Sample Contract of Education - IUF

formed between International Business School – Budapest (1031 Budapest, Záhony u. 7., Tax number: 18086223-2-41; institutional registration number: FI35200) as Educational Service Provider (ESP), and:

[personal data]

as Student with the following terms and conditions:

Details of the Foundation Programme

- #1. Qualification (competency, level) available: knowledge and skills sufficient for starting higher education studies in English
- #2. Form of education: in groups
- #3. Place of delivery: International Business School, 1031 Budapest, Záhony u. 7.
- #4. Programme duration: 25 teaching weeks during the academic year (2 semesters).
- #5. Timing of education: 16 hours per week, according to the group timetable on workdays between 08:00 a.m. and 8:00 p.m (Budapest time). Student shall receive the relevant timetable since it depends on the student's level on the first teaching day of the semester, at the latest.
- #6. ESP shall consider the student's existing language skills upon the entrance test and shall group the students according to their level.
- #7. The planned closing date of the programme is the last day of the last month of teaching as indicated in the annual calendar.
- #8. Tutors keep a record of presence, and they assess the student's performance by in-class tests and assignments. Student's progression is assessed in each module every semester. At the end of the programme an exit test is offered to all students, regardless of their performance. The result of the exit test can be compared with that of the entrance test.
- #9. Upon completion of requirements and meeting the conditions laid down in the Student Guide, Student shall receive a Certificate of completing the Programme. Only students who participate in at least 80% of the classes are eligible for a certificate. The qualification of the certificate is based on the results of the four Progress Reports.
- #10. The programme fee covers the cost of all entrance and exit tests and all assessment during the programme. The programme fee is independent of Student's previous language skills, level or participation in the classes. Financing the programme is Student's responsibility (it is not funded).
- * Programme fee: [sum] EUR
- * One-time registration fee for non-EU citizens: [sum] EUR
- * Entrance and exit tests and all assessment during the programme: 0 EUR

If, due to unavoidable external circumstances, IBS provides education and assessments (or part of them) in online format instead of services requiring personal presence, tuition fees cannot be reduced or reclaimed.

#11. Payment dates:

- * for non-EU citizens the whole amount including registration fee is due at enrolment;
- * for EU citizens Eur [sum] is due at enrolment, and another Eur [sum] is due by the last day of the month preceding the first teaching day of the second semester of teaching.
- *General terms and conditions*
- #12. One taught lesson lasts 45 minutes (a double lesson lasts 90 minutes); double lessons are followed by 30-minute breaks.
- #13. Student understands that s/he has no right choose his/her group, teachers, and timetable; ESP at all times assigns Student the appropriate group according to Student's language level. Depending on the total number of students on the Programme, and on the progression of students, ESP has the right to reorganise student grouping and/or teacher allocations even after the commencement of the Programme. ESP's changing of the Student's group or the teacher does not create grounds for Student to withdraw from this Contract.
- #14. For quality assurance purposes, visiting staff members may observe some lessons.
- #15. The fee of education stated above must be paid without regard to whether or not Student attends the Programme throughout its duration.
- #16. Withdrawing from attending the Programme at any time during its duration does not create grounds for Student to reclaim part of, or the entire fee of education paid, except if ESP fails to organise, interrupts, or does not complete the Programme for reasons under ESP's responsibility. In this case, ESP must refund the fee of education paid to Student or a representative named by Student.

In addition, parties agree that either party has the right to terminate this Contract with immediate effect if the other party seriously or repeatedly violates this Contract, resulting in a situation where the other party can no longer be expected to fulfil its contractual obligations. For the legal consequences of the termination rules of the Hungarian Civil Code apply.

- #17. Student states that s/he has read, understood and accepts the detailed regulations and conditions of the Programme as contained in the Student Guide, the Tuition fee regulations (available on ESP's Intranet system or at the Centre for Student Services), Regulations of Use of IT Services and Data Protection Regulations including the legal sanctions of failing to conform with requirements and standards of decent behaviour. The content of these documents forms Appendix to this Contract without being physically attached to it and they can be viewed on ESP's Moodle system or at the Centre for Student Services.
- #18. Student shall not, physically or verbally, offend, outrage, harass or intimidate other members of the IBS community by his actions or conduct; obstruct or disrupt the academic activity; or promote concepts that are irreconcilable with the declared values of IBS (e.g. racist or discriminatory views, etc.). Student understands that with regard to the essentially co-operative nature of the academic activity, as well as to the due interests and rights of other Students and employees of IBS IBS shall consider such actions or conduct as major damage to its interests, and shall have the right, in serious cases, to unilaterally terminate this contract prematurely, with immediate effect.

- #19. Student understands that his/her personal data shall be managed according to the school's Data Protection Regulations; Student's data (personal information) shall be released to the Hungarian police, courts, prosecutors, national security and state administration authorities, including the immigration authority.
- #20. By signing this Contract Student authorises School to publish Student's photographic or video image taken in School premises or at events organised by IBS. By signing this Contract Student authorises School to examine the content of any papers or electronic devices found on the student's person on occasions of academic assessment (tests, exams, etc.), brought to the venue of assessment in violation of examination regulations.
- #21. In addition to the persons listed in 19-20 above, I give/deny my consent to the release/use of my personal and academic data to the persons below as follows (please underline):
- * to my parents: *I consent* / *I do not consent*
- * to the agency involved in my enrolment: *I consent* / *I do not consent*
- * to the embassy of my country: *I consent* / *I do not consent*
- * to my health insurance provider: *I consent* / *I do not consent*
- * *I consent* *I do not consent* to the photocopying of my personal documents (passport, ID card, etc.)
- #22. (optional) I would like to declare that I have a learning related disability or chronic health condition that impacts on my studies, and I give consent to the Equal Rights Coordinator to contact me about it:
- * *Yes* / *No*

The governing rules of this Contract shall be the regulations of the Hungarian Civil Code and related legal regulations. In the event of any disputes arising out of this Contract, Parties expressly stipulate the scope of Hungarian law and the exclusive jurisdiction of the Court of the 2nd and 3rd Districts of Budapest.

Budapest, [date]

International Business School

(Educational Service Provider)

Student