



MACKENZIE PRESBYTERIAN INSTITUTE

MACKENZIE PRESBYTERIAN UNIVERSITY LEARNING AGREEMENT INSTRUMENT EXTENSION COURSES

Student's name	Registration number
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The student identified above, agreeing with the enrollment application which is now part of this instrument, on one side, and, on the other side, **MACKENZIE PRESBYTERIAN INSTITUTE**, a civil association of non-profit, educational purposes, confessional institution, as stated in Article 20, item III, of the Law of Directives and Bases for National Education, enrolled in the national taxpayers' register – CNPJ/MF under no. 60.967.551/0001-50, headquarters at 896, Consolação street, in the city of Sao Paulo, represented by its Director-President, Dr. José Inácio Ramos, and by its Social Responsibility and Finances Director, Dr. José Paulo Fernandes Júnior, maintainer entity of **MACKENZIE PRESBYTERIAN UNIVERSITY**, hereinafter denominated **MACKENZIE**, undersign this contract for services, accordingly to all applicable legislation, including Mackenzie's intern policy enacted in its university autonomy, as well as Mackenzie Presbyterian Institute's intern policy, and, thence, agree as follows:

Clause 1 – The object of this instrument is the educational service provided by **MACKENZIE** to the student, hereinafter denominated **CLIENT**, according to the offer presented in the published official notice (<http://up.mackenzie.br/extensao/>) related to the course, as detailed in Clause 3.

Clause 2 – **MACKENZIE** guarantees a place for the **CLIENT** in its student body pursuant to the enrollment application which is part of this instrument.

2.1 – **MACKENZIE** reserves the right to postpone class start date and to cancel the course in case there is insufficient amount of enrollments, refunding the **CLIENT** the enrollment fees in the event that the last situation occurs.

2.2 – By undersigning this document, the **CLIENT** declares being aware of the institution's confessional character, according to Article 20, item III, of the Law of Directives and Bases for National Education (no. 9.394, 20/12/1996), thence, acting conformably the principles of reformed Christian faith and ethics, committed to Mackenzie Presbyterian Institute's values and principles, Mackenzie Presbyterian University's maintainer entity.

Clause 3 – As consideration for the services provided in 2017, foreseen in Clause 2, the **CLIENT** will pay the amount described below.

COURSE	CREDIT HOURS	TUITION AND FEES
		R\$





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3.1 – Payment will only be accepted by Brazilian payment bank slip or credit card.

Clause 4 – The amount delineated above is related, exclusively, to service provision described in Clause 1.

4.1 – Extraordinary expenses and services are not included in the amount – such as books, photocopies, conclusion certificate re-issue, electronic materials like CDs, DVDs, softwares, licenses and provider's services, and other services not specified here. These services will be charged separately, as the case may be.

Clause 5 – The **CLIENT** had previous knowledge about this contract financial conditions, which were described in an accessible way (**Article 2 of Law no. 9.870/99**), integrating this instrument in the following terms:

5.1 – Tuition and fees correspond to course duration and will be payed according to the chart in Clause 3 and to pertinent legislation (refer to Clauses 3 and 5.3).

5.2 – In each and every enrollment hypothesis, **payment bank slips** will be sent to the e-mail address indicated by the student. Enrollment full accomplishment depends on its payment.

5.3 – The **CLIENT** complies with reporting address change to **MACKENZIE**, under the penalty of presuming that the communication was delivered to the last address registered in Mackenzie's database, which includes communication for legal purposes.

5.4 - The student eligible for tuition discount related to the Educational Cooperation Agreement will be registered only through confirmation document and only in the month when the discount is requested.

Clause 6 – Absence or abandonment do not give the student the right to plead refunding of the payed amount. In the event of enrollment cancelation, the student will pay the amount referring to the month when it is requested.

Clause 7 – The **CLIENT** can cancel the enrollment by means of a requisition duly filled out and presented to **MACKENZIE**, answering for all pending expenses and tuition amounts until the month of the request and including it, even without attending classes, with a fine of 2% (two per cent) plus interest on arrears of 1% (one per cent) per month *pro rata die*.

7.1 – If the enrolled student requests the cancellation before class start date, there will be a refund of 80% (eighty per cent) related to the payed amount.

7.2 – If the enrolled student requests the cancellation after class start date, there will not be refunds related to enrollment amount.

Clause 8 – The scholarship beneficiary, sponsored by official or private entity, will pay the amount until the promissory payer starts paying.

Clause 9 – The negligent payer's name might be included in the Credit Bureau (Serviço de Proteção ao Crédito – SPC and SERASA), according to the Article 43, item II, Law no. 8.078/90, after verified previous notification.





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Clause 10 – **MACKENZIE** does not take responsibility for the disappearance of personal documents and valuable objects, such as jewelry, mobile phone, camera, electronic devices and others. The University recommends that students avoid carrying these objects inside its campi or, when it is strictly necessary, that students keep them under possession, vigilance and control to eschew misleading or loss.

Clause 11 – The **CLIENT** declares being aware and submitting to the disciplinary dispositions established in Articles 185 to 190 of Mackenzie Presbyterian University's Internal Regulations (http://www.mackenzie.br/regimento_geral.html), Academic Decorum Code and other regulatory acts, and also answers to indolent assault practice and harmful substances usage, portage and provision inside the campi, illegal, against public policy acts, inside or outside the campi, as well as commits to indemnify occasional personal, material and moral detriment and damage to **MACKENZIE** or others when duly properly proven.

11.1 – The **CLIENT** must care for the secrecy and exclusive use of his/her data-login and password- to access the Mackenzie's service electronic system. The student is entirely responsible for all kinds of undue use or deriving injury.

Clause 12 – The omissive and doubtful cases will be solved by Mackenzie Presbyterian Institute's Planning and Finances Committee.

Clause 13 – It is hereby agreed that the courts of São Paulo will have jurisdiction to solve the doubts that this instrument might arouse.

The parties, being in agreement with all the terms and conditions, sign the instrument herein 2 (two) copies having the same value, form and content, jointly with 2 (two) witnesses, for legal effects.

São Paulo, ____ / ____ / ____.


MACKENZIE PRESBYTERIAN INSTITUTE


JOSÉ PAULO FERNANDES JÚNIOR
Social Responsibility and Finances Director


JOSÉ INÁCIO RAMOS
Diretor-President

CLIENT (STUDENT)

Witnesses:

1. 
Name: Roseli Oliveira Damiani Barreto
CPF: 069.294.718-36

2. _____
Name: Maria Celestina Padovez
CPF: 941.618.018-15

