

Agreement

on the terms of paying fees by foreigners studying on PhD study programs

at the University of Opole

The agreement concluded on between:

Ms./Mr.

holder of passport

residing

with the address for correspondence

student card no.

hereinafter referred to as the Foreigner, and

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

……………………………………………………………………………………………………………

authorized to make representations on behalf of the University by virtue of authorization of the Chancellor.

§ 1

The subject matter of the agreement is determination of the terms of paying fees by the Foreigner for the teaching services rendered by the University, related to education on third degree study programs on the basis of Article 43 section 3, 4 and 5 of the Act of 27 July 2005 - Higher Education Law (i.e. Journal of Laws of 2016 item 1842 as amended), hereinafter referred to as the Act.

§ 2

1. The University hereby states that:
2. fulfils the terms of the studies as specified in the Regulation of the Minister of Science and Higher Education on PhD study programs and PhD scholarships as well as the Terms and Conditions of PhD Study Programs at the University of Opole, and the detailed terms of study in each subsequent academic year/semester\*, containing: list of subjects along with the number of hours of lectures, exercise classes, laboratory classes and internships, list of surnames of the persons teaching the classes along with their scientific degrees, place, time and way of conducting them and the terms of crediting particular subjects, will be provided to the attention of the Foreigner by means of the website of the faculty and a dedicated announcement board in the dean's office prior to the beginning of each academic year,
3. in the event of pauses in study, for the reasons as stipulated in the provisions of the Higher Education Law (i.e. Journal of Laws of 2016 item 1842 as amended), the University bears no liability towards the Foreigner for no possibility to return on the current study major due to it being liquidated or the major (specialization) not being opened in the given academic year.
4. The Foreigner hereby states that:
5. the University Charter and the Terms and Conditions of PhD Study Programs binding at the University are known to him/her. At the same time, he/she hereby declares that brings no objections to the curriculum on the selected study major. The content of the mentioned documents is available on the University's website.

§ 3

1. The Foreigner shall be obliged to pay fees for the study classes to the bank account indicated by the University or at the University's cash desk, and, in case of its absence, in the cash points of the Bank with which the University of Opole has concluded an agreement concerning cash payments and payouts, in accordance with the Regulation of the Chancellor of the Opole University in the amount of PLN ……………(in words: ) per 1 one study year.

The total amount of the fees described in the previous sentence, which the Foreigner shall be obliged to pay as fees for the study classes for the whole planned study period is PLN …………… (in words: ) 1.

1. The fees mentioned in section 1 are paid per semester on the dates specified in the Regulation of the Chancellor of the University of Opole.
2. Any delay in payment of the study fee shall be the basis for charging statutory interest in the amount specified in separate regulations. In the case of failure to pay the amount due, after the prior call for payment, the Foreigner shall be crossed out from the list of students.
3. In justified cases, on the Foreigner's grounded request, the Chancellor may prolong the term for payment of the fee or give consent to fee payment in instalments, separately for each academic year or study semester.
4. In the case of the Foreigner's difficult financial situation or in the case of him/her starting study on the second study major or education in a different form on the paid study programs, the Chancellor, at the request of the person concerned, may reduce the study fee or exempt the Foreigner from it entirely.
5. The University reserves the right to change the amount of fees for the teaching classes mentioned in section 1 in the event of changes in the study program or due to extraordinary circumstances which the parties could not have envisaged when concluding the Agreement.
6. Regardless of the fees for the teaching classes mentioned in section 1 and section 2, the Foreigner shall be obliged to pay the following fees:

1) for repeating a subject due to unsatisfactory study results as part of repeating the semester or as a conditional credit - PLN ……/ECTS1 point.

2) classes not covered by the study plan,

3) other fees as provided in legal regulations of the commonly binding law, in particular for issuance of the PhD student ID card.

1. The fees for repeating classes due to unsatisfactory study results and for classes not covered by the study plan are to be paid to the bank account indicated by the University or at the University's cash desk, and, in case of its absence, in the cash points of the Bank with which the University has concluded an agreement concerning cash payments and payouts on the following dates:
2. for repeating a year or a semester prior to the beginning of each semester:

* winter semester - until 30 September,
* summer semester - until 28 February,

1. for the forms as specified in section 7 items 1 and 2, 7 days prior to the beginning of the classes, and for classes lasting longer than 1 semester - 7 days prior to the beginning of each semester.
2. The Foreigner hereby states that has become acquainted with the Regulation of the Chancellor of the University of Opole on the amount of fees for teaching services and the deadlines of collecting them for the given academic year, the content of which is available on the website www.uni.opole.pl.

§ 4

Repeated admission to the studies is allowed only after payment of the due fee along with statutory interest. Interest for untimely payment shall be charged for the period from the date of due payment until receipt of the fee on the University's account.

§ 5

The University, meeting, in the process of offering the study programs, the requirements resulting from personal data protection regulations, imposes on the Foreigner the obligation to notify it in writing about any changes in his/her personal data included in this Agreement. Any effects of default in meeting this obligation shall be borne by the Foreigner.

§ 6

This agreement is concluded for the term of the studies as specified in the study plan, i.e. for the period of semesters.

§ 7

Termination or withdrawal from the agreement shall not exempt the Foreigner from the obligation to pay the due fee for the studies.

§ 8

1. The study fees are not refunded, subject to section 2.
2. The study fees are refunded, if the Foreigner has received a leave or resigned from study for health reasons, confirmed by a doctor's certificate, or for other important, documented reasons of random nature.
3. The University shall refund the fee within 21 days from the day of a written request received by the competent Dean.

§ 9

In the case of opening the doctoral program (acceptance of the proposed doctoral thesis) and defence of the PhD thesis, the costs of conducting the doctoral program shall be borne by the Foreigner in accordance with the Regulation of the Chancellor.

§10

1. Any change in the provisions of the agreement shall be deemed invalid unless made in writing.
2. The Polish legal regulations shall apply in any cases not governed in the present agreement, including the act of 27 July 2005 The Higher Education Law (i.e. Journal of Laws 2016.1842 as amended), the Regulation of the Minister of Science and Higher Education of 12 October 2006 on studies and training undertaken and held by foreigners and their participation in scientific research and development works (Journal of Laws 2006.190.1406 as amended) and respective provisions of the Civil Code.
3. The Parties shall refer any disputes arising from this Agreement for resolution to Polish common courts, locally and materially competent according to general principles.
4. The Agreement is received by:
5. Foreigner - one counterpart in Polish / one counterpart in English\*,
6. University - one counterpart in Polish and one counterpart in English\*.

…………………………………………………….. …………………………………………….

/signature of the person representing the University/ /signature of the Foreigner/

\* cross out as necessary

1 enter the respective fee amount