

**TEMPLATE**

**Agreement on the provision of ..... language tuition services provided at the AMU Foreign  
Language Teaching Centre**

**as a part of the paid commercial language courses pursuant to the Regulations of participation in commercial paid language courses  
organised by the AMU Foreign Language Teaching Centre (Appendix to the Ordinance No. ....of the AMU Rector, hereinafter  
Regulations)**

**No. .... /20 /20**

entered into by and between **Adam Mickiewicz University in Poznań**, ul. Wieniawskiego 1, 61-712 Poznań, REGON 00001293,  
NIP: 777-00-06-350, hereinafter referred to as the **University**

represented by:

Head/Deputy Head of the AMU Foreign Language Teaching Centre.....

appointed under the power of attorney

and:

Mr./Mrs./Ms. (first and last name) .....

address .....

telephone number .....

e-mail address provided in the Application Form .....

acting on their own behalf, hereinafter referred to as the **Participant**.

1. The University, as the Organiser of the commercial paid Language Course undertakes to provide the Participant with the winter semester\*/summer semester\*/ holiday\*/custom\* (*\*delete as appropriate*) ..... (*enter language*) **Language Course** in accordance with the Course programme and description which constitute Appendix No. 1 to this Agreement, in the total amount of ..... **instructional hours** in a group of ..... [enter number] Participants – *hereinafter the Course*.

FORM OF THE COURSE: ON SITE group \*/ ONLINE group\* (*\*delete as appropriate*)

The Course will take place:

a) **for the ON SITE groups** at the AMU Foreign Language Teaching Centre seat at the following address: ul. Grunwaldzka 6, 61-780 Poznań;

b) **for the ONLINE groups on the MS Teams platform** – the technical details regarding this form of the Course are available on the AMU Foreign Language Teaching Centre website: [www.sj.amu.edu.pl](http://www.sj.amu.edu.pl) .

One instructional hour lasts 45 minutes.

The Course which is the subject matter of this Agreement **begins on** ..... **and ends on** ..... . The classes are conducted in accordance with the class schedule indicated in the programme of the Course (Appendix No. 1 to the Agreement).

The initial date of the abovementioned duration of the Course is also the date of the first class.

All information regarding the Courses is available at the AMU Foreign Language Teaching Centre's Office at the following address: Poznań, ul. Grunwaldzka 6 (hereinafter **the AMU Foreign Language Teaching Centre**), as well as by phone and email:

- regarding **English and French**: telephone number 61 829 29 46 [angielski@amu.edu.pl](mailto:angielski@amu.edu.pl), [francuski@amu.edu.pl](mailto:francuski@amu.edu.pl),
- regarding other languages: telephone number 61 829 29 80 [niemuni@amu.edu.pl](mailto:niemuni@amu.edu.pl) .

2. The University commits to providing the rendered services in accordance with due quality and diligence, professional ethics, this Agreement, the Course programme (Appendix No. 1 to the Agreement), and the Regulations (Appendix No. 4 to this Agreement, also available on the AMU Foreign Language Teaching Centre website [www.sj.amu.edu.pl](http://www.sj.amu.edu.pl)), which constitute an integral part of this Agreement. All language instructors conducting commercial classes possess verified language qualifications. At the same time, the University reserves the right to stipulate that the learning outcomes are primarily dependent on the Participant. For the proper fulfilment of obligations specified in this Agreement, the University shall be liable according to general principles as stipulated in the Civil Code.

3. The University designates electronic mail as the method of communication with the Participant. The University sends messages or documents in electronic form to the aforementioned email address provided by the Participant in the Application Form. The Participant is obliged to send messages or documents in electronic form to the appropriate email address of the University specified in Point 1, unless the Parties agree otherwise. If the Agreement is concluded in writing, it is assumed that the Parties have agreed on communication through sending postal items via the appropriate postal operator, unless the Parties decide otherwise.

The Parties hereby agree on a different method of communication, namely: (*otherwise enter "not applicable"*):

4. The Participant undertakes to pay the **Course fee in the amount of** ..... **PLN gross**, in accordance with the current Price List available on the AMU Foreign Language Teaching Centre website [www.sj.amu.edu.pl](http://www.sj.amu.edu.pl), which also constitutes Appendix No. 3 to this Agreement, no later than 2 business days before the commencement of classes indicated above, subject to Point 5 relating exclusively to the ordered course and subject to Point 8.

5. The Participant of the ordered Course which is the subject matter of this Agreement is obliged to pay a fee in the amount of ..... PLN, by ....., in accordance with the decision of the AMU Supervising Vice-Rector based on prior individual agreements between the Parties.

6. The Course fee is to be paid in advance as a one-time payment for the entire Language Course to the University's bank account. In addition to the fee, the Participant separately bears the cost of purchasing textbooks in accordance with Point 13.

The details of the University bank account to which the Participant is obligated to make the payment for the Course which is the subject matter of this Agreement are as follows:

**77 1090 1362 0000 0000 3601 7903**

**Uniwersytet im. Adama Mickiewicza**

**Ul. Wieniawskiego 1, 61-712 Poznań**

The payment title should state: “[*enter first and last name*] subkonto 703600 PP s0000204 kurs języka [*enter language*]

.....

**nr Umowy [*enter Agreement No.*].....”**

7. Upon making the payment, the Participant is obligated to provide a proof of payment to the AMU Foreign Language Teaching Centre’s Office (ul. Grunwaldzka 6, 60-780 Poznań) or send it to the AMU Foreign Language Teaching Centre email address indicated in Point 1 of this Agreement (email address corresponding to the chosen Course).

The AMU Foreign Language Teaching Centre must receive a proof of payment within the deadline specified in Paragraph 4, i.e., no later than 2 business days before the planned commencement of the Course, subject to Points 5 and 8.

8. In the event of available vacancies, it is possible to make the payment after the deadline specified in Paragraph 4 upon obtaining consent from the AMU Foreign Language Teaching Centre and amending this Agreement, but no later than on the day of commencement of the Language Course under the Agreement. In such an event, the Participant is obligated to provide a proof of payment no later than directly before the commencement of the first class.

9. The University reserves the right to change the instructor conducting the classes for a specific group during the academic year due to technical-organisational reasons or other significant reasons beyond the University’s control.

10. Upon completion of the Language Course, the University issues a certificate to the Participant, confirming the course completion, provided the Participant meets the following conditions:

- passes all assessment tests, achieving a minimum of 60% of points on each test,
- attends at least 75% of the classes conducted as part of the Language Course.

The issued certificate can be collected in person at the AMU Foreign Language Teaching Centre. The Certificate is sent upon the Participant’s request, within 14 days from the receipt of the request by the Organiser, in an electronic version to the email address provided by the Participant in the Application Form. The Participant can also approach the Organiser with a request for the Certificate to be sent by post.

11. **UNIVERSITY’S RIGHT TO WITHDRAW FROM THE AGREEMENT.** The University reserves the right to withdraw from the Agreement in the event of an insufficient number of participants registering for the Course within the scope of a specific group. In such an event, the University undertakes to notify the Participant of the withdrawal from the Agreement via email, using electronic mail to the email address provided by the Participant in the Application Form, no later than the day preceding the planned commencement of the Course (the day of the first scheduled classes), and if the first classes fall immediately after a statutory day off, no later than the day of the planned commencement of the Course. The University also commits to refund the entire fee paid by the Participant to the bank account specified by the Participant within 30 days from the date of sending the Participant a notice of withdrawal from the Agreement.

12. **UNIVERSITY’S RIGHT TO TERMINATE THE AGREEMENT.** The University reserves the right to terminate the Agreement in the event that, due to reasons beyond the University’s control (such as resignation or withdrawal from the Agreement by another participant), it is not possible to continue conducting the group due to an insufficient number of interested individuals. This applies particularly when the number of participants falls below the specified group size as stated in the Price List, and if an Agreement cannot be reached regarding the adjusted fee in accordance with the Price List for the changed number of participants. Such termination must occur within 7 days from the occurrence of these circumstances. The University is obliged to refund the proportionate part of the fee for the classes that were not conducted according to the schedule. The refund will be transferred to the bank account provided by the Participant.

This means that in the abovementioned event, the Organiser will refund the amount of the fee paid for the entire course which is subject matter of the Agreement, after a proportional deduction of the part of the fee that is due to the Organiser for the classes that have already been conducted (the total fee amount is divided by the number of instructional hours included in the course programme, and then multiplied by the number of classes that have already been conducted, subsequently the final amount is deducted before the payment is refunded to the Participant).

13. The Participant hereby confirms that they are of legal age. The Participant undertakes to adhere to the provisions of this Agreement along with the Appendices, including the Regulations which constitute an integral part of the Agreement. The Participant confirms that they have received the content of the Agreement, the Course programme, the current Price List, the Agreement Withdrawal Form, the Regulations with Appendices, in the form of attachments to the electronic message sent to their email address provided in the Application Form, directly before signing this Agreement.

14. During the Language Courses, **textbooks** designated by the AMU Foreign Language Teaching Centre or agreed upon by the group to which the Participant belongs with the instructor conducting the Language Course for that group are utilised. **Participants are responsible for acquiring the abovementioned textbooks on their own.**

15. The Participant is obligated to adhere to principles of good manners and generally accepted social norms during the classes and to arrive punctually for the classes.

#### **PARTICIPANT’S RIGHT TO WITHDRAW FROM THE AGREEMENT**

16. The Participant has the right to withdraw from the Agreement within 14 days from the date of its conclusion without stating a reason and without incurring any costs, except for the costs specified in Point 24.

17. The Participant may submit a withdrawal statement using the withdrawal form, which constitutes Appendix No. 2 to this Agreement, or by using it. To meet the withdrawal deadline, it is sufficient to send the declaration as provided in Appendix No. 2 to the University to the email address specified in Point 1 (depending on the chosen Language Course) before the expiry of the aforementioned withdrawal period. After the end of the abovementioned period, the right to withdraw from the Agreement shall expire.

18. A written statement is considered submitted (to the following address: AMU Foreign Language Teaching Centre, ul. Grunwaldzka 6, 60-780 Poznań) after the University has received it and it was possible for them to become acquainted with its content (date of physical receipt, not the date of sending by post).

19. A statement sent by email is considered submitted at the moment it is entered into the electronic communication system in such a way that the University can become acquainted with its content.

20. The University is obliged to promptly send to the Participant, to the email address provided by the Participant in the Application Form, a confirmation of receipt of the Agreement Withdrawal Form.

21. In the event of withdrawal from the Agreement, the Agreement is considered as not concluded.

22. The University is obliged to promptly, no later than within 14 days from the day of receiving the Agreement Withdrawal Form from the Participant, to refund all payments made by the Participant.

23. The University refunds the payments to the bank account specified by the Participant.

24. If the Participant exercises the right to withdraw from the Agreement after submitting a request in accordance with § 7(2) of the Regulations (request to conclude the Agreement despite the absence of the 14-day withdrawal period, indicated in Point 16 of this Agreement), they are obligated to pay for the services provided until the time of withdrawal from the Agreement.

This means that in the abovementioned event, the University will refund the amount of the fee paid for the entire course which is subject matter of the Agreement, after a proportional deduction of the part of the fee that is due to the University for the classes that have already been conducted (the total fee amount is divided by the number of instructional hours included in the course programme, and then multiplied by the number of classes that have already been conducted, subsequently the final amount is deducted before the payment is refunded to the Participant).

#### **PARTICIPANT'S RIGHT TO TERMINATE THE AGREEMENT (SUBMIT RESIGNATION)**

25. The Participant has the right to terminate the Agreement with immediate effect at any time before the completion of the Language Course by submitting a written resignation from the Language Course at the AMU Foreign Language Teaching Centre's Office, at ul. Grunwaldzka 6, 60-780 Poznań or sending a resignation in the form of an email message from the email address provided in the Application Form to the University's email address specified in Point 1 of this Agreement, under pain of being declared null and void, subject to Point 26 of this Agreement. The date of submission of the written resignation is the date of its physical receipt by the AMU Foreign Language Teaching Centre (not the date of posting). The Agreement is terminated on the date of submission of the resignation.

26. The statement of resignation from the Language Course submitted by the Participant can be sent by email; however, in order to be effectively submitted, the Organiser must have the opportunity to become acquainted with its content. The Participant should receive a confirmation of receiving this message in the form of an email sent by the AMU Foreign Language Teaching Centre to the Participant's email address provided in the Application Form. In such an event, the date of termination of the Agreement is the date of sending the message containing the Participant's statement of resignation from the Language Course. The AMU Foreign Language Teaching Centre is obliged to promptly confirm the receipt of the Participant's resignation in electronic form to the email address provided by the Participant in the Application Form.

27. In the event of the Participant effectively resigning from participating in the Language Course before its commencement, the University refunds the entire fee paid for that course by the Participant.

In the event of the Participant effectively resigning after the commencement of the Language Course, the University refunds the Participant a portion of the paid fee proportionate to the conducted classes. The refund amount is calculated by dividing the fee for the entire Language Course by the total number of scheduled classes within that Language Course from which the Participant is resigning, and then multiplying the resulting value by the number of planned classes remaining after the date of resignation by the Participant.

The refund of the fee is made to the bank account indicated by the Participant.

#### **COMPLAINTS PROCEDURE**

28. The Participant may lodge a complaint regarding a Language Course offered by the University personally at the AMU Foreign Language Teaching Centre's Office, ul. Grunwaldzka 6, or by email sent to the address provided in Point 1.

29. The University is obliged to respond to the complaint received from the Participant no later than within 14 days from the day of its receipt.

30. In the event that the University does not provide a response to the complaint within the period referred to in Point 29, it is considered that the complaint has been accepted.

31. The response to the complaint is sent to the Participant to the email address provided by them in the Application Form.

#### **FINAL PROVISIONS**

32. The Participant has the right to change the group or proficiency level throughout the duration of the Course, upon obtaining AMU Foreign Language Teaching Centre's consent and amending the Agreement accordingly.

33. Any changes to the Agreement require mutual consent by both Parties in the form of an Annex to the Agreement, in the same manner and form in which the Agreement was concluded, in accordance with the provisions of the Regulations, under pain of being declared null and void.

34. The Agreement in written form is concluded for the duration of the Language Course, and drawn up in two identical copies, one for each Party.

35. The Agreement in documented form is concluded remotely for the duration of the Language Course in accordance with the procedure specified in the Regulations.

36. By entering into the Agreement, the Participant hereby confirms that the Price List and the Regulations with Appendices, the programme of the chosen Language Course, the Agreement Withdrawal Form Template, have been made available to them prior to the conclusion of the Agreement, and undertakes to abide by the provisions contained therein, as an integral part of the Agreement. Furthermore, all information regarding the Price List, Regulations, and updates are available on the AMU Foreign Language Teaching Centre website: [www.sj.amu.edu.pl](http://www.sj.amu.edu.pl) and on the following FB pages: <https://www.facebook.com/studiumjezykoweuam>  
<https://www.facebook.com/kursyjezykoweuam>

37. Adam Mickiewicz University in Poznań and the Participant hereby declare that they will process the provided personal data in accordance with the Agreement, the Regulation (EU) 2016/679, as well as other generally applicable law, which protect the rights of individuals whose data

is concerned, for the purpose of fulfilment of this Agreement and actions undertaken in connection with its fulfilment, and for purposes arising from applicable law. Furthermore, they undertake to maintain confidentiality regarding the processed data throughout the duration of the Agreement and after its termination.

**38.** The Participant confirms that Adam Mickiewicz University in Poznań with its seat at the following address: ul. Henryka Wieniawskiego 1, 61 - 712 Poznań fulfilled the disclosure requirements as indicated in the GDPR DATA PROCESSING CLAUSE appended to this Agreement.

**39.** In matters related to this Agreement, the governing law shall be the law of Poland. In matters not included in this Agreement, the provisions of the Regulations, which are an integral part of this Agreement, as well as general provisions, in particular the provisions of the Civil Code and the Consumer Rights Act apply.

Appendices constituting an integral part of the Agreement:

1. *the programme and description of the Course,*
2. *Agreement Withdrawal Form,*
3. *Regulations with Appendices,*
4. *the current Price List.*

.....  
First and last name of the PARTICIPANT  
in block letters

.....  
(date and signature of the Head/Deputy Head  
of the AMU Foreign Language Teaching Centre)  
Appendix to the Agreement:

.....  
(date and handwritten signature  
of the PARTICIPANT)

#### **GDPR DATA PROCESSING CLAUSE**

Pursuant to Article 13 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data – General Data Protection Regulation (EU Official Journal L 119/1 of 4 May 2016) informs that:

- The Administrator of your personal data is Adam Mickiewicz University in Poznań with its seat at the following address: ul. Henryka Wieniawskiego 1, 61-712 Poznań.
- The Administrator of personal data has appointed a Data Protection Officer – email address: iod@amu.edu.pl.
- The purpose of processing your personal data is to:
  - a) enter into and reach the Agreement on the provision of language tuition services provided at the AMU Foreign Language Teaching Centre (Article 6(1)(b) of the GDPR);
  - b) archive documentation, including documentation required by law for accounting and tax purposes pursuant to *inter alia* Article 74 of the Accounting Act and other acts on taxes (Article 6(1)(c) of the GDPR);
  - c) pursue potential claims and defend ourselves against potential claims (Article 6(1)(f) of the GDPR); providing you with access to information regarding our educational and training offer on the basis of your voluntary consent (Article 6(1)(a) of the GDPR).
- Your personal data will be processed throughout the duration of this Agreement, and after the dissolution hereof:
  - a) for accounting and tax purposes, the data will be processed as long as it is required by law. According to existing laws and regulations it is a period of 5 years beginning from the end of calendar year in which the tax liability has arisen;
  - b) upon achieving the original purpose for which the data was collected, the data will be processed for archival purposes for an appropriate time in accordance with the applicable archival regulations, and for a duration necessary for defending against claims directed towards us, in accordance with the law, taking into account the statute of limitations periods;
  - c) in the case of individuals who have consented to direct marketing and the sending of commercial information, until the consent is withdrawn.
- Your data will be processed by the employees of Adam Mickiewicz University in Poznań and/or by persons performing work for Adam Mickiewicz University in Poznań under civil law agreements – on the basis of authorisation for data processing provided by the Administrator. The data may be transferred to recipients and other legal entities for the purpose of fulfilling the agreement, or when required by the provisions of applicable law, or if the Administrator has another legal basis.
- You have the right to access the content of your data, and subject to legal provisions, the right to rectify, erase, restrict processing, the right to data portability, the right to object to processing, and the right to withdraw your consent at any time without affecting the lawfulness of data processing based on consent before its withdrawal.
- You have the right to lodge a complaint with the supervisory authority – the President of the Personal Data Protection Office.
- Providing personal data is voluntary; however, if your personal data is not provided, you will not be able to participate in the recruitment process for the indicated language course offered by the AMU Foreign Language Teaching Centre. Providing other consent is voluntary and does not affect your ability to participate in the offered courses.

- Your personal data will not be subject to automated decision-making or profiling pursuant to Article 22 of the GDPR.

I have read and understood the above information

I hereby consent to the processing of my personal data by Adam Mickiewicz University in Poznań for the purposes of direct marketing.

I consent

I do not consent

I hereby consent to receive commercial information regarding the educational and training offer emailed by Adam Mickiewicz University in Poznań pursuant to Article 10 of the Act of 18 July 2002 on the provision of services electronically (uniform text Journal of Laws of 2017, item 1217 as amended) to the email address provided by me.

I consent

I do not consent

.....  
(date and signature of the Participant)

## **APPENDIX 2 TO THE REGULATIONS – AGREEMENT WITHDRAWAL FORM TEMPLATE**

(fill in and send this form only if you wish to withdraw from the Agreement)

**Addressee:**

**AMU FOREIGN LANGUAGE TEACHING CENTRE, ul. Grunwaldzka 6, 60-780  
Poznań**

Organiser: Adam Mickiewicz University in Poznań, ul. Wieniawskiego 1, 61-712 Poznań REGON 000001293  
NIP 777-00-06-350,

Email address:

languages: **English and French:**

[angielski@amu.edu.pl](mailto:angielski@amu.edu.pl), [francuski@amu.edu.pl](mailto:francuski@amu.edu.pl)

other languages:

[niemuni@amu.edu.pl](mailto:niemuni@amu.edu.pl)

**I, ....., (first and last name) hereby withdraw from the Agreement  
No. ....., dated ....., on the provision of**

..... (enter appropriate language) language tuition services provided as  
a part of the paid commercial Language Course at the AMU Foreign Language Teaching Centre.

– Participant’s first and last name

.....

– Participant’s address

.....

Date .....

.....

Participant’s signature (*required only if the form is sent or submitted in hard copy*)