

STUDENT AGREEMENT („Agreement”)

entered into on July 3, 2015 by and between:

Warszawska Szkoła Filmowa (*Warsaw Film School*) with its registered seat in Warsaw, at ul. Gen. J. Zajączka 7, 01-518 Warsaw, entered in the register of non-state higher education institutions and associations of non-state higher education institutions under the entry number 371, hereinafter referred to as the 'School' **represented by Anna Ślesicka**, the Vice Chancellor for educational affairs,

and

Ms/Mr

residing in

country:

city:

postal code:

street:

building number: apartment number:

a holder of the following ID card

name:

series/number:

issued by:

hereinafter referred to as the 'Student',

hereinafter jointly referred to as the 'Parties'.

NOW, THEREFORE, the Parties hereto agree as follows:

§1

1. Warszawska Szkoła Filmowa with its seat in Warsaw acts pursuant to:

- 1) Higher Education Act („*Prawo o szkolnictwie wyższym*”) dated 27 July 2005 (Journal of Laws, Dz.U. of 2012, item 572 as further amended) and the provisions prescribed under this act;
- 2) Decision of the Minister of Science and Higher Education, reference number MNiSW-DNS-WUN-6014-19061-1/AM/11 dated 29 September 2011;
- 3) The School's Statute;

2. The School is entered in the register of non-state higher education institutions and associations of non-state higher education institutions under the entry number '371'.

§2

1. The Student agrees to undertake undergraduate studies at the School, major in FILM and MULTIMEDIA, in the field of FILM DIRECTING / CINEMATOGRAPHY / SCREENWRITING¹ carried out full-time (daily) in the cycle of instruction of 6 semesters.
2. The Student commences the education in the winter semester during the academic year of 2015/2016.
3. The Agreement is binding during the whole period of studies, i.e. from 1st October 2015 until 30th September 2018.
4. The School will provide the education of the Student in accordance with the higher education standards.
5. To meet the provisions of the point 4 above, the School shall provide appropriate organization of the studies entrusted to a competent academic staff.
6. In the event that it is not possible for the Student to participate and continue the studies due to the decrease of the number of students who attend the same year as the Student, the School is entitled to make a decision on the liquidation of the field /specialization / major. In such case, the Student may enjoy, at its discretion:
 - 1) the right to enter studies of another Bachelor / specialization offered by the School,
 - 2) the right to withdraw from this Agreement without any liabilities.

§3

The Student shall be admitted to the School after the required documents have been submitted, this Student Agreement have been signed and the requirements specified in § 29 point 1 of the School's Statute have been fulfilled.

§4

1. The Student's rights and obligations shall be governed by:
 - 1) The School's Statute;
 - 2) The School's binding by-laws,
 - 3) Provisions of the Agreement.
2. The Student represents that it read the wording of the documents specified in point 1 above, accepts the provisions thereof and undertakes to abide by the provisions.
3. The documents specified in point 1 above shall be available to read at the School's seat.
4. The Student undertakes to systematically check the course of study by way of the e-mail account provided by the Student as well as to familiarize itself with any information delivered by e-mail.
5. The Student shall notify the School in writing about any change of the Student's personal data, including the address of residence. If the Student fails to do so, it shall be encumbered with the consequences of such omission.

§5

1. The Student shall pay the tuition fee for the studies.
2. The Student undertakes to pay to the School on time the tuition specified herein, binding for the major, field and course of the studies provided for in § 2 point 2 and 3 hereof.
3. The School shall not reimburse the Student with any payment in the case that the Student has not

¹DELETE AS APPROPRIATE

attended the classes.

4. The Student undertakes to pay the first entry fee in the amount of EUR 1000.00 (say: one thousand euros) within the period of no longer than 14 days from the announcement of the recruitment results.

5. The fee specified in point 4 above shall not be reimbursed.

6. The Student undertakes to pay the premiums for Personal Injury Cover of PLN 30 (say: thirty złotych). The said premium shall be payable once a year together with the installment of the tuition fee for October in the period covered by this Agreement.

7. The Student undertakes to pay the tuition on a MONTHLY / ANNUAL basis.²

8. The Student knows and accepts the amount and due dates of the tuition payment to be settled monthly, where the fee for 6 semesters amounts to EUR 15,000.00 (in words: fifteen thousand euros) payable in the following monthly installments:

- in the months from October to July inclusive, in the period covered by this Agreement, in the amount of EUR 500 (say: five hundred euros) each month;

9. The Student who decides to pay the tuition on a monthly basis undertakes to pay the tuition in the agreed amount by 5th day of a given month in the months from October to July inclusive, in the period covered by this Agreement.

10. The Student knows and accepts the due dates of the tuition payment to be settled annually, where the fee for 3 years of studies amounts to EUR 13,500.00 (say: thirteen thousand five hundred euros) payable in installments of EUR 4,500.00 (say: four thousand five hundred euros) for each year, within the period covered by this Agreement.

11. The Student who decides to pay the tuition on an annual basis undertakes to pay the tuition in the agreed amount by 5th of October of a given year, in the period covered by this Agreement.

12. Per three years, the tuition fee payable on an annual basis is lower than the tuition fee payable on a monthly basis by EUR 1,500.00 (say: one thousand five hundred euros), i.e. by three monthly installments of the tuition fee.

13. Per academic year the tuition fee payable on an annual basis is lower than the tuition fee payable on a monthly basis by EUR 500 (say: five hundred euros), i.e. by one monthly installment of the tuition fee.

14. The Student who decides to pay the tuition on an annual basis knows and accepts that in every academic year July is a month free from making the tuition payment.

15. The Student shall submit to the seat of the School a financial document confirming the payment within 3 (say: three) days from the established due date provided in point 9 or point 11 above, i.e. 8th day of a given month within the period covered by this Agreement.

16. In the case that the due date of the tuition payment falls on off-work day, the due date of the tuition payment shall be the first following business day.

17. The Student is obliged to make additional payments, payable in advance, in accordance with the following specification:

1) for the issuance of the duplicate of student's card – PLN 10,00;

2) for the issuance of the studies completion diploma together with the certified copies – PLN 60,00;

² DELETE AS APPROPRIATE

3) for the issuance of additional copy of the diploma translated to a foreign language – PLN 40,00

18. Any payments made to the School shall be paid to the following bank account number:

PL 27 1240 1040 1978 0010 6277 5282

SWIFT/ BIC: PKOPPLPW

bank account owner: Warszawska Szkoła Filmowa

19. The amount of payments due during an academic year is fixed. In the following years of studies, the amount of tuition fee shall not increase by more than the inflation level announced by the Polish Statistical Office GUS, except for point 19 below.

20. The Student knows and accepts that the amount of the premium for Personal Injury Cover may be changed within the period of this Agreement.

21. At the Student's request, the School shall issue a bill to the Student's company, which shall be the basis for the payments.

§6

1. 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*).

2. The Student may terminate the Agreement at any time upon one month's notice effective at the end of the month.

3. Under no circumstances, the termination of the Agreement by the Student or the deletion of the Student from the list of the School's students shall not oblige the School to reimburse any fees paid by the Student related to the process of education to date carried out by the School.

§7

1. The School is the producer of works, within the meaning of the Act on Copyright and Related Rights, which the Student created within the framework of or in connection with the classes carried out by the School.

2. The Student agrees to record its image and voice during any School's events, classes or exams taken by the Student. The recording is performed for documentary and promotional uses of Warszawska Szkoła Filmowa.

3. The Student represents that in the case that within the framework of or in connection with the classes carried out by the School, the Student created works within the meaning of the Act on Copyright and Related Rights, the Student agrees that the School enjoys economic copyrights to the above mentioned works created by the Student in Poland and abroad for an indefinite period of time in the following manner:

1) recording and reproduction by any techniques, including magnetic, optical, printing, reprography and digital technique ,

2) placing the works on the market in any number of copies, also as the School's advertising materials,

- 3) saving into a computer's memory, entering in and making available on the Internet and other computer networks,
- 4) public performance or play at any events, both open and closed to the public,
- 5) displaying, projecting, lease, lending for use, broadcasting and retransmission,
- 6) using the works in promotional, advertising, informational or service activity of the School,

Together with the right to exercise derivative copyrights.

4. Furthermore, irrespective of point 2 above, in the case of using the images of third parties in the works created by the Student within the framework of or in connection with the classes carried out by the School, the Student shall obtain from any party whose image has been used in the above mentioned works any required consent to the free-of-charge use of the image recorded in the above mentioned works as well as to the distribution of this image within the scope specified in point 2 above.

5. In the case of use of the Student's image in the works produced by the School, in particular in a film study, the Student agrees to the use of its image in the above mentioned works and to the use of artistic mask recorded in the said works within the scope specified in point 2 above.

6. Irrespective of the provisions of point 2 and 4 above, the Student allows the School to modify the works, including i.a. adjustments, redesign, alterations, and adaptation of the works and their individual parts without the author's supervision.

7. The School's rights shall not limit the Student's rights to receive royalties for the use of the works specified in point 2 and 4 above.

8. The Parties agree that each work created by the Student within the framework of or in connection with classes carried out by the School shall bear the School's emblem (logo).

§ 8

The training materials provided by the School shall not be copied or reproduced.

§ 9

1. The Student agrees to collecting and processing its personal data for the purpose of carrying out the studies.

2. The Student represents that it has been advised on the rights arising from the Personal Data Protection Act to be enjoyed by the Student, in particular the right to view and correct the personal data. See: Article 23, paragraph 1, point 1 of the Personal Data Protection Act dated 29 August 1997 (Journal of Laws *Dz. U.* of 2014 r., item 1182 as further amended).

§ 10

1. The Student represents that the Student's address indicated in the Agreement is also the mailing address for the use of the Agreement.

2. The Student undertakes to notify the School each time the Student changes the mailing address within 7 days from the ensuing change. In the case that the Student fails to do so, the correspondence sent to the last address provided to the School in writing shall be deemed delivered.

§ 11

1. In the matters not governed by the Agreement the provisions of the Polish Civil Code and Higher Education Act shall apply.

2. Any amendments and supplements to the Agreement shall be made in writing or else shall be null

and void.

SCHOOL

STUDENT