AGREEMENT on payment conditions for postgraduate studies conducted by the University of Gdańsk if the fee paid by the participant in instalments is financed by a third party

The agreement concluded on
1.
Ms / Mr,
whose place of residence is
and who undertakes postgraduate studies
at the Faculty of
as of the academic year student number
hereinafter referred to as the Participant
2.
[in the case of a natural person running a business]
Ms/Mr*,
Place of residence
conducting business activity under the name:
based in: [town], postal code:, [street name]:,
registered in the Central Register and Information on Economic Activity, NIP number:
REGON - NATIONAL BUSINESS REGISTRY NUMBER
hereinafter referred to as the Financing Party,
[in the case of an entity other than a natural person running a business]
[Company (name) entity],
based in: [town], postal code:, [street name]:,
NIP, REGON,
registered in the National Court Register kept by the District Court under number
,
represented by:

hereinafter referred to as the Financing Party,

3.

- the University of Gdańsk hereinafter referred to as the University represented by:
,
authorized by the Rector of the University of Gdańsk to make declarations of will on behalf of the University

§ 1.

§ 2.

- 1. The University declares that:
 - it meets the conditions, including human resources and infrastructure, to conduct education at postgraduate studies;
 - the postgraduate studies undertaken by the Participant are conducted based on the postgraduate studies program;
 - the organization and course of postgraduate studies and the related rights and obligations of the Participant are specified in the Regulations for Postgraduate Studies.
- 2. Moreover, the University declares that:
 - 1) it charges fees for education at postgraduate studies referred to in art. 163 section 2 of the Act;
 - the principles for charging fees for education at postgraduate studies as well as the procedure and conditions for exemption from these fees are specified in the Rector's regulation, the content of which is available on the University's website (www.ug.edu.pl);
 - 3) the amount of tuition fees for postgraduate studies is determined by the Rector.

§ 3.

- 1. The University undertakes to:
 - 1) ensure classes are conducted by academic teachers or other professionals with appropriate qualifications for teaching postgraduate programmes;
 - 2) provide teaching aids necessary for the proper implementation of the postgraduate study program;

- 3) issue a certificate of completion of postgraduate studies upon completing the programme;
- 4) comply with the Participant's rights specified in the Regulations of Postgraduate Studies.
- 2. The Participant undertakes to:
 - participate in classes specified in the postgraduate study program and obtain the required credits and exams;
 - comply with all obligations resulting from the Regulations of Postgraduate Studies and internal University acts.
- 3. The Financing Party undertakes to pay the University fees for the Participant's postgraduate studies in a timely manner.

§4.

 The Financing Party undertakes to pay the fee in instalments for the Participant's postgraduate studies commencing in the academic year, in the total number of instalments, on the terms and dates specified below by the Parties:

- The initial fee of paid by the Participant at the recruitment stage** is included in the total fee for education at postgraduate studies.
- 3. The fees referred to in section 1 and 2, shall be made to the individual bank account number provided to the Participant:
 - via the Internet Candidate Registration system (IRK PL. Internetowa Rejestracja Kandydatów) at the recruitment stage;
 - 2) in the Student Portal during postgraduate studies.
- 1. If the Financing Party fails to pay the fee within the time limits specified in section 1, the University summons the Financing Party to pay the overdue fee within 7 days from the date of delivery of the summons, under the pain of removing the Participant from the postgraduate studies participant list and referring the case to court.
- 2. Failure to pay tuition within the periods specified in the agreement entitles the University to charge statutory interest for late payment.
- 3. Payment of the overdue fee within an additional period referred to in section 4, releases the Financing Party from the obligation to pay interest for the delay.

4. The University shall not be liable for the consequences of the bank's incorrect classification of the fee due to circumstances attributable to the obligor to pay the fee, in particular as a result of indicating by the obligor an incorrect bank account number to which the fee was paid in the banking IT system.

§ 5.

- In the event of payment of the fee and Participants resignation from postgraduate studies before the expiry
 of 14 days from the first day of classes, the fee shall be refunded in full at the request of the Financing
 Party submitted to the appropriate vice-rector.
- 2. In the event of Participant's resignation from postgraduate studies after 14 days from the date of commencement of classes, at the request of the Financing Party submitted to the appropriate vice-rector, the fee shall be reimbursed proportionally to the number of meetings remaining until the subsequent instalment after the date of resignation by the Participant.
- 3. The application referred to in section 1 and 2 should indicate the current bank account number to which the fee should be refunded. Proof of payment should be attached to the application. The application is consulted with the Head of Postgraduate Studies.

§ 6.

- In the event of removing the Participant from the list of postgraduate students for reasons other than
 resignation, the fees paid by the participant shall be reimbursed upon request submitted by the Financing
 Party to the appropriate vice-rector proportionally to the number of meetings remaining until the
 subsequent instalment due date.
- 2. Provisions of § 5 section 3 shall apply accordingly.

§ 7.

- 1. The agreement is concluded for the duration of postgraduate studies, i.e. for semesters.
- 2. The agreement is terminated before the date referred to in section 1, in the case of:
 - 1) removing the Participant from the list of participants of postgraduate studies;
 - 2) a written resignation from postgraduate studies submitted by the Participant.
- 3. The agreement expires on the date the Participant completes the postgraduate programme.

1. The parties to the agreement may terminate it at any time. Termination should be made in writing, otherwise null and void.

Termination of the agreement by the Participant is equivalent to resignation from postgraduate studies.
 Termination of the agreement by the Financing Party may result in removing the Participant from the list of participants in postgraduate studies.

§ 9.

- In order to perform the obligations arising from this Agreement, each Party will process the personal data of the Participant and persons representing the other Party to the Agreement. In connection with the above, each of the Parties undertakes to inform these persons about the processing of their personal data.
- The University of Gdańsk informs that the information clause regarding personal data under Art. 13 section 1 and 2 of the General Data Protection Regulation of 27 April 2016, hereinafter referred to as "GDPR", can be found at https://bip.ug.edu.pl/.
- 3. The Financing Party declares that they have read the content of the above-mentioned clause.
- 4. The Financing Party undertakes to fulfil the disclosure obligations provided for in Art. 13 and 14 of GDPR towards natural persons from whom personal data was obtained directly or indirectly 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 recruitment for postgraduate studies.

§ 10.

- 1. In matters not regulated by this agreement, the provisions of the Act along with the executive provisions to this Act, and the provisions of the Civil Code shall apply.
- 2. Any disputes arising from this agreement will be resolved amicably by the Parties, and in the event of failure to reach an agreement, they will submit them to a competent common court.
- 3. This Agreement has been drawn up in three identical copies, one for each of the Parties hereof.

Participant

Financing Party

p.p. Rector

(legible signature)

(legible signature)

(signature and personal stamp)

^{*} delete as appropriate

^{**} if required for recruitment