

*Appendix 4 to Ordinance of the Chancellor of WSEI
No 10/2021/2022 of 15 December 2021.*

**AGREEMENT NO ____/2022/2023/EN
ON THE CONDITIONS OF CHARGING FEES FOR THE PROVISION OF
EDUCATIONAL SERVICES IN THE FIELD OF STUDY OF NURSING
PROVIDED IN ENGLISH AT THE UNIVERSITY OF ECONOMICS AND
INNOVATION IN LUBLIN IN THE ACADEMIC YEAR 2022/2023**

(hereinafter referred to as “the Agreement”)

FULL-TIME STUDIES

concluded on ____ in Lublin between:

University of Economics and Innovation in Lublin,

ul. Projektowa 4, 20-209 Lublin,

listed in the register of non-public higher education institutions in the Ministry of Education and Science
under the number 196, NIP: 712-26-52-693, REGON: 432260703,

represented by:

Vice-Rector for Education and Student Affairs — WSEI Prof. Mariusz Paździor, PhD

(hereinafter referred to as ‘WSEI’ and the ‘University’)

and

Ms/Mr _____,

residing at _____,

ID card _____ series/number _____,

issued by _____,

(hereinafter referred to as: the ‘Candidate’, the ‘Person admitted to studies’, the ‘Student’),

jointly referred to as the ‘Parties’ and separately as the ‘Party’,

reads as follows:

§ 1

General provisions

1. The Agreement lays down the conditions of charging fees for educational services, in accordance with the provisions of § 24(1)(7) of the University Statute.
2. For matters not covered by this Agreement, the relevant provisions of the Civil Code of 23 April 1964 (Journal of Laws of 2020, item 1740, as amended), the Law on Higher Education and Science – the Act of 20 July 2018 (Journal of Laws of 2021, item 478, as amended) (**hereinafter referred to as the ‘Act’**), the Statutes of the University of Economics and Innovation in Lublin, the Rules of Study at the University of Economics and Innovation in Lublin (hereinafter referred to as the

‘Rules’), and the relevant ordinances of the Rector and the Chancellor of the University of Economics and Innovation in Lublin shall apply.

3. The detailed rules for charging fees for educational services are laid down in the Rules for Charging Fees for Studies Provided in English at the University of Economics and Innovation in Lublin for Students Undertaking Studies in the academic year 2022/2023 (hereinafter referred to as the ‘**Rules for Charging Fees**’).

§ 2

Subject matter and duration of the Agreement

1. The subject matter of this Agreement is to determine the rules of studying and conditions for charging fees for educational services at full-time studies provided **in English** in the field of **Nursing at the Faculty of Human Sciences** at the University of Economics and Innovation in Lublin, _____ -cycle studies, of practical profile (hereinafter referred to as the ‘**studies**’).
2. The Agreement is concluded **for the duration of the studies, i.e.** up to the date on which the Student takes the degree examination.
3. In the case of extending the duration of studies in accordance with the rules specified in The Rules or other applicable regulations, this Agreement shall be renewed accordingly.
4. This Agreement shall be terminated before the expiry of the period referred to in § 2 in the case of:
 - 1) the final removal of the student from the student registry;
 - 2) the written resignation from studies submitted by the student.
5. The student shall be removed from the student registry in the case of:
 - 1) failure to undertake studies;
 - 2) resignation from studies;
 - 3) failure to submit a degree thesis or failure to take a degree examination by the specified deadline;
 - 4) imposition of a disciplinary penalty of expulsion from the University;
 - 5) failure to pay the tuition fees;
 - 6) lack of educational progress;
 - 7) failure to participate in obligatory classes;
 - 8) failure to be awarded credit for a semester or year within the specified deadline;
 - 9) other cases provided by generally applicable law, in particular the Law on Higher Education and Science.
6. The removal from the student registry shall not exempt the student from the obligation to pay all due liabilities calculated up to the date of the removal and resulting from the provisions of this Agreement.
7. The candidate who concluded an Agreement on the Conditions of Charging Fees for the Provision of Educational Services for Studies Provided in English at the University of Economics and Innovation in Lublin, participated in classes and did not sign the academic oath shall be required to pay all due liabilities under the terms of this Agreement.
8. The Agreement shall expire by virtue of law upon completion of studies.
9. The student undertakes to pay the fees for the educational services specified in this agreement.

10. The University declares that:
- 1) The studies are run in accordance with the applicable legislation,
 - 2) The studies shall be conducted with due care by the academic, scientific and didactic staff with the relevant qualifications,
 - 3) The study programme shall be determined by the Resolution adopted by the Senate of WSEI,
 - 4) The study rules are laid down in the Rules of Study adopted by the Senate of the University of Economics and Innovation in Lublin.
11. Under the terms of this Agreement, the University ensures that the Student is given an opportunity to undertake studies at the level, field of study and the form specified in the decision on admission.
12. The student shall be obliged to pay the tuition fees specified in this Agreement.
13. The University may decide not to establish study programme of the student's choice referred to in section 1. The University shall inform the student of the decision no later than 21 days before the scheduled commencement of the classes.
14. If the student, within 7 days of receipt of the information referred to in section 13, shall not submit a written request for admission to another field of study, or shall not receive a decision on admission to that field of study, this Agreement shall be terminated and consequently all the obligations of the Parties therein shall be terminated.
15. In the case of reducing the number of students in a particular course of study to fewer than 15 students, The University shall be entitled to change the form of study on which the student shall agree.

§ 3

Rights and obligations of the Parties

I. The Student undertakes to:

1. comply with the obligations under Law on Higher Education and Science, the Statute of WSEI, the Rules of Study at WSEI as well as other internal legal acts of the University.
2. notify the University in writing of any change to his/her personal data laid down in this Agreement, including his/her address of residence. The consequences of failure to comply with that obligation shall be borne by the student.
3. pay the tuition fees for the entire duration of studies in a timely manner.
4. Apart from the tuition fees, the Student shall pay the following fees in due time:
 - 1) **recruitment and enrolment fee — EUR 150,00 (one-time, non-reimbursable payment);**
 - 2) for the classes not included in the study plan, in accordance with the Rules for Charging Fees;
 - 3) The fees for the conduct and recognition of learning outcomes outside formal education shall be as follows:
 - from EUR 40,00 to EUR 100,00 for 1 ECTS credit at long-cycle master's studies,
 - from EUR 40,00 to EUR 100,00 for 1 ECTS credit at second-cycle studies,
 - EUR 45,00 for 1 ECTS credit at first-cycle engineering studies,
 - EUR 40,00 for 1 ECTS credit at other fields of study of first-cycle studies.
 - 4) The fees for the repetition of classes due to unsatisfactory learning outcomes, at full-time and part-time of the first and second-cycle studies, for each ECTS credit assigned to a particular form of classes shall be as follows:

- EUR 50,00 for 1 ECTS credit at long-cycle master's studies, and second-cycle studies in the field of Psychology,
 - EUR 40,00 for 1 ECTS credit at first-cycle engineering studies,
 - EUR 35,00 for 1 ECTS credit at other first and second-cycle studies.
- 5) the fee for the student readmission – EUR 250,00,
 - 6) The fee for the degree thesis consultations after resuming studies in the case of removal from the student registry due to failure to submit the degree thesis or failure to take the degree examination by the established deadline – EUR 75,00,
 - 7) for issuing the Student Grade Book — PLN 4.00;
 - 8) for issuing a copy of the diploma in a foreign language — PLN 20.00;
 - 9) for issuing a copy of the diploma supplement in a foreign language — PLN 20.00;
 - 10) for issuing a duplicate diploma — PLN 20.00;
 - 11) for issuing a duplicate diploma supplement — PLN 20.00;
 - 12) for issuing the Student ID — PLN 22.00;
 - 13) for issuing related to the course of studies or completion of studies intended for legal transactions abroad — PLN 26.00;
 - 14) for issuing a duplicate Student ID — PLN 33.00;
 - 15) for issuing a duplicate Student Grade Book — PLN 6.00;
 - 16) for issuing documents other than above — PLN 20.00;
- 5) Fees shall be paid in the amount and in compliance with the rules laid down in the Rules for Charging Fees and the Chancellor's Ordinances, based on the price list valid for the academic year of undertaking studies.
 - 6) The date of the payment shall be deemed to be the date on which the funds are credited to the University's bank account. If the deadline for the payment falls on Saturday or a public holiday, the time limit shall be deemed to have been met if the payment is made on the first working day following that day.
 - 7) **The student is required to pay the tuition fees in a non-cash form to the University's euro bank account, indicated individually for each student, or to the University's PLN bank account, based on an average rate of the National Bank of Poland announced on the day before the payment is made, or pay the tuition fees in PLN directly at the WSEI cashier's office, based on an average rate of the National Bank of Poland announced on the day before the payment is made.**
 - 8) Where payments of a single amount are made out of several titles, several payment titles must be identified.
 - 9) In the event of failure to pay by the specified deadlines laid down in the Rules, statutory interest shall be charged for each day of delay.
 - 10) Payments made by students shall cover in the first place defaults on payments together with interest for the delay, and the remaining part shall be used for current receivables.
 - 11) Upon written request from the student, the University is obliged to return the cash overpayment to the bank account indicated in the application.
 - 12) In the case of due and unpaid fees, the University shall have the right to request the Student to pay them by sending an electronic notification in the manner and in the form generally accepted

- by the University for communication. Failure in the aforementioned student's notification shall give rise to a written request for payment delivered to the student.
- 13) The University reserves the right to pursue its claims against overdue fees in court.
 - 14) **In the event of overdue payments for more than three months, a foreign student shall be removed from the student registry.**
 - 15) **If the student resigns from his/her studies or is removed from the student registry, the recruitment, enrolment and tuition fees shall not be refundable.**
 - 16) **In the case of the student's removal from the list of students as a result of failure to provide the original documents required in the recruitment process, the recruitment, enrolment and tuition fees shall not be reimbursed.**
 - 17) **In the case that classes during the first semester are, from the beginning, conducted on the premises of WSEI only, a foreign student who does not receive a visa or other document allowing him/her to take up studies in such a form may claim reimbursement of the tuition fees paid. In such a case, the recruitment and enrolment fees shall not be reimbursed. The refusal of a visa should be documented (e.g. by an appropriate letter from the Embassy) and delivered to the University without delay. If the student does not receive a visa or has a visa revoked/cancelled after starting studies (irrespective of the form in which classes are provided), the tuition fees paid shall not be reimbursed.**
 - 18) **If WSEI fails to establish a specified field of study, the tuition fees paid by the student shall be reimbursed at the request of the student. In that case, the recruitment and enrolment fees shall not be reimbursed.**
 - 19) Fees for educational services shall not be charged for the period of absence from studies if the student has been granted a health leave, a parental leave, a personal leave or a special leave, or has resigned from studies on health grounds as evidenced by a medical certificate or on other valid and documented force majeure grounds.
 - 20) The student may take the final examinations and tests during winter or summer sessions, provided that all financial obligations towards the University were fulfilled, including payment of a tuition fees for the whole academic year.
 - 21) The student who was granted the Dean's consent to take a sick leave and, as a result of this decision, does not attempt to be awarded credit for his/her courses, shall not pay the tuition fees for the semester in which the Student is on the leave.
 - 22) The student who was granted the Dean's consent to take a leave other than for health-related reasons and filed a request for the leave by 15 September for a leave starting in the winter semester or by 15 February for a leave starting in the summer semester, shall not be obliged to pay the tuition fees for the semester in which the Student is on the leave.
 - 23) The student who was granted the Dean's consent to take a leave other than for health-related reasons and filed a request for the leave after the deadlines set out in § 3 section 22, is required to pay the tuition fees for the time period running from the start of the semester to the end of the month in which he/she filed the request.

II. The university undertakes to:

1. Provide the student with the first/second-cycle /long-cycle master's studies run as part-time studies in accordance with the applicable teaching standards and other higher education legal provisions.
2. Offer classes conducted by the academic staff with appropriate scientific, teaching or professional qualifications.
3. Award, upon the completion of studies and fulfilment of all the conditions laid down in the Rules of Study, a university diploma to the Student, which the University is entitled to award in accordance with the relevant law in that respect.
4. Pursue the course of study in accordance with the applicable regulations.
5. Publish information about the curriculum and the study plan, as well as the amount of the tuition fees and the payment dates on the website of the University, within the deadlines specified in the Law on Higher Education and Science and the Rules of Study.
6. Enable the Student to periodically assess the quality of education.
7. Respect the student's rights under the Law on Higher Education and Science and the Rules of Study, and provide the Student with the active/passing voting rights to the collegiate body of the University.
8. **Provide the Student with a set of work clothing and footwear necessary for work placements and practical classes.**

§ 4

Declaration of the parties

1. The University shall declare that it meets the conditions, including the academic staff and facilities/equipment, to provide the programmes of study referred to in § 2.
2. In addition, the University declares that:
 - a) it fulfils the conditions necessary for the organisational units of the University in order to run study programmes in a particular field and level of study specified in separate provisions,
 - b) studies shall be conducted with due diligence by the scientific and teaching staff with appropriate qualifications;
 - c) the organisation of the course of study and the associated rights and obligations of the student shall be laid down in the Rules of Study;
 - d) studies at the University are carried out according to the study programmes and study plans which comply with the applicable legal regulations.
3. **The student is required to participate regularly in all classes included in the study programme and to take the tests and be awarded credits in the winter and summer sessions in a timely manner. 100 % attendance is obligatory to be awarded credit for work placements and practical classes.**
4. **The university insures nursing students in each academic year against occupational exposure, personal accidents and third party liability, and the student is obliged to pay for this insurance.**
5. **The student declares that he/she agrees that the university will insure him/her against occupational exposure, personal accidents and third party liability during work placements and practical classes.**
6. **The student declares that he/she meets all the requirements imposed by law that entitle him/her to take up and pursue studies in all higher education institutions in the Republic of Poland.**

7. The student must present a certificate of vaccination against WZW-B before commencing work placements and practical classes. This is compulsory vaccinations for nursing students in order to undergo work placements and participate in practical classes, which are an obligatory part of the training programme.

8. The student declares that during work placements and practical classes he/she will have a valid medical record book for sanitary and epidemiological purposes.

9. Possession of health insurance by a foreign student is compulsory throughout his/her stay in Poland.

10. A student who is not a national of a Member State of the European Union and a Member State of the European Free Trade Agreement (EFTA) is obliged to take out insurance with the National Health Fund (NHF) upon arrival in Poland. For this purpose, the student is obliged to sign a voluntary insurance contract with the NHF and to pay the health insurance contributions himself/herself. The student is required to provide a copy of the contract concluded with the NHF to the English Studies Office. Failure to provide a copy of the required document will prevent the student from continuing his studies.

11. A foreign student who is a national of a Member State of the European Union and of a Member State of the European Free Trade Agreement (EFTA) may receive healthcare on the basis of the current European Health Insurance Card (EHIC) issued in his/her country of origin. The student is required to provide a copy of the document to the English Studies Office. In the case that the student does not have insurance title in his or her own country, the rules specified in the aforementioned section 7 above shall apply to him or her.

12. A foreign student who is not a national of a Member State of the European Union and of a Member State of the European Free Trade Agreement (EFTA) and who has been recognised as a person of Polish origin under the provisions on repatriation and who is not subject to compulsory insurance on any other basis, is subject to voluntary health insurance and the University pays his/her health insurance contribution.

13. The student declares that he/she has read the Rules of Study, the Rules for Charging Fees, the Rules of Students' Benefits at WSEI, the Rules of the Students' Fund and other normative acts applicable to the University affecting the rights and obligations of the parties under this Agreement. The student declares that he/she has been informed that the current version of the above-mentioned acts can be found on the University website - www.wsei.lublin.pl

§ 5

Final provisions

1. Amendments to the terms of this Agreement shall be made in writing, otherwise shall be null and void.
2. The Agreement shall be made in two identical copies, one for each party.
3. The Agreement shall enter into force on the date of the signature and shall be valid for the duration of studies.
4. The Agreement shall expire:

- a) together with the deadline for the final decision on removal of the student from the student registry.
 - b) after graduation.
5. The student consents to receive documents, decisions and notifications by means of the Virtual Dean's Office or e-mail and other electronic systems commonly used at the University.
6. The student declares that the residence address indicated in the Agreement is an address for the delivery of postal items, including registered mail.
7. The law applicable to the Agreement is Polish law. For matters not covered by the Agreement, the applicable law, in particular the Civil Code and the Law on Higher Education and Science, the Rules of Study at the University of Economics and Innovation in Lublin, the Statute of the University of Economics and Innovation in Lublin, as well as the Ordinance of the Rector and the Chancellor of the University of Economics and Innovation in Lublin shall apply.
8. The nullity or voidness of any provision of this Agreement shall not render the other provisions null and void.
9. The Agreement does not exempt the student from the obligation to comply with the provisions in force at the University, in particular the Rules of Study and other legal acts issued by the University authorities.

STUDENT

WSEI

INFORMATION CLAUSE

I declare that, in accordance with Article 13 section 1 and section 2 of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons in regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (Official Journal of the European Union L. 2016.119.1), General Data Protection Regulation

(hereinafter referred to as the “GDPR”) **I have received the following information on the processing of personal data at the University of Economics and Innovation in Lublin:**

1. The administrator of your personal data is the University of Economics and Innovation based in Lublin, ul. Projektowa 4, 20-209 Lublin.
2. The Data Protection Inspector is Mr Leszek Gońka, who can be contacted via e-mail: iod@wsei.lublin.pl or by telephone: 81 749-32-33. You can contact the Data Protection Inspector for all matters concerning the processing of your personal data and applying the law related to the personal data processing.
3. Personal data will be processed for the purposes of conducting the recruitment procedure at the University of Economics and Innovation in Lublin and, in the event of admission to the studies, documenting the course of study.
4. Personal data may be made available to bodies authorised by law.
5. Personal data will be stored at the University:
 - 1) if the candidate is not admitted to studies, for a period of 6 months from the date of completion of the recruitment, or
 - 2) in the case of admission to studies, for a period of 50 years from the date of completion of the studies.
6. The processing of personal data may be carried out by the Administrator, depending on the category and purpose of personal data processing, e.g. on the basis of:
 - 1) consent to the processing of personal data given by the data subject (in accordance with Article 6 section 1(a) of the GDPR);
 - 2) the provision by the user of data necessary for the execution of the contracts – e.g. in relation to the processing of personal data for the provision of services (in accordance with Article 6 section 1(b) of the GDPR);
 - 3) a legal obligation on the Administrator, including in particular obligations for tax and accounting purposes (in accordance with Article 6 section 1(c) of the GDPR);
 - 4) the Administrator’s legitimate interest – e.g. in relation to the processing of personal data for the purpose of detecting fraud and damage to the Administrator’s interests (in accordance with Article 6 section 1(f) of the GDPR).
7. The Administrator processes the personal data until there is a ground for processing, i.e. in the case of:
 - 1) being granted consent until it is revoked, restricted or other action is taken by the user restricting his or her consent;
 - 2) the necessity of the data for execution of the Agreement, for the duration of its execution and until the expiry of the limitation period for the claim under that Agreement (3 years or 6 years), in the case of a 6-year period, it is extended, in accordance with Article 118 of the Civil Code, to the end of the calendar year in which the period of 6 years expires. The starting point of the period runs from the date on which the claim falls due and, if the education process is implemented, the personal data will be kept for the time necessary for the education process and will then be archived and kept for 50 years.
 - 3) where the processing is based on the legitimate interest of the Administrator, until the user objects;

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- 4) the fulfilment of legal obligations on the Administrator, e.g. for tax and accounting purposes, to the range and for a period consistent with the applicable rules.
8. Under the GDPR, users have the following rights:
 - 1) the right to access personal data, including the right to obtain a copy of this data;
 - 2) the right to request the deletion of personal data (the so-called 'right to be forgotten');
 - 3) the right to request the correction (revision) of personal data;
 - 4) the right to request the restriction to the processing of personal data;
 - 5) the right to object to processing, to direct marketing, including profiling, of your personal data for the legitimate interest of the Administrator
 - 6) the right to file a complaint with the President of the Office for the Protection of Personal Data.
9. In order to exercise your rights and obtain any necessary data, you may contact the Administrator of the personal data in the manner indicated in section 2(2) above.
10. The provision of data is voluntary, but it is at the same time a statutory requirement for admission to studies under the Law on Higher Education and Science. Missing or incomplete data may be a basis for not considering an application form for study.
11. The data shall not be processed by automated decision-making, including profiling.
12. The Administrator does not intend to transfer your personal data to a third country or an international organisation.

Lublin, on _____
(date and signature)

