**CONTRACT**

**concerning conditions for payment for extramural university courses of study**

**and educational services rendered by the** **University of Gdańsk**

**to extramural students**

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

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

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

# address for correspondence ……………………………………………………………………………………,

# who enrolling in a course of study in the Faculty of……………………………………….………………….,

and the course of study…………….…………………………………………………, on an extramural basis,

student grade-book number: …………………………………..………………………………………………,

# further referred to as the Student, and

# 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

Subject of the Contract

The subject of this Contract is to set forth the conditions for the payment of fees for university courses of education and educational services as described in article 98 subsection 1 point 5, article 99 subsections 1-3 and 6, article 160a of the Act of July 27, 2005 on the Law for Higher Education (Journal of Laws, 2016, No. 1842 with amendments), referred to further as the Act.

§ 2

Declarations of the Parties

1. The University declares that it meets the requirements set forth in articles 9, 9a, and 9c of the Act and regulations issued based on it, including:

1) all human resources and other necessary conditions, including facilities and other essential material resources, to provide the university course of study of ........................................ (name of course) undertaken by the Student, and the University declares that it will fulfill them to the end of the Student’s planned period of study (including possible extensions of this period in accordance with the Study Regulations);

2) requirements stemming from prevailing educational standards preparing the Student for the teaching profession, including the total number of class hours taught by persons holding the required qualifications;

3) the conditions for study meet the requirements set forth in articles 160 and 161 of the Act and the Study Regulations, and the specific conditions of study in subsequent academic years and/or semesters\*, including: the list of subjects with the number of hours of lectures, classes, and laboratory and/or practical sessions, the names and academic titles of persons conducting these sessions, the location and time of them, how they will be taught, and the requirements for particular subjects will be provided to the Student before the beginning of the each academic year and/or semester\*, additionally;

* 1. the course of study undertaken by the Student will conclude with he/she earning the title of:

........................................................................................,

which the University is accredited to award and declares it will endeavor to retain this right until the end of the period indicated in point 1;

* 1. the following rules and procedures will be applied when organizing required work experience/internships:

................................................................................................................................

2. The Student declares that he/she has read in detail and understands the University Statute, the Study Regulations, the binding resolution of the Senate of the University of Gdańsk regarding conditions for payment for university courses of study and educational services rendered by the University of Gdańsk and procedures and conditions for waiving such payments (with amendments), and all other normative acts in force at the University, the texts of which are available at the Internet website [www.ug.edu.pl](http://www.ug.edu.pl), and he/she declares that he/she will comply with them.

§ 3

Obligations of the Parties

1. The University declares that if it goes into liquidation, University authorities will undertake all necessary measures to create opportunities that will permit the Student to graduate under conditions similar to those specified in this Contract.
2. The Student is obliged to:
3. comply with all obligations imposed on him/her by the Act, the University Statute, and the Study Regulations of the University of Gdańsk, and also to comply with the internal regulations of the University of Gdańsk;
4. submit written notification to the University of any changes of his/her personal data, including changes in address. The consequences of the failure to meet this obligation are entirely those of the Student.
5. pay fees referred to in § 4 of this Contract in a timely manner.

§ 4

Conditions of Payment

1. The Student agrees to pay for the university course of education and the following educational services in accordance with the conditions set forth in the binding Resolution of the Senate of the University of Gdańsk regarding 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 with subsequent amendments in the following amounts:
2. *fees for the university course of study referred to in article 99 subsection 1 point 1 of the Act: installments………./semester………./annual……….\*;*
3. *fee for the repetition of a seminar (per semester) as the result of an unsatisfactory grade:……….;*
4. *fee for the repetition of a subject (per semester) as the result of an unsatisfactory grade:……….;*
5. *fee for the repetition of a subject (per semester) with a laboratory component as the result of an unsatisfactory grade: .........................................;.*
6. *fee per semester for an additional subject not included in the study plan:………;*
7. *fee for studying in a foreign language: installments………./semester………./annual……….\*;*
8. *fee for readmission to the University:……….;*
9. *fee for e-learning health and safety training at an individually determined time:……….;*
10. *fee for one ECTS point (when repeating a subject included in permission to study in the subsequent grading period with an ECTS point deficit):………..*

in accordance with the binding Rector’s ordinance, and fees for issuing electronic student identification, diploma of graduation from tertiary studies (and duplicate copies of this document) in accordance with the regulation of the Ministry of Science and Higher Education of September 14, 2011 on the documentation of the progression of studies (Journal of Laws, 2016, no. 1554).

1. The Student, who has permission from the Dean to study in the subsequent grading period with an ECTS point deficit, agrees to pay a fee equal to the number of ECTS points for the subject that has not been passed multiplied by the cost per ECTS point within the limits set forth in the Senate resolution.
2. The fees referred to in section 1 can be increased in the subsequent academic year by an ordinance issued by the Rector when justifiable reasons cause actual increases in educational costs (in accordance with article 99 section 2 of the Act).
3. If the fees described in section 1 are increased, the Student will be informed six months in advance. He/she will be presented with an Annex to this Contract for signature. In this case, the Student may terminate this Contract.
4. If the ways in which payment is made or payment due dates are changed during the period when this Contract is binding, the Student may submit a new form of payment declaration to the appropriate Dean’s Office or terminate this Contract.

§ 5

Due dates for payment and method of payment

1. Fees for university courses of study are paid by the Student of extramural courses of study when making an annual payment by September 30, or, when making semester payments – by September 30 for the winter semester and by February 28 for the summer semester. In the case of the installment payment plan, the Student pays them to his/her individual account number available at the Student Portal (*Portal Studenta*) (https://ps.ug.edu.pl) by the following due dates: installment 1 – September 30, installment 2 – October 31, installment 3 – November 30, installment 4 – February 28, installment 5 – March 31, installment 6 – April 30.
2. In the case of the first-year Student of extramural courses of study, fees for the university course of study are paid by the Student when making an annual payment within 30 days from the date the Contract is signed, or, when making semester payments, within 14 days of signing the Contract for the winter semester and by February 28 for the summer semester. In the case of the installment payment plan, the Student pays the fees to his/her individual account number available at the Student Portal (*Portal Studenta*) (https://ps.ug.edu.pl) by the following due dates:1 installment – within 14 days of the date the Contract is entered into, installment 2 – December 15, installment 3 – January 15 , installment 4 – February 28, installment 5 – March 31, installment 6 – April 30.
3. Fees for educational services rendered mentioned in § 4 subsection 1 points 2-9 and subsection 2, and also for issuing electronic student identification, diploma of graduation from tertiary studies (and duplicate copies of this document), are payable in full by the Student to his/her individual account number available at the Student Portal (*Portal Studenta*) (<https://ps.ug.edu.pl)>.”.

§ 6

Terms of the Contract

1. This contract is entered into for the duration of the course of study, and terminates at the moment the course concludes.
2. This contract terminates prior to the conclusion of the course referred to in section 1 if:
   1. the Student is removed from the list of students;
   2. the Student submits written notice of withdrawal from his/her course of study;
   3. change of the form of study to full-time.
3. Graduating from the course of study does not exempt the Student from paying fees.

§ 7

Refund of Fees Paid

1. If the Student withdraws from studies no later than 14 days from the beginning of the semester, he/she may apply for a refund of fees paid in connection with studies, if he/she submits within 14 days of withdrawing from studies the appropriate application to the head of the appropriate organizational unit. In other cases of withdrawal, payment is subject to refund proportionately to:
   1. the number of weeks remaining to the end of the semester or year after the day on which the Student withdraws from studies – this refers to studies that are not full-time day studies (evening studies);
   2. the number of weekend meetings remaining to the end of the semester or year after the day on which the Student withdraws from studies – this refers to weekend studies.
2. The University will refund in their entirety fees for educational services paid by the Student in the following instances:

1) the loss by the University of entitlement to provide a field of studies at a specific level of studies;

2) the University’s failure to fulfill the responsibilities deriving from the contract concluded with the Student concerning the conditions of payment for studies and educational services offered by the University of Gdańsk.

1. If the Student is removed from the list of students or if the Student’s contract is terminated because he/she has not fulfilled the obligations deriving from the contract, fees paid by the Student are subject to refund proportionally to:
2. the number of weeks remaining to the end of the semester or year after the day on which the Student was removed from the list of students or the contract was terminated - this refers to studies that are not full-time day studies (evening studies);
3. the number of weekend meetings remaining to the end of the semester or year after the day on which the Student was removed from the list of students or the contract was terminated – this refers to weekend studies.
4. If the Student has either a Dean’s leave or a leave of absence for health-related reasons, payment of fees for educational services is suspended, unless the Student participates in a class/classes. In this case, the fees for the class/classes are determined by the Dean in the details of the Student’s leave.

§ 8

Final Provisions

1. Any amendments to this Contract must be made in writing or they will be invalid.
2. If the Student changes either the form of studies or the course of study, the University will enter into a new Contract, as described in section 1, with the Student. The previous Contract is terminated on the day the new Contract is entered into.
3. Any matters not addressed in this Contract are subject to the regulations in the Civil Code and the Act.
4. The Parties will seek to resolve amicably any conflict arising from this Contract. If the Parties fail to reach agreement, the matter will be resolved by the competent court of general jurisdiction.
5. This Contract is drawn up in two identical copies one for each Party to this Contract.

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

*\* score out where inapplicable*