

**THE AGREEMENT ON EDUCATION OF A CHILD AT INTERNATIONAL  
PADDINGTON BEAR KINDERGARTEN IN WARSAW  
IN THE SCHOOL YEAR 2023/2024  
Hereinafter the “Agreement”**

Concluded on ..... in Warsaw by and between:

1. The Director **Hanna Buśkiewicz - Piskorska**, running the International Paddington Bear Kindergarten comprised within the complex of Monnet International School, at 7 Górska Street, 00-740 Warszawa and 6a Belwederska Street, 00-762 Warszawa, (hereinafter “**Kindergarten**”),

and

2. Mr(s) ..... legal guardian ..... (of the “**Child**”), residing at ....., street, proving his/her identity with the identity card No ..... issued by ....., on ....., PESEL ..... (hereinafter the “**Guardian**”),

Hereinafter referred to jointly as “**Parties**” and each of them a “**Party**”

**Art. 1**

1. The Kindergarten declares that:
  - a) it is a private kindergarten in the understanding of the law of September 7<sup>th</sup> 1991 on the educational system (Journal of Laws 1991 no 95 item 425 as amended), entered at the register of private schools and institutions run by the capital city Warsaw at number 9 PN pursuant to the certificate no 9/PN/03 of June 23<sup>rd</sup> 2003;
  - b) it has adequate pedagogical personnel assuring the appropriate level of education and care and meets the requirements provided by the law warranting its functioning;
  - c) Kindergarten’s tasks, organizational structure and the manner of functioning are defined in its Statutes (hereinafter “**Statutes**”) and Kindergarten Regulations (hereinafter “**Regulations**”).

## Art. 2

1. The Guardian states that:

- a) she/he got acquainted with the documents referred to in art. 14 of the Agreement and undertakes to abide by them;
- b) she/he provided the Kindergarten with true and exhaustive information on the child's health and all circumstances which may affect its behaviour or education and undertakes to inform the Kindergarten on an on-going basis about all diseases and/or ailments which may affect the Child's learning, behaviour, relations with the Kindergarten's personnel or other children;
- c) she/he acts with the consent and in consultation with the Child's other statutory representatives;
- d) parental custody of the Child extends to ..... and .....
- e) there is no proceeding underway which could result in limiting parental custody of one or two persons listed in point d) of this article;
- f) the persons listed in point d) of this article exercise their parental custody in mutual consultation and without disturbances; The manner, venue or direction of the Child's education are not questioned by anyone;
- g) the custody of the Child is exercised by ..... pursuant to the Court's decision ..... of ..... file number ..... with regard to establishing the custody of the Child\*;
- h) actual custody of the Child is exercised by .....

2. The Guardian undertakes to immediately, not later than within 7 (seven) days of the occurrence of the change, to notify the Kindergarten in writing or by e-mail in the event that any of the statements made in paragraph 1 of this article become invalid or untrue.

## Art. 3

The Guardian commissions from the Kindergarten the services of educating the Child in the period from ..... to ....., i.e. in the school year ..... /....., from Monday to Friday between **7.30 a.m. and 5.30 p.m. (except for the Polish bank holidays and 5 days designated by the Kindergarten - including Christmas Eve)** notified to the Guardian at the beginning of September each school year and marked in the school calendar published on the Kindergarten's website at the address [www.maturamiedzynarodowa.pl](http://www.maturamiedzynarodowa.pl) and **the technical break during the last three weeks of August** each year, and the Kindergarten accepts this commission for execution in return for payment of the remuneration referred to in art. 7 par. 1, (hereinafter the "Fee") and other fees defined in art. 8 par. 1 and 4 as well as art. 9 par. 1 and 2 of the Agreement pursuant to conditions defined in the Agreement, the Statutes and other documents binding at the Kindergarten referred to in art. 14 of the Agreement.

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#### **Art. 4**

The Kindergarten undertakes to perform the services of educating the Child with due diligence and in particular pursuant to the provisions of the law of September 7<sup>th</sup> 1991 about the education system (Journal of Laws 1991 No 95, item 425 as amended) and care for the Child's versatile development in particular by:

- a) extending the curriculum of certain subjects in respect to the kindergarten education curriculum defined by the minister appropriate for child care and education by teaching the Primary Years Programme International Baccalaureate;
- b) adjusting the contents, methods and organization to the Child's psychological and physical abilities;
- c) assuring appropriate pedagogical staff;
- d) assuring the pedagogical and psychological assistance when needed and appropriate forms of didactic work;
- e) assuring adequately safe and hygienic conditions of rendering the services of child education and care;
- f) using the modern forms of child education recommended by International Baccalaureate (hereinafter "IB");
- g) popularizing knowledge of safety behaviours and forming appropriate Child attitude;
- h) supporting the family in its care providing and educational role.

#### **Art. 5**

1. The Guardian undertakes to as follows:

- a) abide by the terms of the Agreement, with special focus on the timely payment of the Fee and other fees referred to in art. 8 par. 1 and 4 and art. 9 par. 1 and 2 of the Agreement due to the Kindergarten;
- b) bear the costs of the purchase of books and equip the Child with the necessary teaching aids required in the course of rendering the service of providing education;
- c) bear the costs of selected activities taking place at the Kindergarten (workshops, theatrical performances, thematic meetings) as well as the costs of travel and accommodation related to the Child's participation in trips and activities taking place outside the Kindergarten's seat (trips, visits at cultural institutions such as cinemas, theatres, museums, operas, concert hall, art galleries) hereinafter "Attractions" within and outside the Kindergarten's seat. The costs of the Child's travel and stay include in particular the costs of transport, insurance, accommodation and entrance tickets to cultural institutions. The other costs involved in the organization of care and educational activities during the outings, including the costs of meals, shall be covered by the Kindergarten;
- d) cooperate with the Kindergarten by, among others, participating in meetings (general and individual), PYP workshops organized for Guardians, showing respect for the representatives of the Kindergarten's community (employees, children and their Guardians) manifested in not disturbing the Kindergarten's functioning and communicating politely with the representatives of this community.

2. The Guardian **grants consent / does not grant consent\*** to the Child's work and personal data being exhibited in a logged into photo gallery at the Kindergarten's website at the address [www.maturamiedzynarodowa.pl](http://www.maturamiedzynarodowa.pl)
3. The Guardian **grants consent / does not grant consent\*** to the Child's work and personal data such as first name and surname, group, information on Kindergarten achievements being exhibited on bulletin boards and wall displays inside the Kindergarten's building, bulletins published by the Kindergarten or the social portal "Facebook".
4. The Guardian **grants consent / does not grant consent\*** to the Child's work being made available to IB for educational, training or promotional purposes related to IB's activity.

#### Art. 6

The Parties to the Agreement are obliged to cooperate adequately in the solving of educational and care problems arising in the course of the Child's education and to maintain daily contacts and communicate to the other Party all information relevant for the attainment of the purpose of the Agreement. In particular, the Guardian shall immediately notify the Kindergarten in the event of noticing any Child's behaviours which may negatively affect the Child's educational results or the teaching process.

#### Art. 7

1. By way of remuneration for the services of educating the Child in the period from **September 1st 2023 to August 31st 2024**, the Guardian undertakes to pay the Kindergarten the remuneration in the amount **PLN 37 200.00 (read: thirty seven thousand two hundred zlotys)** payable in 12 equal monthly instalments until the 4 (fourth) day of each calendar month by transfer to the Kindergarten's bank account at **BNP Paribas Bank Polska S.A 92 1750 0009 0000 0000 1023 6401** or at **Kindergarten's cash desk. The value of a monthly instalment is PLN 3 100 (read: three thousand one hundred zlotys).**
2. In the event of late payment of the Fee or other fees due referred to in art. 8 par. 1 and 4 and art. 9 par. 1 and 2 of the Agreement, the Kindergarten may charge interest for delay equal to twice the value of statutory annual interest for delay (maximum interest for delay). As the day payment of the Fee and other fees referred to in the preceding sentence shall be deemed the day on which the means have been credited to the Kindergarten's bank account.
3. The value of the Fee may be increased by 10% in the event that external fees incurred by the Kindergarten get increased including: the change of the exchange rate of the currency in which the teachers' workshops and the annual PYP fee are paid for, increase of the rent for the building adapted for the purposes of rendering the services being the subject of this Agreement which the Party did not foresee at the conclusion of the Agreement and exclusively in respect of the period remaining to the termination of the Agreement.

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The Kindergarten shall be obliged to inform the Guardian about the planned Fee increase at least 14 (fourteen) days before the due date of the next Fee instalment. In such case the Guardian may terminate the Agreement without notice within 30 (thirty) days of the date of notification, and in the event that the Agreement has not been terminated within this time limit, it shall be deemed that the Guardian has agreed to the Fee increase. The statement on the termination of the Agreement shall be submitted to the Kindergarten in writing under the pain of invalidity.

4. The Fee shall be annually updated based on the price index for consumer goods and services announced by GUS' President as of January 1<sup>st</sup> for the preceding calendar year. The first update shall take after the lapse of one year after the conclusion of the Agreement. The Guardian shall be immediately notified, in writing or by e-mail, in the event of the Fee update, which may occur only once in a year. The change of the Fee value referred to above shall not be deemed a change of the Agreement necessitating the drawing up of an annex, and the new Fee value shall apply since the next calendar month after the Guardian has been delivered the calculation of the new Fee value.
5. In the event referred to in par. 4 of this article, within 30 (thirty) of the date of receipt of the notification on the Fee update, the Guardian may terminate this Agreement without notice, and in the event that the Agreement has not been terminated within this time limit, it shall be deemed that the Guardian has agreed to the Fee increase. The statement on the termination of the Agreement shall be submitted to the Kindergarten in writing under the pain of invalidity.

#### Art. 8

1. The Guardian undertakes to pay on time before the start of the Child's education at the Kindergarten, to the bank account or in cash at the Kindergarten's cash desk, a one-time entrance fee (hereinafter "Entrance Fee") in the amount of PLN **2000.00 (read: two thousand zlotys)**, which, with the reservation of par. 2 of this article, shall be treated as non-refundable.<sup>1</sup>
2. In case of the termination of the Agreement before the lapse of the time limit for which it was concluded for reasons dependent on the Kindergarten or independent of both Parties of the Agreement, the Kindergarten shall refund the Entrance Fee in the value calculated proportionately to the time remaining to the termination of the Agreement with the lapse of the time limit provided for in art. 3 of the Agreement.
3. In the event that the educational service is rendered by Kindergarten to the benefit of more than one child represented by the same statutory representative, the Entrance Fee on the terms and conditions referred to in par. 1 of this article shall be collected for one child only, and the Fee for each next child shall be paid in the value equal to 4/5 of the Fee.
4. The Guardian undertakes to pay in a timely manner before the start of the Child's education at the Kindergarten, to the bank account or in cash at the Kindergarten's cash desk, a one-time fee in the amount of PLN **300.00 (read: three hundred zlotys)** by way of payment for Attractions foreseen within and outside the Kindergarten's seat.

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<sup>1</sup> Applies only to the first agreement



#### **Art. 9**

1. In the event that it shall become necessary to assure individual care for a child not collected before the Kindergarten closing time i.e. 5.30 p.m., the Guardian undertakes to pay an additional fee in the amount of PLN 50.00 (read: fifty zlotys 00/100) for each started hour.
2. Following PYP activities the Kindergarten will organize additional classes, depending on the type of classes, the cost will be between PLN 20.00 (read: twenty zlotys 0/100) to PLN 40.00 (read: ten zlotys 0/100) for one class.
3. In the event that there arise prerequisites referred to in art. 9 par. 1 of the Agreement, the Guardian undertakes to pay by the fourth of each month to the bank account or in cash at the Kindergarten's cash desk, the fee being the result of multiplying the rate referred to in art. 9 par. 1 of the Agreement by the number of hours.
4. In the event that there arise prerequisites referred to in art. 9 par. 2 of the Agreement, the Guardian undertakes to pay by the fourth of each month to the bank account or in cash at the Kindergarten's cash desk, the fee being the result of multiplying the rate referred to in art. 9 par. 2 of the Agreement by the number of hours.
- 5.

#### **Art. 10**

1. The Kindergarten assures to the Child three meals a day i.e. breakfast, a two-course lunch and an afternoon snack.
2. In the event of the Child's absence at the Kindergarten, the Guardian is entitled to the refund of the meals' cost in the amount of **PLN 13.00 (read: thirteen zlotys 00/100)** per day. The precondition entitling to the refund is reporting the Child's absence on a given day by 10.00 a.m. at the latest. In case of the Child's longer absence reported after 10.00 a.m. the meals' cost is deducted starting from the next day after the Child's absence has been reported.

#### **Art. 11**

1. The Agreement may be terminated prior to the term for which it has been concluded in case of:
  - a) the change of the Child's place of residence or prolonged disease, which make it impossible for the Child to adjust to the level of teaching or achieve the assumed educational goals at the Kindergarten;
  - b) provision by the Guardian on date of the Agreement's conclusion an untrue statement referred to in art. 2 par. 1 sections b) - h) of the Agreement or not notifying the Kindergarten within 7 (seven) days of the date of the change occurrence that any of the statements referred to in art. 2 par. 1 sections b) - h) of the Agreement have become untrue or invalid.
2. The termination of the Agreement referred to in par. 1 of this article shall occur with the observance of a 1 (one) month notice period with effect at the end of a calendar month. The termination statement should be submitted in writing under the pain of invalidity.

3. The Kindergarten may terminate the Agreement without notice period in case of delay in the payment of Fee instalments referred to in art. 7 par. 1 of the Agreement for two full payment periods.
4. The termination notice referred to in par. 3 of this article should be submitted in writing under the pain of invalidity.
5. The termination of the Agreement for reasons foreseen in the preceding paragraphs does not warrant a compensation claim or the demand of a refund for services rendered until the day of the termination.

#### **Art. 12**

1. All changes to the Agreement shall be made in writing under the pain of invalidity. The Statutes, the law of September 7<sup>th</sup> 1991 on the education system (Journal of Laws 1991 No 95 item 425 as amended) and the provisions of the Civil Code apply to matters not regulated by the Agreement.
2. All disputes related to the conclusion or performance of the Agreement shall be decided by the court of general competence or the court competent for the venue of the performance of the Agreement.

#### **Art. 13**

1. Correspondence shall be sent to the Parties to the addresses provided in the introduction to the Agreement or to e-mail addresses as follows:
  - a) Kindergarten – przedszkole@monnetinternationalschool.pl
  - b) the Guardian - .....
2. The Agreement has been drawn up in two identical copies, one for each of the Parties.

#### **Art. 14**

The Guardian states that prior to the conclusion of the Agreement he/she got acquainted with the provisions of the documents listed below (available at <https://www.maturamiedzynarodowa.pl/przedszkole/program-ib/> - Documents to download, at the end of the page):

1. The Statutes drawn up as of September 3<sup>rd</sup>, 2018.
2. General regulations: Primary Years Programme.

.....  
**The Guardian**

.....  
**Director of the Kindergarten**

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## INFORMATION CLAUSE

According to Art. 13 par. 1 and par. 2 of the Regulation of the European Parliament and Council (EU) 2016/679 of 27th April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (Official Journal EU L 2016.119.1) (hereinafter "RODO") is informed that:

- 1) The administrator of personal data of students and their Guardians is Hanna Buśkiewicz – Piskorska managing Międzynarodowe Przedszkole Misia Paddingtona, which is part of the Monnet International School complex, located at ul. Górską 7, 00-740 Warsaw (hereinafter „Przedszkole”);
- 2) Personal data is processed for didactic and education purposes, in accordance with the provisions of the Act of 7 September 1991 on the education system (Journal of Laws 1991.95.425 as amended, hereinafter „UoSO”) and the Act of 14 December 2016 Education Law (Journal of Laws 2017.59 as amended, hereinafter „UPrO”), i.e. pursuant to Art. 6 par. 1 item (c) RODO and in order to comply with the agreement on the education of a student at Przedszkole i.e. in accordance with Art. 6 par. 1 item (b);
- 3) Przedszkole facilities as well as the area surrounding the Przedszkole building located at ul. Górską 7 in Warsaw is covered by video surveillance, which involves the processing of personal data of students and other persons within the range of the video camera. Visual monitoring does not include areas where classes or tutoring are held (with the exception of the computer lab), areas where students are provided with psychological and pedagogical support, areas intended for the rest and recreation of staff, preventative healthcare office, cloak rooms and changing rooms. Monitoring of areas inside and surrounding the Przedszkole building are marked with information boards;
- 4) Personal data obtained through visual monitoring of Przedszkole is only processed for the purpose of student safety and protection of property. The legal basis for such processing is Art. 108a UPrO as well as Art. 6 par. 1 item f) RODO, according to which processing is necessary for purposes arising from legitimate interests pursued by the administrator or third parties. A legitimate interest of personal data processing within the scope of visual Przedszkole monitoring is the assurance of student safety and protection of property;
- 5) The recipients of personal data recorded within the scope of visual Przedszkole monitoring may include: entities providing security services of persons and property, courts, police, municipal police in connection with legal proceedings;
- 6) Personal data recorded within the scope of visual Przedszkole monitoring is not provided to countries outside the European Economic Area;

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- 7) Personal data is stored for a time period consistent with the regulations of UoSO, UPrO and executive regulations issued on their basis and until the expiry of the limitation period for possible claims resulting from the performance of the agreement on the education of a student, where personal data recorded within the scope of visual monitoring is stored for a period not longer than 3 (three) months from the date of the recording;
- 8) Every guardian / adult student has the right to access his personal information and/or the information of a person remaining under his/her legal guardianship and the right to correct, remove („the right to be forgotten”), limit processing as well as the right to transfer data, the right to object, the right to withdraw consent at any time without affecting the lawfulness of processing (if processing takes place on the basis of granted consent), which was performed based on permission granted before its withdrawal;
- 9) The guardian / adult student has the right to raise a complaint to the supervising authority, i.e. the CEO of the Personal Data Protection Office (Urząd Ochrony Danych Osobowych), if he / she decides that personal data processing of his / her own personal information or that of a person remaining under their legal guardianship, violates the regulations of RODO;
- 10) Provision of personal data is obligatory pursuant to legal provisions and execution of the agreement on the education of the student.

.....  
Legibly written parent's first name and surname

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