AGREEMENT No. ...

ON THE TERMS AND CONDITIONS FOR CHARGING FEES FOR PROVIDED EDUCATIONAL SERVICES AND ISSUANCE OF DOCUMENTS RELATED TO THE COURSE OF STUDIES AT THE CARDINAL STEFAN WYSZYŃSKI UNIVERSITY IN WARSAW

concluded by and between:

Cardinal Stefan Wyszyński University in Warsaw, ul. Dewajtis 5, 01-815 Warsaw, NIP 525-00-12-946, hereinafter referred to as “UKSW” or “University”, represented by: The Dean of the Faculty ........... ...................................... acting under the authority of the Rector,

and the Student in the field of **.......**,

Whereas:

* UKSW is a public university, financed from the state budget, operating on the basis of the Act of 20 July 2018 - Law on Higher Education and Science (Journal of Laws 2023, item 742, as further amended), hereinafter referred to: the “Act” and the Statute of Cardinal Stefan Wyszyński University in Warsaw, hereinafter referred to: the “Statute”;
* the rights and obligations of the Student shall be determined by the provisions of the Act and the internal regulations of the University, in particular the Academic Regulations at Cardinal Stefan Wyszyński University in Warsaw, hereinafter referred to as “Academic Regulations”;
* in accordance with Articles 79 and 80 of the Act, the Rector shall determine the amount of fees for educational services and the conditions and procedure for exemption from payment of such fees.

The Parties to this Agreement express their willingness to maintain a written form in order to establish the terms and conditions for fulfilling the obligation to pay tuition fees, and have agreed as follows:

                                                                                       § 1

The subject of this Agreement is to determine the terms and conditions for charging fees, as well as the amount of fees, for:

1. part-time or full-time programmes conducted in a foreign language;
2. repetition of specific courses due to unsatisfactory academic performance;
3. activities not included in the curriculum;
4. education of students enrolled in programmes conducted in a foreign language;
5. education of foreign nationals enrolled in full-time programmes in Polish, if there are prerequisites for payment of these fees;
6. issuance of documents related to the course of study and education, as referred to in § 11(1)(1-2), (4-6), (8-9) of Ordinance No. 31/2024 of the Rector of UKSW dated 7 June 2024 on the amount of fees for educational services rendered and for the issuance of documents related to the course of study and education of doctoral students in the academic year 2024/2025, issued pursuant to Articles 79 and 80 of the Act, hereinafter referred to as the “Ordinance on the amount of fees”, as well as the mutual rights and obligations of the Parties in accordance with the provisions of the Act, the Statute and the Academic Regulations.

                                                                                       § 2

1. The amount of fees referred to in § 1 (1-6) is determined by the Ordinance on the amount of fees, the content of which is published in BIP UKSW on the website [http://bip.uksw.edu.pl](http://bip.uksw.edu.pl/)
2. The amount of the fee for studies selected by the Student, for each year of studies - is PLN .............. (in words: ............................. PLN ................ grosze) payable in two instalments:
	1. 1st instalment in the amount of PLN .................. payable by .....................
	2. 2nd instalment in the amount of PLN .................. payable by .....................
3. The fees referred to in § 1 (2) and (3) are the product of the number of hours of repeated (realised) classes and the cost of one hour of classes in a given field of study in PLN, in accordance with the Ordinance on the amount of fees, with the exception of foreign language classes and physical education classes.
4. The fee is paid to the individual bank account provided in the USOSweb service in the module MY USOSWEB → ACCOUNT NUMBER
5. Payments made in arrears will be credited first to the earliest due amount, i.e. in the order of their due dates.
6. Failure to pay fees on time will result in the accrual of statutory interest for each day of delay in payment.
7. In the case of a one-time payment entitling to a 5% discount or payment in 4 instalments with an additional 5% charge on the amount specified in paragraph 2, the amount and dates of payment are contained in the Payment Declaration, which, as Appendix No. 2 to the Agreement, constitutes an integral part thereof.
8. An increase in the fees referred to in § 1 (1-6) may be made once per academic year and by no more than the total consumer price index in the previous calendar year, announced by the President of the Central Statistical Office pursuant to Article 94 paragraph 1 item 1 letter a of the Act of 17 December 1998 on Retirement and Disability Pensions from the Social Security Fund (Journal of Laws of 2023, item 1251, as further amended), in total by no more than 30% of the amount of such fees. Information about the change in the fee referred to in sentence 1 will be sent to the Student through the USOS system.
9. The amount of the fee referred to in § 1 (3) may be changed, also increased, in the event of changes in the costs necessary to establish and conduct studies and to prepare and implement the university strategy.
10. The amount of the fee referred to in § 1 (1-6) may be changed, also increased, in the event of a change in the Act or other generally applicable provisions of law.
11. The list of fees referred to in § 1 (2-6) is set forth in Appendix No. 1 to this Agreement.

                                                                                          § 3

1. Resignation from enrolment in a study programme and removal from the list of students during the academic year does not cancel the Student’s debt towards UKSW for outstanding tuition fees for educational services.
2. In the case referred to in paragraph 1, the fees paid for educational services are not refundable, subject to the following:
	1. A Student who has paid the fee for the entire academic year or for the winter semester and then submitted a written resignation from the studies to the dean’s office of the relevant faculty by 30 September will receive a refund of 100% of the amount paid;
	2. A Student who has paid the fee for the summer semester and then submitted a written resignation from the studies to the dean’s office of the relevant faculty by 15 February will receive a refund of 100% of the amount paid for the summer semester;
	3. A Student who has paid the fee for the entire academic year or for a given semester and was subsequently removed from the list of students during the academic year and a Student who has resigned from his/her study programme shall receive a refund in the amount proportionate to the period of attending courses offered by UKSW during the academic term, according to the formula specified in paragraph 9 (5) of the Ordinance referred to in § 2 (1) of this Agreement, taking into account the declared fee payment system specified in § 2 (7) of this Agreement;
	4. In the event that the study programme is not launched due to an insufficient number of candidates, the Student who paid the fee will receive a refund of 100% of the fee paid;
	5. The refund of the tuition fee paid for the study programme shall be made at the request of the Student submitted in writing to the Dean’s Office of the relevant faculty, based on the formula established by UKSW;
	6. The refund shall be made in the form of a transfer to the bank account indicated in the application, minus a transfer fee or by cash at branches of the bank serving UKSW.

                                                                                           § 4

1. The Student, with the exception of the fees specified in § 1 (1) (2), may apply for exemption from fees in whole or in part on the basis of a reasoned application.
2. The procedure and conditions for exemption from fees are set forth in Resolution No. 282/2020 of the Senate of Cardinal Stefan Wyszyński University in Warsaw on the conditions and procedure for waiver of fees listed in Article 79(1) and (2) of the Law on Higher Education and Science, as further amended.
3. Decisions on individual cases are made by the Dean.

                                                                                           § 5

1. The Agreement shall enter into force with effect from ................. and shall remain in force until the date of the Student’s graduation, subject to earlier termination of the Agreement due to resignation or removal from the list of students, for reasons provided for in the Academic Regulations.
2. If the Student fails to pay the fees for educational services within the established time limit, the University shall call on the Student to voluntarily fulfil the obligation within 14 days after the expiration of the deadline for payment of fees.
3. Failure to pay the fee by the due date may be grounds for removal of the Student from the list of students.
4. Any changes to the Agreement shall be made in writing in the form of an annex, otherwise being null and void, with the exception of the amendment to the Agreement referred to in § 2(8).
5. Taking up another course of study by the Student requires a separate agreement.
6. The Agreement entitles you to use the services offered by the University, including those provided for people with disabilities implemented by the Office for Persons with Disabilities.

                                                                                           § 6

The Parties agree that the common courts with jurisdiction over the seat of UKSW shall have jurisdiction over disputes concerning payment for studies or educational services that may arise in connection with this Agreement.

                                                                                            § 7

The Declaration of Payment forms an integral part of the Agreement.

 Dean of the Faculty ........

**Name and surname of the Dean**
**...........................................                                            ...........................................**UNIVERSITY                                                                          STUDENT\*

\*The Student provides a signature through the **ACCEPT** button

**Note - you are making a binding declaration of intent to enter into an agreement with UKSW**

Appendix no. 1 to Agreement No...........

1. In accordance with the Ordinance on the amount of fees, a fee is charged for:

1) documents related to the course of study:

a) issuing the Electronic Student ID, ......................

b) issuing a student record book, ....................

c) issuing an additional copy of a graduation diploma

or a copy of a diploma supplement in a foreign language, .....................

d) legalising documents intended for legal transactions with foreign entities,

other than a graduation diploma and supplement, ..............

e) issuing a duplicate graduation diploma, .................

f) issuing a duplicate supplement to the diploma, .....................

2) educational services:

a) the fee for repetition of classes due to unsatisfactory academic performance and for classes not included in the study plan is the product of the number of hours repeated and the cost of one hour of classes in a given field of study in PLN, subject to point b. For the following field of study ....... (indicate the name of the course, level and form of study) the cost of one hour is PLN ....................,

b) the fee for repeating a semester of physical education classes or a foreign language course is PLN ..................... .

2. For issuing a duplicate of documents referred to in paragraph 1 (1) (a-b) a fee is charged in the amount 50% higher than for issuing the original copy.

3. A Student who is in a difficult financial situation may apply to the Rector for exemption from the fees for the documents referred to in paragraph 1.

4. The fees listed in this appendix are paid by the Student to the individual bank account ................................. .

5. The deadlines for payment of document fees are determined by the Dean.

6. The deadlines for payment of fees for educational services are set as follows:

1) for classes implemented in the winter semester by 10 October;

2) for classes implemented in the summer semester by 15 February.