Ordinance No. 42/2021

of the Rector of Lodz University of Technology

of 3 August 2021

on specifying the model agreement on the conditions of payment for educational services in full-time and part-time first- and second-cycle degree programmes at Lodz University of Technology, concerning persons who are not Polish citizens, not listed in Article 324(2) of the Act of 20 July 2018 - Law on Higher Education and Science pursuing studies
on a fee-paying basis

Pursuant to Article 23(1) and (2) (2) of the Act of 20 July 2018 – Law on Higher Education and Science (i.e. Journal of Laws of 2021, item 478, as amended), § 7(3) of the Study Rules at Lodz University of Technology - Resolution No. 6/2019 of the Senate of Lodz University of Technology of 24 April 2019 and Resolution No. 20/2021 of the Senate of Lodz University of Technology of 26 May 2021 Rules for charging fees for educational services and other services provided by Lodz University of Technology from persons who are not Polish citizens, not listed in Article 32(2) of the Act of 20 July 2018 – Law on Higher Education and Science, pursuing education at first and second cycle studies as well as postgraduate studies and other forms of education, and defining the conditions and procedure for exemption from these fees, I order the following:

§ 1

A model agreement is set out on the terms of payment for educational services at full-time and part-time first and second cycle studies at Lodz University of Technology, concerning persons who are not Polish citizens, not listed in Article 324 (2) of the Act of 20 July 2018 – Law on Higher Education and Science and those pursuing studies on a fee-paying basis, constituting an appendix to this Ordinance

§ 2

The Regulation No. 57/2019 of the Rector of Lodz University of Technology of 1 October 2019 on specifying the model agreement on the terms of payment for educational services at full-time and part-time studies, concluded between Lodz University of Technology and a foreign national undertaking and pursuing studies on terms other than Polish nationals.

§ 3

The Ordinance comes into force on 1 October 2021 and applies to the agreements concluded from the academic year 2021/2022.

Appendix

to Regulation No. 42/2021 of the Rector of Lodz University of Technology of 3 August 2021

on specifying model agreements on the terms of payment for educational
services at full-time and part-time first and second cycle studies
at Lodz University of Technology, concerning Polish nationals and individuals
not having Polish citizenship, listed in Article 324(2)
the Act of 20 July 2018 – Law on Higher Education and Science

**Agreement No. ... / In ... / 20 ..**

**on the conditions of payment for educational services at full-time and part-time first and second cycle studies at Lodz University of Technology, concerning persons who are not Polish nationals, not listed in Article 324(2) of the Act of 20 July 2018 – Law on Higher Education and Science and pursuing studies on a fee-paying basis**

concluded in Łódź on ............................ between:

Ms / Mr .....................................................................................................................................................,

holder of an identity document

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

PESEL No. (if issued) ...............................................................................................................................,

 the address for correspondence

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

Student register no. ......................................................................................,

hereinafter referred to as the Student, and

Lodz University of Technology with headquarters in Łódź at ul. Żeromskiego 116, 90-924 Łódź

Faculty ……..............................................................................................................................................

hereinafter referred to as the University, represented by:

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

authorized to make declarations of intent on behalf of the University on the basis of the Rector's power of attorney.

§ 1

The subject of the agreement is to define the terms of payment for the provided educational services related to education at full-time / part-time first / second-cycle[[1]](#footnote-1) studies in the field of ............................ ............, at the Faculty ........................................................ of Lodz University of Technology, undertaken by foreigner nationals pursuant to Article 323(1) of the Act of 20 July 2018 – Law on Higher Education and Science (i.e. Journal of Laws of 2021, item 478, as amended), hereinafter referred to as the Act and pursuant to Resolution No. 6/2019 of the Senate of Lodz University of Technology of 24 April 2019 Study Rules at Lodz University of Technology and Resolution No.20/2021 of the Senate of Lodz University of Technology of 26 May 2021 Rules of charging fees for educational services and other services provided by Lodz University of Technology from persons who are not Polish nationals, not listed in Article 324(2) of the Act of 20 July 2018 – Law on Higher Education and Science, pursuing studies at first and second cycle as well as postgraduate studies and other forms of education, and defining the conditions and procedure for exemption from these fees.

§ 2

The University declares that it meets the requirements set out in the Act and the regulations issued on its basis, specifying, inter alia, requirements for study programs, staffing and other necessary conditions, including premises and those related to the necessary material equipment to provide education at the studies listed in § 1 of this Agreement, and undertakes to meet them by the end of the Student’s planned study period , taking into account the extension of this period, in accordance with the Study Rules at Lodz University of Technology.

§ 3

1. The University declares that:

1) The terms and conditions of study are specified in the Study Rules at Lodz University of Technology in accordance with the requirements of Article 75 of the Act, and the detailed terms and conditions of study in the next academic year / semester, including: a list of courses and the number of hours of lectures, classes, laboratories and internships, will be communicated to the Student via the website http://webdziekanat.p.lodz.pl before the beginning of each academic year / semester, with the timetable provided for in the study program, no later than 3 working days before the beginning of the semester.

2) Studies undertaken by the Student end with the professional title of ..............................., which the University has the right to grant and undertakes maintain this right until the end of the period specified in § 2.

2. The Student declares to have read the Statute of Lodz University of Technology, the Study Rules at Lodz University of Technology, Resolution No. 20/2021 of the Senate of Lodz University of Technology of 26 May 2021 Rules of charging fees for educational services and other services provided by Lodz University of Technology from persons who are not Polish nationals, not listed in Article 324(2) of the Act of 20 July 2018 - Law on Higher Education and Science, pursuing education at first and second cycle studies as well as postgraduate studies and other forms of education, and defining the conditions and procedure for exemption from these fees and the Announcement of the Vice-Rector for Student Affairs on fees for educational services and other services provided at full-time and part-time first and second-cycle studies as well as post-graduate studies and other forms of education at Lodz University of Technology, charged from persons who are not Polish nationals, not listed in Article 324 (2) of the Act of 20 July 2018 – Law on Higher Education and Science, commencing the education cycle in the academic year .................................., the content of which is available on the website http://webdziekanat.p.lodz.pl and undertakes to comply with them.

§ 4

The University undertakes that in the event of launching the liquidation process, the University authorities will take active measures to create the possibility for the Student to complete studies on the same terms and conditions as provided for in this Agreement.

§ 5

The Student undertakes to:

1) notify the University in writing about a change in his/her personal data contained in this Agreement; the consequences of failure to fulfil this obligation will be borne by the Student;

2) immediately inform the University of the registered address in Poland and the address for delivery of correspondence;

3) notify the University in writing of the appointment of an attorney to conduct the Student’s affairs domiciled in Poland, and of the fact of appointment of a correspondence service attorney residing in Poland;

4) in the event of stay outside the territory of Poland for a period longer than 60 days, appoint a representative for correspondence service residing in Poland. If the representative for correspondence service is not appointed, the letters intended for this Student are left in the case files with the effect of delivery. The university will advise about it at the first delivery; The Student will also be instructed about the possibility of submitting a response to the letter initiating the proceedings and explanations in writing and about who may be appointed a representative;

5) use the functions, documents and information provided by the WebDziekanat student service portal; the information, documents and procedures provided by this portal are binding for the Student; the WebDziekanat portal is available at the following Internet address: http://webdziekanat.p.lodz.pl;

6) use the University Electronic Mail System (SPE), in accordance with the Regulation No. 15/2010 of the Rector of Lodz University of Technology of 22 October 2010 on the rules for the organization and use of e-mail system, the content of which is available at http: //webdziekanat.p. lodz.pl; the SPE system is the basic and obligatory means of communication between the Student and the University administration in matters related to the course of study; information provided by the University administration to the Student through this system is binding for the Student;

7) verify, within the time limits specified by the Rector of Lodz University of Technology, the final results in the courses for the given semester registered in the University IT system;

8) verify the status of individual financial liabilities registered in the University IT system;

9) to be a holder of an insurance policy in case of illness and consequences of accidents during the entire study period at Lodz University of Technology, or to present a valid European Health Insurance Card or to take out the insurance with the National Health Fund immediately after starting education.

§ 6

1. The Student undertakes to pay fees for the educational services as well as administrative and other fees related to the operation of the course of study if it is required by the applicable legislation, in particular fees for:

1) education according to the applicable curriculum and study plan;

2) repeating certain classes due to unsatisfactory academic performance;

3) participation in activities not included in the study program;

4) issuing a student ID and its duplicate;

5) issuing a duplicate of the graduation diploma and the diploma supplement;

6) issuing an additional copy of the diploma of completion of studies or a copy of the diploma supplement in a foreign language, referred to in Article 77 (2) of the Act.

2. The fees referred to in 1 are determined for the cycle of education by the Rector of TUL. The amounts of fees for the education cycle starting from the academic year ………………………… are specified in Appendix 1 to this Agreement.

3. The amount of the fee, specified in 1(1) for studies undertaken in the academic year 20 .... / 20 .... is .................................. PLN (say: ……………............................... PLN) for one semester of study.

4. A student with conditional registration for a given semester and who repeats certain classes in a given semester pays in that semester, in addition to the semester fee, an additional fee for each ECTS credit assigned to the repeated classes, which results from the formula:

*Fee for 1 ECTS credit = (1/sum of ECTS credits in a semester according to the program) x fee per semester*

"Fee per semester" means the amount of the semester fee applicable for a given field of study, defined by the Rector in accordance with § 6(3).

5. A student repeating a semester or a year of study pays in the repeated period of study only the fee for the repetition of courses in a given semester in the amount resulting from the product of the number of ECTS credits assigned to the repeated courses and the fee per ECTS credit calculated according to the formula set out in section 4, subject to section 2.

6. A student who did not submit the diploma thesis within the prescribed period, repeats the last semester of studies and who has been granted permission to extend the deadline for submitting the diploma thesis, pays a fee for repeating the classes necessary to prepare the diploma thesis. This fee is independent of the fee charged for repeating other classes. The amount of this fee depends on the number of ECTS credits assigned in the study program to the course "diploma thesis" or an equivalent course leading to the submission of the diploma thesis, the fee for 1 ECTS credit calculated according to the formula specified in 4 and expressed in% of the progress of the thesis specified by the thesis supervisor and is individually determined for each student before the beginning of the repeated semester by the vice-dean for student affairs according to the following formula:

*Fee = Number of ECTS credits assigned to the thesis x fee for 1 ECTS credit x (100% -% of the thesis progress)*

*"Fee for 1 ECTS credit" - is determined in accordance with the formula specified in 4.*

7. For the participation of classes not covered by the study program, the Student pays a fee in the amount resulting from the product of the number of ECTS credits assigned to the course and the fee for 1 ECTS credit, calculated in accordance with the formula specified in 4.

8. A student taking a leave of absence does not pay fees for the period of leave, subject to § 28(9) of the Study Rules at TUL.

9. Until the graduation of students admitted to studies for a given academic year, the university may not increase the amount of fees established for them or introduce new fees. This does not apply to increasing the amount of fees for classes not covered by the study program. In the event of a change in the fees referred to in the preceding sentence, the University, within 14 days before the beginning of the next academic year, will inform the Student about the publication of the currently applicable amount of fees on the website http://webdziekanat.p.lodz.pl and deliver it to the Student via e-mail - to the individual address of the Student, by means of the University Electronic Mail System, a template of an annex to the agreement changing the amount of the fees in question and information about the designated date and place of signing the annex to the agreement.

§ 7

1. The fees specified in § 6 are expressed, paid and settled in PLN. In the case of payments and settlements in other currencies, the conversion into PLN is made according to the currency exchange rate, i.e. the purchase rate of the bank whose services are used by Lodz University of Technology, on the day of actual receipt of revenue.

2. The Student shall pay the fees specified in § 6 to the individual bank account generated by the computer system, available at http://webdziekanat.p.lodz.pl - after logging into the individual account. The fees paid to the bank account are settled according to the hierarchy of fees specified in Appendix 2 to this Agreement.

3. The fees are paid by the Student on the following dates:

1) the fees referred to in § 6 (1)(1) - are paid for each semester of studies, corresponding to the last day preceding the relevant semester of studies, provided that the fee for the first semester of studies is paid no later than 5 days before the beginning of the academic year;

2) the fees referred to in § 6 (1) (2) - within 30 days of the date communicated to the Student via WebDziekanat which is the same as the date of entering the amount due into the University IT system;

3) the fees referred to in § 6 (1) (3) - one-off payment, within 14 days from the date of delivery of the letter informing about the amount of the fees. The Rector, upon a written request of the Student, having received the opinion of the head of an independent organizational unit providing education, may extend the deadline for paying the fee or consent to the payment of the fee in instalments;

4) the fees referred to in § 6 (1) (4, 5 and 6) - one-off payment in the amount specified in separate regulations, before issuing the documents to which the fee applies.

4. The fee shall be paid within the time limits specified in 3 of this section, without the additional call for payment sent to the Student. The date of payment of the fee is the day the money is credited to the indicated bank account of the University.

5. The completion of part of the studies at another university in Poland or abroad as part of international student exchange programs does not release the Student from the obligation to pay the tuition fees in a timely manner.

6. Statutory interest shall be charged on the fees specified in § 6 and paid after the deadline.

7. Tuition fees referred to in § 6 (1) (1) shall not be reimbursed, except in cases where:

1) The Student or the University terminated the agreement before undertaking studies by the Student;

2) The Student resigned from education during the period of classes in the semester;

3) During the semester, the Student was granted a short-term health, educational or special leave;

4) The Student was struck off the list of students during the class period of the semester.

In such cases, the part of the fee corresponding to the period of non-study will be refunded. The period of non-study is counted accordingly from: the day the Student submits to the head of an independent organizational unit providing education a written declaration of resignation from studies or a written application for a leave; the date of removal from the list of students. The fee is refunded to the bank account number provided in the Student's written request in the currency in which the fee was paid, without the bank interest, in the amount resulting from the exchange rate, i.e. the purchase rate of the bank used by Lodz University of Technology, on the first day of the set period of non-study.

§ 8

Failure to pay the due fee on time shall be the basis for removal from the list of students after the Student has been called upon to pay the outstanding financial arrears towards the University.

§ 9

1. This Agreement is concluded for the entire duration of the studies, specified in the study program.

2. In the event of extending the study period in the cases specified in the Study Rules at Lodz University of Technology, the term of the Agreement will be extended accordingly.

3. The Agreement expires upon the completion of the studies by the Student or the removal from the list of students by the final decision.

§ 10

1. Each Party may terminate the Agreement at any time:

1) the University, in the event:

a) the University loses the right to conduct a field of study at a specific level of study,

b) the Student fails to comply with the obligations under the Agreement.

2) the Student, in the event:

a) of submitting a written resignation from studies,

b) the University fails to meet its obligations under the Agreement,

c) the University loses the right to conduct a field of study at a specific level of study.

2. The termination of the Agreement should be made in writing, otherwise shall be null and void.

3. Termination of the Agreement by the Student is tantamount to resignation from studies.

§ 11

1. Any amendment to the provisions of the Agreement shall be made in writing, otherwise null and void, except for the change of the name of the organizational unit of the university providing education and for changing the address of the parties, which do not constitute an amendment to the Agreement.

2. In matters not covered by this Agreement, the relevant provisions of the Act, implementing provisions to the Act, the Statute of Lodz University of Technology, the Study Rules at Lodz University of Technology and internal regulations introduced on their basis issued by authorized bodies of the University, and in the scope not governed by them, the provisions of the Polish Civil Code shall apply.

3. Any disputes arising from this Agreement shall be settled by the Parties by the court having jurisdiction over the seat of the University.

4. The Agreement was drawn up in 2 counterparts, 1 copy for each of the Parties.

5. The Agreement was drawn up in Polish with an attached English translation. The basis for the interpretation of the Agreement is the version in Polish.

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

……………………………………………… ……………………………………………

(signature and stamp of the University representative) (legible signature of the Student)

1. Option to choose from [↑](#footnote-ref-1)