



# SCHOOLING AGREEMENT

## COLOGNE INTERNATIONAL SCHOOL – Internationale Friedensschule Köln

The Internationale Friedensschule Köln gemeinnützige GmbH as the responsible body ("Schulträger") of Cologne International School - Internationale Friedensschule Köln - represented by and acting through the Managing Director, Mr. Jan Hülsmann - hereinafter referred to as the "Responsible School Body" and the student and its guardians mentioned on page 1 of this registration form herewith agree to the following:

**§1** (1) With effect to the date mentioned in the online registration form the Responsible School Body hereby admits the student to the school (hereafter referred to as "the school") and the grade also mentioned on page 1 of this document.

(2) The guardians of the student are aware that admission is dependent on whether the student meets the requirements for school attendance set by the School Supervisory Board ("Schulaufsicht").

Pursuant to § 35 paragraph 1 sentence 1 SchulG NRW, compulsory schooling for children attaining the age of six years by September 30, at the latest, begins on August 1 of the same calendar year. § 35 paragraph 2 SchulG NW provides that children attaining the age of six years after the aforementioned date, may – upon request of the parents – be admitted to school at the beginning of the school year, provided that they are physically and mentally qualified for attending school and show a sufficiently developed social conduct (school readiness – "Schulfähigkeit"); they become subject to compulsory schooling upon their admission to school. The decision on such admission is made by the school management, taking into account the school doctor's report.

**§2** The student and his/her guardian(s) hereby declare that they are aware of the educational concept and the school rules of Cologne

International School. They acknowledge that such concept and rules form part of this contract. The guardian(s) hereby confirm(s) that any information and details given in the binding registration are complete and accurate.

**§3** (1) The Responsible School Body ensures classes and school life to take place in orderly form as required by the relevant statutory provisions governing the North-Rhine Westphalian (NRW) "Ersatz-/Ergänzungsschulen"

(which, as a rule, are state-approved private schools on par with German state schools); with regard to the compliance with the said statutory provisions, the Responsible School Body is subject to the supervision by the competent state authorities. The Responsible School Body fulfils its assignment in joint responsibility of all bodies and persons involved.

(2) The child, the parent(s)/guardian(s) and the school mutually undertake to cooperate in a responsible way, with such cooperation to be based on mutual respect, joint responsibility and commitment to the benefit of the children and the development of the school. This requires teachers, other educational employees, guardians and students to equally approve of the educational goals and principles as well as trustful cooperation between them.

(3) Cologne International School desires and supports participation

of guardian(s) in any committee or institution aiming at their involvement. The guardian(s) may discuss the situation of an individual student with the teachers, the school principals and the general management, subject to prior agreement of such meeting.

(4) Each student is obliged to participate in the entire teaching programme (which includes general lessons and classes, regardless of the individual subjects, as well as sport and swimming). The guardian(s) agree(s) to urge the respective student to fulfil his/her duties.

**§4** The student is entitled to participate in designing and structuring school life in accordance with the educational goals of the school. He/She is obliged to:

- respect the educational goal of Cologne International School and to use his/her best efforts to contribute to its realization;
- attend, regularly and on time, the compulsory face-to face and if necessary phases of remote learning and to participate in any out-of-classes activities and events which are declared compulsory;
- comply with the school and campus rules.

**§5** (1) Teaching materials, other documents and software owned by the student in the context of the compulsory face-to face and remote learning or to which he/she has access are protected by copyright. Reproduction, reprinting, translation



or making a copy as well as disclosure to third parties are not permitted, even in parts.

(2) The use or transfer of own hardware, own data carriers or software programs on technical equipment provided by the responsible school is prohibited. In the case of infringements, the student is liable for damages.

(3) For copyright and personal rights (images of teachers and pupils are partly transmitted during remote learning) recordings of the lesson (image or sound) are not permitted.

Screenshots containing images of teachers or classmates are expressly not permitted. All rights to video, sound and image are with the responsible school. Compliance with these legal requirements is checked on a random basis by the responsible school.

**§6** (1) Liability of the school and the Responsible School Body for personal injury and damage to property is governed by the respective statutory provisions to be applied. However, except for the case of intention and gross negligence, any liability for damage to property is excluded. Liability does not cover money, valuables, bicycles, motor vehicles and any other items which are brought onto school grounds for other than immediate school or teaching purposes.

(2) The students are insured under the obligatory pupil accident insurance ("gesetzliche Schülerunfallversicherung") against any accidents occurring during the classes including the breaks or on the way to and back from school or a school event,

including placements and other out of school activities.

(4) The student or, respectively, his/her guardian(s) are/is liable for any damages caused by the student under statutory provisions. The Responsible School Body does not maintain any liability insurance covering such damages.

**§7** The parents/guardians agree that their data and that of the student may be stored, processed and to be used for educational purposes. The data subject rights according to Art. 12 et seq. EU-DSGVO are guaranteed. If COLOGNE INTERNATIONAL SCHOOL - Internationale Friedensschule Köln - processes personal data of their students in their function as a state-recognized "Ersatz- schule", the regulations of the NRW school law (§§ 120 to 122 SchulG NRW) and the associated statutory regulations apply accordingly. The school's data protection policy can be viewed at school or sent on request.

**§8** (1) The enrollment expires without notice of termination upon completion of the 4th grade (primary school), 12<sup>th</sup> grade (G8 Gymnasium and International Secondary School), resp 13<sup>th</sup> grade (G9 Gymnasium) or upon cessation of school operation by the Responsible School Body. The same applies in the case that the student is required to leave the school under the regulations of the respective accreditations.

(2) This enrollment may be terminated by either party by at least three months' notice to take effect either on January 31 or July

31 of the respective year. Termination notice should provide a reason, in particular, given in the case that even only one of the parties holds that there is no longer any consent in cooperation as required by §3 hereunder. If the student is compulsory under German law, then the guardian(s) is/are required to prove that the student's compulsory school attendance at another school is fulfilled.

**§9** There are no subsidiary oral agreements. The Responsible School Body is entitled to unilaterally amend this agreement insofar as it is necessary to eliminate subsequent equivalence disturbances or to adapt to changes in regards to legal or technical conditions. The Responsible School Body will inform the legal guardians of a change by sending the content of the amended agreement to the last known email address. The amendment becomes part of the contract if the legal guardians do not object to the Responsible School Body in writing or text form within six weeks of receipt of the notification of the inclusion of the amendment in the contract. Amendments to and modifications of these terms must be made in writing. This also applies to any waiver of or release from such requirement of written form. In the event that any individual provision(s) of this Contract should be invalid, this will not affect the validity of the remaining provisions hereof. The parties shall replace the invalid provision(s) with (a) legally valid one(s) which come(s) closest to what the parties would have intended from the meaning and purpose of the Contract.