

## AGREEMENT ON THE TERMS OF PAYMENT FOR EDUCATIONAL SERVICES

concluded in Warsaw between:

SGH Warsaw School of Economics, Al. Niepodległości 162, 02-554 Warsaw,  
hereinafter referred to as "University" or "SGH", represented by:

Dean of Undergraduate/Graduate Studies<sup>1</sup>, acting on behalf of the Rector,

and .....

residing in ....., ul. ....

PESEL no. (Polish Resident Identification Number) or, in its absence, the name and  
number of the identity document and the name of the country of its issue

.....

e-mail: ....., phone .....

hereinafter referred to as the "Student".

### § 1

1. The subject-matter of the Agreement is the specification of the terms of payment for educational services in full-time/part-time<sup>1</sup> bachelor level/master level<sup>1</sup> studies in the field of ..... in ..... mode in Polish/English<sup>1</sup>.
2. The Agreement is concluded for the duration of studies referred to in par. 1.
3. If, as a result of the admission procedure taking place at the time of signing of this Agreement by the Student, the Student is admitted to studies other than specified in par. 1, this Agreement covers the terms of payment for studies to which the Student was ultimately admitted. The printout from the Internet Registration System (ISR) confirming the field of studies referred to in the preceding sentence constitutes Appendix No. 1 to the Agreement.

### § 2

1. The Student undertakes to pay the fees specified in the appendix to the Rector's Order No. 9 of 23 February 2021 on the amount of fees for educational services at bachelor level/master level studies for students who have started or resumed

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<sup>1</sup> Delete as appropriate.

studies in the academic year 2021/2022 at SGH Warsaw School of Economics, which constitutes Appendix No. 2 to the Agreement.

2. Fees are paid:

- 1) if single payment per semester is made – by 30 September for the winter semester and by the last day of February for the summer semester;
  - 2) if payment is made in instalments – by the last day of each month, starting from September in the winter semester and from February in the summer semester;
  - 3) for the repetition of a course – within 14 days from the dean's decision, and if the course is postponed, the deadline for payment is the last day of the semester preceding the semester in which the student attends the subject – for the entire course period;
  - 4) for the course not covered by the study plan – within 7 days from the day on which the relevant dean's office submits the final settlement of fees for educational services.
3. Apart from fees referred to in par. 1, the Student is obliged to pay the fees in the amount determined, by way of a regulation, by the minister responsible for higher education and science matters pursuant to Article 81 of the Act of 20 July 2018 – The Law on Higher Education and Science (Journal of Laws /Dz.U./ of 2021 items 478 and 619).
4. The Student pays fees to the University's individual bank account number shown in the USOSweb system, indicating the title of payment. If the tuition fee for the first semester/year is paid to the bank account shown in ISR, the University shall transfer the fee.
5. Each delay in payment, or incomplete payment, of the fee or any part thereof shall result in the imposition of statutory interest for default on the overdue amount by the University.
6. The date of payment of the fee shall be regarded as the day when the fee is booked on the Student's individual account.
7. At the Student's request, the University shall issue an invoice for the amount of the paid fee. The application shall be submitted to the relevant dean's office within the time-limit resulting from the provisions of the tax law.
8. In the case of change of the field or mode of study resulting in the imposition of fees in an amount different from the one paid by the Student so far, fees in the

changed amount are imposed from the beginning of the semester in which such change applies.

9. If the change of the terms of study involves the acquisition of the citizenship of the Republic of Poland by the Student, studying on terms applicable to Polish citizens commences from the month following the notification of the fact of obtaining the citizenship of the Republic of Poland to the relevant dean of studies by the Student.
10. If the change of the terms of study involves the acquisition of one of the documents listed in Article 324 par. 2 of the Act of 20 July 2018 – The Law on Higher Education and Science by the Student without Polish citizenship, the exemption from fees for full-time studies in Polish commences from the month following the notification of the fact of obtaining one of these documents to the relevant dean of studies by the Student.

#### § 3

1. If the study program is completed within a shorter period than planned, the fee shall be paid in full.
2. At the Student's documented request, in cases justified by his/her difficult financial situation, the dean may agree to the postponement of the term of payment; however, the term of payment must not exceed the study period for which the fee is to be paid. The application must be filed to the relevant dean's office by the Student not later than 14 days before the lapse of the term of payment.
3. The Student may pay for the semester in a single payment at the discount specified in the Table of fees.
4. The Student undertakes to pay fees in monthly instalments/for the semester<sup>1</sup>.
5. The Student is obliged to show the proof of payment of the fee at the request of the University's authorised employees.

#### § 4

1. The termination of this Agreement by the University occurs at the time of removal of the Student from the list of students in accordance with the Rules and Regulations of Study at SGH. In such case, the date of termination (expiration) of the Agreement shall be the day on which the decision on removal from the list of students became legally valid.

2. The Student is entitled to terminate this Agreement by giving notice in writing with effect at the end of the month in which it was filed to the relevant dean's office. Giving the notice of termination of the Agreement is tantamount to filing a statement on resignation from studies at the end of termination of the Agreement.
3. The submission of a statement on resignation from studies by the Student, pursuant to the provisions of the Rules and Regulations of Study at SGH, is tantamount to the termination of this Agreement within the time-limit specified in par. 2.
4. Removal from the list of students because of non-commencement of, or resignation from studies in accordance with § 8 par. 2 of the Rules and Regulations of Study results in the termination of the Agreement as of the day preceding the start date of the semester.
5. If the Agreement expires as a result of its termination according to the procedure referred to in par. 1–4, the University shall reimburse the fee:
  - 1) in the case of repetition of specific classes or attendance at classes not covered by the study plan – for classes planned after the date of expiration of the Agreement and for which the Student paid the fee in advance;
  - 2) in the case of the semester fee – for the period from the expiration of the Agreement until the end of the period for which the Student paid the fee in advance, in consideration of the rule that the fee is reimbursable proportionate to the number of weeks in which classes are planned (didactic weeks) following the date of expiration of the Agreement.
6. The didactic week at full-time studies and part-time studies in the afternoon mode shall mean a week containing at least one day of classes and – in the case of part-time weekend studies – one meeting.
7. The didactic week that started before the date of expiration of the Agreement shall be regarded as completed.

## § 5

1. In any matters not settled hereunder, the provisions of the Act of 23 April 1964 – Civil Code (Journal of Laws /Dz. U./ of 2020 items 1740 and 2320).
2. By signing the Agreement, the Student states that he/she has read the Rules and Regulations of Study at SGH currently in force, available at [www.sgh.waw.pl](http://www.sgh.waw.pl). The

Student states that the content of this Agreement was made available to him/her before its conclusion and he/she has read it.

3. The Student undertakes to notify the University immediately about each change of the address for correspondence. In the case of non-compliance with this obligation, letters sent to the previous address for correspondence shall be deemed delivered.

§ 6

1. Any amendments to this Agreement, as well as giving notice of its termination, must be made in writing under pain of nullity.
2. Within the meaning of this Agreement, the written form shall also mean an electronic document signed by a qualified electronic signature or personal signature or confirmed using the ePUAP trusted profile.
3. This Agreement was made in electronic form/in two identical copies for each of the parties.<sup>1</sup>

.....  
Student University

## Information on personal data processing

### 1. Controller

The Data Controller of your data is SGH Warsaw School of Economics with its registered office at Al. Niepodległości 162, 02-554 Warsaw.

### 2. Data Protection Officer

The Data Controller designated the Data Protection Officer supervising the correctness of data processing, whom you can contact by e-mail at: [iod@sgh.waw.pl](mailto:iod@sgh.waw.pl).

### 3. Purpose and legal basis of personal data processing

Your personal data are processed for the purpose of conclusion and performance of the Agreement.

The legal basis of processing of your personal data is Article 6(1)(b) of the GDPR<sup>2</sup> (processing is necessary for the conclusion and performance of the Agreement), Article 6(1)(c) and (e) of the GDPR (processing is necessary for compliance with the Controller's legal obligation and the performance of the task carried out in the public interest) and the provisions of the Act of 20 July 2018 – The Law on Higher Education and Science<sup>3</sup>.

### 4. Personal data recipients

If the Controller uses other entities' services, personal data may be disclosed to them pursuant to agreements on the entrusting of personal data processing, and these entities shall be obliged to maintain the confidentiality of processed data.

### 5. Obligation to provide personal data

The provision of personal data is necessary for the preparation, conclusion and performance of the Agreement.

### 6. Time of personal data processing

Personal data shall be processed for the time of performance of the Agreement and the period of keeping financial, and accounting and archival documentation, in accordance with the rules in force.

### 7. Rights related to personal data processing

You have the right to access, rectify or restrict the processing of your personal data. You also have the right to object to processing of your personal data.

On the basis of your personal data, no decisions shall be made based solely on automated processing within the meaning of Article 22 of the GDPR.

### 8. Right to lodge a complaint

You have the right to lodge a complaint with a supervisory authority – the President of the Personal Data Protection Office – if you consider the processing of your personal data to infringe the provisions of the GDPR.

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<sup>2</sup> 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 Processing Regulation), OJ EU L 119, 4.05.2016, p. 1, as amended.

<sup>3</sup> Journal of Laws /Dz. U./ of 2021, items 159 and 619.