



STUDENT AGREEMENT

1. PARTIES

Diaconia University of Applied Sciences (“Diak”)
Kyläsaarenpukuja 2
00580 Helsinki
Finland

Contact information:

a) Matters of Study

Student Services
opintotoimisto@diak.fi
Tel. +358 29 469 6433

b) Agreement and Fees:

Vice-Rector, Director of Education

and

[Full Name] (“Student”), whose date of birth is [dd/mm/yyyy] and who is a citizen of [Country].

Address: [Insert street address, zip code, city and country]

E-mail: [Email]

Tel: [Telephone number with country code]

Finnish national learner ID: [Learner ID number]

The Student shall inform Diak of any change of address and contact numbers and details, otherwise any notices or information sent to the last address provided by the Student shall be deemed to have been properly given.

Hereinafter each is referred to as a “Party” and together the “Parties”.

2. BACKGROUND

The Student has accepted the offer to study in the Bachelor's Degree Programme in Social Services offered by Diak under the terms and conditions set out in this Agreement.

3. DEFINITIONS

In this Agreement, the following expressions shall have the following meanings:

Semester means either the time period between 1 January and 31 July (Spring Semester) or 1 August and 31 December (Autumn Semester) of each year.

Academic Year means the time period between 1 August and 31 July of each year.

Fees means fees payable by the Student to Diak.

Policies means various Diak policy documents including but not limited to Degree Regulations, ICT and Security Policy, Library terms and conditions. Policies are subject to update/change from time to time.

Programme means the academic degree programme for which the Student is enrolled and which is specified in the Study Information. The total scale of the Programme is 210 credit points (ECTS).

Study Information means the documents published and updated by Diak from time to time containing details of Diak's Programmes of Study, Policies and other relevant information for students enrolled at Diak.

4. DIAK'S OBLIGATIONS

Diak provides the Student with the Programme in accordance with the Study Information as amended from time to time. Diak makes reasonable efforts to ensure the quality of the Programme offered.

Subject to the Student successfully fulfilling the requirements of the Programme, completing the Programme and complying with this Agreement the Student is awarded the applicable academic degree. Specific details relating to the arrangements for the Programme are available in the Study Information.

Diak is committed to the laws and regulations applicable to universities of applied sciences in Finland, including but not limited to the Act on Universities of Applied Sciences (932/2014, as amended), as well as the degree regulations confirmed by Diak from time to time. The degree regulations are available on Diak's website.

5. STUDENT'S OBLIGATIONS

The Student is obliged to comply with applicable laws, Policies and this Agreement during the Programme. In order to be issued a degree certificate, The Student must complete the studies included in the degree in accordance with the Study Information.

The Student's admission is conditional until the required certificates and other supporting documents have been submitted by the Student and reviewed by Diak. Diak can revoke the admission if the Student fails to provide the required certificates within 14 days of the start of contact teaching, or if the Student has provided inaccurate information in their application and would not have qualified for a place otherwise.

5.1. Right to Reside in Finland

The Student is aware of and agrees that they need to have a valid residence permit to study in Finland. Matters related to immigration and residence permits, as well as the grounds thereof, are governed and decided by the Finnish government and the Finnish Immigration Service. The Student is responsible for independently providing the necessary materials and information directly to the Finnish Immigration Services or other relevant authorities. The Student is aware that Diak does not have any control over immigration matters, such as the application process or related decisions.

5.2. Fees

The tuition fee in the Programme is 12 000 euros per Academic Year.

All Fees are clearly published in the Study Information for new students. Diak reserves the right to amend any Fees applicable to the Programme, including but not limited to the tuition fee, from time to time. The tuition fee may increase by up to 10% over the duration of a Student's period of studies (estimated 3.5 Academic Years) and no less than three months' notice will be provided for an increase in the tuition fee.

The Student ensures that all Fees are paid in advance of the commencement of each Academic Year. The Fees and payment schedule are specified in the Study Information. If the student has not paid their tuition fee by the deadline given by Diak, Diak has the right, at its sole discretion, to revoke the Student's right to study. Student may apply for reinstatement of the right to study as defined in the Degree Regulations.

The student is only entitled to a tuition fee refund in cases defined in the Degree Regulations.

Grounds on which the Student is exempted from paying tuition fees are defined in the Universities of Applied Sciences Act. If the student's immigration or citizenship status changes during their studies, the Student is required to provide Diak with a full copy of the relevant authority's decision concerning the change of status. The status justifying the exemption must be valid before the beginning of each Semester for the person to be exempted from the tuition fee for the said Semester.

If the Student's immigration or citizenship status changes in the middle of the Academic Year and the Student will no longer be liable to pay tuition fees, the Student will be exempted from paying tuition fees from the next Semester onwards. If the Student has already paid the tuition fee for the next Semester, the paid tuition fee may be refunded.

5.3. Behavioral Obligations

The Student shall respect the resources and facilities offered by Diak. Diak will not tolerate violence, bullying or intimidation of any kind. All cheating, plagiarism or other academic offences are taken very seriously. Formal disciplinary action will be taken against students who commit any above-mentioned acts. Such action will be taken in accordance with Diak's Policies and may result in a warning from Diak's CEO, Rector, revocation of the student's right to study, or other measures deemed necessary by Diak.

5.4 Health/Medical Cover/Insurance

It is the responsibility of the Student to ensure that they possess adequate and valid medical insurance. The Student is aware that Diak does not have any insurance related to the Student apart from accident insurance which covers curricular activities and journeys which are directly related to such activities. The accident insurance does not cover accidents that take place off school hours. For the purposes of insurance, accident is a sudden, external occurrence that causes physical injury and is beyond the control of the insured.

6. LIMITATION OF LIABILITY

Diak shall not assume any liability for any failure to perform an obligation under this Agreement, when and to the extent such failure to perform is caused by or results from circumstances reasonably beyond its control, including, without limitation, events such as strike or boycott, natural disaster, national or regional emergency, act of any governmental authority, change of laws or regulations, unforeseeable discontinuation of public funding, civil disorders or other civil unrest, acts of aggression, war, energy shortages, network traffic failure, fire, water damage, explosions, failure of utilities, mechanical breakdowns, material shortages, epidemic, pandemic or other outbreak of serious illness, staff shortage due to illness, or other similar events beyond Diak's reasonable control. Diak shall resume performance of this Agreement as soon as the cause for such exemption to performance has been resolved.

Diak assumes no liability over changes in the Programme or availability of specific courses or other content during the validity of this Agreement.

Diak is not liable for and does not warrant that the Programme is suitable for any specific occupation, job, position or purpose. Some of the Programmes offered by Diak may, however, lead to the holder of the resulting degree to generally qualify for certain professions. Please note that certain professions, especially within the social services and healthcare sectors, may require additional licenses or authority permits before they can be practiced within a certain country or region.

Diak shall not assume any liability over any indirect or consequential damages. Limitation of liability does not cover damages caused by intentional or gross negligent acts or personal injuries resulting from occupational accidents in connection with the Student's curricular activities insofar such accident is covered by the regulatory accident insurance provided by Diak.

7. MISCELLANEOUS

No amendments to this Agreement shall be effective unless made in writing and duly authorized by both Parties. This Agreement is personal in nature, The Student may not assign this Agreement or any part of it to a third party.

Any notice or other information that is required to be given by either Diak or the Student relating to this Agreement must be in writing and may be given by hand or sent by post or email.

This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with the laws of Finland, excluding the choice of law provisions and principles. In case of dispute or difference between the Parties arising out or in connection with this Agreement, the Parties shall first endeavor to settle it amicably. Both Parties shall have the right to bring the matter in dispute to be resolved in the District Court of Helsinki.

8. TERM

This Agreement shall remain in force starting from the date of the Parties' signatures until the end of the Student's Programme unless terminated as a result of the Student withdrawing or being removed from the Programme/Diak.

Clauses 6 and 7 of this Agreement shall remain in force irrespective of the termination of this Agreement.

9. SIGNATURES

This Agreement is signed by Diaconia University of Applied Sciences and the Student.

Vice-Rector, Director of Education
Diaconia University of Applied Sciences

[Student's name]