

Agreement No./20...
on the provision of educational services
on part-time studies

concluded on in Wrocław, between:

Wrocław University of Science and Technology, 27 Wybrzeże Wyspiańskiego, 50-370

Wrocław, represented by the Dean of the Faculty,

hereinafter referred to as *the University*;

and

Mrs./Mr.

residing at

possessing an identity card/passport*: (series, No.),

Individual Identification No.

hereinafter referred to as *the Student*

Agreement subject

§ 1

1. The subject of the Agreement is the provision of education for evening / extramural* part-time studies at the Faculty of Wrocław University of Science and Technology and payment terms **for these provisions of education** on higher studies by the University as: first-level *licencjat / inżynier studies**, the second-level *magister studies**, covering ECTS points and the mutual rights and obligations of the Parties.
2. The University undertakes the implementation of the plan of study and programme of education for the main field of study of (if in a foreign language, specify which), in accordance with the *Act of 27 July 2005 on Higher Education* (consolidated text Journal of Law of 2012 item 572, as amended), hereinafter referred to as the “Act”, as well as regulations, and after fulfilling all the requirements resulting from the programme of education, to issue a diploma of
3. Within the provisions of the educational services, the University provides a student with, among the others:

- classes conducted by specialized staff;
 - scheduled classes conducted in studios intended for didactic classes, specialized studios and language labs equipped with appropriate equipment;
 - use of a library with a reading room and the Internet access and free use of the Internet in designated areas at the University.
4. The student undertakes to act in accordance with the oath, and to comply with the provisions of the *Regulations governing higher education studies at Wrocław University of Science and Technology*, Statute and other regulations and decisions issued by the University authorities in force during the study.
 5. The student obliges herself/himself to pay the fees in time, which were mentioned below in § 2 of this Agreement.

Fees for educational services

§ 2

1. The University gets and the Student agrees to pay the following fees for part-time studies:
 - a) a fee for the part-time studies,
 - b) a fee for retaking courses due to no progress with studies,
 - c) a fee for the classes (courses / groups of courses) arising from differences in program of study (in the case of changing the main field of study, university, or faculty, or changing the system of study, after the resumption of studies, etc.), in an amount equal to the fee for retaking courses because of no progress with studies.
2. The amount of a fee charged by the University for part-time studies and fees for retaking courses because of no progress with studies is determined by the Rector of Wrocław University of Science and Technology, but the amount of these charges may not exceed the costs incurred by the University to the extent necessary to launch and to conduct these studies, including the costs of preparation and implementation of the University development strategy, in particular the development of scientific staff and scientific educational infrastructure, including depreciation and repairs (Art. 99 item 2 of the *Law on Higher Education*).
3. The fee for part-time studies and for retaking courses because of no progress with studies not change during the academic year.
4. The fee for part-time studies, fixed for the academic year ... is:
for the winter semester - PLN,

for the summer semester - PLN.

5. Semester fee for part-time studies at the amount equal to the one of summer semester will be obliging during subsequent academic years, unless it is determined otherwise, in the manner specified in item 2., a new amount, which will be obliging for both Parties without having to draw an annex to the Agreement.
6. If in the following year of study the fee referred to in item 1 point a) and in item 4, established by the University Rector, will increase by 10% or more in comparison to the previous year, this fee for the current year of study will be 110% of the fee for the previous year.
7. In the event when the payment days are on non-working days (Saturdays, Sundays, public holidays) payment terms move to the first working day after the agreed date of payment.
8. The fee for retaking, in the academic year ..., **courses at extramural part-time studies** because of no progress is the same for each subsequent implementation (retaking) of a course and is:
 - a) for retaking a course "diploma dissertation", " *licencjat/inżynier* thesis", etc.. (at first-level studies), understood as the work 600 PLN
 - b) for retaking a course "praca dyplomowa magisterska" (for studies of second-level), understood as the work 900,00 PLN
 - c) for retaking 1 hour of any other semester course 10,00 PLN
i.e. for 10 hours in a semester 100 PLN
9. The fee for retaking, in the academic year, **courses at evening part-time studies** because of no progress is:
 - a) for retaking a course "diploma dissertation", " *licencjat/inżynier* thesis", etc.. (at first degree studies), understood as the work 600 PLN
 - b) for retaking a course ""praca dyplomowa magisterska" " (at second-level studies), understood as the work 900,00 PLN
 - c) for retaking 1 hour a week: lecture, foreign language lecture **3,50 PLN**
i.e. 15 hours in a semester 52,50 PLN
 - d) for retaking 1 hour a week: practical classes, laboratory, project, seminar, physical education classes or any other course **4,00 PLN**
i.e. 15 hours in a semester 60,00 PLN

10. The fee for retaking courses because of no progress, the amount specified in item 8 or 9*, shall be obliging in subsequent academic years, unless it is determined otherwise, in the manner specified in item 2., a new amount, which will be obliging for both Parties without having to draw an annex to the Agreement.
11. In the case of changes in charges for retaking courses because of unsatisfactory results in the next academic year, the Student is notified of the new amount of fees in the manner adopted by the University (i.e. website, the information posted on the information board, sent to the Student's e-mail address etc.). If the Student does not accept new rates then s/he is entitled to terminate the Agreement with an immediate effect, which is tantamount to resignation from the studies. A statement of termination must be submitted before the start of a new academic year, no later than the day preceding the start of the academic year.
12. The basis for fee specification in the case when there is need to supplement curriculum differences shall be written information delivered by the Dean indicating: courses / groups of courses which are to be completed, the deadline of the supplement and the amount of the fee.
13. Student's registration for the next semester is dependent on bringing the fees for particular semester for part-time studies or its agreed first installment, and - in the case of retaking courses because of no progress - appropriate fee for retaking the course / courses or fees for teaching classes deriving from programme differences, and in the case when the fees are paid in installments - paying the first installment.
14. The University takes and the student undertakes to pay fees for issuing electronic student's card and a university diploma. The amount of these fees are defined in the ordinance issued by the Minister who is responsible for higher education.
15. The student is given an electronic student's card, the deadline to pay the fee for its issue expires on:
 - a) 15 November for students enrolled beginning with the winter semester or
 - b) 31 March for students enrolled beginning with the summer semester.
16. The fee for issuing the diploma referred to in item 14, shall be paid before receiving the diploma, the deadline set by the Dean and after specification of charges in the Uniform Student Service System (hereinafter referred to as "JSOS system").

17. The Student agrees to pay any duties on an individual Student's account generated in the JSOS system No.: The date of payment is the date of crediting the amount of the fee the bank account of the University.
18. Untimely payment of any debts to the University by fault of the Student shall result in the specification of statutory interests for delay.

Agreement duration. Payment time. Agreement termination.

§ 3

1. Fees for educational services referred to in § 1 item 1, shall be paid in full or in 2, 3 or 4 * equal installments on the following dates:
 - a) the fee for part-time studies when paid in full – till 15 October in winter semester and till 10 March in summer semester,
 - b) the fee for part-time studies with installment payments - or in 2, 3 or 4 * equal installments on the basis of a written Agreement with the Dean, on the dates specified in this Agreement, in a given semester of the academic year,
 - c) the fee for retaking courses due to no progress with studies and for the classes within the program differences in payments made in full - within 14 days from the date of course fee specification in the JSOS system,
 - d) the fee for retaking courses due to no progress and for the classes within the program differences - in 2, 3 or 4 * equal installments, on the basis of a written Agreement with the Dean, on the dates specified in this Agreement, in a given semester of the academic year.
 - e) the fee for teaching classes within the program differences with payments made in full - within 14 days from the date of course fee specification in the JSOS system,
 - f) fee for teaching classes within the program differences with installment payments - in 2, 3 or 4 * equal installments, on the basis of a written Agreement with the Dean, on the dates specified in this Agreement, in a given semester of the academic year.
2. The Agreement shall terminate on the date of final striking off from the list of students - on the basis of the procedures determined in the *Regulations governing higher education studies at the Wrocław University of Science and Technology*.
3. In the case referred to in item 2, the Student is entitled to proportional (to the period of studies which was completed) fee refund.

Other provisions

§ 4

1. In cases not regulated by the Agreement, the provisions of the *Law on Higher Education*, the Civil Code and the "Principles of charging for services in part-time studies", adopted by the Senate of the Wrocław University of Science and Technology shall apply.
2. Any amendment to the Agreement must be prepared in writing, in the form of an annex, to be valid.
3. Any dispute arising from the Agreement, the Parties shall endeavor to resolve amicably, and if it is indispensable - submit it for resolution by a court of competent jurisdiction to the registered office of the University.
4. The Agreement is drawn up in two identical copies, one copy for each Party.
5. The Student agrees on processing her/his personal data by the University, which is associated with the execution of the Agreement, according to the *Act of 29 August 1997 Personal Data Protection* (Journal of Laws of 2015 item 2135).
6. The Agreement is concluded for the period of study, effective from

UNIVERSITY

STUDENT

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* delete as appropriate