CONTRACT

**concerning conditions for payment of educational services rendered by the University of Gdańsk for postgraduate (non-degree) studies financed in installments for the participant with funds from a third party**

# This Contract is entered into on ...............................................(date), in Gdańsk, among the following Parties:

1.

Ms./Mrs./Mr.\*..…..……………………………………………………………………………………………………,

details from identification document: ……..………………………………………………………………………….,

PESEL:…………………………………………………………………………………………………………………,

correspondence address ….………………..…………………………………………………………………………..,

who is enrolled in postgraduate (non-degree) studies …………………………………………………….……………,

in the Faculty of …………………………….………………………………………………………………….………,

from academic year …………………..…….,

further referred to as the Participant,

2.

[*a physical person who holds single ownership of a business*]

Ms./Mrs./Mr.\*.……………………………………………………………………………………………………………,

residing at…………………………………………………………………………………………………………………,

holding single ownership of the business (name)…………………………………………………………………………

headquartered at: [*city*] ……………, postal code: ……………, [*address*]: ……………………………………………,

registered with the Central Registration and Information on Business under the NIP number: …………………………, and REGON number …………………………………………………………,

further referred to as the Financer,

[*another institution*]

[*Company* (*name*) ] ………………………………………………………………………………………………,

headquartered at: [*city*] ……………, postal code: ……………, [*address*]: ……………………………………………,

NIP …………………………………………………, REGON …………………………………………………………,

registered with the National Court Register conducted by Regional Court …………………………… under number …………………………………………, represented by: ………..……………………………………………………..,

further referred to as the Financer,

3.

# The University of Gdańsk, further referred to as the University, represented by:

#  ................................................................................................

who is authorized to make declarations on behalf of the University of Gdańsk by the Rector.

 § 1.

The subject of this Contract is to define the conditions for payment by the Financer on behalf of the Participant of fees, referred to in § 3 subsection 3 points 1 and 2 of this Contract, for educational services for postgraduate (non-degree) studies ………………………………………………… conducted in the Faculty of ……………..….…………………, in accordance with article 98 section 1 subsection 5 and article 99 section 1 subsection 5 of the Law on Higher Education of July 27, 2005 (*Journal of Laws* of 2016, item 1842, with amendments), further referred to as the Act.

§ 2.

1. The University declares that:
2. it will conduct the above-mentioned postgraduate (non-degree) studies which is within a field of studies connected with at least one course of study offered at the University;
3. it meets the conditions, including the personnel and material resources, necessary for conducting the above-mentioned postgraduate (non-degree) studies
4. the organization and progression of the postgraduate (non-degree) studies and the associated rights and obligations of the Participant are described in the Regulations for Postgraduate (Non-degree) Studies at the University of Gdańsk.
5. Additionally, the University declares that:
	1. it will collect fees for educational services as described in article 99 section 1 subsection 5 of the Act and documents issued in association with the progression of postgraduate (non-degree) studies;
	2. the conditions of payment for university courses of study, educational services rendered by the University of Gdańsk, and the procedures and conditions for waiving such payments are regulated by University of Gdańsk Senate resolution, the text of which is available at the University Internet website [www.ug.edu.pl](http://www.ug.edu.pl/);
	3. fees for educational services rendered as part of postgraduate (non-degree) studies and for issuing documents associated with the progression of such postgraduate (non-degree) studies are determined by the Rector of the University.

§ 3.

1. The University declares it will:
	1. ensure that classes are conducted by academic teachers or by other persons who possess appropriate qualifications to teach in the field of the above-mentioned postgraduate (non-degree) studies;
	2. ensure the facilities necessary for the proper implementation of the educational program of the above-mentioned postgraduate (non-degree) studies;
	3. issue the Participant a certificate of completion upon completion of the postgraduate (non-degree) studies;
	4. maintain Participant's rights as envisaged in the Regulations for Postgraduate (Non-degree) Studies at the University.
2. The Participant agrees to:
	1. participate in classes as set forth in the above-mentioned postgraduate (non-degree) studies plan and pass the required classes and examinations;
	2. meet all obligations imposed upon him/her by the the Regulations for Postgraduate (Non-degree) Studies at the University and internal regulations of the University
3. The Financer agrees to:
4. pay fees to the University in a timely manner for educational services rendered to the Participant in association with the above-mentioned postgraduate (non-degree) studies,
5. pay fees described in the Ordinance of this Act, in particular for issuing a certificate of completion of postgraduate (non-degree) studies.

§ 4.

1. The Financer agrees to pay fees in installments for educational services rendered to the Participant who begins the above-mentioned postgraduate (non-degree) studies in the …………… academic year, in the total number of ……………… installments and by the following due dates as determined by the Parties: ………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………..………………………..……..
2. The initial fee, in the amount of ……………….. , paid by the Financer during the recruitment stage\*\*\* is applied to the total fee for educational services of the above-mentioned postgraduate (non-degree) studies.
3. The fees mentioned in subparagraphs 1 and 2 and in § 3 subsection 3 subsection 2 are paid to an individual bank account number that is assigned to the Participant during recruitment on the *Internetowa Rejestracja Kandydatów* (Internet Candidate Registration).
4. If the fees for educational services are not paid by the date they are due in accordance with subsection 1, the director of the postgraduate (non-degree) studies can remove the Participant from the list of participants in the above-mentioned postgraduate (non-degree) studies.

§ 5.

1. The Financer can submit a written request to the director of the above-mentioned postgraduate (non-degree) studies for a refund in full of fees paid for educational services rendered, if the Participant withdraws from the studies within 14 days of the beginning of classes, or a partial refund proportional to the number of meetings remaining until the end of the semester or year, if the Participant withdraws after the first 14 days of classes. The amount of the refund is determined by the director of the above-mentioned postgraduate (non-degree) studies taking into consideration any costs incurred.
2. If the Participant of postgraduate (non-degree) studies withdraws from the course of studies after they have commenced or if the Participant is removed from the list of participants and the Financer fails to pay the required fees, which are referred to in § 4 subsection 1 and in § 3 subsection 3 subsection 2, the University can take measures to obtain payment by instituting legal proceedings*.*

§ 6.

1. This Contract is entered into for the duration of a given postgraduate (non-degree) studies course, which is for the period of …….. semesters.
2. This Contract will terminate prior to the conclusion of the course referred to in subsection 1 if:

1) the decision is made to remove the Participant from the list of participants in the above-mentioned postgraduate (non-degree) studies;

2) the Participant submits written notice of withdrawal from the above-mentioned postgraduate (non-degree) studies

1. This Contract is terminated upon the Participant’s completion of the above-mentioned postgraduate (non-degree) studies course.

§ 7.

1. The Parties to the Contract may terminate it at any moment. Termination of the Contract must be made in writing under pain of nullity.
2. Termination of the Contract by the Participant is tantamount to withdrawal from the the postgraduate (non-degree) studies course. Termination of the Contract by the Financer can result in the Participant being removed from the list of participants in the above-mentioned postgraduate (non-degree) studies.

§ 8.

1. Any matters not addressed in this Contract are subject to the regulations in the Act and the executive ordinances of the Act and the regulations of the Civil Code.
2. The Parties will seek to resolve amicably any conflict arising from this Contract. If it is impossible to reach a compromise, the case will be heard by the appropriate Court of general jurisdiction.
3. This Contract has been drawn up in three identical copies, one for each Party to this Contract.

Participant Financer by authority of the Rector

……………………………… ……………………………… …………………………………

 *(legible signature) (legible signature) (signature and personal stamp)*

Gdańsk, (date) ………………………

*[name and surname]*

*[correspondence address]*

*[identification details]*

*[PESEL]*

CONSENT

I, the undersigned, as a Participant in the postgraduate (non-degree) studies course entitled ………………………………………………………….………………………. conducted by the University of Gdańsk, do hereby give my consent to the University to release information to the Financer ………………………………………………….………………………… regarding the course of my studies, and in particular, the following:

* my attendance at classes included in the study plan and educational program of the above-mentioned postgraduate (non-degree) studies course,
* the results of examinations or classes passed during the course of the above-mentioned postgraduate (non-degree) studies.

Participant

…………………………………..

 *(legible signature)*