## Agreement no. ...... on the conditions of contributing payments by foreigners undertaking studies for a fee

concluded based on the Act of 27 July 2005 Law on Higher Education (Dz.U. of 2005, No. 164, item 1365 as amended) hereinafter referred to as "the Act", the regulation of the Minister of Science and Higher Education of 12 October 2006 on enrolling to and undergoing studies and trainings by foreigners, and their participation in scientific research and development works w (Dz. U. of 2006, no. 190, item 1406 as amended) hereinafter referred to as "the Regulation", and the disposition of the Rector no. ... of ... on payments for studies made by foreigners who study at the Wrocław University of Economics.

Rector no of on payments for studies made by foreigners who study at the Wrocław University of Economics.
On in Wrocław the Agreement was concluded by and between:
Ms/Mr
holding a passportresiding in:
student's book no.
hereinafter referred to as "the foreigner",
and
the Wrocław University of Economics ul. Komandorska 118/120 53-345 Wrocław, hereinafter referred to as the University, represented by:
the Dean / the Deputy Dean of the Faculty of
on the power of attorney of  attorney-in-fact of the Rector *
authorised for submitting a declaration of will on the behalf of the University
on the conditions of making payments for studies at the Faculty of
following content:
§ 1
1. The object of the Agreement is to specify the conditions of making payments by the foreigner for educational services related to education on full-time/extramural first degree studies, second degree studies, uniform magister studies, post-graduate studies on the major
hereinafter referred to as "the tuition fee", based on art. 43 par. 3, 4 and 5 of the act of 27 July 2005 Law on higher education.
2. The amount of the tuition fee is specified by the disposition of the Rector on payments contributed by foreigners for studies at the Wrocław University of Economics.
§ 2

The University declares that it fulfils the conditions, as specified by the executory provisions issued on the basis of art. 9 of the act, primarily concerning educational standards and levels, staff requirements, appropriate infrastructure and access to the library, and it undertakes to fulfil them by the end of the planned period of studies of the foreigner (including the possibility to prolong the period pursuant to the Rules of the Studies).

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<sup>\*</sup> delete if inappropriate

- 1. The University also declares that the conditions of the studies are stipulated in the Rules of the Studies passed in accordance with the requirements of art. 160 and 161 of the Act, and of the regulation, and the specific conditions of studying in the next semester including: the list of subjects with the number of classes and the variety of their forms, the list of names of the teachers and their academic degrees, the location, time and manner of running the classes, and the requirements concerning being awarded a credit in individual subjects shall be announced (via the Internet site <a href="www.ue.wroc.pl">www.ue.wroc.pl</a> or a special notice board) before the beginning of each semester.
  - 2. The foreigner declares that he/she is familiar with the Rules for the Studies applicable in the University and the University's organisational unit running the given major, and additionally that he/she is familiar with the content of the disposition of the Rector on payments for the studies made by the foreigners who study at the Wrocław University of Economics referred to in art. 1 par. 2.
  - 3. The Foreigner acknowledges that during the entire course of studies not more than 2/3 classes shall take place in ....., while the remaining classes in we Wrocław / Jelenia Góra¹. The Foreigner undertakes to come to both those locations it his/her own expense.

## § 4

- 2. The Foreigner admitted to the studies for the first year of education shall contribute the fee referred to in par. 1 increased by the equivalent of 200 EUR, regardless of the number of the undertaken majors.
- 3. The tuition fee shall be contributed not later than 7 days prior to the commencement of the winter semester and summer semester to the University's bank account ....., and subsequently the payment receipt shall be submitted to the relevant Dean's Office at the University.
- 4. In the case the foreigner fails to pay the tuition fee, he/she shall receive a letter of remainder and shall be charged statutory interest for the delay. If the foreigner is in arrears with the tuition fee for a period longer than 3 months, he/she shall be removed from the list of the participants of the studies.
- 5. The University reserves the right to change the amount of the payments should the education costs change. The education costs shall be duly recorded and payments shall be adjusted at the level ensuring that the costs incurred by the University are covered. The change shall be introduced by an annex to the present Agreement. The foreigner shall be notified of the change of the amount of the payments no later than three months prior to the introduction of the change.

## § 5

- 1. The Agreement shall be concluded for the period of the duration of the studies stipulated in the curriculum of the studies, i.e. for the period of ...... semesters.
- 2. Should the duration of the studies referred to in par. 1 be prolonged in accordance with the Rules of the Studies, the term of validity of this Agreement shall be prolonged accordingly, without the necessity to prepare a separate annex. The foreigner declares that he/she is aware of the fact that as a result of prolonging the term of validity of this Agreement, as described in the previous sentence, he/she shall be obliged to make an additional payment in the amount specified by the disposition of the Rector, referred to in art. 1 par. 2 applicable in the academic year in which the Agreement is prolonged.

<sup>1</sup> This clause appears only in agreements concerning studies in branch offices; its first sentence may also have the following wording: "First two years of studies shall take place in ....., and the third year in Wrocław/Jelenia Góra".

- 1. The Agreement shall be terminated in the case:
  - 1) the period referred to in art. 5 par. 1, subject to art. 5 par. 2, has elapsed,
  - 2) the student is removed from the list of doctoral students on the date when the decision on the removal becomes final and unappealable,
  - 3) the student submits the resignation from the studies in writing effective as of the date of submitting the declaration.
- 2. The tuition fees paid shall not be returnable, subject to par. 3.
- 3. The tuition fees shall be returned for the period where no advantage was taken of the educational services by the student where he/she was granted a leave, or resigned from the studies for health-related reasons certified by a medical doctor or for other documented important ill-fated reasons; however, the payment for the first year of the studies shall be returned in the amount decreased by the equivalent of EUR 200.

§ 7

The doctoral student undertakes to immediately inform the University in writing about every change of the data based on which he/she is recognised as a party to this Agreement, particularly about the address of his/her residence. Should he/she fail to conform to this obligation, the correspondence sent to the most recent address submitted by the doctoral student shall be considered as delivered.

§ 8

- 1. Any amendments to the provisions of the present Agreement shall be made in writing or else they shall be null and void, subject to art. 6 par. 2.
- 2. Any matters not regulated herein shall be governed by the provisions of the Act of 12 October 2005 "Law on Higher Education" (Dz.U. of 2005, no. 164, it. 1365 as amended), the regulation of the Minister of Science and Higher Education of 12 October 2006 on enrolling to and undergoing studies and trainings by foreigners, and their participation in scientific research and development works w (Dz. U. of 2006, no. 190, it. 1406 as amended) hereinafter referred to as "the regulation", and the disposition of the Rector no. ... of ... regulating the rules and mode of making payments for educational services concerning foreign students.
- **3.** The Parties agree that any disputes arising from this Agreement shall be settled by civilian courts competent for the seat of the University.

§ 9

The Agreement shall be issued to:

- 1) the Foreigner one copy in the Polish language / one copy in the English language\*,
- 2) the University one copy in the Polish language and one copy in the English language.

**University** Foreigner

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<sup>\*</sup> delete if inappropriate