

**Agreement on the provision of tuition at University realised as part of the Project
„KA 2.0 – development programme of Andrzej Frycz Modrzewski Krakow University”**

concluded in Krakow on, between:

Andrzej Frycz Modrzewski Krakow University with a registered office in Krakow, Gustaw Herling Grudzinski 1, entered into Rejestr Uczelni Niepublicznych and Związek Uczelni Niepublicznych under number 242, Statistical REGON number: 357129941, NIP (Tax Identification Number) 676-213-40-96, represented by the Chancellor – prof. nadzw. dr Klemens Budzowski, hereinafter referred to as „University”,

and

forename/surname:

residing in(address):

PESEL No.:, proving his/her identity with identity document
..... series

No.:, hereinafter referred to as „Student”

General provisions

§ 1

1. The University states that the Student has been qualified for the studies in the field of „.....”, profile, offered in the form of full-time .
2. The University states that possesses, the permission required by the rules of law to offer higher instruction referred to in section 1 hereinafter referred to „Studies”.
3. The Academic Year commences from the winter semester in the academic year 2018/2019 and lasts semesters.
4. The studies are offered as part of the Project „KA 2.0 – development programme of Andrzej Frycz Modrzewski Krakow University financed from the European Social Fund and national public funds Operational Programme Knowledge Education Development, Axis III Higher Education for economy and development; Measure 3.5. Comprehensive university programmes.
5. The studies shall be offered along with an academic syllabus, a training programme established by the appropriate Faculty Board and mandatory provisions of law as well as learning outcomes specified by the University Senate.
6. The language of instruction as well as of final examinations and obtaining credits shall be English.

§ 2

The terms used in the next part of the Agreement:

- 1) A Project – the Project, referred to as in § 1 section. 4;
- 2) A co-financing Agreement of the Project – the agreement concluded between the Intermediary Institution and the University. It stipulates the rules of Project realisation and its co-financing within Operational Programme Knowledge Education Development;
- 3) The Intermediary Institution – National Centre for Research and Development Warsaw (zip code: 00-695) Nowogrodzka Street 47a.

Participation statement and the entry to the participants’ list

§ 3

The Student expresses the intention to participate in the Project pursuant to the conditions specified in the *Rules of participation in the studies realized in the Project KA 2.0 – development programme of*

Andrzej Frycz Modrzewski Krakow University and in the Agreement and also states that:

- 1) criteria of eligibility to participate in the Project has been met especially :
 - a) the student meets the requirements of being admitted to the studies referred to in § 1 section 1, specified in the Senate Resolution of Andrzej Frycz Modrzewski Krakow University of 26 April 2017 which concerns the conditions and the recruitment procedures for the first-cycle studies and long-cycle Master's degree programme in the academic year 2018/2019,
 - b) all the data and statements submitted by the Student during the recruitment process are current and true
 - c) the Student consents to process his/her personal data to support the realisation of the Project „KA 2.0 – development programme of Andrzej Frycz Modrzewski Krakow University”, its evaluation, audit, monitoring and reporting as part of the Operational Programme Knowledge Education Development;
- 2) the Student has been warned about the penal responsibility for false representation and false personal data and statements; and:
- 3) commits himself/herself to inform the University promptly in writing about any changes concerning his/her data or statements made during the recruitment process.
- 4) commits himself/herself to obey the provisions of the study rules and regulations applicable at the University.

§ 4

The Student shall enter the Participants' list of the Project on paying the fee referred to in § 6 section 2.

Commencement of studies

§ 5

1. The University reserves the right not to commence the studies if on the last recruiting day the number of participants admitted to the studies is less than 25.
2. In case when the studies cannot be commenced the University may offer the Student the change of the field of study or the date of study commencement with the stipulation that they shall be realized off-Project and the Student will have to pay fees set in the University.
3. The Student interested in changing the field of study or the date of study commencement is obliged to make a written statement.
4. If the statement referred to in section 3 within the time specified by the University is not submitted, it shall be equal to the resignation from the studies. In this case the deposit paid by the Student shall be reimbursed .

Payments for studies within the Project

§ 6

1. A Student who is the Participant of the Project is exempt from the payments for studies with the exception of:
 - 1) reimbursed deposit,
 - 2) payments for subjects beyond the academic syllabus and the training programme of studies referred to in § 1,
 - 3) rescheduling or reinstatement of the date of the examination or completion of the course, instructor's conditional promotion, subjects retakes, advance studying, semester retake, rescheduling the time of submission of degree dissertation beyond the date specified to credit courses of the last semester of studies, payments concerning the issuance of additional diploma translated into a foreign language, an electronic duplicate of the student ID, a duplicate of a university diploma, the exchange of an electronic student ID.
2. The deposit amounting to 2000 PLN must be paid onto the University account within 7 days from the date of signing the Agreement.

3. A Deposit slip referred to in section 2 must be submitted along with the student's documentation to the University Recruitment Office.
4. The deposit shall be reimbursed to the Student on his/her application within 14 days from the date of submitting the application and paid onto a Student's account indicated in the application on condition that the Student has completed the studies in time specified in the plan and the schedule of the studies.
5. 'General provisions of payments for studies of Andrzej Frycz Modrzewski Krakow University', which are delivered to the Student before the Agreement is signed, specify the amount of payments referred to in the section 1 points 2 and 3, dates and the methods of payments.
6. During the duration of the Agreement the University reserves the right to change „General provisions of payments for studies in Andrzej Frycz Modrzewski Krakow University”, but the change cannot concern the introduction of payments for studies which are not specified in the Agreement nor increase the amount of the deposit referred to in section 2.

Monitoring and the evaluation of the Project

§ 7

1. The Student is obliged to cooperate with the University when the University undertakes some activities connected with monitoring and evaluating the Project (researches, surveys) during the Project realization and 12 months after graduation.
2. A person who has finished or stopped the work in the Project is also obliged to fulfill the responsibilities referred to in section 1.

§ 8

1. The Student is obliged to cooperate with the Intermediary Institution during auditing, monitoring the Project, during giving information and explanations concerning the participation in the Project and must also participate in research surveys both during the realization of the Project and after its completion.
2. The provision - section 1 is applied to monitoring, auditing and evaluation conducted by other eligible institutions and bodies.

Termination of the Agreement and the liability of the Senate

1. When the Student has been expelled from the University in virtue of regulations of the Act of 27 June 2005 – Higher Education Act (consolidated text, Journal of laws. from 2017 item 2183) the Agreement is terminated with the effect from the date when the decision about the expulsion has become final.
2. Section 1 shall be applied in case of punishing the Student by disciplinary penalty of expulsion from the University.
3. Apart from sections 1-2 the University may terminate the Agreement only when:
 - 1) the co-financing Agreement of the Project has been terminated, or
 - 2) the number of students continuing the participation in the Project in a given year and a type of studies decreases below 20.
4. Notice of termination of the Agreement by the University becomes effective from the date of its delivery unless a later date is specified.
5. Regarding section 3 points: 1-2; the Student cannot make any claims against the University unless the Agreement has been terminated due to the obvious fault of the University.

§ 10

1. The Student may terminate the Agreement only on account of serious reasons. Serious reasons that may lead to the termination of the Agreement can be as follows:
 - 1) the occurrence of some circumstances independent of the Student which impede considerably the continuation of the participation in the Project,

- 2) blatant or persistent violation of the conditions of the Agreement or conditions concerning conducting the studies by the University specified by the rules of law or rules applicable at the University.
2. A submission of a written resignation from the studies by the Student is equal to the notice of termination of the Agreement and calls for the fulfillment of the requirements specified in the section 1 to become applicable.
3. Notice of termination of the Agreement by any Party must be in writing or else shall be null and void.

§ 11

The Student who has been expelled from the list of students or discontinued from the participants' list of the Project is obliged to cover all the actual costs of learning per Participant and specified in the Project.

§ 12

1. In case of discontinuance of the participation in the Project on account of the Student's fault, the Student is liable for damage incurred by reason of his/her non – completion of the Project. The responsibility to redress the damage involves especially the defrayal of expenses of the Project per person to the amount of the Project's equivalent per person and in the portion that thereby cannot be financed by the Intermediary Institution due to the Student's discontinuance of the participation in the Project.
2. The Student's resignation from the participation in the Project along with the violation of provisions § 10, non – completion of the participation in the Project on account of a valid decision of the disciplinary penalty of expulsion and discontinuation pronounced towards the Student due to his/her deliberate fault shall be considered as the discontinuance of the participation in the Project through the Student's fault.
3. The burden of proving that the expulsion from the University list of students arose from the Student's deliberate fault is the obligation of the University.

Final provisions

§ 13

1. The Parties commit themselves to seek for an amicable resolution of any disputes arising from the realization of the Agreement.
2. All disputes arising from the realization of the Agreement that will not be resolved amicably shall be submitted to the court of local jurisdiction.

§ 14

Any amendments of the Agreement must be made in writing or else shall be null and void.

§ 15

The provisions of the Civil Code, regulations of the Act of 25 June 2005 - Higher Education Act (consolidated text, Journal of laws. from 2017 item 2183 with subsequent amendments) and internal regulations effective in the University shall be applicable in issues concerning the organization and the course of studies as well as the Student's rights and obligations and other not governed by the Agreement

§ 16

The Agreement has been drawn up in two counterparts with one copy for each Party.

Student

University

Chancellor
Klemens Budzowski

Andrzej Frycz Modrzewski Krakow University
Krakow 30-705, Gustaw Herling-Grudziński Street 1