

AGREEMENT No./.....
ON CONDITIONS FOR PAYMENTS MADE BY FOREIGNERS TAKING UP PAID DOCTORAL STUDIES
AND RULES ON AFFILIATING PhD STUDENT PUBLICATIONS

concluded on in Wrocław between:

the University of Wrocław, based in Wrocław, pl. Uniwersytecki 1, hereinafter referred to as „the University”,
represented by

authorised to make commitments acting on the authorisation of the Rector of the University of Wrocław
and Mr/Ms,

(name and surname)

residential address,

mailing address,

passport No.

PESEL, admitted to full-time/part-time* doctoral programme in
Polish/English*

.....

(name of doctoral studies)

of the Faculty
of of

– Student Record Book [*indeks*] No. – hereinafter referred to as „the PhD Student”
reads as follows:

§ 1
SUBJECT MATTER

1. This Agreement lays down the conditions of charging fees and their amounts for:

- 1) university education,
- 2) taking up classes not included in the study plan,
- 3) issuing education-related documents on doctoral programme

.....
.....(name of doctoral programme)

in Polish/English*, hereinafter referred to as „the fee” and mutual rights and obligations of the Parties
pursuant to the Act of 27 July 2005 – *Law on Higher Education*, hereinafter referred to as „the Act”.

2. The amounts of the fees for provided educational services are set out in the Agreement, its Annexes and
the Ordinance No. of the Rector of the University of Wrocław of on charging fees for
studies at the University of Wrocław in academic year, constituting an integral part of the
Agreement.

3. The PhD Student can apply to be exempted from the fees, in their entirety or in parts.

4. The detailed rules on charging fees for educational services and the terms and conditions of waiver of
the fees (in their entirety or in parts) are set out in the Resolution No. of the Senate of the
University of Wrocław of on charges for the provision of academic services and the terms and
conditions of waiver of fees for students and PhD students of the University of Wrocław, constituting an
integral part of the Agreement.

5. The Resolution of the Senate and the Ordinance of the Rector of the University of Wrocław on charging
fees for studies are published on the University’s website: [https://uni.wroc.pl/sprawy-
dydaktyczne/dydaktyczne-i-naukowe/](https://uni.wroc.pl/sprawy-dydaktyczne/dydaktyczne-i-naukowe/)

6. In the cases of conflict arising between the provisions of this Agreement, provisions of the Resolution referred to in section 4 and provisions of the Rector's Ordinance referred to in section 2, the provisions of this Agreement shall prevail.

7. This Agreement lays down the rules on affiliating in the meaning of relevant legal regulations regarding the criteria and procedure of attributing scientific categories to academic institutions in respect of scientific publications (including monographs) authored by the PhD Student, based on, in entirety or in parts, results of research and development related to the doctoral studies pursued at the University.

§ 2

RIGHTS AND OBLIGATIONS OF THE PARTIES

1. The University declares that it has sufficient legal conditions, staff, and facilities to provide education in the doctoral programme referred to § 1, section 1 and it undertakes to maintain them till the end of the planned study period.

2. The University ensures the provision of degree programmes according to the description of expected learning outcomes for given doctoral studies in respect of knowledge, skills, and social competence as set out by the council of the primary unit providing the programme, taking into account guidelines adopted by the Senate of the University of Wrocław for the councils of organisational units on how to design curricula and study plans for doctoral programmes, to which study programmes, including study plans, are adapted. The detailed conditions of studying in subsequent years include: a list of courses along with the number of lecture, discussion classes, lab classes, internship (etc.) hours, ECTS credits, and list of teachers conducting classes, and are published on the Faculty's website or the website of any other unit running the degree programme no later than 7 working days before the semester starts.

3. The degree programme taken up by the PhD Student is completed with doctoral degree in the discipline of and the University is authorised to award it.

4. The PhD Student undertakes to act according to the student oath and to:

- 1) comply with the obligations under the Act of 27 July, 2005 – *Law on Higher Education*, Regulations for Doctoral Studies adopted by the Senate of the University of Wrocław, and to comply with other internal legal texts of the University in force during the studies;
- 2) make timely payments to the University for educational services being provided.

5. The PhD Student undertakes to access on an ongoing basis the legal texts referred to in section 4, item 1.

6. The University has an irrevocable right to indicate the publications referred to in § 1, section 7 as affiliated with the University, and the PhD Student is obliged to unambiguously indicate the University as the place of affiliation of the publications pursuant to the rules set out below in section 7, and to inform the University in writing and without delay (no later than 7 days from the event constituting the basis of affiliation) about such indication.

7. When determining affiliation one has to unambiguously indicate as its place – regardless of the current place of work and potential additional or continued place of study – the Faculty of as the sole scientific unit to which the author has assigned the publication.

8. The conclusion of this Agreement constitutes an irrevocable declaration of affiliation in reference to the publications referred to in § 1, section 7 of this Agreement in the meaning of the provisions indicated therein and for the University constitutes grounds for legal actions foreseen in the event of a breach of the rules of affiliation set out in the Agreement, committed by the PhD Student or other entities.

9. The University has an irrevocable right to indicate scientific publications according to the rules set out in sections 6-8, also when they entered scientific circulation (were published) after the PhD Student had completed the doctoral degree programme.

§ 3

TUITION FEE FOR DOCTORAL STUDIES

1. The amount of the annual tuition fee for a doctoral programme is EUR.

2. The PhD Student undertakes to pay the fee for the first year of studies in entirety within 14 days from the date of approving the educational offer.

3. For subsequent years of studies the PhD Student makes semester payments, no later than till the day

when instruction starts according to the curriculum.

4. Semester fee constitutes half of the annual fee.

§ 4

TUITION FEE FOR CLASSES NOT INCLUDED IN THE STUDY PLAN

1. The fee for classes not included in the study plan applies only to additional non-obligatory classes for which the PhD Student enrolls voluntarily.

2. The hourly rate for classes not included in the study plan is PLN.

3. The list of courses, number of hours per semester/year*, number of ECTS credits, amount of the fee per course shall be set out in the amendment to the Agreement concluded no later than 14 days before the classes not included in the study plan start in a given academic year.

4. The PhD Student undertakes to make payment no later till the day when the classes start according to the curriculum.

5. If no payment is made within time limits prescribed in section 4, the PhD Student may not be allowed to take up classes.

§ 5

COMMON PROVISIONS

1. If the day of payment falls on a Saturday, Sunday, or public holiday, the deadline for payment is extended to the next working day following the original date of payment.

2. The date of payment shall be considered the date when the amount payable is credited to the University's bank account.

3. If no payment is made within obligatory time limit, statutory interest due for late payment shall be charged.

4. If no payment referred to in § 3 is made within obligatory time limit, the PhD Student may be removed from the PhD student registry, after having been requested to pay the outstanding amount.

5. The removal from the student registry does not relieve the PhD Student from the obligation to pay the University the outstanding amount with interest.

6. While making payment in EUR for studies in Polish/English* into the account:, the PhD Student specifies the academic year for which s/he is paying along with the name of the faculty and doctoral programme. **In the case of payments referred to in § 4 the PhD Student also indicates the course for which s/he is paying.**

§ 6

OTHER FEES

1. The University of Wrocław collects fees for issuing the following documents:

- | | |
|---|-----|
| 1) electronic PhD student ID card | PLN |
| 2) university doctoral diploma with one copy in Polish* | PLN |
| 3) additional copy of the diploma in English* | PLN |

2. The fee for issuing a duplicate of a document is 50% higher than the fee for issuing the original.

3. The fee must be paid upon its issuance at the latest.

§ 7

DURATION AND DISSOLUTION OF THE AGREEMENT

1. The Agreement is concluded for the study period indicated in the study plan, that is for semesters.

2. During the term of this Agreement the PhD Student makes payments in the amounts specified in § 3, § 4, and § 6.

3. If under conditions specified in the Regulations for Doctoral Studies the study period referred to in section 1 is prolonged, the duration of the Agreement is also extended without the need to conclude an amendment.

- 4.** If the Agreement is extended under the conditions specified in section 3, the PhD Student shall be obliged to make payments resulting from the provisions of § 3, § 4, and § 6 of this Agreement in the amounts indicated in the Ordinance of the Rector of the University of Wrocław on tuition fees at the University of Wrocław in force in the academic year in which the Agreement was extended.
- 5.** The Agreement is dissolved:
- 1) on the expiry of the period referred to in section 1 or extended according to section 3;
 - 2) on the effective date of the decision on removing the PhD Student from the PhD student registry;
 - 3) on the date of the submission of a request for withdrawal from studies to the Vice-Rector for Teaching in writing, otherwise being null and void.
- 6.** The University may dissolve the Agreement without giving notice if the PhD Student fails to make due payments within time limits prescribed in § 3, section 2 or § 4, section 4 of this Agreement, retaining the claims for payments due for the period in which educational services were provided.
- 7.** If the Agreement is dissolved before the end of a semester the University – at the PhD Student’s request – refunds the PhD Student the part of the fee due for the period following the dissolution of the Agreement, based on the decision of the Vice-Rector for Teaching specifying the amount to be refunded. The amount of the fee to be refunded is calculated as follows: the semester fee is divided by the total number of teaching hours in the semester and multiplied by the number of hours in the period from the day of the dissolution of the Agreement to the last day of instruction as specified in Rector’s Notice on the academic calendar. The fee shall be refunded within 21 days, counting from the day when the application for refund was submitted. The refunded amount shall be paid into the bank account specified by the PhD Student or at the University’s cash desk. The PhD Student’s application along with the decision of the Vice-Rector of Teaching is transmitted to the Bursar’s Office of the University of Wrocław in order to refund the overpaid amount. The Vice-Rector for Teaching’s decision is not an administrative decision in the meaning of the provisions of the Administrative Procedure Code.
- 8.** If on the day of the dissolution of this Agreement the Student/PhD Student is falling behind with tuition fee payments, s/he is obliged to pay them in the amount due till the day when the Agreement was dissolved.
- 9.** If the Agreement is dissolved during a semester, the amount of the overdue payment for the semester is calculated as follows: the semester fee is divided by the total number of hours in the teaching period (as specified in the Rector’s Notice on academic calendar) and multiplied by the number of hours in the period from the first day of instruction to the day of the dissolution of this Agreement.
- 10.** If no overdue payment, referred to in section 8, is made within 14 days from the day when the request for payment was received, the University shall make its claim for the overdue tuition fee payments for provided educational services in court proceedings.

§ 8 REFUND

- 1.** The fee is refunded only when:
- 1) the PhD Student has been denied an entry visa to Poland. The fee is refunded in the amount paid;
 - 2) the PhD Student has been granted leave of absence by the head of doctoral studies according to the rules of the Regulations for Doctoral Studies. The fee is refunded for the time taken off;
 - 3) the PhD Student has resigned from the studies for health reasons confirmed by an appropriate medical certificate. The fee is refunded for the time taken off for health reasons;
 - 4) during the first year of studies the PhD Student has failed to obtain course credit for next semester due to being removed from the PhD student registry. The semester fee is refunded. The fee is not refunded if the removal from the PhD student registry was the result of failure to submit in due time original documents certifying previous education;
 - 5) the University of Wrocław has been informed that the PhD Student’s diploma authentication procedure has been unsuccessful or the diploma/certificate has not been recognised as equivalent to a Polish one. The fee is refunded for the period following the receipt of such information by the University of Wrocław.
- 2.** Except for the cases referred to in section 1, the fee is refunded if the University of Wrocław, for reasons beyond its control, failed to provide the programme of studies which it had previously offered the PhD Student.

3. In the cases of students recruited for the University by recruitment agencies the amount of the fee to be refunded is reduced by the agency's commission, if the PhD Student decides not to continue his/her education during the first year of studies.

4. Upon requesting the refund the PhD Student submits a duly completed *Refund Form*, a model of which constitutes an annex to this Agreement, along with a set of supporting documents required to apply for the refund.

5. The documents referred to in section 4 are to be submitted to:

- 1) the International Office, if the PhD Student follows a programme in English;
- 2) the Educational Department, if the PhD Student follows a programme in Polish.

§ 9

OTHER PROVISIONS

1. For matters not covered by this Agreement the provisions of the Act, Civil Code, rules on attributing scientific categories to academic institutions and universities, as well as internal legal texts of the University of Wrocław shall apply.

2. The University of Wrocław reserves the right to make changes to the Rector's Ordinance referred to in § 1, section 2 and the Resolution of the Senate of the University of Wrocław referred to in § 1, section 4 of this Agreement if the cost of providing the doctoral programme increases, but within the limits set out in Article 99, section 2 of the Act – *Law on Higher Education* and shall not exceed the costs necessary to launch and provide the field of study/doctoral programme and the classes, including the costs of preparing and implementing the University's development strategy, especially development of academic staff and scientific and teaching infrastructure, including renovations and amortisation/depreciation. The PhD Student shall be informed about the changes 3 months prior to the commencement of the academic year from which the changes start being applicable, in a way of mailing the relevant information to the address specified in this Agreement. In this case the PhD Student has the right, within 2 months from receiving the information, to terminate the Agreement with one month's notice.

3. Changes to the Agreement and its dissolution, termination or rescission require written form, otherwise being null and void, subject to § 7, section 3.

4. The PhD Student declares that s/he has read the Regulations for Doctoral Studies, Senate's Resolution, and Rector's Ordinance on tuition fees for provided educational services, as well as the curriculum and study plan of the chosen doctoral programme.

5. The PhD Student declares that before concluding this Agreement s/he has been given: Regulations for Doctoral Studies of the University of Wrocław, Ordinance No. of the Rector of the University of Wrocław of on tuition fees charged for studies at the University of Wrocław in academic year and the Resolution No..... of the Senate of the University of Wrocław of on rules on charging fees for educational services and the terms and conditions of waiver of the fees for students and PhD students of the University of Wrocław.

6. The Agreement has been made in two identical copies, one for each Party.

for the University of Wrocław

PhD Student

Annexes:

1. Regulations for Doctoral Studies of the University of Wrocław.

2. Resolution No of the Senate of the University of Wrocław of on rules on charging fees for educational services and the terms and conditions of waiver of the fees for students and PhD students of the University of Wrocław.

3. Ordinance No. of the Rector of the University of Wrocław of on tuition fees charged for studies at the University of Wrocław in academic year.

4. Refund Form.

