**AGREEMENT**

**on the rules of the amount and collection of fees for the educational services offered by the University of Gdańsk to students of full-time studies**

**and studies in a foreign language**

# Agreement concluded on ...................................................... (date) in Gdańsk, between the Parties:

# - Ms/Mr\* …….……....................................................................................................................,

# stating her/his\* correspondence address as: ...............................................................................,

# undertaking studies at the Faculty of ............................................................................................

# and field of study of ……………………………………………………...……..........................,

# in the form of full-time studies, student number ………...…………………...……..................,

# hereinafter referred to as “Student”

# and

# - the University of Gdańsk, hereinafter referred to as “University”, represented by its representative: ...........................................................................................................................,

authorised to make declarations of intent on behalf of the University on the basis of the authorisation from the Rector.

§ 1.

Subject of Agreement

The subject of the Agreement is to lay down the rules of the amount and collection of fees for educational services (Article 79 and Article 80 of the Act of 20 July 2018 – Law on Higher Education and Science, hereinafter referred to as the “Act”).

§ 2.

Declarations by the Parties

1. The University declares that:
   1. it provides the conditions, including infrastructure, necessary for the implementation of its objectives set out in Article 11 of the Act and guarantees safe and hygienic conditions of study;
   2. it meets the staffing requirements defined in Article 73 of the Act and guarantees that classes are conducted by academic teachers who possess the competences and experience necessary for the appropriate implementation of classes as well as by other persons in possession of such competences and experience;
   3. it runs the ………….. studies in ……………… (field of study), undertaken by the Student, on the basis of the study programme whose learning outcomes meet the requirements of the Act of 22 December 2015 on the Integrated Qualification System, taking into account the individual characteristics of the first-cycle laid down in the Act and the characteristics of the second-cycle laid down in the regulations issued on the basis of Article 7 section 3 of the Act;
   4. the conditions for study are laid down in accordance with the Act and the University of Gdańsk Study Regulations, and that detailed study conditions in subsequent semesters including list of courses together with the number of hours for lectures, practical and laboratory classes or internships; list of names of course tutors together with their titles or academic degrees; location, time and format of classes, and the conditions for obtaining credit in particular courses will be communicated to the Student prior to the commencement of each semester;
   5. it undertakes to meet the conditions specified in points 1-4 until studies are completed or the Student is removed from the student register;
   6. the studies undertaken by the Student conclude with the conferment of the title of ..............................................., which the University is fully entitled to confer and which right it undertakes to retain until the completion of studies.
2. The Student declares that he or she is familiar in particular with the Statute of the University of Gdańsk, the University of Gdańsk Study Regulations, the current Decree of the Rector of the University of Gdańsk on the fees referred to in Article 79 sections 1 and 2 of the Act of 20 July 2018 – Law on Higher Education and Science, collected from the students of the University of Gdańsk, and on the conditions and procedures of the fees being waived, as well as with other normative acts in operation at the University, the content of which is available in the University’s Public Information Bulletin at bip.ug.edu.pl, and that he or she undertakes to observe them.

§ 3.

Obligations of the Parties

1. The University undertakes that:
2. until the time that the Student graduates, there will be no increase in the agreed fees or new fees introduced, with the exception of an increase in fees for classes outside the study programme;
3. in the event of studies in a particular field, level or profile being discontinued, the University shall provide the option of studies being continued at the same level and profile and in the same field of study or in another field related to the discipline to which the previous field of study was assigned.
4. The Student undertakes to:
5. notify the University immediately as to a change in personal data, including correspondence address and other data necessary for the University to contact the Student – the Student shall bear the consequences of failure to comply with this obligation;
6. pay the fees referred to in § 4 of this Agreement in a timely manner.

§ 4.

Rules of the amount and collection of fees

1. The Student undertakes to pay the fees for the following educational services, in accordance with the rules laid down in the Decree of the Rector of the University of Gdańsk on establishing the amount of fees collected for study, in operation on the day the Agreement is signed, hereinafter referred to as “Decree”, in the following amount:
2. fee for study in a foreign language: instalment…… / semester …… / annual ……\*,
3. fee for retaking a semester of a seminar due to unsatisfactory study results: ……,
4. fee for retaking a semester of a course due to unsatisfactory study results: …….,
5. fee for retaking a semester of a course due to unsatisfactory study results, including laboratory classes: ……,
6. fee for a semester of study of an additional course not included in the study programme: …………,
7. fee for retaking a semester of a course, which has not been assigned ECTS points, covered by permission to study in a subsequent semester: ……………,
8. fee for e-learning health and safety training at an individually agreed date: ……,
9. fee for one ECTS point (when retaking a course covered by permission to study in the subsequent grading period with an ECTS point debt): …….
10. The Student undertakes to pay the fees for the issue of an electronic student ID and duplicate, an additional copy of a graduate diploma or a copy of a diploma supplement in a foreign language, referred to in Article 77 section 2a of the Act, a duplicate of a graduate diploma and a diploma supplement, to the amount specified in the Decree of the Minister of Science and Higher Education, in operation on the date the Agreements is signed. The above fees are to be paid once.
11. The Student with permission to study in the subsequent semester on the basis of § 22 section 2 of the Regulations makes a payment to the amount corresponding to the multiplication of the value of the ECTS points assigned to the uncredited course and the cost of one ECTS point specified in section 1. The total fee for retaking courses within the permission may not exceed 1,200 PLN.
12. In the event of a course with no assigned ECTS points being retaken due to unsatisfactory study results, the Student who has been granted permission to study in the subsequent semester on the basis of § 22 section 2 of the Regulations shall make a payment to the amount specified in section 1.
13. The Student with permission to retake a semester due to unsatisfactory study results shall make a payment for each course retaken in the semester, to the amount specified in section 1. The total fee for all the retaken courses may not exceed 2,500 PLN.
14. The fee referred to in section 1 point 5 may be raised for a subsequent academic year following a decree by the Rector.
15. Should the fee referred to in section 1 point 5 be raised, the Student shall be notified of this fact with six months’ notice and be presented with an annex to this Agreement for signature. In this case, the Student may withdraw from the Agreement.

§ 5.

Payment deadlines

1. Subject to section 2, the Student admitted into studies shall pay the fee referred to in § 4 section 1 point 1, in the manner and within the dates indicated in points 1 or 2 or 3:
2. a one-off annual fee ‒ paid within fourteen days from the commencement of classes, or
3. a semester fee ‒ paid:
4. in the first semester ‒ within fourteen days from the commencement of classes,
5. in the second semester ‒ by 30 September for the winter semester or by 28 February for the summer semester, or
6. six instalment payments made by the following dates:
7. first instalment – within fourteen days from the commencement of classes,
8. second instalment – by 15 December,
9. third instalment – by 15 January,
10. fourth instalment – by 28 February,
11. fifth instalment – by 31 March,
12. sixth instalment – by 30 April.
13. The Student admitted into studies conducted in a foreign language who is a foreign national shall pay the fee referred to in § 4 section 1 point 1 in the form of a semester fee paid by the following dates:
14. in the first semester – within fourteen days from the issuing of the pre-admission letter or from the day he or she is entered onto the register of persons admitted into study;
15. in the second semester – by 30 September for the winter semester or by 28 February for the summer semester.

In justified circumstances, following a request by the Student, the Vice-Rector for Student Affairs may extend the deadline for the payment referred to in point 1 of the previous sentence.

1. The Student in a higher year than the first year of study shall make the payment referred to in § 4 section 1 point 1, in the manner and within the dates indicated in points 1or 2 or 3:
   1. a one-off annual fee – by 30 September, or
   2. a semester fee – by 30 September for the winter semester and by 28 February ‒ for the summer semester, or
   3. six instalment payments made by the following dates:
2. first instalment – by 30 September,
3. second instalment – by 31 October,
4. third instalment – by 30 November,
5. fourth instalment – by 28 February,
6. fifth instalment – by 31 March,
7. sixth instalment – by 30 April.
8. In justified circumstances, following a request by the Student, submitted before the deadlines referred to in sections 1 and 3, a competent dean or deputy dean for student affairs, hereinafter referred to as “deputy dean”, acting on the basis of the authorisation by the Rector, may extend the deadline for payment but no longer than by one month. The request should be accompanied by justification and attachment of documents confirming inability to make the payment by the agreed date.
9. The payment referred to in § 4 section 1 points 2-6 and sections 3-5 should be made by the Student on a one-off basis within fourteen days from the start of the semester for which the Student has permission to study a course outside the programme of study, to retake a course or to retake a semester due to unsatisfactory study results, granted by the deputy dean, acting on the basis of the Rector’s authorisation.
10. Following a request by the Student, the dean or deputy dean, acting on the basis of the Rector’s authorisation, may grant permission for the deadline of a payment to be altered or for the payment to be divided into the instalments referred to in § 4 sections 3-5.
11. Permission to take the diploma examination shall be conditional upon the Student having settled all the required payments referred to in § 4 section 1 and sections 3-5, no later than fourteen days before the scheduled date of the diploma examination.

§ 6.

Selecting the form of payment

1. Within fourteen days from the commencement of classes, the Student shall be obliged to submit a declaration regarding the selection of the form of payment with regard to the fee referred to in § 4 section 1 point 1.
2. Subject to section 4, the selection of the form of payment referred to in section 1 shall be made by the Student until studies are completed or the Student is removed from the student register.
3. Should the Student fail to submit a declaration on the selected form of payment, a single annual fee shall apply, to the amount specified by the Decree.
4. During the course of studies, the Student may submit a new declaration, referred to in section 1, no later than after fourteen days before the commencement of a subsequent semester. Any alteration to the form of payment shall require the payment to be made within the deadlines referred to in § 5 section 3 and to the amount reserved for a particular form of payment, as specified by the Decree.

§ 7.

Payment method

1. The Student shall make payments to an individual account number indicated in the Student Portal (<https://ps.ug.edu.pl>).
2. The date of payment is deemed to be the date on which the payment is credited to the individual account number indicated in the Student Portal (<https://ps.ug.edu.pl>).
3. Should the Student fail to make the payment within the deadline specified in § 5, the University shall demand that the overdue payment be made within fourteen days from the demand being delivered, under pain of removal from the student register and legal proceedings.
4. Failing to make the payment within the deadlines specified in the Agreement shall authorise the University to charge statutory interest for late payment.
5. Settling the overdue payment within the additional deadline referred to in section 3 shall exempt the Student from the obligation to pay interest on late payment.
6. The University cannot be held responsible should the payment be incorrectly qualified by the bank for reasons attributable to the Student obliged to make the payment, particularly as a result of the Student specifying an incorrect bank account number to which the payment was made in the banking information system.

§ 8.

Payments regarding advance credit

1. The Student who has been granted permission to study courses in advance on the basis of

§ 27 section 1 of the Regulations shall, within fourteen days from the date of receiving the permission, make the payment referred to in § 4 section 1 point 1, respectively:

1. to the full amount specified by the Decree – in the case of studying, on the basis of the permission, all the courses available in the study programme for a given semester;
2. to the amount specified by the Decree, calculated in proportion to the number of ECTS points assigned to the courses covered by the permission – in the case of studying, on the basis of the permission, some of the courses available in the study programme for a given semester.
3. In the case referred to in section 1 point 1, the provisions of § 5 section 3 shall apply respectively.

§ 9.

Fees collected during leave from classes

1. Subject to section 2, the Student who has been granted permission to take leave from classes on the basis of § 54 section 1 of the Regulations, for a period of one semester or one academic year, does not pay the fee referred to in § 4 section 1 point 1.
2. In the cases referred to in § 56 section 1 of the Regulations, the Student pays the fee referred to in § 4 section 1 point 1 within fourteen days from the commencement of classes, to the amount specified in the Decree, calculated in proportion to the number of ECTS points assigned to the courses covered by the permission – in the case of studying, on the basis of the permission, some of the courses available in the study programme for a given semester.
3. Should permission for leave have been granted to the Student during the academic year, the paid fee shall be reimbursed at the Student’s request, submitted to the Vice-Rector for Student Affairs through the Deputy Dean. The amount to be reimbursed is calculated in proportion to the number of weeks of classes conducted between the day classes commenced and the day on which the Student was granted permission to take leave.
4. Should the Student fail to submit the request referred to in section 3 before the end of the semester in which leave from classes was granted, the payment previously made by the Student shall be calculated towards the fees required from the Student in the subsequent semester or academic year in accordance with the agreement concluded with the University.

§ 10.

The Student who participates in a national or international exchange programme in a given semester or academic year shall pay the fees specified in § 4 section 1.

§ 11.

Reimbursement of fees paid

1. In the case of the payment of the fee referred to in § 4 section 1 point 1 and withdrawal from studies within fourteen days from the commencement of the academic year, the fee paid shall be fully reimbursed at the request of the Student, submitted to the Vice-Rector for Student Affairs through the Deputy Dean.
2. In the case of withdrawal from studies after fourteen days from the commencement of a semester or the academic year, the fees referred to in § 4 section 1, once paid, shall be subject to reimbursement at the request of the Student, submitted to the Vice-Rector for Student Affairs through the Deputy Dean, to the amount calculated in proportion to the number of weeks remaining before the end of the semester (in the case of an instalment or a semester fee) or the academic year (in the case of a one-off annual fee) after the day of the Student submitting the withdrawal.
3. In the case of withdrawal from studies after fourteen days from the commencement of a semester and failure to pay the fees referred to in § 4 section 1, the University shall have the right to demand that the overdue fees be paid by the Student, to the amount calculated in proportion to the number of weeks remaining before the end of the semester (in the case of an instalment or a semester fee) or the academic year (in the case of a one-off annual fee) after the day of the Student submitting the withdrawal. Should payments not be settled, the University shall have the right to institute legal proceedings.
4. The fee referred to in § 4 section 1 point 1, once paid, may be fully returned to a foreign national at his/her request, submitted to the Vice-Rector for Student Affairs, also in the case of:
5. failure to obtain a visa;
6. withdrawal from studies before the commencement of classes;
7. the University not launching studies in a given field.
8. In the case of:
   1. the University losing the right to offer a particular level or profile of a field of study;
   2. the University’s non-compliance with the obligations under the Agreement;

‒ the fee referred to in § 4 section 1 point 1, paid by the Student in the academic year in which the circumstances specified in points 1 or 2 occurred, is subject to reimbursement at the request of the Student, submitted to the Vice-Rector for Student Affairs through the Deputy Dean.

1. Should the Student be removed from the student register for reasons other than withdrawal, the fee referred to in § 4 section 1, paid by the Student, is subject to reimbursement at the request of the Student, submitted to the Vice-Rector for Student Affairs through the Deputy Dean, to the amount calculated in proportion to the number of weeks remaining before the end of the semester (in the case of an instalment or a semester fee) or the academic year (in the case of a one-off annual fee) after the day of the Student being removed from the student register.
2. Should the Student be removed from the student register for reasons other than withdrawal and fail to pay the fees referred to in § 4 section 1, the University shall have the right to demand that the overdue payments be settled by the Student to the amount calculated in proportion to the number of weeks remaining before the end of the semester (in the case of an instalment or a semester fee) or the academic year (in the case of a one-off annual fee) after the day of the Student being removed from the student register. Should the payments not be settled, the University shall have the right to institute legal proceedings.

§ 12.

Exemption from fees

The manner and procedures for exemption from the fees referred to in § 4 section 1 and sections 3-5 shall be defined by the provisions of § 25 - § 31 of the Decree of the Rector on the fees referred to in Article 79 sections 1 and 2 of the Act of 20 July 2018 – Law on Higher Education and Science, collected from the students of the University of Gdańsk and on the conditions and procedures for the exemption from these fees.

§ 13.

Conditions of the Agreement

1. Completion of study or removal from the student register shall not exempt the Student from the obligation to settle outstanding fees.
2. The Agreement is valid until the conclusion of studies and shall expire on the day studies are completed.
3. The Agreement shall expire prior to the expiry date referred to in section 2 in the event of:
4. the Student’s removal from the student register, including submission of a written withdrawal from studies;
5. a change to the form, profile or field of study;
6. transfer to another university.

§ 14.

Final provisions

1. Any amendment to this Agreement, unless made in writing, shall be null and void.
2. Should the Student change the form or field of study, the University shall enter into a new agreement with the Student, specified in section 1.
3. In matters not covered by the Agreement, appropriate provisions of the Civil Code and the Act shall apply.
4. The Parties shall strive to settle any disputes arising in connection with this Agreement in an amicable manner, and should no consensus be reached, the disputes shall be settled by a competent general court.
5. This Agreement has been drawn up in two identical copies, one for each of the Parties.

|  |  |
| --- | --- |
| ………………………………..  *Student* | ……………………………….  *University of Gdańsk* |

\* delete where applicable