

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

The agreement concluded on in Gdańsk, between the Parties:

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.

The subject of this agreement is to define the terms of payment for the Participant's education - in connection with the Financing Party's payment of fees referred to in § 4 sec. 1 and 2 of this Agreement - during postgraduate studies conducted at the Faculty
... .., under article 163 section 2 of the Act of 20 July 2018. - Law on higher education and science (Journal of Laws of 2018, item 1668, as amended), hereinafter referred to as the Act.

§ 2.

1. The University declares that:

- 1) it meets the conditions including human resources and infrastructure to conduct education at postgraduate studies;
- 2) the postgraduate studies undertaken by the Participant are conducted based on the postgraduate studies program;
- 3) 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;
- 2) 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 from 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:
 - 1) participate in classes specified in the postgraduate study program and obtain the required credits and exams;
 - 2) 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.

1. The Financing Party undertakes to pay a fee (full or semester)* for the Participant's postgraduate studies commencing in the academic year, in the total amount of, on the following terms:
 - 1) in the case of the total fee: the amount of until (date);
 - 2) in the case of the semester fee:
 - the amount of until - for the first semester,
 - the amount of until - for the second semester,
 - the amount of until - for the third semester,
 - the amount of until - for the fourth semester,
 - the amount of until - for the fifth semester,
 - the amount of until - for the sixth semester,
 - the amount of until - for the seventh semester,
 - the amount of until - for the eighth semester.**
2. 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 tuition fee shall be paid to the individual account communicated to the Participant:
 - 1) via the Internet Candidate Registration system (IRK - PL. Internetowa Rejestracja Kandydatów) at the recruitment stage
 - 2) in the Student Portal - during postgraduate studies.
4. If the Financing Party fails to pay the fee within the time limits specified in section 1, the University summons the participant to pay the overdue fee within 7 days from the date of delivery of the summons, under the pain of removal from the postgraduate studies participant list and referring the case to court.
5. Failure to pay tuition within the periods specified in the agreement entitles the University to charge statutory interest for late payment.
6. Payment of the overdue fee within an additional period referred to in section 4, releases the Participant from the obligation to pay interest for the delay.
7. 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.

1. In the event of payment of the fee and Participant's 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 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:
 - 1) end of the semester - in the case of a semester fee,
 - 2) completion of postgraduate studies - in the case of full payment
- after the day on which the Participant resigns from these studies.
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.

1. 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:
 - 1) end of the semester - in the case of a semester fee,
 - 2) completion of postgraduate studies - in the case of full payment
- after the date of removal from the list of postgraduate students.
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.

§ 8.

1. The parties to the agreement may terminate it at any time. Termination should be made in writing, otherwise null and void.
2. 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.

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.

§ 10.

1. 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.
2. 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.

Participant

Financing Party

p.p. Rector

.....
(legible signature)

.....
(legible signature)

.....
(signature and personal stamp)

**delete as appropriate*

*** applies to postgraduate programmes more than two semesters long*

****if required for recruitment*