**AGREEMENT  
on the conditions of payment for education in postgraduate studies offered**

**by the University of Gdańsk when the fee is paid by the Participant**

**in full or on an annual or semester basis and is financed from the funds of another entity**

agreement number: ……………………….\*

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

1.

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

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

undertaking [*name of postgraduate studies*]......................................................................................................,

at the Faculty/ Centre\*\* [*name of organisational unit*].……………………………….…………………...…….......,

starting in the academic year …………..……….., Participant number ………………….………...……………,

hereinafter referred to as “Participant”,

2.

[*in the case of a natural person conducting business activity*]

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

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

conducting business activity as [*name of company*] ..……………………………….…….………………………,

with its seat in: [*place*] ……………, postcode: ……………, [*street name*]: ……………………………………….,

registered in the Central Registration and Information on Business, tax identification number (NIP): …………………….………, National Business Registry Number (REGON): …………………………………,

hereinafter referred to as “Financer”,

[*in the case of an entity other than a natural person conducting business activity*]

[*company* (*name of entity)*] …………………………………………………………………………..………..………,

with its seat in: [*place*] ……………, postcode: ……………, [*street name*]: ……………………………………….,

tax identification number (NIP): ……………………………, National Business Registry Number (REGON): …………………………..………, registered at the National Court Register kept by the District Court ……………………………………………… under the number: …………………….…………, represented by: …………………………………….………………………………………………………………………………..…,

hereinafter referred to as “Financer”,

3.

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.

The subject of the Agreement is to lay down the rules on the amount and collection of fees for the Participant’s education, in connection with the Financer making the payments referred to in § 4 sections 1 and 2 of this Agreement, in ……. [*name of postgraduate studies*] ………………………… at the Faculty/ Centre\*\* [*name of organisational unit*] .……………………………………….., in accordance with Article 163 section 2 of the Act of 20 July 2018 – Law on Higher Education and Science (i.e. Journal of Laws 2021, item 478 with amendments), hereinafter referred to as the “Act”.

§ 2.

1. The University declares that:
2. it meets the conditions, including staffing requirements, and possesses the infrastructure necessary to offer education in postgraduate studies;
3. it runs the postgraduate studies undertaken by the Participant on the basis of the postgraduate study programme;
4. the organisation and course of postgraduate studies and related rights and obligations of the Participant are specified in the Postgraduate Study Regulations.
5. Moreover, the University declares that:
   1. it collects the fees for education in postgraduate studies referred to in Article 163 section 2 of the Act;
   2. the rules for collecting fees for education in postgraduate studies, and the conditions and procedures for the waiving of these fees, have been defined by the Decree of the Rector of the University of Gdańsk on the rules for collecting fees for education in postgraduate studies offered by the University of Gdańsk as well as the conditions and procedures for the waiving of these fees, the text of which is available at the University’s website ([www.ug.edu.pl](http://www.ug.edu.pl));
   3. the amount of fees for education in postgraduate studies is determined by the University’s Rector.

§ 3.

1. The University undertakes to:
2. ensure that classes are conducted by academic teachers or other persons who possess appropriate qualifications to conduct classes in postgraduate studies;
3. provide a didactic base necessary for the appropriate implementation of the postgraduate study programme;
4. issue the Participant with a certificate of completion of postgraduate studies after the studies have been completed;
5. observe the rights of the Participant laid down in the Postgraduate Study Regulations.
6. The Participant undertakes to:
7. participate in the classes included in the postgraduate study programme, obtain the required course credits and pass the required examinations;
8. observe all the obligations imposed by the Postgraduate Study Regulations and the University’s internal regulations.
9. The Financer undertakes to pay to the University the fees for the Participant’s education in postgraduate studies, referred to in § 4, in a timely manner.

§ 4.

1. The Financer undertakes to pay the fee for the Participant’s education (in full or on an annual or semester basis)\*\*, to the total amount of ……….., in accordance with the following rules: 
   1. in the case of a full fee:

to the amount of …………… by (date) .……………... (year) \*\*\*;

2) in the case of an annual fee:

to the amount of ……………. by (date) ….. – for the first year of study\*\*\*,

to the amount of ……………. by (date) ….. – for the second year of study\*\*\*,

to the amount of ……………. by (date) ….. – for the third year of study\*\*\*,

to the amount of ……………. by (date) ….. – for the fourth year of study\*\*\*;

3) in the case of a semester fee:

to the amount of ……………. by (date) ….. – for the first semester\*\*\*,

to the amount of ……………. by (date) ….. – for the second semester,

to the amount of ……………. by (date) ….. – for the third semester\*\*\*,

to the amount of ……………. by (date) ….. – for the fourth semester\*\*\*,

to the amount of ……………. by (date) ….. – for the fifth semester\*\*\*,

to the amount of ……………. by (date) ….. – for the sixth semester\*\*\*,

to the amount of ……………. by (date) ….. – for the seventh semester\*\*\*,

to the amount of ……………. by (date) ….. – for the eighth semester\*\*\*.

1. The Financer shall pay the fee to the individual bank account number of the Participant or, in justified circumstances, to the University’s general bank account number. The Financer is required to indicate in the title of the payment: name and surname of the Participant, name of the postgraduate studies, edition number and semester number.
2. The individual bank account number referred to in section 2 shall be made available to the Participant in the Student Portal ([www.ps.ug.edu.pl](https://ps.ug.edu.pl/)).
3. The general bank account number referred to in section 2 shall be communicated to the Participant in a manner usual for the particular postgraduate studies.
4. Fees paid in a foreign currency shall be converted into Polish currency (PLN) according to the exchange rates table of the bank in which the payment was recorded in force on the date payment was recorded.

§ 5.

1. The date on which the fee is credited to the bank account number referred to in § 4 section 2 shall be recognised as the date on which the payment was made.
2. Should the Financer fail to make the payment within the deadlines specified in the agreement, the University:
   1. shall demand from the Financer that the overdue payment be made within seven days from the demand being delivered under pain of removal of the Participant from the register of postgraduate study participants;
   2. shall undertake debt collection activities in accordance with the University's Monitoring and Debt Collection Manual.
3. Failure to make the payment within the deadline specified by the University referred to in section 2 point 1 shall authorise the University to charge statutory interest for the period of delay.
4. The University cannot be held responsible for the consequences of the payment being incorrectly qualified by the bank resulting from circumstances attributable to the Financer obliged to make the payment, particularly as a result of the Financer specifying an incorrect bank account number in the banking information system, to which the payment was made.

§ 6.

* + 1. Should the Participant be removed from the register of postgraduate study participants, including due to the Participant's withdrawal from postgraduate studies, the fee, once paid, shall be subject to reimbursement at the request of the Financer addressed to the competent Vice-Rector and submitted with the head or with the administrative personnel of postgraduate studies concerned, to the amount calculated in proportion to the number of sessions remaining before:

1. the end of a semester – in the case of a semester fee,
2. the end of a year – in the case of an annual fee,
3. the end of postgraduate studies – in the case of a full fee

- after the date of the Participant being removed from the register of postgraduate study participants, or the date of the Participant submitting the withdrawal from the studies.

1. A specimen of the request form referred to in section 1 constitutes annex no. 5 to the decree of the Rector of the University of Gdańsk on the rules for collecting fees for education in postgraduate studies offered by the University of Gdańsk and the conditions and procedures for the waiving of these fees. The specimen of the request form is available with the head or with administrative personnel and at the University’s website.
2. The submitted request referred to in section 1 shall be subject to the opinion of the head of postgraduate studies. The opinion should contain the costs incurred by the University in connection with the Participant’s education in postgraduate studies before the date of the request being submitted.
3. The request referred to in section 1 should be accompanied by proof of payment.

§ 7.

1. Should the Participant be removed from the register of postgraduate study participants, including due to the Participant's withdrawal from postgraduate studies, after the date of commencement of classes and non-payment of the fee, the University shall demand from the Financer that the outstanding fee be made within seven days from the demand being delivered.
2. The University shall demand from the Financer that the outstanding fee referred to in section 1 be made in the amount calculated in proportion to the number of sessions held between the date of commencement of classes to the date of:
3. the Participant being removed from the register of postgraduate study participants, or
4. the date of the Participant submitting the withdrawal from studies – if the Participant was removed from the register of postgraduate study participants due to the Participant's withdrawal.
5. Should the Participant fail to make the payment referred to in section 1, the University shall undertake debt collection activities in accordance with the University's Monitoring and Debt Collection Manual.

§ 8.

1. The Agreement is concluded for the duration of a particular edition of postgraduate studies, i.e. for the period of …….. semesters.
2. The Agreement shall be terminated prior to the date referred to in section 1 in the event of:
   1. the Participant’s removal from the register of postgraduate study participants;
   2. the Participant’s submission of written withdrawal from postgraduate studies.
3. The Agreement shall cease to apply on the date on which postgraduate studies are completed by the Participant.

§ 9.

1. The Parties may terminate the Agreement at any time. The termination, unless made in writing, shall be null and void.
2. The Participant’s termination of the Agreement shall be understood as withdrawal from postgraduate studies. The Financer’s termination of the Agreement may result in the Participant’s removal from the register of postgraduate study participants.

§ 10.

1. In order to fulfil the obligations resulting from this Agreement, each of the Parties shall process the personal data of the Participant and the persons representing the other Party to the Agreement. Consequently, each of the Parties undertakes to inform those persons about the processing of their personal data.
2. The University states that the information clause regarding the processing of personal data in accordance with Article 13 sections 1 and 2 of the general data protection regulation of 27 April 2016, hereinafter referred to as “GDPR”, is available at the following internet address: [www.bip.ug.edu.pl](https://bip.ug.edu.pl/).
3. The Financer declares that he/she is acquainted with the content of the above-mentioned clause.
4. The Financer undertakes to fulfil the information obligations laid down in Articles 13 and 14 of the GDPR towards natural persons from whom he/she has directly or indirectly obtained personal data in order to conclude and implement this Agreement.
5. The University of Gdańsk declares that the information obligation towards the Participant was fulfilled at the stage of admissions to postgraduate studies.

§ 11.

1. In matters not covered by the Agreement, appropriate provisions of the Act, with executive regulations to the Act, and of the Civil Code shall apply.
2. 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.
3. This Agreement has been drawn up in three identical copies, one for each of the Parties.

Participant Financer on behalf of the Rector

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

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\* *number assigned automatically in the FAST Academic ICT System*

\*\* *delete where applicable*

*\*\*\* to be completed according to the conditions specified by the head*