

**“Executive Master of Business Administration” Post Graduate Studies  
Agreement creating an obligation**

for the Parties concerned

entered in Warsaw this .....(date).....,

between:

Institute of Economics of the Polish Academy of Sciences with registered seat in Warsaw, 72, Nowy Świat Street, called hereinafter the “Institute”, and represented by

..... – Head of the Institute;

and

Mr/Ms \_\_\_\_\_ residing at: \_\_\_\_\_

Holder of the ID Card/Passport , Series and Number: \_\_\_\_\_

Called hereinafter “Student”. .....

**Paragraph 1**

The subject matter of the present Agreement is to determine the terms of payment of Fees for the post graduate “Executive Master of Business Administration” course of studies delivered by the Institute.

**Paragraph 2**

Terms used in the present Agreement shall refer to:

- 1) the “Law” refers to the Law on Higher Education dated 27<sup>th</sup> July, 2005 – (Journal of Laws 2005, No.164, item 1365, as amended);
- 2) the “Rules of Procedure” refer to the rules and regulations governing the post graduate course of studies in the Institute;
- 3) the “Studies” – refer to the post graduate studies, as specified under par.1 of the present Agreement.
- 4) the “Director of the course of studies” is the Director of the Post Graduate Studies as specified under par. 1 of the present Agreement.

### **Paragraph 3**

1. The Institute declares that in compliance with the stipulations of the Law on Higher Education and the implementing acts referred to in the Law the Students of the Institute will be provided with:

- 1) academic instruction during the course of studies on terms and conditions specified in the Agreement and in the Rules of Procedure in the Post Graduate Course of Studies and the internal enactments of the Institute;
- 2) educational services within the framework of the adopted programme of studies delivered by qualified lecturers, availability of well equipped locations, provision of logistics, and administrative services involved in the process of education;
- 3) a Certificate of completing a course of studies in Polish and in English provided Students observe all the required regulations.

2. Students declare that prior to signing the present Agreement they have read the Rules of Procedure referring to the Course of Post Graduate Studies.

### **Paragraph 4**

1. The Institute shall undertake to:

- 1) provide the educational services in the Post Graduate Course of Studies performed by lecturers and specialists and qualified personnel in a given field of knowledge whose didactic and academic qualifications are adequate;
- 2) deliver the course of Studies in compliance with the adopted programme of study taking into consideration possible adjustments that may be introduced in compliance with the Law on Higher Education and implementing acts by the Director of the Post Graduate Course of Studies in order to ensure the required high quality performance of the Course of Studies;
- 3) issue a Certificate of completing a course of studies in Polish and in English to Students who have completed their course of studies.
- 4) observe the Students rights due and determined under the Law on Higher Education, the Rules of Procedure in Post Graduate Studies and any other implemented legal acts of the Institute.

2. Students shall be required to:

1) abide by and to submit to all the regulations resulting from the Law on Higher Education, the Rules of Procedure in Post Graduate Studies and other implementing legal acts of the Institute.

2) advise the Institute in writing of any changes in the Students' personal data. Students will be held responsible for negligence in this matter.

3) make payments for the Course of Studies on terms as provided in Par. 5 of the present Agreement.

### **Paragraph 5**

1. The Fee to be paid by a Student on behalf of the Institute shall amount in total to ..... zlotys (say: ..... zlotys) for participation in the Course of Studies in compliance with Ordinance no ..... of ....., on establishing the "Executive Master of Business Administration" post graduate course of studies in the Institute of Economics of the Polish Academy of Sciences, comprising of ..... zlotys to cover the cost of recruitment, called herebelow the "Entry Fee" and ..... zlotys for the cost of participating in the course of Studies – called herebelow the "Fee".

2. The Fee in the amount of ..... zlotys shall be paid as per Semester and in advance in two instalments: the First Instalment shall be paid in the amount of ..... zlotys not later than 5 days prior to the beginning of course of studies of the First Semester, and the Second Instalment not later than 5 days prior to the beginning of the course of studies of the Second Semester.

3. In compliance with a Statement submitted the Fee may be paid in ten (10) monthly instalments, comprising of the monthly fee in the amount of ..... zlotys and the handling charge of ..... zlotys. The total amount of all payments will be ..... zlotys. Fee payed in monthly instalments for the first month shall be payable not later than 5 days prior to the beginning of the course of studies of the First Semester, and in the subsequent months not later than 5 days before the beginning of each month for which the payment shall be due.

4. In compliance with a Statement submitted the Fee payed on one instalment for the entire academic year not later than 5 days prior to the beginning of the course of studies of the First Semester benefits from a reduction in the amount of ..... zlotys. The Annual Fee will be .....zlotys.
5. Change of the examination date combined with the defence of the Final Thesis as specified under art. 44 point 2b of the Rules of Procedure of the INE PAN course of Post Graduate Studies to a later date will make a Student pay for the Supervisor's Surveillance 2000 zlotys for every Semester began. Subsequent fees shall be made per semester not later than 5 days prior to the start of a new Semester.
6. Semester payments and payments specified under section 3 overdue for 14 calendar days from the date specified under the Agreement shall result in withdrawing Student's name from the Students' Roll without further notice. An Application submitted to the Director of the course of Studies will be required to re-enter the course of studies, including payment of the fees due and payment of the handling charge in the amount of 400 zlotys.
7. The date of payment means the cleared payment has been received by the bank account of the Institute.

#### **Paragraph 6**

1. The Agreement is entered for the duration of the Course of Studies subject to provisions specified under section 2 and 3.
2. Students shall have the right to terminate the present Agreement at any time. Termination of the Agreement by a Student is equivalent to the Student's resignation from the course of studies and provides ground to delete the Student's name from the roll of Participants of the Course of Studies. Termination of the Agreement shall require to be made in writing under the rigour of nullity.
3. The Agreement shall terminate prior to its date of expiry in the event a Student is deleted from the Roll of Participants of the Course of Study on legal grounds. Termination of the Agreement shall become effective at the end of the

calendar month in which the decision to withdraw a Student from the list has become final.

4. In the event the Agreement is terminated after the beginning of the teaching period it will be binding for a Student to cover the fee for every Semester that began.

5. Students have the right to be reimbursed the part of the Fee payed by him/her for the semesters following the Semester during which the present Agreement with a Student was subject to termination.

6. Motion for the reimbursement of the Fee payed shall be submitted to the Director of the Course of Studies.

### **Paragraph 7**

1. Students agree to have their personal data processed by the Institute within the scope require for the implementation of the present Agreement, as provided under the Personal Data Protection Law of 29 August, 1997 (Journal of Laws, 1977, no. 133, item 833, as amended).

2. In matters not regulated by the present Agreement relevant provisions of the Higher Education Law including its implementing acts and internal legal acts of the Institute shall apply and where they do not apply the regulations of the Civil Code shall become binding.

3. Any and all amendments to the present Agreement shall be made in writing under the rigour of nullity.

4. The Agreement is drawn in two counterparts, one for each of the Parties concerned.

Head of the Institute

Student

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