

General Terms and Conditions of Contract

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## Clause 1) Definitions

For the purposes of these general Terms and Conditions of Contract, unless otherwise stated, the following shall apply:

- **Fondazione Milano:** abbreviated statutory name of the SCUOLE CIVICHE DI MILANO (participatory foundation).
  - Contract
- **Contract:** without further specification, this indicates both the contract for taking the course admission test and the individual academic agreement between the Student and Fondazione Milano, which will be indicated with the abbreviated forms **Admission Test Contract** or **Academic Agreement** respectively, as required by the context.
  - Academic agreement proposal
- **Fondazione Milano academic agreement proposal:** this is the set of the general Terms and Conditions of Contract and particular Conditions applicable to each Course, including enrolment fees and the Educational Pact, which are published on Fondazione Milano's website and which together comprise the Fondazione Milano Academic Agreement Proposal, pursuant to art. 1336 of the Italian Civil Code (Offer to the public), for each Course and the applicable choices and options permitted; Fondazione Milano shall maintain the Contract Proposal firm for each Course, including enrolment Fees, until the enrolment deadline date.

For the courses at the Civica Scuola Di Musica Claudio Abbado [Claudio Abbado Municipal School of Music] the AFAM Regulations, i.e., the "*Regulations governing the definition of the educational systems for institutions of higher artistic, musical and choreutic training*" are also an integral part of the Academic Agreement.

These General Terms and Conditions apply to anything not provided for in the AFAM Regulations; the individual clauses of the AFAM Regulations shall prevail over the corresponding clauses of these General Terms and Conditions.

References to the clauses in the AFAM regulations that replace or supplement corresponding clauses in these General Conditions are specifically made from time to time in this document; however, these references, which must not be considered comprehensive, are merely to facilitate and simplify understanding. Any lack of reference does not imply the non-application of the provisions of the AFAM Regulations to the Courses held at the Civica Scuola Di Musica Claudio Abbado.

If any uncertainty arises, the Administration Office is always available to answer your questions.

- Registration form
- **Registration form:** a Student accepts the Fondazione Milano Contract Proposal with specific reference to the chosen Course Programme and completes the drawing up of the Academic Agreement with this document.
  - General terms and conditions
- General terms and conditions: this General Terms and Conditions document. These General Terms and Conditions apply to all courses.

References to the AFAM Regulations, which apply to Civica Scuola Di Musica Claudio Abbado courses, that replace or supplement the corresponding clauses in these General Terms and Conditions are an exception.

- Particular conditions
- **Particular conditions:** these are specific Conditions indicated for each Course programme
  - Educational Programmes
- **Fondazione Milano Educational Programmes:** these comprise the didactic content of the Fondazione Milano educational services, which are intended to become the object of the Academic Agreement. All Fondazione Milano Educational Programmes are described in the Course Modules, which are summarised in the course description pages on the Fondazione Milano website. The content of the Courses chosen by Students supplement the content of the Registration Form as the effective object of the Academic Agreement.

➤ Educational Pact

- Educational Pact: The Educational Pact comprises the Charter of Standards with which relations with and between Students shall comply. Each Fondazione Milano Department has its own specific pact, which completes the General Terms and Conditions of the Academic Agreement.

➤ AFAM Regulations

- AFAM Regulations legal definition: The “*Regulations governing the definition of the educational systems for Institutions of higher artistic, musical and choreutic training pursuant to article 2 of Law No. 50 of 21 December 1999*”, contain the specific conditions for the educational programmes in the course modules, as well as the criteria and procedures for conducting courses at the Claudio Abbado Civica Scuola di Musica. All the clauses of the AFAM Regulations, which shall prevail over any corresponding clauses in these General Terms and Conditions, shall apply to Civica Scuola Di Musica Claudio Abbado courses.

➤ Website

- Fondazione Milano Website: this is the Internet website where all information on Fondazione Milano and on its educational activities is published and where it is also possible to enrol in the school online; the website is at this address: <http://www.fondazionemilano.eu>

➤ Enrolment fee

- Enrolment fee: this is the contribution/compensation for the educational services that Students pay to the extent and using the procedures indicated in the Academic Agreement. General information on registration fees is published in the Fondazione Milano Proposal.

➤ Expenses contribution

- Expenses contribution: this is the contribution the Student must pay to register for the Admission test, where applicable.

➤ MAV

- MAV Payments: these are payments made using the MAV form generated upon request by the users by the Fondazione Milano IT system. Payments may be made by presenting the MAV form at your own bank or at the Banca Prossima ATM (POS) agencies, or by credit card accessible through the Fondazione Milano online web payment service.

➤ Final deadline

- Final deadline: this is the inviolable term set, which cannot be extended, subject to the penalty of the cancellation of specific rights or benefits.

## **Clause 2) Enrolment procedures for Courses at Fondazione Milano**

General information on the Draft Academic Agreement Proposal is published on the Fondazione Milano website. This information is sent to individual Students in a personalized form letter with the Enrolment Form to be completed following the instructions for the IT procedure. Courses begin according to the calendar published on the website when registration begins.

**Students complete their Academic Agreement by filling out the Registration Form and accepting all the terms and conditions.**

- (art. 1372 of the Italian Civil Code. Efficacy of a contract) ***“The contract legally binds the signing parties. It may not be rescinded except by mutual consent or for reasons permitted by law.”***

The contract legally binds the Parties to fulfil their respective obligations. The Academic Agreement specifically obligates the Student to pay tuition Fees. During Registration, the Student states that he or she does possess the requisites for admission, which then must be documented using the procedures and within the limits set out in the Particular Conditions. Fondazione Milano will promptly verify and confirm the requisites after receipt of the registration. The effective possession of the requisites declared is a condition for the validity of the Enrolment. Absence of the admission requisites does not permit valid acceptance in compliance with the Fondazione Milano Proposal and does not complete the Academic Agreement. Upon receipt of the Enrolment, Fondazione Milano shall confirm the significant information by email to the address indicated by the Student. The message will remain accessible to the Student for the duration of the Academic Agreement, on the Fondazione Milano website using the registration identification assigned to the student.

Minors may register through a person who exercises parental authority or legal guardianship that specifies this entitlement.

At the time of enrolment, students must provide their email address, which will be considered an **elected online domicile** for the purposes of the Academic Agreement, where the student will receive all institutional communications from Fondazione Milano, which will therefore be presumed to be known by the student. The student is obligated to promptly acknowledge the receipt of all communications.

For enrolment in the courses at Civica Abbado see art. 10 of the AFAM Regulation<sup>(1)</sup>.

### **Clause 3) Contract conditions and Admission test**

#### **3.1 Minimum class size**

For the start of non-curricular courses only (generally of short duration) the course will be subject to a minimum number of participants enrolled by the deadline indicated on the Fondazione Milano website. Fondazione Milano shall promptly inform participants enrolled of the outcome of the above suspensive condition.

#### **3.2 Admission test**

For some Courses, a preliminary admission test must be passed as a prerequisite to enrolment. The required terms, documents and fees to be paid to take the admission test registration are published on the Fondazione Milano website.

Registration to take the admission test is not a commitment to enrol in that Course. The registration and payment procedures, being compatible, are similar to those in Clause 4. At the end of each admission test session, by the dates indicated in the particular conditions for each course, the names of the students admitted will be notified only to the email address indicated by the Candidates (elected online domicile). Admission test Candidates must pay the Expenses Contribution at the same time they enrol, notwithstanding any exceptions indicated on the specific course web page. Candidates who do not provide proof of payment of the expenses contribution will not be permitted to take the admission test. The expenses contribution is non-refundable except for the right to withdraw/reservations laid down in the clause below.

For enrolment in the Courses at Civica Abbado see art. 24 and 25 of the AFAM Regulations <sup>(2)</sup>.

<sup>(1)</sup> CIVICA SCUOLA DI MUSICA "CLAUDIO ABBADO" AFAM REGULATIONS - Approved by the Fondazione Milano Board of Directors on 16 March 2016 with Resolution 1/2016

#### **Clause 10 (Enrolment – Simultaneous enrolment prohibited)**

1. Qualification as a student of Civica Abbado is reserved for those students regularly enrolled in courses through the academic agreement and all the documents it comprises, including the general terms and conditions, subject to administrative verification of the payment of all the applicable fees, tuition and contributions. The academic agreement has the duration of one academic year and must be renewed for each subsequent year.

2. Applications for admission and the renewal of enrolment are to be completed under the procedures, payment terms and conditions set out by FM.

3. Students who are attending the last year of their FM course and who are scheduled to take their final exams during the last session, may be enrolled in another FM academic course of study subject to confirmation.

Enrolment may be formalized, if confirmed only by passing the final exams taken in that session.

4. Simultaneous enrolment at other Universities, Institutes of higher learning, in different Faculties or Schools of the same University or the same Institute, or in different degree or speciality programmes of the same Faculty or School is prohibited (art. 142 Royal Decree No. 1592 of 31/08/1933)

5. Simultaneous enrolment at Civica Abbado and in university programmes is permitted for students who apply under the conditions and using the procedures set out by Ministerial Decree 28 September 2011 ( ) in implementation of Article 29 point 21 of Law No. 240 of 30/12/2010.

6. Simultaneous enrolment in two Higher Artistic, Musical Training Courses at the same or at different institutions is prohibited.

<sup>(2)</sup> CIVICA SCUOLA DI MUSICA "CLAUDIO ABBADO" AFAM REGULATIONS - Approved by the Fondazione Milano Board of Directors on 16 March 2016 with Resolution 1/2016

#### **Clause 24 (Admission to the study programme)**

1. Admission to first level academic courses at Civica Abbado is reserved for students with a secondary school diploma or other qualifications obtained abroad acknowledged as equivalent or, in the case of outstanding skills and attitudes, students who will achieve the same qualifications by the completion of their current course of study.

2. Admission to academic courses is subject to passing an examination to verify the possession of the requisite musical and cultural skills. Admission requisite skills are defined in the regulations in each course programme.

## **Clause 4) Enrolment fee and reductions - Penalty Payment**

### **4.1. Enrolment fee**

The amounts indicated on each department's web page on the Fondazione Milano website are broken down as follows:

- Enrolment fee is different for each course programme;
- Regional tuition fee for the right to study, as applicable;

#### **4.1.1. Deposit (for curricular courses only)**

The amount of the deposit is the same for all curricular courses, as found on each department's web page on the Fondazione Milano website.

#### **4.1.2. Balance (for curricular courses only)**

Unless otherwise specified on each department's web page on the Fondazione Milano website, the balance shall be determined on the basis of the economic situation of the students' household, certified by the ISEE (indicator of equivalent economic situation): ISEE STANDARD for non-university courses, and ISEE UNIVERSITY for university courses (see in detail in Clause 5) below.

In the absence of a valid ISEE certificate, the maximum contribution amount indicated on each department's web page on the Fondazione Milano website must be paid. The balance cannot in any event, exceed the maximum amounts found therein.

Documents proving eligibility for a reduced registration fee must be submitted after registration before the deadline. Penalties shall apply to documents submitted late but by the 14<sup>th</sup> day after the deadline. Once the **final deadline of the 14<sup>th</sup> day** has passed, documents submitted will no longer be accepted and the benefit of any reduction will expire. The enrolment fees indicated shall be valid until the Enrolment date set for each Course. For enrolled students, they shall be valid until the end of the coursework during the same academic year, notwithstanding expressly provided for exceptions. The registration fee is not refundable, notwithstanding expressly provided for exceptions.

#### **4.1.3. Deadlines, delays and penalties**

Payment deadlines are established annually and are found on each department's web page on the Fondazione Milano website.

The due date will be met if payment is made through your bank by the specified date.

**Payment deadlines are mandatory and cannot be extended, and the amounts are not divisible.**

Fondazione Milano does not provide for the possibility of the payment of registration fees with additional instalments.

Late payments may be refused by Fondazione Milano. If accepted a single penalty shall apply, calculated at an increasing rate based on the following deadlines:

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*The course prerequisite verification tests shall be carried out together with the selection tests for the courses where a limited number of places are available.*

*3. To be admitted to a specialisation course programme, one must have a first or second level academic degree or other academic qualifications obtained abroad and acknowledged as equivalent.*

*4. To be admitted to a research training course programme, one must have a second level academic degree or other academic qualifications obtained abroad and acknowledged as equivalent.*

*5. To be admitted to a master's degree programme, one must have a first level academic degree or a university degree, or a Conservatory diploma in together with a secondary school diploma. A course's programme regulations may indicate any minimum requisites of a second level academic or master's degree.*

*6. Admission requirements and procedures for academic specialization or research training programmes, additional training or master classes as well as for ongoing and recurring programmes and other courses held at Civica Abbado are governed by the applicable regulations in compliance with the law.*

*7. Acknowledgement of the eligibility of academic qualifications obtained abroad for admission to course programmes is decided by the Director and school coordinators in compliance with European Union directives and applicable international agreements.*

### **Clause 25 (Debts and conditional admission)**

*1. If the entrance examination shows that there are gaps in the student's preparation, the competent academic departments shall indicate the specific additional preparation to be completed according to the procedures established by the Director, through attendance of specific coursework and other activities with educational value.*

*2. Debt penalty assignment criteria are decided by the Director.*

- 3% of the amount owed if paid within 20 days of the deadline;
- 6% of the amount owed if paid within 40 days of the deadline;
- 12% of the amount owed if paid after 41st day of the deadline.

Any student who is in arrears with payments shall not be admitted to the examinations, cannot be enrolled in the next year's course programme and cannot be eligible to receive any Fondazione Milano scholarship awards. In addition, students with outstanding payments may not obtain any certificate relating to their career, in the part pertinent to the arrears, nor transfer to another university or institute, nor make any course transfers within the Fondazione Milano framework. Students with outstanding payments, in whole or in part, after the fifth day after the deadline, shall not be entitled to attend course lessons and Fondazione Milano shall have the right to suspend the student from the school (art. 1460 of the Italian Civil Code Exception of breach) until all moneys owed are paid in full notwithstanding the right of Fondazione Milano to demand enforced recovery of the credit.

#### **Clause 5) Determination of the value of the contribution range (ISEE STANDARD and ISEE UNIVERSITY)**

To determine the amount of the balance due, the assessment of the economic condition is determined considering the amount of income and assets, as well as the size of the household, on the basis of Legislative Decree 109/1998 as amended [Indicator of the Equivalent Economic Situation - ISEE] and by the specific determinations for universities pursuant to Prime Minister's Decree of 9/4/2001 [Indicator of the Equivalent Economic Situation of the University - UNIVERSITY ISEE], in addition to the Reform pursuant to Prime Minister's Decree 159/2014.

Therefore, students who wish to make use of the benefits they are entitled to due to their financial condition must apply for the Indicator of Equivalent Economic Situation Certificate (STANDARD ISEE or UNIVERSITY ISEE) applicable to the income and assets of the calendar year preceding the academic year of registration (e.g. for the 2015/2016 academic year, the ISEE should refer to the income, assets and household for the 2014 calendar year).

##### **5.1. How, when and where the ISEE Certificate should be requested and submitted**

The STANDARD ISEE OR UNIVERSITY ISEE certification may be requested from the CAF (Fiscal Assistance Centres) or from a Municipality or I.N.P.S. offices, which will issue the I.N.P.S. document transmission protocol. On the Fondazione Milano website, there are the main CAF offices, with an Agreement in place, in the City of Milan.

For minor students, the ISEE certificate must be filled out by a parent or legal guardian.

There is no provision for the hard copy submission of the ISEE certificate. No other delivery methods other than those provided for will be accepted or considered valid for the purposes of determining the contribution level.

##### **5.2. Deadlines, delays and penalties for ISEE submission**

Those who submit their ISEE certificate late but within 7 days of the deadline shall pay a penalty of €100.00.

Those who submit their ISEE certificate late but within 14 days of the deadline shall pay a penalty of €200.00.

Those who submit their ISEE certificate late, 14 days after the deadline will no longer be permitted to access the subsidy and shall be required to pay the maximum registration fee amount.

##### **5.3. Special cases - Foreign students not resident in Italy (including Italian citizens registered with AIRE)**

If the family's income was earned in foreign Countries and is not included in an Italian income tax return and the assets are held abroad, the student must submit suitable translated and legalized statements, issued by the foreign diplomatic or consular Missions of the Country where the income and assets are produced or alternatively, issued by the competent Italian diplomatic or consular Mission where the income and assets were produced. These statements must contain all the information on the income earned, property and assets owned and the household composition for the calendar year preceding the academic year of registration and must be expressed in the local currency.

For additional details, see Annex 1 on the Fondazione Milano website.

### **Clause 6) Students exempt from payment**

#### **6.1. Students with an acknowledged invalidity equal to or greater than sixty-six per cent**

Application for exemption must be made with the enrolment application, and shall include references from the office that issued the certification of invalidity, within the enrolment deadline.

Fondazione Milano reserves the right to carry out direct checks at the agencies that issued the certifications.

#### **6.2. Foreign students with Italian Government scholarships within the scope of development cooperation programmes and intergovernmental cultural and scientific agreements and applicable periodic executive programmes**

The exemption, which applies only to students enrolled in courses concerning the right to study, is subject to renewal of the scholarship by the Ministry of Foreign Affairs. However, the regional tax for the right to study at university is still due, as applicable. Application for exemption must be made with the enrolment application, which must include applicable documentation, within the enrolment deadline.

#### **6.3. Students in a situation of proven indigence**

This exemption is aimed at students in situations of proven indigence due to lack of income or those who receive financial assistance from a recognized, public or private charitable organization engaged in social/assistance activities under the framework Law 328/2000 as amended. However, the regional tax for the right to study at university is still due, as applicable. Application for exemption must be made with the enrolment application, which must include applicable documentation, within the enrolment deadline.

### **Clause 7) Students entitled to discounts and reductions**

Annually, Fondazione Milano offers special subsidies. Discounts and reductions may be found on each department's web page on the Fondazione Milano website. Any subsidies, to which one may be entitled must be indicated during the online registration procedure. Any applications submitted during this period in a manner other than with the procedure provided for online will not be accepted and will not be considered valid for the purpose of granting the subsidy.

### **Clause 8) Verifications and investigations**

To ascertain a student's true economic conditions, Fondazione Milano will avail itself of the rights provided for by current applicable law, specifically art. 22 of Law no. 390 of 2 December 1991 and art. 71 of Presidential Decree no. 445 of 28 December 2000, by also requesting any documentation useful for the verification of the truthfulness of the statements made (Form 730, Single Return, VAT Return, etc.)

Fondazione Milano, or another Agency appointed for this purpose pursuant to art. 4 point 7 of Legislative Decree 109/1998, with which an agreement was made with the Lombardy Regional Revenue Office, Ministry of Finance, as well as with the Guardia di Finanza, provides for the substantial control of the truthfulness of the self-certifications produced by the students, on a sample of at least 20%, using the legislation in force and in particular art. 71 of Presidential Decree 445/2000.

The verification of the truthfulness of the self-certifications are carried out automatically when the ISEE University declared value is below the limits that permit student to be declared independent.

The checks will be carried out pursuant to law.

If the statements are found to be false, the student will be subject to payment of registration fees based on the correct income bracket and penalties shall be applied as provided for by art. No. 75 and 76 of Presidential Decree 445/2000 as well as the fines provided for by art. 10, point 3 of Legislative Decree 68/2012, equal to three times the amount of university fees, based on the correct income bracket, without prejudice in any case to the application of the fine of from €500 to €5,000, pursuant to art. 38, point 3, of Decree Law no. 78 of 31 May 2010, converted, with amendments, by Law no. 122 of 30 July 2010, as well as the penal provisions for criminal acts.



### **Clause 9) IRPEF tax deductions**

Students should be aware, through CAF or other tax operators, of the tax deductions recognised by law for educational expenses incurred in attending recognised courses (AFAM and Language Mediation).

### **Clause 10) Refunds**

Claims for reimbursement, which must be submitted on a specific application form including a description of the reason for the request, are available on the website.

Admission expenses contribution (except in the event of withdrawal/reservations) and the regional fee for the right to university study, where applicable, are not eligible for refunds. However, if one or more curricular courses are cancelled, the regional fee for the right to study will be refunded automatically.

Entitlement to a whole or partial refund is reserved exclusively for applications concerning:

- a. Withdrawal/reservations in accordance with the provisions of Clause 14 below notified within the 14th day after the application date, provided that the student is no longer attending classes;
- b. Withdrawal for documented overriding reasons making attendance impossible, in accordance with the provisions of Clause 15; in this case, the refund will be in proportion to only the part of the course not attended;
- c. Transfer to another University, within the deadlines for applications, provided that they are submitted within 30 days of the application;
- d. Renewal of enrolment for the current academic year for those students who will graduate by 31 March of each year, provided that the request is submitted within 30 days of graduation.

Refund application deadlines are mandatory. Refund requests submitted late will not be considered.

The refund of the registration fee paid is automatic for non-curricular courses that do not reach the minimum number of participants indicated on the Fondazione Milano website.

### **Clause 11) Transfers**

#### **11.1. Transfer from another University/Institute into a Fondazione Milano course programme**

Students enrolled in another University/Institute who wish to move to a Fondazione Milano course can apply at the University/Institute of origin.

The transfer application, which includes courses already completed, will be examined by the Director of the Department of the course chosen at Fondazione Milano, also with a view to allowing credit for the exams taken.

Admitted transfer students must pay the Fondazione Milano registration fee. Students coming from a University/Institute in Lombardy are exempted from paying the regional contribution, if already paid.

For transfers to courses at Civica Abbado art. 33 of the AFAM Regulations shall apply <sup>(3)</sup>.

<sup>(3)</sup> CIVICA SCUOLA DI MUSICA "CLAUDIO ABBADO" AFAM REGULATIONS - Approved by the Fondazione Milano Board of Directors on 16 March 2016 with Resolution 1/2016

#### **Clause 33 Transfers**

1. Enrolment to Civica Abbado can also be requested by students from other Institutes by submitting an application addressed to the Director, usually by 31 July. The acceptance of transfers depends on the number of places available and is in any case subject to passing the admission test.

The regulation prohibiting simultaneous registration, or assent for simultaneous registration in the cases provided for, remains valid.

2. For students coming from another Institute in the transfer or simultaneous enrolment cases allowed, the departments involved shall determine the student's continuing career development by assessing the possible validation of the exams and the total or partial recognition of the credits previously earned and indicating any educational debt to be settled.

### 11.3. Internal transfers

A registered student wishing to move from one Fondazione Milano course to another may apply to the Department Directors concerned.

The student admitted to an internal transfer can transfer all the registration fees already paid and pay any difference, or receive any credit for the difference already paid.

For students at Civica Abbado art. 34 of the AFAM Regulations shall apply <sup>(4)</sup>.

### 11.4. Transfer to another University/Institute

A student enrolled in a Fondazione Milano course who intends to transfer to another University/Institute must first obtain information from the offices of the new institute on the enrolment procedures for the chosen course and then submit an enrolment application to the new University/Institute.

To complete the transfer, the student must have all the fees paid up at the time of application and, therefore, pay the fee to leave for another University/Institute found on each department's web page on the Fondazione Milano website.

Any recognition of credits previously earned is the exclusive competence of the University/Institute where the student has decided to transfer.

In case the first instalment for the Fondazione Milano academic year has already been paid, the amounts paid will be refunded, excluding the regional tax for the right to study, where applicable. If the transfer is to another University/Institute in Lombardy, the latter tax does not need to be paid again.

### Clause 12) Suspension of studies

A student who wishes to take a leave of absence from his or her studies must apply in writing to the Department Director. For some types of courses, a leave of absence is not possible. The Department Director shall decide whether or not to accept the request for special cases.

Students who wish to resume their studies after a leave of absence of one academic year are exempted from paying the enrolment fee for the year suspended. For this period, these students shall be required to pay a fixed administrative fee, which is found on each department's web page on the Fondazione Milano website. The following are exceptions:

- a. For the year of birth of the child of female students;
- b. For students who are forced to stop their studies because of a duly certified serious and protracted illness.

Students who have their studies suspended may not take any career steps, otherwise they will be obligated

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3. Applications shall not be accepted for transfer of students who need to take only their final exam to obtain their degree or who have taken only the admission exam.

<sup>(4)</sup> CIVICA SCUOLA DI MUSICA "CLAUDIO ABBADO" AFAM REGULATIONS - Approved by the Fondazione Milano Board of Directors on 16 March 2016 with Resolution 1/2016

#### **Clause 34 (Programme change and continuation of studies)**

1. A student may apply to the Director, during any year of the course, for a transfer to another study course of a corresponding level being held at Civica Abbado, with the total or partial recognition of any credits already earned towards a degree.

2. The department with the course into which the student intends to transfer shall decide, within thirty days of receiving the application, whether or not the credits earned will be considered valid for the new curriculum and shall indicate the course year to which the student is to be admitted.

3. Any movement to new course programs are subject to passing the applicable admission tests.

4. The deadlines for submission of the application for movement to a new course are set annually by the Director, after having consulted with the competent departments.

to pay the entire enrolment fee provided for the academic year in progress.

Upon returning to their studies, these students will be exempted from paying any re-enrolment fees, in the amount already paid, but having to make up any differences.

For students at Civica Abbado art. 11 of the AFAM Regulations shall apply <sup>(5)</sup>.

(5 ) CIVICA SCUOLA DI MUSICA "CLAUDIO ABBADO" AFAM REGULATIONS - Approved by the Fondazione Milano Board of Directors on 16 March 2016 with Resolution 1/2016

**Clause 11 (Suspension of studies and withdrawal)**

**1. Definitions:**

□ **SUSPENSION OF STUDIES:** in cases where students cannot obtain consent to simultaneous enrolment referred to in the previous clause, a suspension of studies, permitted in the cases and with the procedures indicated below, allows students to not violate the prohibition of simultaneous enrolment and obligates those students to return to their studies at the end of the suspension period.

□ **INTERRUPTION OF STUDIES:** the temporary interruption of studies, which is permitted in serious cases and in the manner provided for below, allows students to return to their studies after the interruption, while retaining all or part of the effects of their previous progress;

□ **WITHDRAWAL:** by withdrawal, the student's academic career is definitively and irrevocably interrupted.

**2. SUSPENSION OF STUDIES**

Students who have completed their studies for one or more academic years may apply for the suspension of their studies in order to enrol and attend courses of study at Italian or foreign equivalent institutions. A suspension cannot be requested for a fraction of a year. A suspension of studies must be requested before enrolling in the course, which is the reason for the request for suspension.

If the requirements to apply for suspension are not met, in order to not be subject to the prohibition of simultaneous enrolment, the student must submit a request to drop the course that would be the cause of suspension or the suspended course.

A suspension may be granted by the Director, having consulted with the coordinators.

The suspension may last for a maximum of 8 academic years; within and no later than the foregoing deadline, students must submit - during the enrolment period - an application for the resumption of studies in order to be enrolled in the same course for the course year following the last year attended. This resumption is subject to the verification of credits earned, the current availability of the place and the verification of the regularity of the student's administrative position. The School reserves the right to test any student's level of preparation. Resumption of suspended studies may only be requested after obtaining the certificate or diploma for which the suspension was requested or a formal waiver of registration to the same.

The suspension period is not taken into account for the purposes of obtaining the benefits for the right to university study (scholarships, etc.) and suspends the course term deadlines. Suspension may be requested only once during the university career. It does not permit students to:

- Take exams, attend or apply for passage to another course
- Submit a request for transfer to another University, request partial or total exemption from payment of contributions or to take advantage of economic incentives
- Use enrolment for part-time student status

**3. INTERRUPTION OF STUDIES - Studies may be interrupted for:**

- The birth of each child; one academic year may be interrupted from pregnancy up to the age of 3 years;
- Severe, prolonged infirmity, duly certified, entitles a student to an interruption of one academic year;
- Other supervening events, duly documented, making course attendance impossible.

Subject to compliance with the course term deadlines, the interruption may be repeated for several periods during the student's university career.

An interruption of studies shall be requested after the occurrence of the event that generates it.

During the period of interruption, the student may not take any career steps. The period of interruption is not taken into account for the purposes of assessing the student's merit for obtaining the benefits for the right to university study. The period of interruption does not suspend or interrupt any deadlines.

After the interruption, the student may resume his or her studies subject to a readmission assessment by a committee of professors.

During the period of interruption or suspension of studies, the student is not required to pay tuition fees or contributions except for an administrative fee, if applicable. The amount to be paid upon resumption of studies shall be set by the Board of Directors.

**4. WITHDRAWAL FROM STUDIES**

Without prejudice to the impossibility of breaking up the current academic year, a student may withdraw from the university, explicitly expressing this desire in writing, to be submitted before the beginning of the academic year, and in any case no later than 14 days from the date of enrolment. Any withdrawal occurring during an academic year in progress will end that academic year. Once the withdrawal has become effective, the student's academic career is definitively and irrevocably interrupted.

### **Clause 13) Duration of the Academic Agreement and renewal**

The Academic Agreement starts with the Enrolment and lasts until the end of the activities established for each course during the academic year, notwithstanding the exceptions expressly provided for. Students renew their enrolment for the coming academic years under the terms and conditions to be established. A student who has attended all coursework but must still take exams shall renew enrolment under the special conditions set out within the scope of each Course.

For students at Civica Abbado art. 15 of the AFAM Regulations shall apply (6).

### **Clause 14) Right to withdraw/reservations from online enrolment**

Students have the right to withdraw (right of reservations) from the Admission Test Agreement or the Academic Agreement, without penalty and without specifying the reason, **within 14 calendar days of online Registration.**

In case of withdrawal/reservations notified before the start of classes, Fondazione Milano will refund all the payments received from the Student.

If the beginning of classes (Admission Test or Academic Agreement) is scheduled to begin before the 14-day deadline mentioned above, the Student may explicitly request in the Enrolment Form to attend classes during this period and agrees to waive the right of withdrawal following full performance of the contract by Fondazione Milano.

If the Student notifies Fondazione Milano of his or her withdrawal after the beginning of classes and within the 14-day period referred to above, he or she must pay Fondazione Milano an amount commensurate and proportional to the amount of the services he or she used and calculated on the basis of the total price agreed in the contract; Fondazione Milano will refund the Student for any difference in excess of what has been received.

### **Clause 15) Withdrawal from the Academic Agreement due to inability to attend**

Students who, through no fault of their own are absolutely incapable of attending the course for objective and documented reasons, may withdraw during the Contract with exemption from payment, or with the right to a refund of what has been paid, limited to the part of the registration fee proportional to the period not attended.

### **Clause 16) Withdrawal procedures**

Withdrawal shall be validly notified to Fondazione Milano (at the addresses indicated in the header of the Contract) within the prescribed time limits and in a clear and explicit written form, which permits verification of the dispatch date (e.g., registered letter with return receipt, fax, email, PEC). **WARNING!** Withdrawal from the Academic Agreement or Admission Test Contract by standard mail must be sent immediately by fax to allow admission of another student in the place of the one withdrawing.

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*The withdrawal does not exclude the possibility of re-registration - even for the same course of study - after an admission examination.*

*Failure to resume studies after the suspension or interruption shall result in the tacit withdrawal from studies. As a result of this withdrawal and at the student's request, Civica Abbado shall issue certification of the studies and credits earned up to that time. In case of new enrolment, any recognition of the credits earned will be done by the competent department after verification that these have not become obsolete.*

(6 ) CIVICA SCUOLA DI MUSICA "CLAUDIO ABBADO" AFAM REGULATIONS - Approved by the Fondazione Milano Board of Directors on 16 March 2016 with Resolution 1/2016

### **Clause 15 (Duration to the study programme)**

1. To be awarded a first level academic degree, students must have completed 180 credits. To be awarded a master's degree, students must have completed at least 60 credits. To be awarded a specialization certificate, each individual course programme sets the minimum number of credits to be earned, which shall not be less than 120.

2. The normal duration of first level academic programs is three years.

In the event that one fails to send this copy by fax, or sends it late, a penalty shall be applied, calculated at 20% of the Enrolment fee or Expenses contribution respectively, as provided for in the rescinded contract.

**Clause 17) Other Student obligations □ Discipline**

With Enrolment, Students hereby accept and acknowledge the disciplinary power of Fondazione Milano and undertake to comply with the discipline established by Fondazione Milano in the interest of the orderly and profitable performance of the school's teaching activities. The Educational Pact establishes the rules of discipline and the sanctions.

**Clause 18) Responsibility**

Students shall be held responsible for any harmful consequences caused by censurable conduct, to the teaching activities, other Students, teachers and staff of Fondazione Milano and in general to any other person who is also occasionally present in the school, as well as to Fondazione Milano's materials or to third parties.

**Clause 19) Termination clause □ Penalty in case of termination of the Academic Agreement**

In the event that a Student fails to pay the registration fee, in whole or in part, Fondazione Milano will invite the student by PEC to promptly regularise his/her administrative position by assigning the student a deadline of not less than 15 days. If the Student does not comply with this invitation, the Contract will be terminated by law if Fondazione Milano informs the student that it wishes to apply this cancellation (art. 1456 of the Italian Civil Code).

In any case in which the Academic Agreement is terminated due to events attributable to the Student, Fondazione Milano shall be entitled to demand, or withhold, as consideration, a portion of the Enrolment Fee proportional to the period attended by the Student, increased - by way of compensation and a lump sum penalty - by an amount equal to 30% of the remaining part of the Enrolment Fee, in addition to compensation for any further damages proved by Fondazione Milano.

**Clause 20) Disputes □ ADR (Alternative Dispute Resolution)**

Any disputes relating to this Contract or its performance will be submitted by the Party concerned to the Alternative Dispute Resolution (ADR) Service at the Milan Chamber of Arbitration Via Meravigli 9b 20123 Milan (CCIAA Milano). The dispute can only be submitted to the ordinary judiciary if arbitration does not take place within 120 days of the ADR request.

**Clause 21) Applicable law □ Reference**

Enrolment shall be governed by Italian law.