

AGREEMENT

on the terms of charging the tuition fees and fees for educational services between the Medical University of Gdańsk and the student or candidate admitted to studies offered in the English language

concluded in Gdańsk on this **28 day of September 2018** by and between:

Medical University of Gdańsk,
ul. Marii Skłodowskiej - Curie 3a
80-210 Gdańsk

represented by:

1. Vice-Rector for Student Affairs – **Tomasz Smiatacz M.D., Ph.D.**

2. Deputy Chancellor, Bursar – **Jarosław Woźniak MA**

hereinafter referred to as the '**University**',

and

.....
(first name and surname)

.....
(home address)

.....
(address for correspondence, if different than the residence)

.....
(PESEL number)

hereinafter referred to as the **Student**,

to read as follows:

§ 1

1. The purpose of this agreement, hereinafter referred to in brief as the **Agreement**, is to lay down the terms to govern the charging of the tuition fees based on the Higher Education Law Act of 27 July 2005, s. 160a (Journal of Laws 2005: No. 164, it. 1365, as amended), hereinafter referred to as the **Act** for:

**unified Master studies conducted in English language at Medical Doctor programme,
Medical Faculty – English Division**

(enter the complete title of the studies, as required by the University in-house legislation, the level of studies, and the educational profile)

hereinafter the **Studies**, at the University in subsequent years of studies beginning with the academic year of **2018/2019** and for the period of **12 semesters**, the fees for educational services, and their rates.

In case of doubt it shall be deemed that the venue where both the pecuniary and non-pecuniary benefits arising from this Agreement are satisfied is Gdańsk.

ASSURANCES OF THE PARTIES

§ 2

1. The University declares and assures that:

- a. it has the staff and the base to run the Studies, the latter including the premises and the indispensable equipment, and undertakes it shall provide the above until the end of the planned period of Studies (including the extension of the period, if any, in compliance with the University's Rules of Study),
- b. it meets the criteria ensuing from the valid educational standards, including the total number of course hours run by staff members who satisfy the qualification prerequisites.

2. The Terms of Studies are defined in accordance with the requirements of the Act, s. 160 and 161, and the detailed terms of continuing studies in each subsequent academic year, including: the list of courses and the number of hours divided between the lectures, seminars, tutorials, laboratory classes, practical classes, self-education, vocational training, and further: ECTS scores, the names of the academic teachers running the classes and their academic degrees, the place, time, and methods of holding the classes, and the terms of crediting the courses, shall be communicated to the Student (via the website (www.extranet.gumed.edu.pl) and on notice boards of the University's educational units) before the onset of each academic year.

3. The Studies end with the obtained **Medical Doctor Diploma.**

(the diploma and/or vocational title/academic title)

which the University is authorised to confer and undertakes to maintain the authorisation until the end of the period of Studies.

§ 3

The Student declares he/she is familiar with the terms of Studies, has read and accepts the University Statute and the University Rules of Study available on the University website at the following address: www.gumed.edu.pl

COMMITMENTS OF THE PARTIES

§ 4

1. The University undertakes it shall:
 - a. provide the teaching staff with qualifications adequate for the type of the classes run,
 - b. provide the premises to run the courses and the equipment indispensable for the correct pursuance of the programme of Studies,
 - c. provide administration and technical service support for the Studies,
 - d. maintain the documentation of the course of Studies,
 - e. ensure availability of the University's library resources on the terms adopted at the University,
 - f. issue the graduation diploma on completion of the Studies.
2. The Student undertakes he/she shall:
 - a. participate in the courses and other classes specified in the programme of Studies and obtain the class and examination credits required in the programme,
 - b. perform all obligations binding on him/her under the Act, University Statute, and the University's Rules of Study, and comply with the University's other in-house legislation,
 - c. pay the fees in accordance with the Agreement and the disposition referred to in § 6 below, issued by the University Rector,
 - d. notify the University without delay in writing of any changes to his/her personal data as contained in this Agreement, including home address; any consequences of failure to satisfy the obligation shall be borne by the Student.
 - e. The Student, just as the graduate (up to two years after the graduation date) of the Medical University of Gdańsk, is obliged to provide the relevant Dean's Office of the MUG with the results of the tests he/she takes in the process of recognition/accreditation of the physician's diploma/development, medical studies or furthering of his/her medical career (e.g. USMLE, MCCQE, MCCEE, etc.).
3. Medical University of Gdańsk does not guarantee its students they shall be extended loans, nor does it accept any liability for the decisions made by other institutions/agencies as to granting student loans. Nevertheless, Medical University of Gdańsk undertakes it shall provide its students with the documents necessary to obtain a loan and certifying admission to studies or continuation of studies.

§ 5

The Student consents to the University's processing of his/her personal data for the purposes related to the Studies and declares he/she has been informed of his/her right to view his/her own personal data and require amendments thereto, and once the Agreement is terminated or expires the right to demand that the processing of the data be discontinued, subject to the reserved authority to process the data for the records in accordance with separate regulations.

FEES FOR SERVICES

§ 6

1. The University can charge fees for educational services, hereinafter called the **Fees**, for the provision of services to the Student, related to:
 - a) offering the studies in a foreign language.

2. The Fee rates are given in the **Disposition of the University' Rector, No. 3/2018 of 16.01.2018 regarding tuition fees for studies at the Medical University of Gdansk in the academic year 2018/2019**. The Fee rates have been determined in observance of the principles laid down in the Act, s. 99(2). **Disposition No. 3/2018 of 16.01.2018 regarding tuition fees for studies at the Medical University of Gdansk in the academic year 2018/2019** is published on the University website at: <http://rekrutacja.gumed.edu.pl/45093.html> and in the electronic system of the MUG legislation at: <https://extranet.gumed.edu.pl/page.php/238672/>. Excerpts of the above Disposition are appended to this Agreement.
3. The principles of charging the Fees, binding on the Rector at the conclusion of this Agreement as it is referred to in the Act, s. 160a(1), and the mode and prerequisites of exempting students from the Fees – in their entirety or in part – especially students with outstanding academic achievements or those who have participated in international scholarship programmes, or those who have found themselves in a difficult financial situation, are laid down in a resolution of the University Senate. The currently valid principles of charging the fees are defined in **Senate Resolution No. 16/2015 of 30.03.2015**.
4. The Fee rates can be amended whenever any of the following occurs: changes in the course curriculum, teaching standards, official prices, the prices of goods and services as published by the Central Statistical Office, inflation rate, or increase in the costs, or extraordinary circumstances the parties did not foresee when entering into the Agreement, though no more than by 5% in any academic year and effective as of the onset of the academic year.
5. The University shall notify the Student of any changes to the Fee rates by registered mail against acknowledgement of receipt.
6. A written annexe to this Agreement shall have to be signed before the effective date of the increased rates. The annexe linked to the rate increase should be signed before the onset of the academic year referred to in § 6(4) *in fine*. If no annexe is signed on or before the date, this shall be deemed equivalent to the Student's submission of resignation from further studies, i.e. with the termination of the Agreement.

THE PRINCIPLES OF PAYING THE FEES FOR EDUCATIONAL SERVICES

§7

1. The Student undertakes he/she shall pay the Fees in the amounts determined in accordance with § 6 hereof in a single payment, or separate for each semester, by the dates specified below:
 - a/in the case referred to in § 6(1)(a):
 - for the winter semester – on or before 15 October each year; for the summer semester – on or before 15 February each year,
 - for the winter semester of the repeated year – on or before 15 October of the specific year, for the summer semester of the repeated year – on or before 15 February of the specific year,
 - for conditional promotion to the subsequent year of studies – on or before 15 October of the specific year,

provided that in the event the Dean consents to the repetition of the year / conditional promotion to the subsequent year later than on the date specified above, the Dean shall set the individual deadline for paying the Fee in the decision expressing the consent to the repetition of the year / conditional promotion to the subsequent year.
2. The Fees should be transferred to the individual bank account allocated to the Student. The valid bank accounts allocated individually to the Student are listed on the website at: edziekanat.gumed.edu.pl.
3. In the payment title rubric, the Student shall enter his/her first name and surname, the full title of the Studies, the semester(s) for which the Fee is paid, and the kind of payment (repetition of the year, conditional promotion to the subsequent year, foreign language tuition, or courses outside the plan of studies).
4. The Student should keep the payment slip evidencing the effected payment of the Fee to the University, and if any problems arise, he/she should present the document to the Dean's Office on its request to prove the effected payment.
5. In the event the Student fails to pay any of the Fees in the amount due and/or on time in accordance with the principles laid down in this Agreement, the University shall charge the statutory interest thereon. The default interest shall be paid by the Student against the interest note.

6. In the event the Student fails to make any payment due to the University in the amount and/or by the date specified in the Agreement, the competent head of the basic organisational unit (Dean) shall call on the Student to make the payment within 14 days after the delivery of the written call for payment under the pain of striking him/her off the student list and terminating the Agreement. Upon ineffective lapse of the set date, the competent head of the basic organisational unit (Dean) can strike the Student off the student list.
7. The effective payment date shall be the date of crediting the MUG account with the payment amount.
8. If a payment is spread into instalments, the Student shall be obliged to make the payments by the dates specified in the Dean's decision concerning the spreading of the payment into instalments.

§ 8

1. The Fees paid for the specific semester/year of Studies shall be returned in their full amount in reply to the Student's written request, though only if the Student files his/her written resignation from the Studies no later than in the first week of the academic year.
2. The Fees paid for the specific semester/year of Studies shall be returned pro rata in reply to the Student's written request in any of the following circumstances occurring later than in the first week of the academic year, namely if the Student:
 - a) is granted a leave in accordance with the principles laid down in the University's Rules of Study,
 - b) resigns from the Studies whilst in progress because of health problems attested with a medical certificate or for other vital and documented reasons beyond his/her control, provided the Student files a written declaration of resignation from Studies.
3. The amount of the Fee to be returned is calculated in proportion to the number of weeks remaining until the end of the semester/year, counted as of the calendar week following immediately the week in which:
 - a) the request/declaration is submitted – in any case referred to in it. 2(a-b),
 - b) the decision to strike the Student off the list or the decision to consent to the change of the mode of studies to full time is made – in any case referred to in it. 2(c-d).
4. For the purposes of calculating the weekly Fee rates it is assumed that a semester lasts 15 weeks and the year lasts 30 weeks.
5. The Fee is returned based on the decision of the competent head of the basic organisational unit (Dean).
6. In the event the Student is granted Dean's leave, medical leave, or resigns from Studies, or is struck off the list of students/doctoral students, or obtains consent to the change of the mode of studies at MUG from part time (non-stationary) to full time (stationary) in the midst of the semester and has not paid for the educational services, MUG can claim the overdue fee for the educational services in the amount calculated in proportion to the number of weeks of the educational services provided, counted until the end of the week in which the above circumstance occurred, in accordance with the principle defined in § 8(3) above.

OTHER FEES

§ 9

1. The University charges fees for the documents on the course of studies it issues, namely:

a/ for the issuance of the graduation diploma plus two copies	PLN 60
b/ for the issuance of the post-graduate studies completion certificate	PLN 30
c/ for the issuance of an additional copy of the diploma in translation to a foreign language	PLN 40
d/ for the issuance of duplicates of the documents referred to in § 9(1)(a-c) – the respective fee is higher by half than the fee charged for the issuance of the originals.	
e/ for the issuance of a duplicate of the student's identity card	PLN 25.50
f/ for the issuance of a duplicate of the ID badge	PLN 30
2. The Student is obliged to transfer the Fees referred to in § 9(1)(a-f) to the University bank account indicated in the Internet system: edziekanat.
3. On request from the University, the Student shall be obliged to present the payment slip evidencing the effected Fees for the services listed in § 9.
4. The University charges a one-off fee for registration and participation in the week's inception course. The fee for participation in the inception course does not include the costs of accommodation and subsistence. The Student is obliged to pay the Fees to the candidate's individual bank account allocated to him/her in the recruitment process.

5. The rates of the Fees referred to in § 9(1) are given in the **Disposition of the University' Rector, No. 3/2018 of 16.01.2018 regarding tuition fees for studies at the Medical University of Gdansk in the academic year 2018/2019. Disposition No. 3/2018 of 16.01.2018 regarding tuition fees for studies at the Medical University of Gdansk in the academic year 2018/2019** is published on the University website at: <http://rekrutacja.gumed.edu.pl/45093.html> and in the electronic system of the MUG legislation at: <https://extranet.gumed.edu.pl/page.php/238672/>. Excerpts of the above Disposition are appended to this Agreement.

VALIDITY TERM OF THE AGREEMENT. AGREEMENT TERMINATION AND EXPIRATION

§ 10

1. This Agreement has been concluded for the term of Studies, that is for the period of **12 semesters**.
2. Each of the Parties can terminate this Agreement in writing.
3. The Student may terminate this Agreement in any of the following circumstances:
 - a. at any time by way of filing a written declaration of resignation from Studies,
 - b. if the University loses the authorisation to provide the Studies.
4. The University may terminate this Agreement in any of the following circumstances:
 - a. if the foreigner Student loses the right to stay or the permit to settle in the Republic of Poland.
5. This Agreement shall terminate before the end of the term for which it is signed in any of the following circumstances and by the following dates:
 - a. valid and final striking of the Student off the student list in any case specified in the regulations, the University's in-house legislation included; the decision to strike the Student off the student list replaces the notice terminating the Agreement, and the termination becomes effective on the day the decision to strike him/her off the list becomes valid and final.
6. This Agreement shall expire the moment the Student completes his/her Studies.

§ 11

Any matters not regulated in this Agreement shall be governed by the regulations of the Act, the secondary legislation thereto, and the in-house legislation issued pursuant thereto by the competent University bodies, and to the extent none of the above laws regulates the specific matter, it shall be governed by the regulations of the Civil Code.

§12

Any amendments or supplements to this Agreement shall be null and void, unless in writing.

§13

1. Any disputes that might arise from or in connection with this Agreement shall be solved amicably.
2. In the event no amicable consensus can be reached, the dispute shall be resolved by the common court in Poland of non-exclusive jurisdiction in accordance with the regulation of the Code of Civil Procedure, s. 34, under the regulations of the Polish substantive law.

§ 14

This Agreement has been drawn in 2 identical counterparts, one for each of the Parties.

STUDENT

UNIVERSITY

Vice-Rector for Student Affairs

Tomasz Smiatacz M.D., Ph.D.

Deputy Chancellor, Bursar

Jarosław Woźniak MA