

LEARNING AGREEMENT No _____

To be concluded with a person who is matriculated to a study programme where the language of instruction is a foreign language

Tallinn University (hereinafter *University*), Registry Code 74000122, address Narva mnt 25, 10120 Tallinn, represented by _____ (position) _____ (name), acting pursuant to the Rector's Directive No _____ (number) of _____ (date) as one party to the agreement, and

_____ (**person's name and personal identification code in bold type**. If the person does not have an identification code, mark the date of birth) (hereinafter *Student*), as the other party to the agreement (here and hereinafter *Parties*) have concluded the learning agreement (hereinafter *Agreement*) as follows:

1. Object of Agreement

- 1.1. The object of the Agreement shall be instruction corresponding to Higher Education Act the Standard of Higher Education provided by the University to the Student for the following student place:

Academic unit _____;
Study programme _____;
Study volume _____ ECTS;
Study form _____.

- 1.2. The object of the Agreement is exercising intellectual property rights of audiovisual works, works that form an audiovisual work, performances of works and other outcomes of creative activity related to the creation of such works produced by students during their studies. The Agreement does not apply to the author's economic rights in the musical work created by the student, which the student has assigned to the collective management organisation representing the authors.

2. Duration of Studies

- 2.1. The nominal duration of the study programme is the period in academic years determined by the study programme necessary for completing the study programme with 60 ECTS credits per academic year, on an average 30 ECTS credits per semester. The student's nominal period of studies shall normally correspond to the nominal duration of the study programme. The student's nominal period of studies may be extended in cases established by Tallinn University Study Regulations.
- 2.2. Studies may take place after the end of the nominal duration of the study programme and the student's nominal period of studies.
- 2.3. Studies shall last from the time the Student is matriculated until deletion from the matriculation register.

3. Study Load

- 3.1. Upon matriculation, the Student shall determine his/her study load for the first academic year, with the exception of cases where the study programme is only meant for part-time or full-time studies. The student who applied for full-time studies, but wishes to study as a part-time student, she/he shall submit a relevant written application to the university admission specialist no later than by August 19. If the student does not submit an application by the deadline, the student shall be matriculated to full-time studies.

- 3.2. In full-time studies, the Student shall, by the end of each academic year, accumulate curricular subjects in the minimum amount of 22.5 ECTS credits per each semester of study from the time the Student was matriculated. In part-time studies, in the amount of 15-22 ECTS credits respectively.
- 3.3. The university shall determine the study load at the end of every two studied semesters. The study load is determined by the end of the preliminary week of the beginning semester.
- 3.4. The Student shall be deleted from the matriculation register in the case where he/she does not fulfil the minimum requirements established for part-time studies.

4. Studies

- 4.1. A student can be matriculated to one study programme at a time at the same level of study.
- 4.2. The Student shall have the right to attend lectures, seminars and practical courses, make internships and take examinations and assessments. The Student shall be obliged to observe the Agreement and follow the procedures and requirements established by the legislation of the University.
- 4.3. When planning the studies, the University shall ensure the Student a possibility to finish university studies within the nominal period determined in the study programme.
- 4.4. When planning the studies and during the studies, the Student shall take the Study Regulations, other legislation regulating studies, study programme, timetable, his/her capacity and need for development as the basis. The University shall publish the information necessary for creating the study plan in the Study Information System (nominal duration, course descriptions, course programmes), in room and timetable management programme ASIO (timetable for contact learning) and the University webpage (additional information related to studies).
- 4.5. On questions related to the study programme and organisation of studies, advice shall be provided to the Student by the study counsellor and specialist of the academic unit, head of studies, study programme administrator and by staff of the Academic Affairs Office.
- 4.6. The Student shall have the right to study as a visiting student in other Estonian universities and as an exchange student in foreign universities under bilateral agreements and pursuant to the procedures and requirements established in the University.
- 4.7. Pursuant to the procedures and requirements established in the University, the Student shall have the right to apply for the recognition of previous learning and work experience as part of the study programme, and the University shall have the right for the recognition thereof.
- 4.8. The Student shall have the right to the free use of learning resources (including lecture rooms, laboratories, computer labs, libraries, facilities and appliances) pursuant to the procedures and requirements established in the University.
- 4.9. The Student shall have the right to apply for academic leave and complete the study programme while on academic leave pursuant to the procedures and requirements established in the University.
- 4.10. The University shall have the right to check the papers presented by the Student in plagiarism recognition system and require for the electronic version of written papers to be presented. The Student shall be obliged to present papers produced during the studies in an electronic form upon request from the University.
- 4.11. The Student shall have the right to receive graduation documents of the corresponding level of higher education after the completion of the study programme referred to in subsection 1.1. and fulfilling the obligations to the University.
- 4.12. The University shall have the right not to provide study services and delete the Student from the matriculation register in the case where the Student acts in conflict with good

academic practice and generally accepted codes of conduct and/or fails to fulfil the obligations arising from Higher Education Act, University Statute, University Study Regulations and other legislation and agreements in force.

5. Reimbursement of Study Costs

- 5.1. Pursuant to the Requirements and Procedure for the Reimbursement of Study Costs in Degree Studies and rates of tuition fees established by the Senate, study costs shall be reimbursed by the Student on the basis of semester tuition fee, established by the Senate.
- 5.2. After the end of the student's nominal period of studies and the following two semesters, a student shall reimburse the study costs pursuant to the Requirements and Procedure for the Reimbursement of Study Costs in Degree Studies.
- 5.3. The semester tuition fee for the study programme referred to in Section 1.1. shall be established for each academic year by the decision of the Senate. In academic year 20__/20__ (academic year), the semester tuition fee shall be _____ (_____) (amount in numbers and in words) euros per semester.
- 5.4. For the basis of the reimbursement of study costs, the Student shall have the right to choose the schedule of payment (see Table 1) in the form of Plan A (a single payment for the reimbursement of study costs of Autumn Semester and Spring Semester in the Autumn Semester); Plan B (payment for the reimbursement of study costs in the Autumn Semester and in the Spring Semester) or Plan C (payment for the reimbursement of study costs in four instalments in Spring Semester and Autumn Semester).
- 5.5. The Student has chosen Plan ____ (type of the schedule of payment) as the schedule of payment for the basis of the reimbursement of study costs.
- 5.6. In the case where the Student is deleted from the matriculation register, he/she shall reimburse the study costs pursuant to the Requirements and Procedure for the Reimbursement of Study Costs in Degree Studies.
- 5.7. The reimbursement rates for matriculated students may be increased by the maximum of 10 per cent in comparison to the previous academic year. The University shall publish the changes to the reimbursement rates of the next academic year on the University webpage in April.
- 5.8. The University shall send through Study Information System (SIS) the invoice for the reimbursement of study costs to the Student at least seven (7) calendar days prior to the payment deadline.
- 5.9. The Student shall be obliged to reimburse the study costs by the set deadline and in full amount on the basis of the invoices sent by the University. If the Student has not received the invoice on time, he/she is not exempted from the obligation to reimburse the study costs. In the case where the Student has not received the invoice by the end of the given contact study period, he/she shall have to inform the University immediately thereof. After receiving the above-mentioned notice, the University shall send the invoice to the Student.
- 5.10. Study costs shall be considered as reimbursed and the invoice paid when the payment has reached the University's bank account by the set deadline and in full amount.
- 5.11. The University shall have the right to assign, in full or partly, the debt claim against the Student arising from the present Agreement to a third person.

Table 1. Payment deadlines according to the chosen Plan:

25. September	25. October	25. November	25. December	Total
25. February	25. March	25. April	25. May	

Plan A*	2x 100% of the base rate of semester tuition fee (in September)				2x 100% of the base rate of semester tuition fee
Plan B*	100% of the base rate of semester tuition fee				2x 100% of the base rate of semester tuition fee
Plan C*	25% of the base rate of semester tuition fee	25% of the base rate of semester tuition fee	25% of the base rate of semester tuition fee	25% of the base rate of semester tuition fee	2x 100% of the base rate of semester tuition fee

*The payment deadline for the first payment/instalment of the first semester may differ from the date provided on this graph.

6. Studying as an International Student

- 6.1. A student who stays in Estonia on the basis of a visa, temporary residence permit or right of residence, shall be considered an International Student.
- 6.2. An international student shall be obliged to reimburse independently, in full amount and by the set deadline:
 - 6.2.1. Study costs required from the Student and established on the basis of the Requirements and Procedure for the Reimbursement of Study Costs in Degree Studies and other legislation of the University;
 - 6.2.2. Costs related to the stay and residence in Estonia, including the costs for accommodation, food and medical treatment as a result of illness or injury, and other subsistence costs;
 - 6.2.3. Costs related to departure from Estonia, including the costs of the compulsory enforcement of the duty to leave, of the stay in the detention centre and police detention house which are borne in connection with the expulsion of an alien;
 - 6.2.4. Costs of participation in the proceedings established by law, including the costs related to appearing before an administrative authority in person and the costs related to the lodging of evidence.
- 6.3. In the case where the University as a sponsor in the meaning of the Aliens Act is required to reimburse the costs related to the International Student established by the Aliens Act, the Student shall be obliged to reimburse the above-mentioned costs to the University on the basis of the claim from the University in full amount and by the set deadline.
- 6.4. The University shall mediate accommodation possibilities to the International Student and shall give advice on questions related to stay and coping in Estonia. The Student shall be obliged to ensure for himself/herself a place of residence and sufficient means for daily subsistence and avoid getting into socially helpless situation.
- 6.5. Failure to fulfil the obligations referred to in Sections 6.2.-6.4. shall be considered as fundamental violation of the requirements and procedure for studies, in which case the University shall have the right to delete the International Student from the matriculation register.

7. Exchange of Information

- 7.1. The Parties shall be obliged to inform each other of all essential circumstances related to the performance of the Agreement (including changes to personal data and contact details).
- 7.2. The Student shall be obliged to create and use Tallinn University user account enabling access to University information systems and computer network services.
- 7.3. The Parties shall agree that for official exchange of the information (including information letters, notices, invoices for the reimbursement of study costs, decisions regarding the deletion from the matriculation register, change of study load, academic leave, granting

supports and scholarships etc.) shall be forwarded to the Student's Study Information System account or tlu.ee email address. Having forwarded such official information the Parties shall consider the information to be delivered to the Student and that the Student has had a reasonable opportunity to review it after three (3) working days have elapsed from sending. In communication of information related to studies other channels of communication can be used.

- 7.4. The Student is aware that the legislation of the University can be found in the public document register on the University webpage and, if necessary, additional information can be obtained from the persons referred to in Section 4.4.

8. Duration and Termination of the Agreement

- 8.1. The rights and obligations arising from the Agreement shall come into force upon concluding the agreement and matriculation of the Student and shall terminate when the Student is deleted from the matriculation register. Upon termination of the Agreement, the financial obligations arising from this Agreement shall remain in force. Rights and obligations under the Agreement regarding copyright and related rights and other types of intellectual property shall be valid throughout the duration of the relevant intellectual property right; such rights and obligations shall also be valid where other rights and obligations arising from the Agreement have ended or have been terminated.
- 8.2. University shall have the right to premature termination of the Agreement due to the Student's deletion from the matriculation register on the basis of University Study Regulations. Upon deletion from the matriculation register the Student shall reimburse the study costs on the basis of the Requirements and Procedure for the Reimbursement of Study Costs in Degree Studies.
- 8.3. The Student shall have the right to premature termination of the Agreement, submitting a written application to the University for deletion from the matriculation register at his/her own request. Upon deletion from the matriculation register the Student shall reimburse the study costs on the basis of the Requirements and Procedure for the Reimbursement of Study Costs in Degree Studies.
- 8.4. The Agreement can be changed upon written consent from both Parties. Changes to the Agreement shall be presented as an appendix to the Agreement and shall be treated as an integral part of the Agreement.
- 8.5. Issues not regulated by this Agreement shall be resolved pursuant to legislation of the Republic of Estonia and of the University. The laws of the Republic of Estonia shall be applied to the Agreement.
- 8.6. The Parties shall endeavour to resolve disputes arising from the Agreement by negotiations. In the case where an agreement cannot be reached, the Parties shall have the right to turn to Tallinn Administrative Court or Harju County Court, depending on the object of the dispute.

9. Intellectual property

- 9.1. According to the Agreement, the student shall transfer to the University:
 - 9.1.1. author's economic rights related to audiovisual works and works that form an audiovisual work created by students during their studies;
 - 9.1.2. economic related rights that students acquire during studies which are related to creating audiovisual works, including performer rights, phonogram producer rights etc.;
 - 9.1.3. any other economic intellectual property rights that students acquire during studies which are related to creating audiovisual works.
- 9.2. Students shall have the right to involve other legal persons (including employer, an enterprise where the student is a shareholder, or a contracting entity) in the creation of

objects of intellectual property referred to in clause 9.1. only upon prior written consent from the University.

- 9.3. Students shall have the right to use copyright protected works and performances of the works which have been created during her/his studies to create new works and performances of the works (including arrangements, developments, prequels and sequels, creation of new works based on a piece of work created by a student, product development etc.), respecting the rights of other authors, rights of the holders of related rights and other intellectual property rights, whereas students shall have the obligation to refer on the above-mentioned new work that the original work has been created during studies at Baltic Film, Media and Arts School (BFM). For using the works or the performance of the works in any other manner, students shall have the right to apply for a license on reasonable terms from the University.
- 9.4. Students shall not have the rights referred to in Clause 9.3 when the copyright protected works have been created for an event related to studies (e.g. logo of a BFM festival, festival ads) or for marking (e.g. logo), introducing or advertising the University or its subunit.
- 9.5. Students shall have the right to translate copyright protected audiovisual works and works that form an audiovisual work created during their studies only upon prior written consent from the University.
- 9.6. The intellectual property rights described in the Agreement shall be transferred to the University as of the moment the relevant intellectual property occurred and they belong to the University within the entire period of validity of the intellectual property in question. The University shall have the right to exploit the intellectual property rights acquired on the basis of this Agreement, including transferring the rights partially or fully, granting licences and giving permission for granting sub-licences.
- 9.7. If a student who created a musical work during their studies has assigned or licensed their author's economic rights to a collective management organisation representing the authors, the student must notify the university of this in writing, indicating the name of the work, the assigned or licensed rights, and the respective territories.
- 9.8. The University shall have the right to exercise the rights granted on the basis of this Agreement world-wide without any territorial restrictions.
- 9.9. The University shall not pay any remuneration to students for transfer and use of the intellectual property referred to in this Agreement unless otherwise established in legislation.
- 9.10. The University shall have the right to exploit and use the intellectual property referred to in this Agreement in any manner and for any purpose, including: use of works, performance of the works or other object of intellectual property in studies, for University introduction, use of extracts from the works with the aim of creating study materials, use during festivals, licensing to TV channels, use for the purpose of video-on-demand, use on streaming platforms, storage in the national archives and introduction of works stored in the national archives, compilation of collections, use of works in advertising, production, sales and lending etc. of copies of the works.
- 9.11. Students shall have authorship of the intellectual property referred to in this Agreement and they shall have the right for the protection of the author's honour and dignity. The University shall have the right to decide if and how the name of the student is indicated on the used works, performance of the works or on any other object of intellectual property and when and how the object of intellectual property referred to in this Agreement is made public (disclosed). The University shall have the right to use the above-mentioned objects without any reference to the student's name in case it is reasonable due to the use of works, performance of the works or other object of intellectual property.

- 9.12. The University shall have the right to make changes to the works, to the performance of a work or to any other object of intellectual property created by a student, and to include other authors, performers or other persons for that purpose.
- 9.13. The University shall have the right to decide if and when the use of intellectual property is commenced and establish the conditions and procedure for its use. The works, performance of the works or any other object of intellectual property shall be considered as used for the first time (i.e. its use has commenced) when it has been delivered to the University during studies or recorded to the University information system. The University shall not be obliged to keep or preserve the work, copy of the work or any other object of intellectual property unless otherwise agreed upon between the student and the University.
- 9.14. The University shall have the right to inform the student on the University's website and/or through a University mailing list of the use of their works, performance of the works or any other object of intellectual property.

Data and Signatures of the Parties

Tallinn University

Narva mnt 25
10120, Tallinn
tl@tlu.ee
6409 101
Registry Code: 74000122

Student

Name: _____
Personal Identification code: _____
Residential address: _____
E-mail: _____
Phone: _____

/name, signature, date/

/ name, signature, date/