



STUDENT CONTRACT

made2021 in Warsaw between:

1. Wyższa Szkoła Menedżerska w Warszawie, 03-772 Warszawa, ul. Kawęczyńska 36, entered under the number 60 into the register of non-public higher education institutions held by the minister appropriate with respect to higher education matters, tax identification number NIP 113-01-21-889, represented by the Chancellor Radosław Dawidziuk, acting pursuant to the authorization of the Rector, hereinafter referred to as University, of the one part,
and

2. Mr/Ms née.....
born on in,
residing at.....,
holder of ~~ID card~~/passport* series no.
personal identification number PESEL hereinafter referred to as Student, of the other part.

§ 1

The Student declares that from the spring-summer/autumn-winter* semester of the 2021/2022 Academic Year the Student will take up study at the University in the field of

studies: undergraduate*
 graduate*
 long-cycle*
studies: full-time*
profile: general academic*
 practical*

§ 2

The acquisition of rights by the Student shall take place upon matriculation and an oath, the latter of which shall require to be confirmed with the Student's signature.

§ 3

1. The University is obligated to exercise due diligence in order to provide the Student with education in accordance with curricula in force and plans of study as well as in accordance with the general law regulations and provisions in force at the University including using distance learning methods and techniques.

* delete where not applicable

2. The University is obligated to provide the Student with educational services in rooms adequate for the purpose as well as providing possibility to use libraries, computer equipment with Internet access and, in the case of specialized studies, to use workshops, laboratories, etc., or to provide education by using distance learning methods and techniques in accordance with applicable regulations.
3. The University shall provide the Student with the opportunity to:
 - 1) apply for financial assistance in accordance with the general law regulations and the University provisions in force,,
 - 2) participate in the work of research groups, to use the facilities of students' clubs and to participate in the work of the Students' Government,
 - 3) receive assistance in applying for jobs offered to Students by the Career Office.

§ 4

1. The services provided by the University to the Student shall be payable.
2. The detailed provisions concerning fees and payment deadlines are specified in the University Fee Payment Regulations in force, announced on the page of the University in question in the Public Information Bulletin, on the University website (www.wsm.warszawa.pl), on the board of announcements as well as at the Chancellor's Secretary Office.
3. During the term of this contract, the Student undertakes to pay the fees for:
 - 1) recruitment,
 - 2) tuition,
 - 3) other additional fees specified in University provisions in force, in particular in the University Fee Payment Regulations.

§ 5

1. The recruitment fee is payable upon signing this contract.
2. In the event of failure to undertake the studies, resignation from the studies or being deleted from the list of students (regardless of the reasons resulting in such decisions), the recruitment fee shall cover the recruitment costs incurred by the University and is not refundable.

§ 6

1. The University shall not raise the fees agreed upon for the Student or introduce new fees until the Student's graduation. The above shall not apply to raising fees for conducting classes not included in the program or fees for the use of students' dormitories and students' canteens.
2. The changes in fees referred to in § 6 item 1, i.e. the fees for conducting classes not included in the program and for the use of students' dormitories and students' canteens, shall be communicated to the Student in the manner specified in § 4 item 2 herein. The changes in fees shall not require an amendment of this contract.
3. Tuition fees for the studies shall be paid by the Student according to the University Fee Payment Regulations in force.

4. The Student declares that s/he is acquainted with the University Fee Payment Regulations in force.

§ 7

1. The Student is obliged to pay the tuition fee in full, regardless of the Student's level of attendance to lectures, seminars or discussions and exams, participation in internships or participation in classes conducted using distance learning methods and techniques.
2. All fee payments by the Student should be made to the bank account of the University. In exceptional cases, payments can be made at the University cash office.
3. The date of fee payment shall be considered the day the funds are credited to the bank account or the day of payment at the University cash office.
4. In the event of a fee payment delay, statutory interests may be charged to the Student. As a result of a fee payment delay, the University will withhold from issuing an examination form, extending the validity of the student ID card, issuing various types of certificates as well as granting permission to attend exams until all overdue payments have been made.
5. A fee payment delay exceeding the period of one month, counted from the day on which the obligation to pay arose, may result in being deleted from the list of students, which does not exempt the Student from the obligation to make the due fee payments.
6. The Student who has been removed from the list of students pursuant to item 5 above may apply for re-admission to the University only after making all the due fee payments and paying the recruitment fee.

§ 8

The Student is obliged to collect a student ID card and sign an oath within one month from the date the classes started. A failure to collect the student ID and sign the oath within the given deadline may constitute grounds for a decision to delete the Student from the list of students due to failure to undertake studies.

§ 9

The use of the Library, Students' Dormitory, computer classrooms, workshops and laboratories as well as the possibility to obtain a scholarship are governed by the University provisions in force and the general law regulations.

§ 10

1. Notwithstanding the fees listed in § 5, 6 and 7 hereof, the Student shall be required to pay fees for additional services (e.g. re-attending particular classes (courses), attending classes not included in the plan of study, issuing a student ID card duplicate, extending the deadline for defending a thesis, curricular disparities, issuing a diploma duplicate, etc.).
2. The amounts of additional fees referred to in item 1 above are set out in the University Fee Payment Regulations introduced with the Chancellor's Order, announced in the manner specified in § 4 item 2 herein.
3. The University shall not charge fees for registration for next semester or year of studies or for examinations, including a re-sit examination, a re-sit examination conducted before an examination board, a degree examination or for issuing an internship journal.

§ 11

1. Termination of this contract shall take place:
 - 1) at the will of the Student by submitting a written declaration of intent to resign from the studies,-
 - 2) upon the final decision being issued to remove the Student from the list of the University students in cases other than specified in point 1 and defined in the general law regulations and the University provisions in force, in particular in case of:
 - a) the Student's having been punished with a disciplinary penalty of expulsion from the University;
 - b) actual lack of progress in learning;
 - c) failure to obtain a credit for a semester or a year of study until a particular deadline;
 - d) failure to make payment of fees related to the studies (§ 7 item 5);
 - e) failure to submit a thesis or pass a degree examination within deadline.
2. If the Student makes a written declaration of intent to resign from the studies referred to in item 1 point 1 above, the tuition fee is charged until the above mentioned declaration is received by the office of the University organizational unit in charge of the studies. In other cases referred to in item 1 point 2 above, the Student shall be charged the tuition fee calculated on the above basis until the final decision to delete from the list of students is issued. The settlement of payments by the Student shall be made on the basis of the University Fee Payment Regulations in force.
3. The basis for the final settlement with the University is a circulation card, after the completion of which the documents will be returned.

§ 12

1. The University may terminate the contract when:
 - 1) the University is not able for any legal, economic or organizational reasons to provide the Student with the possibility to undertake the studies in a particular field and program of study. In such a case, the Student shall be entitled to a refund of fees which the Student paid to the University,
 - 2) the University has lost the formal right to run a particular program at a given level of study.-
2. With reference to item 1 point 2 above, the University does not refund the fees paid for the semester which has started.
3. The University reserves the right not to run all the programs offered by the University in case of a small number of applicants (below 30). In case of resignation from studying due to the failure to run a particular program, the Student is not entitled to a refund of fees for the completed semesters.

§ 13

The Student undertakes to inform the University in writing each time about a change in the Student's personal data, place of residence and correspondence address. In the event of failure to comply with this obligation, the consequences of the omission will be borne by the Student. Correspondence sent to the latest address provided by the Student shall be deemed effectively delivered.

§ 14

1. The Student declares familiarity with the University Statute, Study Regulations, health and safety guidelines and regulations as well as the Orders of the Chancellor and Rector regarding fees and education. In disputed cases the Student shall not be excused with a claim of ignorance of the documents mentioned above.
2. The Student is obligated to observe the University provisions in force.

§ 15

In order to fulfil the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (General Data Protection Regulation), the Student undertakes to sign a GDPR information statement.

§ 16

In matters not covered by this contract, the University provisions in force shall apply, in particular the Study Regulations of Wyższa Szkoła Menedżerska w Warszawie and the Act dated 20 July 2018 - Law on Higher Education and Science (Journal of Laws, Item 1668, as amended) together with the civil code and the implementing provisions to the above mentioned Act.

§ 17

In case of disputes, after unsuccessful exhaustion of the amicable way, the Parties shall submit the dispute to the resolution of a common court competent for the seat of the University.

§ 18

This contract is valid for the period of the studies.

§ 19

This contract has been drawn up in two identical copies, each with the right of an original, one for each Party.

Student

University