

**CONTRACT OF EDUCATIONAL SERVICES ("Contract")**  
**For the course of study INTERNATIONAL MULTIMEDIA CREATION STUDIES**  
concluded on ..... 201.. between:

**Warsaw Film School** with its seat in Warsaw, Generała Zajączka Street 7, 01-518 Warsaw, entered into the Register of Non-state Universities and Association of Non-state Universities with its entry number '371, hereinafter referred to as "UNIVERSITY", represented by: the Pro-rector for Education .....  
and

Mr/Ms .....  
Residing in ..... postal code:  
.....  
Street:..... house number ..... flat number  
.....  
With personal identity card no.: .....  
Issued by: .....  
With Polish Resident Identification Number (PESEL):  
.....

Hereinafter referred to as "the Student",  
Hereinafter collectively referred to as "Parties".  
The Contract stipulates as follows:

**§ 1**

1. Warsaw Film School based in Warsaw operates based on:
  - 1) The Law on Higher Education of 27 July 2005 (Journal of Laws of 2016, item 1842, as amended) and provisions issued on its basis;
  - 2) Decision of the Minister of Science and Higher Education No. MNiSW-DNS-WUN-6014-19061-1/AM/11 of 29th September 2011,
  - 3) University's Statute.
2. The University is registered in the register of non-public universities and non-public universities association under the ordinal number '371'.

**§ 2**

1. The Student undertakes first degree studies at the University in the field of:  
**FILM AND MULTIMEDIA**, with specialisation in **FILM DIRECTING & VIDEO GAMES / CINEMATOGRAPHY AND POST-PRODUCTION\*** conducted in **English in full time** cycle lasting 6 semesters. Extension of the duration of this Contract does not require a written amendment to the Contract in the form of an annex.
2. The Student started studies in the winter semester of the academic year 2018/2019.
3. The Contract shall be valid for the entire duration of the studies from the 1st September 2018 until the day of graduation or deletion from the list of students.
4. The University shall conduct student's education in accordance with the current University curricula for the given year.
5. In order to fulfil the provisions of art. 4 above, the University shall provide appropriate organisation of the studies under the supervision of the corresponding scientific and didactic staff.
6. Should the University fail to provide the Student with possibility to attend/continue studies due to accepting too few candidates/reducing the number of students in the course attended by the Student, the University is entitled not to open or liquidate the specialty/specialisation/course. In such case, the Student has the right to choose between:
  - 1) the right to start another course/specialty/specialisation suggested by the University or
  - 2) the right to withdraw from this Contract without any consequences.
7. Opening and conducting classes specified in the plan of studies as optional depend on the participation of a minimum of 6 students. Failure to do so shall result in the Student having to choose other optional courses provided by the University within the framework of the studies plan.

**§ 3**

The Student is admitted to the University upon submitting required documents, signing this very Contract and fulfilling requirements specified in para. 29 of the University's statute.

**§ 4**

1. Student's rights and duties related to the course of studies and payment for the studies are regulated by:
  - 1) University Statute;
  - 2) the University's regulations related to the studies;
  - 3) provisions of this Contract;
  - 4) Order of the Chancellor of Warsaw Film School No 1/03/2018 of 09.03.2018 r. regarding the type of payments for the educational services provided by the Warsaw Film School and the terms and conditions regarding payment collection;
  - 5) Order of the Chancellor of Warsaw Film School No 2/03/2018 of 09.03.2018 r. regarding the fees for the educational services provided by the Warsaw Film School.
2. The Student also undertakes to observe all other terms and conditions on the school's premises, including ordinances such as the Rules of cinema, Rules for the use of photographic studios, regulations of multimedia and editing rooms.
3. Student declares that he/she has read the contents of the documents mentioned in paragraph 1 and 2 above, accepts their provisions and undertakes to abide by them.
4. The Student accepts the responsibility for any damage caused to the University by his/her own fault.
5. For damage to or loss of the equipment belonging to the University, the Student shall be charged for the repair, replacement or purchase of the equipment.
6. For damage of the room equipment belonging to the University, the Student shall be charged for the repair, replacement or purchase of the equipment.
7. The manner and method of enforcing charges for the repair, replacement or purchase of the damaged equipment is specified by the separate regulations specified in para.2.
8. Documents mentioned in para. 1 and 2 above are available at the university's seat and of the University's internet website.
9. The Student confirms that he/she understands that the University uses IT systems for the service of the course of studies.
10. Based on art. 39, para. 1 item 3 of the Code of Administrative Proceedings authorises electronic forms of service of decisions and any summons, communications and other information related to the implementation of this Agreement and the course of study to the email address indicated in the form or assigned to the Student by the University and to place in IT system for the service of the course of studies, to which the student shall receive login and password. The Student undertakes to check the e-mail account and system pages regularly
11. The Student undertakes to inform the University in a written form about any changes regarding personal data, including the place of residence. Failing to do so, the Student shall be to blame.

## § 5

1. Studies at the University are paid.
2. The University charges the Student for the educational services related to:
  - 1) educating students in full time and part time course (tuition);
  - 2) non-standard course of education, such as:
    - a) fee for repeating an academic year of semester;
    - b) fee for admission to conditional continuation of studies in a given semester and completion of classes subject to the conditional entry.  
- if such occurrences take place in the course of studies.
3. Regardless of the fees mentioned in para. 2, the one-off payments shall be collected for:
  - 1) admission procedure in the form of recruitment fee;
  - 2) admission to study in the form of admission fee;
  - 3) re-admission to study after deleting the Student from the student's list in the form of reactivation fee;
  - 4) issuing student ID card and its duplicate;
  - 5) issuing the diploma upon graduation, its duplicate and additional copy of the diploma translate into a foreign language;
  - 6) legalisation of the documents for use abroad.
4. The amount of fees obligatory for the Student, referred to in para 2 and 3., is defined by the Order of the Chancellor of the Warsaw Film School No. 2/03/2018 of 09.03.2018 r. on the fees for the educational services provided at the Warsaw Film School, applicable to the direction, speciality and mode of education specified in para. 2 and 3 of the Contract, annexed to this Contract.
5. The University does not refund fees in the case of Student's absence in the classes.

## § 6

1. The Student shall be obliged to pay an enrolment fee of 1000 EURO (in words: one thousand EURO) within 14 days after announcing the results of recruitment interview.
2. The enrolment fee is non-refundable, with the exception of the situation when the course/specialty/specialization was not opened because of lack of candidates.
3. The tuition payment mentioned in para. 5 art.2 point 1, with the exception of art. 5, can be paid:
  - 1) As one-off annual payment of 5000 EURO (in words: five thousand EURO) made
    - a) until the 20th September of each academic year;
    - b) within 7 days from the date of signing this Contract;
  - 2) In the form of 2 (two) instalment payments of 2700 EURO (in words: two thousand seven hundred EURO) each :
    - a) I instalment: until 20th September;
    - b) II instalment: until 5th February;of each academic year.
4. Selection of one of the forms of payment referred to in paragraph 3, Student makes by submitting the relevant declaration in the Dean's Office on the following dates:
  - 1) the Student commencing the studies – on the date of signing this Contract;
  - 2) Students continuing their studies - until September 1 of each academic year.
5. Should the Student fail to make a payment in due time specified in section 3, pt.1, the Student is obliged to pay as specified in para. 3 point 2.
6. Should the Contract be concluded after October 1st, the Student shall be obliged to pay the full year tuition fee. Should the Student choose to pay in instalments, he/she shall be required to pay a one-time payment equal to the number of months that passed until the date of signing the Contract.

#### **§ 7**

1. Payment of fees referred to in para. 5, sec. 2, pt. 2 letter a) (payment for repeating an academic year or semester) shall be made based on rules regarding tuition payment specified in para. 6.
2. Payment of fees mentioned in para 5. Sec. 2 pt. 2 letter b) (payment for admission for conditional continuation of education in a given semester and completion of subject with conditional credit) shall be made within 7 days after Pro-rector's decision regarding the admission for conditional continuation of education.

#### **§ 8**

1. Student shall be obliged to pay additional fees, payable in advance, according to the following specification:
  - 1) for issuing the student's ID card duplicate – 10 PLN;
  - 2) for issuing a diploma with two copies – 60 PLN,
  - 3) for issuing an additional copy of the diploma translated into a foreign language – 40 PLN.
2. All payments resulting from the conclusion of this contract shall be made to the account number indicated in the Appendix 1 to this Contract.
3. The tuition fee can be increased in the following academic years by the price index of consumer goods and services announced for a given year by the President of the Central Statistical Office in the Polish Monitor, rounded to the full zloty as well as in the case of significant changes in regulations regarding the course of studies, the number of classes or other changes in the study plan in a given course. The increase in tuition shall not be higher than 10 per cent.
4. Upon Student's request, the University can issue an invoice for the company run by a Student.

#### **§ 9**

1. Student shall be obliged to make payments to the University's account in time and without delay. For each day of delay, the University may charge interests and the Student shall be obliged to pay the statutory interest for the late payment in the amount currently in force.
2. In the event that the Student is in arrears with payments, the University may delete the Student from the Student's list and the Contract may be dissolved.
3. Student deleted from the Student list can be entered to it again. The condition that must be fulfilled in the case of applying for re-entry, in addition to the conditions set out in the Regulations of the Studies, is to pay all previous fees to the University, including interests, signing new contract and paying the reactivation fee.

#### **§ 10**

1. Student may withdraw from this Contract anytime, which is equivocal with resignation from studies.
2. Termination of this Contract by the Student or deleting the Student from the students list does not result in the obligation of the University to return the fees connected with the education process so far made at the University.

3. Student removed from the students list shall be charged for the sum of tuition payable for the period until the day of deletion from the Students list. In the case of a student resigning from the studies, the Student shall be charged the tuition for the period of studies up to the date of resignation and one additional monthly instalment to cover the costs related to preparing and opening the studies for the Student who resigned. In the case of a single annual payment, the Student who resigned shall be given the refund for the tuition and will be charged the monthly payment as a form of coverage for the cost of preparing and opening studies for the Student.
4. In the case when until the day of deletion from the Student list, the student had paid less than required in the art. 3, he/she shall be obliged to settle the missing amount within 7 days from the date of deletion.
5. In the case when the student paid more than required according to the art. 3, the refund shall be settled in the manner indicated in the request of the person concerned.

#### **§ 11**

1. Student shall be obliged to pay the accident insurance contribution of 38.00 PLN (in words: thirty eight zlotys). The contribution for accident insurance shall be payable yearly with the tuition payment for October for the duration of this Contract.
2. The Student acknowledges and accepts that the amount of the insurance contribution may be changed in the duration of this contract.
3. The Student shall be obliged to deliver to the University premises an accounting document confirming the payment within 3 days (in words: three days) from the due payment date.
4. Should the payment due date be on a non-working day, the due day of payment shall be the first next working day.
5. The student shall on one's own obtain health insurance in the form of the European Health Insurance Card (in respect of the students from the European Union) or by entering into individual agreement with the Masovian Voivodeship Department of the National Health Fund (Mazowiecki Oddział Wojewódzki Narodowego Funduszu Zdrowia) (in respect of the students from outside of the European Union).

#### **§ 12**

1. The University is the producer of works within the meaning of the Copyright Act and related rights created by the Student in the course of classes at the University or in relation with the classes.
2. Student agrees to record his/her image and voice during all University's events, classes and exams submitted by a student. Records are held for documentary and promotional purposes of the Warsaw Film School.
3. The Student declares that in the case of creating works during or in relations to University classes in the meaning of Copyright and related rights he/she gives their consent for the University to use the Student's copyrights to his/her works, both in Poland and abroad, for indefinite period of time, through:
  - 1) recording and copying with any technique, including magnetic, optical, printing, reprographic, digital, recording,
  - 2) launching on the market, in any number of copies, including use as advertising materials of the University,
  - 3) introducing to computer memory, introducing and sharing on the Internet and other computer networks,
  - 4) public performance or public display during some public and exclusive events,
  - 5) exhibition, display, renting, lending, broadcasting, re-issuing,
  - 6) using the works for promotional, informational and servicing purposes of the University, Alongside with the right to exercise the dependent copyrights.
4. In addition, notwithstanding the provisions of paragraph 2 above, in the case of using the image of third parties in works created by the Student in the course of university's classes or in connection with such classes, the Student undertakes to obtain all required consent from the person or persons whose image has been used in the works for the free use of the image recorded in the above mentioned works and for dissemination of this image in the scope specified in paragraph 2 above.
5. When using the image of the Student in the works produced by the University, especially in the short films, the Student authorizes the use of his/her image in the above mentioned works and allows the use of artistic mask recorded in the above mentioned works in the scope mentioned above.
6. Regardless of the provisions in paragraph 2 and 4 above, the Student allows the University to modify the works, including corrections, modifications, changes, adaptation of the works or some single passages without the supervision of the Author.
7. The University's rights do not limit Student's right to receive royalties for the use of the works referred to in paragraphs 2 and 4 above.

8. The Parties agree that any work created by the Student in the course of classes at the University or in relations to them, shall bear the University's logo.
9. Transfer of rights in accordance with provisions of this paragraph shall be effective upon the publication of the work by the University Student.

**§ 13**

Training materials received from the University cannot be copied or reproduced.

**§ 14**

1. The Student agrees to the collection and processing of his/her personal data for the purposes connected with conducting the studies.
2. The Student declares that he/she has been informed about the rights resulting from the Personal Data Protection Act and in particular about the right to access and correct the personal data. Legal basis: art. 23 sec. 1 pt. 1 of the Act of 29 August 1997 r. on Personal Data Protection (Journal of Laws from 2016 item 922 as amended).

**§ 15**

According to art. 6 par. 1 letter a. 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, and repealing Directive 95/46/EC (General Data Protection Regulation) the Student consents to the processing of his personal data by the Warsaw Film School for the purposes of implementing this, in the scope of data required by the provisions of the Law on Higher Education Act and Regulation issued on its basis in the scope of keeping records of the course of studies.

**§ 16**

The student declares that upon signing this Contract he/she was informed about the rules of processing his personal data in accordance with art. 13 of the above-mentioned Regulation.

**§ 17**

1. In matters not covered by this Contract, the provisions of the Civil Code and the Law on Higher Education shall apply.
2. All changes to this contract must be in writing, otherwise they shall be null and void.
3. The Contract has been drawn up in two identical copies, one for each party.

.....  
The University

.....  
The Student