*Załącznik nr 1 do Zarządzenia nr 34/2016*

*Rektora Uniwersytetu Opolskiego z dnia 16.08.2016 r.*



**Contract**

**on terms of conditions for fees payment by foreigners undertaking studies at the University of Opole on a fee-paying basis**

Contract concluded on ............................ by and between:

Ms./Mr

holding the passport no.

residing in

providing the contact address

register no.

hereinafter referred to as the foreigner, and

the University of Opole, hereinafter referred to as the University, represented by its representative,

authorised to make declarations of intent on behalf of the University on the basis of a mandate of the Rector.

§ 1

The subject matter shall be defining the terms and conditions for fees payment by a foreigner for education services provided by the University related to education on full-time/part-time\* first degree, second degree, long-cycle studies\* on the basis of art. 43 pars. 3, 4 and 5 of the Act of 27 July 2005 – *Law on Higher Education* (Journal of Laws No. 164, item. 1365, as amended), hereinafter referred to as the Act.

§ 2

1. The University shall declare that:

1) the conditions of studies are determined in accordance with the requirements of arts. 160a and 161 of the Act, and the detailed conditions of study in the next academic year/semester\* including: a list of courses with the number of hours of lectures, classes, laboratories and trainings, a list of instructor names with their scientific degrees, place, time and manner of their conduct, as well as examination conditions of particular subjects will be given to the foreigner through the faculty’s website and the dean’s office special bulletin board before the start of each academic year,

2) the studies undertaken by a foreigner shall finish with granting a professional title of

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

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

to whose granting the University has powers and shall undertake to keep them until the end of the foreigner’s planned programme taking into account its possible extension in accordance with the Study Regulations.

3) in case of interruptions in studying, for the reasons set forth in the regulations of the Law on Higher Education, the University shall not be liable to the foreigner for the inability to return to the previous field of study (specialisation) because of its liquidation or non-launch in a given academic year.

2. The foreigner shall declare that:

1) she/he knows the Statute of the University and the Study Regulations in force at the University. At the same time, she/he shall declare that she/he does not raise objections to the curriculum on the chosen field of study. The content of the mentioned documents is available on the website of the University.

2) she/he completed a year of preparatory activities to undertake studies in the Polish language in the units designated by the Minister for the Higher Education, or she/he holds a certificate confirming the knowledge of the Polish language issued by the State Commission for the Certification of Proficiency in Polish as a Foreign Language.

§ 3

1. The foreigner shall be obliged to pay the fees for classes in the amount of PLN ........................... per year (say: ..............................................……) for one year of study to the bank account indicated by the University or to the cash register of the University. In the absence of its lack in payment centres of the Bank, with which the University of Opole has entered into an agreement on cash lodgements and redemptions, according to the Regulation of the Rector of the University of Opole.

The total amount of the fees described in the preceding sentence that the Foreigner is obliged to pay for the fees for the classes for the entire planned period of study is PLN ............................ (say: ..............................................……).

1. The fees referred to in par. 1 shall be paid per:

- winter semester – before 10 October,

- summer semester – until 10 March.

1. The delay in the fees payment for educational services listed in par. 1 shall be the basis for calculating interest for default in the amount specified in separate regulations. The receivable non-settlement, after prior request for its payment and the expiration of an additionally specified time, shall result in the expulsion.
2. In justified cases, upon reasoned request by the foreigner, the rector may extend the deadline for the fee payment or agree to pay the fees in instalments, separately for each academic year or semester.
3. In the case of the foreigner’s financial difficulties or if she/he undertook studying in another field of study or training in another education form on a fee-paying basis, the rector, upon a request by the person concerned, may reduce the tuition fee or release from it entirely on the principles resulting from separate regulations.
4. The University shall reserve the right to change the fees for the classes referred to in par. 1 in the event of changes in the curriculum or due to extraordinary circumstances, which the parties did not foresee at entering into the Contract. The change in the fees for classes shall require entering into a contract.

7. Regardless of the fees for classes, referred to in pars. 1 and 2, the foreigner shall undertake to pay for:

1) repeating classes due to unsatisfactory academic achievements:

a) repeating a semester due to unsatisfactory academic achievements in the following fields of study:

- humanities, economics, administration, mathematics and theology – PLN 600 per semester,

- experimental and artistic – PLN 700 per semester,

b) for repeating a foreign language course – PLN 250 per semester,

c) for repeating the subject within the conditional course credit – PLN 250,

d) repeating the laboratory within the conditional course credit – PLN 350,

e) for the continuation of foreign language learning for more than the limit specified in the curriculum plan– PLN 250 per semester,

2) classes not covered by the curriculum plan,

3) other fees provided for by commonly applicable law, in particular for: issuing a student card, a registration book, a higher education diploma and their duplicates.

8. The fees for repeating the classes due to unsatisfactory academic achievements and for the activities not covered by the curriculum plan shall be lodged to the bank account indicated by the University, and in the lack thereof in the Bank payment centres, with which the University has entered into the on cash lodgements and redemptions at the following dates:

a) for repetition of the classes listed in par. 7 point 1, before the beginning of each semester:

- winter one – before 30 September,

- summer one – before 28 February ,

b) for other forms mentioned in par. 7, point 2 – 7 days before the start of classes, and in the case of activities lasting over 1 semester – 7 days before the beginning of each semester.

9. The foreigner shall declare that she/he is familiar with the Regulation of the Rector of the University of Opole on fees for educational services and their collection dates for a given academic year, the contents of which can be found at www.uni.opole.pl.

§ 4

Re-admission may occur after the payment of the due fee together with statutory interest. The interest for default shall be charged for the period after the date of the required lodgement until the day of the cash inflow to the University’s account.

§ 5

The University, while meeting the requirements resulting from the personal data protection provisions in the studies conduction process, shall burden the foreigner with the obligation to notify it in writing on the change in her/his personal data included herein. The foreigner shall burden the consequences of failing to comply with this obligation.

§ 6

This Contract shall be concluded for the duration of studies, as specified in the curriculum plan, i.e. for .................... semesters.

§ 7

The contract termination or withdrawal shall not release the foreigner from the obligation to pay the due tuition fee.

§ 8

1. The tuition fees shall be non-refundable, subject to par. 2.
2. The tuition fees shall be refundable if the foreigner was granted leave of absence or resigned from study for medical reasons confirmed by a medical certificate or other valid, documented unforeseen reasons.
3. The University shall return the payment within 21 days from the date of the written request to the competent Dean.

§ 9

* 1. The change in the provisions thereof shall be deemed invalid unless made in writing.
  2. In cases not covered herein, the Polish law provisions, included in the act of 27 July 2005, *Law on Higher Education,* the Regulation of the Minister of Science and Higher Education of 12 October 2006 on undertaking education and studying within higher education by foreigners and their participation in scientific research and development works (Journal of Law No. 190, item 1406, as amended) and the relevant provisions of the Civil Code shall apply.

3. The Parties shall submit any disputes arising from this Contract to the Polish courts materially and locally competent for settlement in accordance with the general principles.

4. The Contract shall be received by:

1. Foreigner – one copy in Polish/one copy in English\*,
2. University – one copy in Polish/one copy in English\*,

…………………………………………….. ……………………………

/the University representative’s signature/ /Foreigner’s signature/

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*\*delete as appropriate*