

INSTRUCTION AGREEMENT (“Agreement”)

for ... (name of the Department)

concluded on 2023 between:

the Warsaw Film School with a registered office in Warsaw at 7 Gen. J. Zajączka Street, 01-518 Warsaw, entered into the register of non-State higher education institutions and associations of non-public higher education institutions under registration number: 371, hereinafter referred to as the “School”, represented by Vice-Rector for Student Affairs Barbara Pawłowska, PhD,

and

Mr/Ms

.....
.....

residing in postal code: -

name of the street: building No.:
apartment No.:

ID/ Passport No.:

issued by:

Personal Identification Number (PESEL):

hereinafter referred to as a “Student”,

hereinafter referred to collectively as the “Parties”,

reading as follows;

§1

1. The Warsaw Film School with a registered office in Warsaw, acting pursuant to:
 - 1) the Law on Higher Education and Science of 20 July 2018 (Journal of Laws of 2021, item 478 as amended) and provisions issued on the basis thereof,
 - 2) decision by Minister of Higher Education and Science No. MNiSW-DNS-WUN-6014-19061-1/AM/11 of 29 September 2011,
 - 3) the School Statutes.
2. The School is entered into the register of non-State higher education institutions and associations of non-public higher education institutions under registration number: 371.

§2

1. A Student shall undertake undergraduate studies at the **FILM AND MULTIMEDIA** department with specialization in **CINEMATOGRAPHY & POST-PRODUCTION / FILM DIRECTING AND VIDEO GAMES ***, which is a 6-semester cycle of instruction in the form of a full-time course conducted in **English**. Extension of the period of study shall not require an amendment to this agreement by means of an annex in writing.
2. A Student began their education in the winter semester of the academic year 2023/2024.
3. The Agreement shall remain in force throughout the entire period of study, i.e. from 1 October 2023 until the day of a Student’s graduation or their removal from the register of students.
4. The School shall ensure that a Student receives instruction in compliance with the School’s curriculum for a particular grade level.
5. In order to implement the provisions of the Section 4 above, the School shall ensure that the studies are appropriately structured and managed under the supervision of a competent academic staff.
6. Pursuant to the Article 67, Section 4 of the Law on Higher Education and Science, the School may hold classes using distance learning methods and techniques in compliance with requirements specified in the Regulation

of the Minister of Higher Education and Science on the Studies of 27 September 2018 (Journal of Laws, 28 September 2018, item 1861 as amended).

In the case of force majeure, the classes may also be held using distance learning methods and techniques, based on the principles set out in separate provisions. Force majeure shall be understood to mean external, unpredictable circumstances outside of the School's control such as, in particular: war, fire, epidemic, flood, transregional road and transport access blockades, social calamities or structural or construction disasters.

7. In the case of failure to ensure that a Student can attend and continue the course of study due to a reduction of the number of students at the Student's year level, the School has the right to make a decision not to launch/to dismantle the respective specialisation/ faculty. In such an event, the Student shall have the right to choose whether to:
 - 1) study for another specialisation/at another faculty proposed by the School, or
 - 2) withdraw from this agreement without any consequences.
8. Classes defined in the curriculum as optional can be launched and continued provided that at least six (6) students participate in them. Failure to meet this condition shall result in a Student's obligation to choose other optional classes ensured by the School as part of the implemented curriculum.

§3

A Student shall be admitted to the School after they have submitted required documentation, signed this Learning Agreement and met requirements specified in § 26, Section 1 of the School's Statutes.

§4

1. A Student's rights and obligations associated with the course of studies and tuition fees are governed by:
 - 1) the School's Statutes;
 - 2) Study Regulations applicable at the School;
 - 3) provisions of this agreement;
 - 4) order No. 1/04/2023 of the Chancellor of the Warsaw Film School of 12 April 2023 concerning fees for educational services provided at the Warsaw Film School and fee payment rules and procedure;
 - 5) order No. 2/04/2023 of the Chancellor of the Warsaw Film School of 12 April 2023 concerning the amount of fees for educational services provided at the Warsaw Film School.
2. Student shall also undertake to observe any and all remaining applicable legal acts at the premises of the Warsaw Film School, including order regulations such as the Cinema Rules, Terms of Use of the Photographic Studio, Terms of Use of the Sound Studio, Multimedia and Editing Rooms Rules.
3. A Student hereby declares that they have read the documents referred to in the Sections 1 and 2 above, accepts the provisions set out therein and undertakes to respect them.
4. A Student shall take the responsibility for damages to the School's property that occurred through the Student's fault.
5. A Student shall be charged with the cost of repair, replacement or purchase of damaged or lost equipment owned by the School.
6. A Student shall be charged with the cost of repair, replacement or purchase of damaged equipment and furnishings of the School's rooms.
7. The method and procedure of enforcing payment for repair, replacement or purchase of damaged equipment or furnishings are governed by separate provisions set out in the rules and terms of use mentioned in the Section 2.
8. The documents referred to the Sections 1 and 2 above are available for viewing at the School's registered office and on the School's website.

A Student hereby confirms that they acknowledge the fact that the School uses an IT system for student records management.

9. Pursuant to the Article 39¹, § 1, point 3 of the Code of Administrative Proceedings, a Student hereby consents to delivery of decisions on individual matters, including administrative decisions and any and all notices, messages and other information associated with performance of this Agreement and the course of study in an electronic form to an e-mail address indicated in a personal data form and/ or assigned to the Student by the School in the domain onlineszkolafilmowa.com.pl, as well as to their entry into an IT system for student records management; the Student shall receive a personal login and password to the system and shall undertake to regularly check their e-mails and the system's pages.
10. A Student undertakes to notify the School in writing of any changes of their personal data, including their address of residence. A Student shall bear the consequences of a default on this obligation..

§5

1. The School charges fees for instruction.
2. The School shall charge fees for educational services provided by it in relation to:
 - 1) education of full-time and part-time students (tuition fee);
 - 2) non-standard course of studies subject to:
 - a) fees for retaking the year or semester;
 - b) fees for conditional continuation of the studies in a given semester and crediting courses under conditional enrolment;
- should such events occur in the course of study.
3. Notwithstanding the fees referred to in the section 2, one-off fees are charged for:
 - 1) proceedings associated with enrolment (application fee);
 - 2) admission to the School (enrolment fee);
 - 3) re-admission to the School of a student who was earlier removed from the student roster (reactivation fee);
 - 4) issuing a student ID card and its copy;
 - 5) issuing a copy of a graduation diploma and its duplicate, as well as an additional copy in a foreign language (English);
 - 6) issuing a duplicate copy of a graduation diploma supplement and an extra copy of a graduation diploma supplement in a foreign language (English);
 - 7) legalisation of documents intended for legal transactions abroad.
4. The rates of fees for educational services referred to in § 5, Section 2 and Section 3, points 1 - 3 are defined in a separate order No. 2/04/2023 of the School's Chancellor of 12 April 2023 concerning rates of fees for educational services provided at the Warsaw Film School and applicable to faculty, specialisation and course of study as specified in § 2, Section 2 and 3 of the Agreement, appended to this Agreement.
The rates of fees referred to in § 5, Section 3, points 4-6 shall be determined based on the regulation of the minister in charge of higher education concerning college studies.
5. The School shall not refund the fees in the event of a Student's failure to attend the classes.

§6

1. A Student undertakes to pay the enrolment fee in the amount of **EUR1,000 (in words: one thousand euro)** no later than within 7 days of the announcement of interview results.
2. Payment of the tuition fee referred to in § 5, Section 2, point 1, subject to Section 4, can be made:
 - 1) as a single annual payment made:
 - a) by 20 September each academic year;
 - b) within 7 days of signing of this agreement, in the case of students starting the school after 1 October;
 - 2) in two (2) instalments:
 - a) 1st instalment: by 20 September, or within 7 days of signing the agreement in the case of students starting the school after 1 October;
 - b) 2nd instalment: by 5 February;
of each academic year.
3. A Student shall select a preferred method of fee payment specified in the section 2 by submitting a relevant declaration in the School's Dean's Office on the following dates:
 - 1) in the case of a commencing Student: on the day of signing this agreement,
 - 2) in the case of a continuing Student: by 1 September of each academic year.
4. In the event of a student's failure to make a timely payment referred to in the section 2, point 1, a student is obliged to make a payment specified in the section 2, point 2.
5. In the event of concluding the contract after 1 October, the Student is obliged to pay the full amount of an annual tuition fee. Should a Student choose to pay the tuition fee in instalments, upon signing the contract they are obliged to make a single payment of all the instalments that have been charged by the day of signing the agreement, pursuant to the provisions specified in § 6, Section 2, point 2.
6. **All fees referred to in § 5, Section 2 and Section 2, points 1-3 shall be paid to a bank account at Pekao SA bank with a registered office in Warsaw, the account number: 27 1240 1040 1978 0010 6277 5282.**
7. The fees are deemed paid on the day of crediting of the due amount to the School's bank account.

§ 7

1. Payment of the fees referred to in § 5, section 2, point 2a (fee for retaking the year or semester) shall be made in accordance with the rules applicable to the payment of a tuition fee specified in § 6.

2. Payment of the fees referred to in § 5, section 2, point 2b (fee for conditional continuation of the studies in a given semester and crediting courses under conditional enrolment) shall be made within 7 days of the day on which a competent *Vice-rector* agreed to the conditional continuation of education by a Student.

§ 8

1. A Student undertakes to pay a premium for personal accident insurance (NNW) in the amount of PLN38 (in words: thirty-eight zloty). The personal accident insurance premium shall be paid on an annual basis together with an instalment of a tuition fee for October, during the period of this agreement.
2. A Student is obliged to deliver an accounting document with the payment confirmation at the School's office or via e-mail to the address: info@szkolafilmowa.pl within 3 (in words: three) days of the payment due date.
3. In the event when the payment due date coincides with an off-work day, the immediately following working day shall be a payment due date.
4. A Student is obliged to make additional, upfront payments, according to the following specification:
 - 1) for issuing a student ID card: PLN22;
 - 2) for issuing a duplicate copy of a student ID card: PLN33;
 - 3) for issuing a copy of a graduation diploma in Polish language: PLN60, in English: PLN40;
 - 4) for issuing a duplicate copy of a graduation diploma: PLN20;
 - 5) for issuing a duplicate copy of a graduation diploma supplement: PLN20;
 - 6) for issuing an additional copy of a graduation diploma in foreign language (English): PLN20;
 - 7) for issuing an extra copy of a graduation diploma supplement in a foreign language (English): PLN20;
 - 8) legalisation of documents intended for legal transactions abroad: PLN26.
5. **Any and all payments under this agreement shall be made to the School's bank account number: 95 1240 1040 1111 0010 5829 1000.**
6. A Student acknowledges and accepts the fact that the amount of the personal accident insurance premium may change during the period of this agreement.
7. The student shall independently take out health insurance in the form of the European Health Insurance Card (in the case of students from the European Union Member States) or by entering into individual agreement with the Masovian Voivodeship Department of the National Health Fund (Mazowiecki Oddział Wojewódzki Narodowego Funduszu Zdrowia) (in the case of students from outside of the European Union).
8. Upon a Student's request, the School shall issue the invoices constituting the basis for fee payment to a Student's company.

§9

1. A student is obliged to pay the amounts due to the School on time and without delays. The School may charge interest for each day of a delay, while a student is obliged to pay statutory late payment interest at a currently applicable rate.
2. If a student is behind in payments owed to the School, the School may remove the student from the roster, while a concluded agreement shall be terminated.
3. A student removed from the roster may be restored to the roster. To apply to be restored to the roster, a Student must pay all overdue payments owed to the School including the interest, sign a new agreement and pay a re-activation fee, as well as meet the requirements specified in the *Study Regulations*. The re-activation fee shall be paid into the School's bank account no later than 7 days of the day of signing a new agreement.

§ 10

1. A Student withdrawing from the study programme by the first day of classes in the first year of study shall be refunded the fees paid for instruction, except for the application fee.
2. A Student removed from the student roster shall be charged with a tuition fee in the amount equivalent to the sum of monthly instalments due in the period till the day of removal from the programme, while a withdrawing Student shall be charged with a tuition fee in the amount equivalent to the sum of monthly instalments due in the period till the day of withdrawal from the programme plus an additional monthly instalment covering the cost of preparation and activation of the programme for the withdrawing Student. In the case of a single annual payment, a Student removed from the roster shall be refunded the amount of difference for the unused months, while a withdrawing Student shall receive the difference for the unused months minus the amount equivalent to a monthly tuition fee covering the cost of preparation and activation of the programme for the Student.
 - a. If the payments made by a Student by the day of their removal from the student roster fall short of the amount specified in the Section 2, the student is obliged to pay the difference within 7 days of their removal from the roster.
 - b. If the payments made by a Student exceed the due amount specified in the Section 2, the difference shall be refunded in the manner indicated by an interested party in their application.

- c. **To be effective, a request to withdraw from the programme must be submitted according to the provisions specified in the *Study Regulations*, made in writing and delivered to the School. A Student's school non-attendance may not be considered a withdrawal from the programme.**
- d. Removal of a Student from a roster is effectuated by a decision to remove a Student, delivered in the manner pursuant to § 4, Section 10 or sent by mail against a confirmation of receipt to the address indicated by a Student in a personal data form.
- e. In the event of failure to meet the payment time limit, the School obtains the right to start the following debt recovery procedure:
 - 1) the School sends a single default notice to an e-mail address indicated by a Student in a personal data form and/or assigned to a Student by the School; the default notice shall indicate an additional payment time limit of seven days, otherwise legal proceedings may be instituted and the Student's removal procedure may be initiated;
 - 2) the payment claim is referred to a competent common court;
 - 3) in the event of referring the payment claim to a competent common court, a Student is entered into a *Register of Debtors* ran by the *Economic Information Bureau (BIG)*.
- f. Student hereby declares that an e-mail address indicated by them in a personal data form and/or assigned to a Student by the School constitutes an official and sufficient form of contact for debt recovery purposes and that they shall check their correspondence sent to this address on an ongoing basis.

§ 11

1. A Student may terminate this agreement at any moment in time. The foregoing is tantamount to withdrawal from the programme and removal from a student roster.
2. Termination of this agreement by a Student or their removal from the School's student roster shall in no event create an obligation of the School to return the fees paid by a Student in relation to the instruction that has been provided at the School up till that point.

§12

1. According to the applicable curriculum and pursuant to internal regulations, particularly the Terms and Conditions of production and financing of student short films and Terms and Conditions of defence of BA dissertations, a Student undertakes to create works within the meaning of the Act on Copyright and Related Rights, created as part of the School's productions where the Warsaw Film School has the status of a producer.
2. A Student agrees to recording of their physical likeness and voice during any and all school events, classes and exams sat by a Student. Recordings are made for educational purposes and to promote the Warsaw Film School.
3. Pursuant to the principles set out in the Terms and Conditions of production and financing of student short films at the Warsaw Film School, a Student undertakes to each time arrange and agree with the Warsaw Film School as a producer any and all issues associated with the use of copyrights to the works referred to in the Section 1.
4. In the event of the use of physical likeness of third parties in the works created by a Student during or in relation to the classes at the School, a Student undertakes to obtain any and all required authorisations from a person or persons whose physical likeness was used in the aforementioned works for gratuitous use of the physical likeness recorded in the aforementioned works and for its reproduction.
5. In the event of the use of a Student's physical likeness in the works produced by the School, particularly in short films, a Student agrees to have their physical likeness used in the aforementioned works and authorises the use of an artistic physical likeness recorded in the aforementioned works.
6. The rights of the School shall not limit a Student's right to receive royalties for the use of the works referred to in the Section 1 and 4 above.
7. The Parties hereby agree that each work created by a Student as part of or in relation to the classes at the School shall bear the emblem (logo) of the School.
8. Transfer of rights in accordance with the provisions of this paragraph shall be effectuated upon a release of a work by the School's Student.

§ 13

Training materials provided by the School may not be copied, nor reproduced.

§ 14

1. Pursuant to the Article 6, Section 1, a) 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, repealing Directive 95/46/EC (General Data Protection Regulation), a Student agrees to processing of their personal data by the Warsaw Film School for the purposes of performance

of this agreement, in the scope of data required by the provisions of the Act on Higher Education and Science and the order concerning retention of the documentation related to the study programme, issued on the basis hereof.

2. A Student hereby declares that they were informed upon signing of this agreement of the rules of processing of their personal data in accordance with the Article 13 of the aforementioned order.

§ 15

3. To all matters not settled herein, provisions of the Civil Code and the Act on Higher Education and Science shall apply.
4. Any and all amendments and supplements to this agreement shall be null and void unless made in writing.
5. The Agreement was drawn up in two identical copies, one for each Party.

.....
The School

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Student