# Appendix 1 to Order no. 86/ 2024 of the Rector of the Medical University of Bialystok dated 9.07.2024 “Appendix no. 4 to the Regulations of Student Dormitory”

**AGREEMENT NO.\_\_\_\_\_\_\_\_ /……………..
for the allocation of place in Student Dormitory**

concluded by and between:

**Medical University of Bialystok, ul.** Kilińskiego 1, 15-089 Białystok, represented by the:

………………………………………………………………………… - Head of Student Dormitories No. 1 and no. 2 acting on the basis of the PoA granted by the Rector, hereinafter referred to as the University,

and Ms/Mr…………………………………………………………………………………………………………………….. **Student/Doctoral Student of the Medical University of Bialystok,**

PESEL: ……………………………………………………………

Faculty

year of studies………………………………………………………

Student index no.......................................................

address of permanent residence
........................................................................................

correspondence address
........................................................................................................................

e-mail………………………………………………………………………………………………………………………………………

contact telephone……………………………………………………………………………………….………………………

/ hereinafter referred to as Student/Doctoral Student

Having considered the application submitted by Student/Doctoral Student on...................concerning allocation of place in Student Dormitory no.................., agreement of the following content shall be concluded:

# § 1

1. The University hands over for joint use by Student/Doctoral Student........................a .......-person room no.................at the Student Dormitory no........hereinafter referred to as SD, with equipment, specified in detail in accordance with the template in Appendix no. 4a or 4b to the Regulations of Student Dormitory and designation for residence, education and rest of the Student/Doctoral Student. Filled-out and signed protocol shall constitute an integral part of the hereby Agreement.
2. The University hands over the subject of Agreement as per sec.1 in the state fit for the agreed use and the Student/Doctoral Student undertakes to maintain it in such a state throughout the whole period of Agreement validity.
3. The handover of the room shall occur on the date of agreement conclusion which is hereby confirmed by the Student/Doctoral Student.
4. The rights and obligations of the Student/Doctoral Student are specified in the “Regulations of Student Dormitory” and the Student/Doctoral Student undertakes to abide by them by signing the hereby Agreement.
5. The University shall be entitled to inspect the state of the room in the course of the academic year after prior notifying the residence of this intention (announcement on the board of announcements or announcement on the website of the Student Dormitory).
6. In the absence of residents, the University representative may enter the room in cases justified by the fear of danger in the Student Dormitory and, in particular: in case of the residents leaving switched on electricity receivers, noting open windows in the room, failures of installation systems in the Student Dormitory or the need to conduct the necessary or urgent actions targeted at correct functioning of the building such as failures, inventorying, technical overhauls, disinfections, submission by the Student/Doctoral Student of a defect etc.

# § 2

1. Monthly payment for the use of the room shall amount to.....................................PLN.
2. The Student/Doctoral Student undertakes to make monthly payments on or before the 10th day of each month for a given month. In case of delays in payment of these payments the University shall be entitled to calculate statutory interest.
3. The payment ought to be made to the bank account of the University.

# § 3

* 1. The Student/Doctoral Student shall pay the University a contractual penalty of 100 PLN for each breach in the following cases:
1. smoking tobacco in the area and in the premises of the Student Dormitory,
2. using electric cookers, portable ovens, electric grill devices etc. or portable heaters and other electric heaters in the rooms
3. leaving switched on gas cookers and electrical devices in the kitchen,
4. patching up ventilation grids and fire sensors,
5. handing over an uncleaned room after agreement expiry,
6. sticking item to the entrance doors to the room,
7. Keeping bikes, scooters etc. in the room or in the corridors
	1. In case of a fire alarm, the Student/Doctoral Student shall be obliged to abide by the notifications released by the warning sound system and instructions of fire-fighting services and Student Dormitory administration.
	In case of failure to adhere to the above-specified orders the contractual penalty of 70 PLN shall be applied for the first breach and in case of repeated breach i.e. Failure to adhere to the above-specified instructions - the penalty shall increase to 300 PLN and it shall entail a possibility of crossing the person in question out from the list of Student Dormitory residents.

3. In case of causing the fire alarm to switch on at the fault of the student or a guest invited by them, the student shall be burdened with a contractual penalty of 100 PLN. If the alarm is switched on in the segment, the penalty specified in the preceding sentence shall be charged to all the residents of a given segment, unless it is possible to establish the person or persons responsible for that action. If the alarm is switched on in the generally-accessible premises, the penalty specified in the preceding sentence shall be charged to all the residents of a given storey, unless it is possible to establish the person or persons responsible for that action.

4. In case of noting that during the absence of the Student/Doctoral Student in the room the lights or electrical equipment have remained switched on, the Student/Doctoral Student shall be burdened with a contractual penalty of 50 PLN. If no Student/Doctoral Student is found responsible for leaving the lights or electrical equipment on, the penalty specified in the preceding sentence shall be placed jointly on all the residents of that room.

5. In case of displacing, damaging or otherwise destroying keys or magnetic entrance card by the resident, he or she shall be charged with the fee of 50 PLN.

# § 4

1. The Agreement is concluded for a definite period of time, from ..................................to...........................
2. The release of decision on removal from the list of students/doctoral students shall cause the expiry of the agreement within 14 days from obtaining the decision on removal but no later than until 30 June of the year specified in sec. 1.
3. The Agreement may be terminated by the University prior to that term if the Student/Doctoral Student:
4. fails to check in within 7 days from the date of obtaining allocation of the place,
5. is in arrears with payment for at least one month,
6. breaches the provisions in place in the Student Dormitory,
7. failed to make the deposit payment for accommodation as per § 6 of the hereby Regulations,
8. failed to adhere for the second time to the obligations stemming from the announcement of the fire alarm.
9. Decision concerning termination of agreement shall be made by the Student Dormitory Manager while in the situation specified in sec. 3 point 3 of the hereby paragraph, after obtaining an opinion from the Council of Residents.
10. Upon application of the Student/Doctoral Student, the Agreement may be terminated prior to the term for which it has been concluded.
11. Application for termination of the Agreement must be submitted to the Student Dormitory Manager no later than on the 15th day of the month at the end of which the Student/Doctoral Student intends to move out. Failure to meet this obligation shall result in calculation of an amount payable for the subsequent month of stay in the Student Dormitory.
12. In case of Agreement expiry or termination prior to the expiry, the Student/Doctoral Student undertakes to abandon the room and organize financial settlement.
13. The Student/Doctoral Student undertakes to hand over the room prior to checking out in the same state in which he obtained it: clean fridge, walls, washed floors, cleaned shelves and thrown out rubbish, keys handed over to administration.
14. The Student/Doctoral Student undertakes to submit the check-out term 2-3 days prior to the planned date of moving out.
15. The Student/Doctoral Student undertakes to hand over prior to moving out items collected from the storage (bed linen, blankets, lamps, vacuum etc.).
16. The Student/Doctoral Student undertakes to hand over the room prior to moving out to the commission consisting of the representative of the Council of Residents and of the Student Dormitory administration or the administration of the Student Dormitory.
17. In case of not abandoning the room by the Student/Doctoral Student at a designated timeframe, the Head of the Student Dormitory shall carry out the authorized checking out and burden the Student/Doctoral Student with a fee for the subsequent month and for the checking out costs.
18. Failure to collect items after an authorized check out within 7 days shall mean an expression of consent for their passing onto social aid institutions or authorized removal.

# § 5

1. After Agreement termination, the Student/Doctoral Student shall be obliged to release the room with the equipment in the state not worsened than its standard wear and tear resulting from correct use.
2. Leaving items in the room shall involve calculation of a fee for occupying the space/room and granting consent for their handover to the social aid institutions or their authorized removal.
3. The Student/Doctoral Student shall be obliged to cover material losses in the Student Dormitory for which he or shell shall be responsible.

# § 6

1. The deposit shall constitute a security of receivables of the University on account of losses that might arise in relation to damages in the Student Dormitory property (the resident shall be responsible for damages caused also in the premises of general use) and on account of arrears in payments for the Student Dormitory including calculated interest for delays and the calculated contractual penalties.
2. The deposit shall be collected prior to checking in (as specified in the Regulations of the Student Dormitory) by the resident for the duration of their stay in the Student Dormitory.
3. The deposit to secure the University claims shall amount to..........................PLN (monthly fee for the space in the Student Dormitory) shall be paid by the Student/Doctoral Student to the University account.
4. After termination of the hereby Agreement, in case of lack of arrears and other liabilities towards the Student Dormitory, the deposit shall be passed onto the subsequent academic year.
5. After graduation or resigning from residing in the Student Dormitory, upon application of the resident, the deposit shall be returned provided that no necessity occurs to deduct the deposit from any liabilities of the resident towards the Student Dormitory.
6. In case of partial or full use of the deposit towards liabilities in a given academic year, the resident of the Student Dormitory shall re-submit or supplement the deposit in the amount equivalent to the monthly fee for the occupied space in the room.

# § 7

1. In case of all matters unresolved by the hereby Agreement the relevant provisions of the Civil Code shall apply.
2. Upon conclusion of the hereby Agreement, all prior agreements concluded by the parties concerning the use of space in the Student Dormitory shall lose their force.
3. The Agreement has been drawn up in two identical copies - one for the Student/Doctoral Student and one for the University.

**STUDENT/DOCTORAL STUDENT:**

**UNIVERSITY:**

**Information concerning the processing by the Medical University of Białystok of personal data of the Student/Doctoral Student in relation to the conclusion of the Agreement for the use of the space in the student dormitory**

1. The Controller of my personal data is the Medical University of Bialystok with its seat at: Kilińskiego 1, 15-089 Białystok, represented by the Rector.
2. With respect to my personal data I may contact the Data Protection Inspector at the Medical University of Bialystok through sending an email message to the address: iod@umb.edu.pl or via another manner using the contact details specified on the website of the University.
3. My personal data shall be processed for the purpose of executing the agreement pursuant to Art. 6 sec. 1 letter b of GDPR.
4. Recipients of personal data shall be external entities providing services related to ongoing University operations, providers and supporters of IT systems - pursuant to applicable agreements on entrustment of personal data processing and upon ensuring appropriate technical and organizational means ensuring data protection.
5. Personal data shall be stored for the period necessary to execute the agreement and settle accounts stemming from the provisions of law, including archiving regulations.
6. I am entitled to access data, amend them, remove them, limit their processing according to the principles specified in GDPR. In order to exercise the rights I may contact Data Protection Inspector.
7. I shall be entitled to submit a complaint to the Chairman of the Personal Data Protection Office, at the address: ul. Stawki Street, 00-193 Warszawa, when it is justified that the personal data are processed by the Data Controller in breach of GDPR.
8. On the basis of personal data, the Controller shall not undertake any automated decisions, including decisions which are the result of profiling in the meaning of GDPR.
9. Indication of personal data is voluntary, however, obligatory in order to execute the Agreement.

**Student/Doctoral Student signature:**