

Agreement no. 2017/2018

**Concerning study fees and other arrangements for full time studies in English
Inside the project: "International educational program in English on the Computer
Science full time I degree studies in WSEI, Lublin "**

made onin Lublin
(date)

Between the agreeing parties:

I. University of Economics and Innovation in Lublin, (Wyższa Szkoła Ekonomii i Innowacji w Lublinie) – WSEI, Projektowa 4 street, 20-209 Lublin, Poland, NIP 712-26-52-693. Registered under no. 196 of the Polish Ministry of Research and Higher Education register

Represented for the purposes of signature of this Agreement by

Mrs Teresa Bogacka – Chancellor of the University

(function, forename and surname)

Referred hereafter to as University

II. Student :

.....
(forename and surname)

.....
(PESEL or number of ID and country that issued the ID document¹)

.....
(address of residence)

Referred hereafter to as Student/ Project Participant

§ 1

Legal framework of the agreement / General provisions

1. The presented agreement describes the rights and obligations of the parties in regards to study fees in accordance with provisions of article 160a and article 99 with connection to

¹ If the student is obliged to have a PESEL number (in case of students that are polish citizens) or has been assigned a PESEL number in accordance with Statue Law please indicate PESEL. If neither is the case please indicate the number of the ID document and the country that issued the document (legal basis – art. 170c section 2 point 2 Higher Education Act from 27 July 2005 (Dz. U. z 2016 poz.1842 with later changes).

article 99a of the Higher Education Act from 27 July 2005 (Dz. U. z 2016 poz.1842 with later changes).

2. The Studies are conducted in accordance with the Project: "International educational program in English on the Computer Science full time studies in WSEI, Lublin" (hereafter referred to as *Project*) implemented based on a grant agreement between WSEI and the National Centre for Research and Development (agreement no. **POWER.03.03.00-00-M037/16-00 form 23.02.2017**).
3. Unless stated otherwise in matters not regulated in this agreement the binding terms are contained in the Civil Code Act, in the grant agreement **POWER.03.03.00-00-M037/16-00 from 23.02.2017** (including annex II of the grant agreement), in the WSEI academic regulation – WSEI Studies Regulation for the academic year 2017/18 (hereafter referred to as *Regulation*), WSEI Statue and regulation passed by the Rector and/or Chancellor of WSEI.
4. The following *Regulation* provisions are not binding in the scope of this agreement: § 6 point 2; §23; §24; §25; §26; §27; §28; §31 point 1, 2, 3, 4, 5, 6, 7, 8, 9; §32 point 2,3; § 33; § 39 point 1, 3; § 42 point 1 section b), 4, 6; § 43 point 5, §48; § 50.
5. **Having in mind the fact that the whole cycle of studies – spanning from 1.10.2017 to 28.02.2021 is funded under the Project each student that: submits a request for repeating a Semester, for whatever reason has a break in the studies (gap year), is stricken from the student list, submits a resignation from studies, submits a request for resumption or fails to defend his/hers thesis in the Project period is obliged in accordance with § 2 point 7 to return the received scholarship funding and refund the cost of the studies. The exception from this obligation is childbirth, long-lasting sickness (back up by a physician's attestation with states clearly that the sickness impedes studying) or an instance of *force majeure*.**
6. The detailed rules on payment of fees are contained in the WSEI Studies Regulation for the academic year 2017/18 and the grant agreement **POWER.03.03.00-00-M037/16-00 from 23.02.2017** (including annex II of the grant agreement).
7. The detailed Rules on awarding scholarships for Students are contained in the Regulation of Scholarship Fund of WSEI.

§ 2

Subject-matter and duration of the agreement

- 1 The subject matter of the agreement is to regulate the provisions for study and study fees in regard to **Computer Science full I degree time studies in English** in accordance with the Project: "International educational program in English on the Computer Science full time I degree studies in WSEI, Lublin " - implemented based on a grant agreement between WSEI and the National Center for Research and Development (agreement no. **POWER.03.03.00-00-M037/16-00 from 23.02.2017**) (hereafter referred to as *Studies*).
- 2 The Student/participant declares accession to the Project dated from the date of entry into force of this agreement.
- 3 This Agreement shall be binding for the duration of the studies, that is for 7 seven semesters (1.10.2017 to 28.02.2021).
- 4 There is **no possibility** of extending the period of the studies inside of the Project timeframe (this includes in particular the possibility of repetition of any semester or course year).
- 5 The presented agreement is terminated before the expiration date if the Student:
 - receives a final decision on the power of which the Student is stricken from the student list(from the date of such a decision);
 - tenders a resignation form studies.
- 6 The agreement expires with the graduation of the Student.

- 7 If, for whatever reason, the Student **does not graduate inside the duration stipulated in § 2 point 3** or there is a prior termination of the agreement as stated in **§ 2 point 5 and 6 and § 4 point 11** he is obliged to return the sum indicated in **§ 3 point 3** that is the received scholarship funding and refund the cost of the studies is the sum of **32 562,00 PLN**. In the case of foreign Students this is increased to accommodate for the received scholarship for costs of living.
- 8 Student/Project Participant – declares that he was informed that the Project is co-funded by the European Union in the form of the European Social Fund and understand that he/her is obliged to participate by providing information necessary to evaluation and monitoring during the Project.
- 9 Student/Project Participant – declares that he/she is conscious that the act of intentionally given false or faulty information is sanctioned as a criminal offence under article 233 of the Penal Code from 23 June 1997.
- 10 The Studies financed according to provisions of **§ 2 point 3** are free of charge for the Student.
- 11 The begging of participation in the project is the date of signing the Agreement by the student.
- 12 The Office of the Project is located in University of Economics and Innovation in Lublin, 20-209 Lublin, ul. Projektowa 4.
- 13 The Regulation of participation in the Project can be accessed by visiting the WSEI web page or in the Centre of Projects and International Cooperation (Country Projects division).

§ 3

Rights and obligations of the Student

1. The student is obliged to comply with all rules that are derived from Statute Law, WSEI Statute and *Regulation*, the *Project* as well as inner WSEI regulations.
2. The student is obliged to take part in:
 - program course lectures;
 - International Summer School.
3. Without prejudice to point 14 the total cost of study for each participants is equal to **32 562,00 PLN**. This does not incorporate the scholarship covering the costs of living.
4. The Student is obliged to regularly participate in all learning activities derived from the learning program and Project activities (min 90 % threshold of attendance is required).
5. The Student has the obligation to take exams and participate in exam sessions during the Summer and Winter Semester in a timely manner.
6. The Student is obliged to participate in the creation of Project documentation by filling in and signing tendered Project documents.
7. The Student is obliged to participate in tests, exams and to fill in surveys and questionnaires linked to Project implementation.
8. The Student is obliged to take part in monitoring and evaluating activities conducted by the University and by the authorized institutions.
9. The Student is obliged to inform the University in regards to all issues that could disrupt his/hers participation in the Project.
10. In the event of an unjustified absence exceeding the 10% threshold, or in the event described in **§ 2 point 7**, or in the event of resigning the Project the Student is obliged to return the received scholarship funding and refund the cost of the studies.

11. The University reserves the right to strike the Student from the participants list in the event of the Student being in breach of the Project Recruitment Regulation.
12. The student entrusts the processing of personal data contained in the Application form to the University and declares that the data declared is accurate and consistent. The student Shall inform the University about any and all changes by mail or in writing.
13. The Student/Participant of the project by signing the Project Participant Declaration agrees to the processing of the personal data by the University for the purpose of this project. The student is obliged to inform the University without undue delay about any and all changes in his/hers data contained in this in particular changes in the address. Any issues linked to the implementation of this agreement derived from lack of such information will burden the Student.
14. Based on provision laid down in the Regulation Regarding Study fees in WSEI fees can be charged in the after mentioned situations:
 - a) Issuing electronic student ID – 17,00 PLN;
 - b) Issuing an electronic ID duplicate – 25 PLN;
 - c) Issuing a copy of the diploma in a foreign language – 30 PLN;
 - d) Legalization of documents for use abroad – 20 PLN;
 - e) Issuing other documents – 20 PLN

§ 4

Right and obligations of the University

I. The University is obliged to:

1. Provide the Student with education equivalent to I degree full time studies (Bachelors or equivalent first cycle study cycle) in accordance to rules and standards set up by the higher education regulations in Poland.
2. Conduct learning activities by academic teachers that have the required research, didactic or professional qualifications.
3. Produce for the Student after completing his/her studies and successful fulfilling his/her obligation in accordance to the *Regulation* and the *Project* a graduate diploma. The University declares that it has the necessary permits in accordance with the national law to produce such document.
4. Conduct the study cycle in accordance with National Law.
5. Make available via the University webpage information as to the study plan and study program in accordance with National Law prescribed dates.
6. Enable the Student to exercise active and passive voting rights in elections for University collegial bodies.
7. Enable the Student which is a Polish citizen or a Polish Card holder to submit a request for material help according to the WSEI *Regulation on providing material help to students*.
8. Enable the Student the possibility to periodically evaluate the quality of the studies.
9. Uphold the right guaranteed by Statue Law and Regulation.
10. To make regular scholarship payments for foreign Students to cover cost of living during the Project cycle up to the gross sum 1 500 PLN (monthly) under the condition of the Student fulfilling all of his/hers obligations derived from this agreement.

II. The University has the right to:

11. Tender a notice of denunciation (with an immediate effect which equates to expelling the Student/Project Participant form participating in the project), in the following cases:

a) The Student is in breach of the agreement, in particular he/she is in breach of §3 of this agreement;

b) The Student supplies faulty, insufficient or fraudulent declarations or data with the aim to qualify for the Project.

In such case the Student/Project participant is obliged to return the received scholarship funding and refund the cost of the studies as stated in **§ 2 point 7.**

§ 5

Declarations of the parties

1. The University declares the following:
 - a) It fulfils derived from statute law requirements for each of its Faculty to provide education on the particular course;
 - b) Organization of the studies cycle and connected Students rights and obligations are described in the WSEI Studies Regulation;
 - c) Studies in WSEI are conducted according and with compliance to binding statute law;
2. The University declares that is a beneficiary in the grant agreement with the National Center for Research and Development described in **§ 1 point 2.**
3. The Student declares that he is ready to take up studies in WSEI on accordance with the Studies Regulation, in particular that he/she is proficient enough in the English language (at minimum on a B2 level) to take part in learning activities.
4. All correspondence linked to the implementation of this agreement will be made in writing.
5. The correspondence will be made to the following addresses:
 - a) To The University – University of Economics and Innovation in Lublin /Wyższa Szkoła Ekonomii i Innowacji, 20-209 Lublin, ul. Projektowa 4, with the added note “IEC Computer Science”
 - b) To Student/ Participant will be made on his declared address or on the declared e-mail address:
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§ 6

Final Provisions

1. All changes to this agreement will be void unless made in writing in the form of an annex.
2. Legal disputes derived from this agreement that arise between the University and the Student fall under the jurisdiction of the common Court competent in area of the seat of the University - that is Lublin.
3. Right an obligation derived from this agreement can't be transferred on any third party.
4. The agreement was produced in two identical versions, one for each partner.
5. The agreement enters into force from the date of the signing and continuous though the study cycle.



.....
Representing the University

.....
Student

- **Annex no.1 : Declaration of the Project Participant.**

