipulated in para. 6, upon a written request submitted by the Student within 7 days of the date of receipt of information about failure to launch the language module or any other elective module chosen by him/her, the Student shall have the right to start education on any other language module or elective module launched by the University. Failure of the Student to file the request referred to in the preceding sentence shall not result in the expiration of the agreement.

8. As part of the major selected during the second-cycle studies, students select specialisation educational paths. The decision on launching the given specialisation educational path shall be taken by the Dean in the form of an Order before the commencement of the first semester of the specialisation, within 14 days before the commencement of the classes.

§6

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. The Student who begins his/her studies at a time later than the beginning of the academic year, based on an individual decision of the Rector, 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 have chosen 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 the filling of the knowledge gap and the supplementation of the materials by the Student with the help of the teachers who deliver the courses, in particular through: the possibility of individual consultation with the teachers, regarding the material covered during the classes which took place before the enrolment of the Student for the studies, making the covered material available to the Student on an individual basis, and the indication of the methods by the teacher to fill the said knowledge gap. The organisation of individual classes for the Student shall not fall within the scope of the remedial education.

4. Upon request of the Student submitted in the manner set out in § 4(4) of the Regulations for fees related to the curriculum 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.

5. The Student represents that he/she has become familiar with the contents of this Agreement and the appendices 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 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

1. The University shall remove the Student from the Register of Students upon his/her 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 resignation by the Student, in accordance with § 3(4) of 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 curriculum.

2. In the event of failure of the Student to pay the fees specified in the Regulations in relation to the curriculum 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 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 the Regulations for Fees related to the curriculum at Collegium Da Vinci, constituting Appendix 1 to this Agreement, he/she undertakes to abide by these Regulations as well as the organisational and procedural orders of the University and other internal acts 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 his/her 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, level or form of study chosen by the Student and the Student fails to take a decision on studying another major according to the procedure indicated in § 4.

1.5 the Student has not yet submitted the document referred to in § 5(2) of the Agreement and the limit of vacancies in the chosen major, level or form of study has been reached.

1.6 the Student does not meet the enrolment requirements set forth in the document entitled – “Terms, procedure and date of commencement and completion of enrolment for graduate studies at Collegium Da Vinci in the academic year 2024/2025”, constituting an Appendix to Senate Resolution No. 1 of 26 June 2023, by 30 September 2024, in § 8(1-20) in the case of enrolment for Graphics

1.7 the Student does not meet the enrolment requirements set forth in the document entitled – “Terms, procedure and date of commencement and completion of enrolment for graduate studies at Collegium Da Vinci in the academic year 2024/2025”, constituting an Appendix to Senate Resolution No. 1 of 26 June 2023, by 30 September 2024, in § 9 (1-19) in the case of enrolment for Game Development

1.8 the Student does not meet the enrolment requirements set forth in the document entitled – “Terms, procedure and date of commencement and completion of enrolment in the following fields: E-commerce – first-cycle studies and Computer Science – second-cycle studies in the academic year 2024/2025” constituting an Appendix to Senate Resolution No. 1 of 02 October 2023, by 30 September 2024 in § 7 (1-19) in the case of enrolment in the field of Computer Studies - second-cycle studies

2. 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.

3. This Agreement shall also be terminated, if the Student who is obliged to obtain a decision of the chief education officer on the recognition of the certificate or other document referred to in art. 93 of the Act of 7 September 1991 on the education system, or a decision on the confirmation of education or entitlement to continue the education referred to in art. 93a of the aforementioned Act, fails to submit such a decision by the end of the first semester, and, at the same time, the deadline for submitting this decision will not be extended based on the conditional decision issued by the University.

4. 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 post, by e-mail to rekrutacja@cdv.pl or by means of the recruitment system - the date on which 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.

§12

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. The data controller 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. Detailed information on the processing of personal data of students can be found at the University website : <https://cdv.pl/o-nas/personal-data/>.

§13

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.

§14

Any amendments to the provisions hereof, save for § 6(4), second sentence, shall require the written form under pain of being null and void.

§15

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

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

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

Appendices:

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

Appendix 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)

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 the terms of payment for the studies 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