GENERAL REGULATIONS GOVERNING DIPLOMA ACCADEMICO DI PRIMO LIVELLO (DAPL) AND IED DIPLOMA PROGRAMS

Art. 1 SCOPE

1.1 These General Regulations Governing Diploma Accademico di Primo Livello (DAPL) and IED Diploma Programs regulate the administrative aspects of matriculation, enrolment and attendance of the Programs of IED Istituto Europeo di Design S.p.A. Società Benefit (hereinafter referred to as IED) (the "General Regulations").

1.2 IED issues Diploma Accademico di Primo Livello (DAPL) qualifications recognised by the Ministry of University and Research ("MUR") in the Alta Formazione Artistica Musicale e Coreutica (AFAM) - (Higher Education in Art, Music and Dance) - section, and IED Diploma qualifications of an exclusively private nature. The associated Academic Formative Credits system is governed by the Academic Regulations for Diploma Accademico di Primo Livello (DAPL) and IED Diploma Programs (hereinafter referred to also as "DAPL Academic Regulations").

1.3 By signing the matriculation form, the student fully accepts the conditions contained in these Regulations and in the Administrative Appendix to the General Regulations Governing Diploma Accademico di Primo Livello (DAPL) and IED Diploma Programs, hereinafter also referred to as "DAPL Administrative Appendix", as well as the conditions set out in all the other Regulations applied and applicable at IED.

1.4 For any matters not expressly provided for in these Regulations, reference should be made to the provisions contained in the Academic Regulations and in the other Regulations in force, which the student declares to know and to fully accept, having read them carefully.

1.5 These Regulations may be departed from in whole or in part by the DAPL Academic Regulations, by other Regulations in force and/or by specific measures adopted by IED.

1.6 IED reserves the right to make modifications and changes to these Regulations, as well as to the other Regulations, appropriately informing Students in the manner as per art. 21 below. In addition to what is provided for by these General Regulations, further provisions regarding payment methods and fees are governed by the DAPL Administrative Appendix.

1.7 These Regulations annul and supersede any other previous version of the same.

1.8 In the event of any inconsistency between information published for promotional or informational purposes and the provisions of these Regulations, the provisions of these Regulations shall prevail.

Art. 2 PROGRAMS

2.1 Study Programs may provide for one or more commencement periods during the same Academic Year (each, an **"Intake"**). The activation of Intakes, the relevant academic calendar, the duration of learning activities, and all administrative deadlines shall be determined annually by IED and communicated through publication on the institutional website and in the Student's reserved online area.

2.2 Any reference in these Regulations to the **"Program Start Date"** shall be construed as referring to the specific commencement period (the **"Intake"**) of the Study Program in which the Student is enrolled, namely:

1st Intake: Autumn Program commencement cycle;

2nd Intake: Winter Program commencement cycle.

For the avoidance of doubt, the academic calendar and the duration of first-year learning activities shall be determined according to the specific Intake applicable to the Student.

2.3 Each Program is organised into three academic years. The Program syllabuses are defined by the academic frameworks for the Diploma Accademico di Primo Livello (DAPL) and IED Diploma Programs, as set out in the respective "Program Handbooks" (together with essential information on the Program, with particular attention to the lessons planned and the formative credits assigned).

2.4 The activation of a second Intake shall not result in the duplication of the entire three-year Program. Accordingly, from enrolment in the second year onwards, Students enrolled in the **2nd Intake** shall, for all purposes, be subject to the academic calendar, administrative deadlines, and financial terms and conditions applicable to Students enrolled in the **1st Intake**

2.5 IED undertakes to organise the activities of each Program, with the right to:

- Assign the Student to the most suitable Program section.

- Establish the lesson schedule and change it both provisionally and permanently.
- replace, where necessary and at any time during the academic year, lecturers, Program coordinators and teaching staff.
- Change the location where the Program is held.
- to modify, including with respect to timing, the academic Program, the academic calendar, the commencement dates of Programs and/or specific Intakes, and to deliver learning activities through such methods, including technological means, as IED may from time to time deem most appropriate (including, without limitation, through the use of multimedia technologies, the Internet, e-learning systems, or any other form of distance learning), including where required for organisational, academic, logistical, health-related reasons or pursuant to applicable laws, regulations, or ministerial provisions. Such modifications shall not entitle the Student to claim any refund, compensation, indemnity, damages, or any other form of reimbursement on any grounds whatsoever, except as expressly provided for in these Regulations.
- Lesson time is conventionally fixed in 60 minutes and may include the technical time required for organizational purposes.

Art. 3 ADMISSION TO THE PROGRAMS

3.1 The requirements for admission, matriculation and enrolment in the Programs are governed by these General Regulations and by the relative admissions procedure, as applicable on each occasion, as well as by the DAPL Academic Regulations.

3.2 IED reserves the right to assess and admit Students younger than 18 to the Program. In such cases, the matriculation form (and of first enrolment) must be signed by both persons exercising parental responsibility, together with any declaration of assumption of responsibility if this is considered necessary for the purpose.

3.3 IED reserves the right to assess and approve admission to the Study Program after requiring the Student to take an admission test and a test to verify their knowledge of the language in which the Study Program is delivered. Such cases may require payment of an amount defined and published in the Program Admission procedure.

3.4 For the purpose of matriculation and enrolment, all Students must demonstrate knowledge of the language the Program is provided in. The DAPL Academic Regulations govern the ascertainment of this language requirement on the part of IED and, in the event of a lower level than what is required, remedial procedures. To this end, paid language Programs can be organised by IED ("Prerequisite Language Course").

3.5 The cost of attending additional preparatory training activities, where required by the competent academic body, shall be calculated according to the parameters set out in the DAPL Administrative Appendix.

3.6 Recognition of a previous academic career is governed by the DAPL Academic Regulations and implies the costs provided for by the DAPL Administrative Appendix.

3.7 In any event, all the information relating to the provisions governing admissions, matriculations and enrolments in the Programs are specified in the IED website (www.ied.it) and in the IED Campus portal, where students can access and review their enrolment status, academic records, attendance data, communications, and notices. Additionally, they can manage payments and submit self-certifications as required.

Art. 4 MATRICULATION, ASSESSMENT OF EDUCATIONAL QUALIFICATIONS AND ENROLMENT RENEWALS

4.1 Matriculations for the Programs are open from November of the Academic Year preceding the start of the Study Program. Applications must be submitted by the following deadlines:

▪ Students who are required to apply for a study visa: by 30 August preceding the Program Start Date, for both Intakes;

▪ Students who are not required to apply for a study visa:

- **1st Intake: by 30 September** of the calendar year in which the Program commences;
- **2nd Intake: no later than 15 calendar days before the Program Start Date**.

4.2 IED reserves the right, at its sole and absolute discretion, to consider any applications for enrolment submitted after the deadlines set out above and/or after the commencement of the relevant Study Program.

4.3 The Student shall complete and sign the enrolment application and first registration form for the Study Program in all its parts, attaching the documentation required therein, and shall be responsible for verifying the accuracy of all information provided.

4.4 The Student's application for enrolment and first registration shall be accepted provided that the Student has obtained the qualification required for admission to the relevant Study Program, without prejudice to Article 4.10 below.

4.5 For enrolment in the Program to be valid, the required qualification must be obtained by the following deadlines:

- **1st Intake:** by **30 September** of the calendar year in which the Program commences;
- **2nd Intake:** by **31 December** of the calendar year preceding the commencement of the Program.

4.6 The documentation required to confirm matriculation, including documentation evidencing attainment of the educational qualification, must be submitted to IED by the deadlines indicated below. All deadlines refer to the calendar year in which the first year of the Program to which matriculation relates commences:

a) Students holding an Italian qualification

- **1st Intake:** by **31 December**;
- **2nd Intake:** by **31 January**.

b) Students holding a foreign qualification

- **1st Intake: by 31 December;**
- **2nd Intake:**
  - by **31 January**, if the Student is required to obtain a study visa;
  - by **15 March**, if the Student is not required to obtain a study visa.

4.7 In any event, any different deadline established by the applicable ministerial regulations concerning foreign educational qualifications shall prevail. For foreign educational qualifications only, the documentation required for the confirmation of enrolment must be submitted in its original form. IED reserves the right, where deemed necessary for the purposes of the relevant verification procedures, to request the submission of original documentation also from students holding an Italian educational qualification.

4.8 It should be noted that, for students holding a foreign educational qualification, the application for enrolment and first-year registration to Diploma Accademico di Primo livello (DAPL) Programs shall be accepted subject to the following conditions:

- the educational qualification meets the requirements necessary to grant access to the Study Program selected by the student at IED, in accordance with the ministerial regulations in force in the academic year of enrolment;
- the foreign educational qualification has been obtained upon completion of a period of schooling of no fewer than twelve years. Where the period of schooling is shorter, IED may assess the suitability of the qualification together with documentation evidencing completion of additional studies or training pathways permitted under the ministerial provisions in force for the academic year of matriculation, for the purpose of making up the missing years of schooling.

4.9 For further details concerning the suitability of foreign qualifications and the related procedures, the Student must refer to the ministerial provisions available on Universitaly **(https://www.universitaly.it/it/studenti-stranieri)**.

4.10 A student holding, or expected to obtain, an Italian upper secondary school diploma or a foreign qualification deemed suitable may be conditionally enrolled, at IED's discretion. In the case of a foreign educational qualification, conditional enrolment shall in any event be subject to the prior assessment of the available documentation.

4.11 Failure to submit the required documentation within the deadlines specified in Article 4.6 above shall result in the student being ineligible to sit examinations and shall entitle IED to take any further action deemed necessary under these Regulations, including the annulment of the enrolment.

4.12 Furthermore, with specific regard to the Diploma Accademico di Primo Livello (DAPL) Programs, where IED considers the documentation submitted by the student unsuitable or where the required prerequisites are not met, IED expressly reserves, upon prior written notice, the right to proceed with the enrolment of the student in the same chosen program with the status of an "IED Diploma" Student, the qualification being of an exclusively private nature, it being expressly understood that in this case the student will be unable to earn Academic Formative Credits (hereinafter also "CFAs"), or to be awarded the correlated Diploma Accademico di Primo Livello (DAPL). In any event, the Student shall be entitled to submit a request for withdrawal according to the procedures and with the consequences set out in arts. 16 and 17 below.

4.13 The student recognises and accepts that IED may in any event perform its own appropriate checks, including with third parties, regarding the suitability and reliability of the documentation submitted.

4.14 In any event, matriculation and first enrolment in the Program, as well as enrolment in subsequent years, both for the Diploma Accademico di Primo Livello (DAPL) Programs and the IED Diploma Program remains conditional upon the student's satisfaction of all requirements for entry and continued presence in Italy as provided for by the laws in force with respect to the academic year in question.

4.15 A copy of the currently valid residency permit must be submitted to IED without delay each time it is issued and/or renewed. Pending issuance or renewal, the Student must submit without delay the documentation required under Article 11.4 and, once the residence permit has been obtained, promptly send a copy to IED.

4.16 The student acknowledges that IED is exempt from all responsibility with regard to the issuance of study visas and residency permits by the competent Authorities, which must be obtained exclusively under the student's responsibility and at the student's expense.

4.17 Without prejudice to the provisions of Articles 17.5 and 17.9 concerning, respectively, failure to obtain the admission qualification and refusal of the entry visa, and the related refunds, the Student acknowledges and agrees that, if they are unable, for the reason indicated above or for any other reason, including reasons beyond their control, to attend or continue attending the chosen Study Program, IED may, only following a duly submitted withdrawal from studies by the Student, refund only the amounts provided for in Article 17, paragraphs 1 to 4, with the consequences set out in Article 17.13.

4.18 The student acknowledges and expressly accepts that the delayed issuance of an entry visa, resulting in the student being unable to attend the Program from the beginning, does not affect the provisions of IED's Regulations aimed at governing the obligation to attend the Programs and correlated consequences, which are therefore deemed fully applicable.

4.19 The Student acknowledges that the regulations governing the possibility of simultaneous enrolment in two different Diploma Accademico di Primo Livello or Diploma Accademico di Secondo Livello Programs, Specialisation Programs or Master's Programs at Universities and AFAM institutions (Law No. 33 of 12 April 2022 and Ministerial Decree No. 933/2022) provide, in particular, that simultaneous enrolment in the same Program at two AFAM institutions is not permitted and that enrolment in two Programs is allowed only where the two Programs differ by at least two-thirds of their educational activities, in terms of academic credits. Should the Student be enrolled, or wish to enrol, in another Program at IED or at another institution (University or AFAM institution), the Student shall be required, pursuant to the regulations in force, to submit a self-certification in accordance with Presidential Decree No. 445/2000, declaring under the Student's own responsibility, including for the purposes of Articles 5 and 6 of Ministerial Decree No. 933/2022, that all requirements necessary for such dual enrolment are satisfied. The Student undertakes to provide IED annually and, in any event, throughout the entire period of simultaneous enrolment in the two Programs, with an appropriate self-certification pursuant to Presidential Decree No. 445/2000 for the verification of the conditions and requirements applicable to dual enrolment.

4.20 Enrolment in years subsequent to the first is subject to meeting the academic requirements envisaged in the D A P L Academic Regulations in force from time to time, as well as the payment of the amounts as per art. 6 below, according to the procedures and terms provided for.

4.21 If a student renews their enrolment as a Repeating Student, they must pay the enrolment fee, any regional tax for the Diritto allo Studio (DSU) - (Right to Higher Education) - and the tuition according to the parameters indicated in the DAPL Administrative Appendix.

4.22 If a Student renews enrolment as an Out-of-Course Student (Fuori Corso), they shall pay the amounts specified in the DAPL Administrative Appendix. The ordinary renewal deadline under Article 6.4 of these Regulations remains applicable. However, where the Student has completed attendance and the need to renew enrolment as an Out-of-Course Student arises after that deadline because the Student is unable to register for the last available session for obtaining the qualification pursuant to Articles 23.5 and 23.7 of the DAPL Academic Regulations, renewal must be completed within 15 calendar days of written notification from the Academic Office. The notification shall specify the academic year for which enrolment must be renewed, the amounts payable and the relevant deadline. Renewal relates to the academic year following the year of the Student's most recent enrolment. If completed within the specific deadline indicated above, renewal shall not be considered late in relation to the ordinary deadline of 31 July.

4.23 A Student required to renew their enrolment as a Thesis Student or Graduating Student must complete the renewal no later than 10 May immediately following the conclusion of the last extraordinary Diploma session relating to the academic year of their most recent enrolment, paying the amounts specified in the DAPL Administrative Appendix. The renewal shall relate to the academic year following the year of their most recent enrolment. This deadline shall apply by way of derogation from the ordinary deadline of 31 July under Article 6.4 of these Regulations.

Art. 5 CONTRIBUTION BRACKETS

5.1 The contribution brackets are calculated based on the criteria and conditions specified in the Price List which the student is required to consult in order to determine their applicable contribution bracket and the corresponding fee.

Art. 6 OBLIGATIONS RELATING TO MATRICULATION, ENROLMENT, ENROLMENT RENEWALS AND PAYMENT TERMS

6.1 The deadlines for the signing of the matriculation application, the payment of the enrolment fee, and the payment of the tuition fee shall be determined based on the specific intake of the selected Study Program.

6.2 **EUROPEAN STUDENT:** For the purposes of matriculation and first enrolment, the Student must complete the enrolment process within the deadlines provided for in Article 4.1 of these Regulations, applicable according to the specific intake and the need to apply for a study visa, by:

a. signing the matriculation (and first enrolment) application in all its parts;
b. paying the enrolment fee and, where applicable, the regional tax for the Right to Higher Education (DSU), at the time of signing the application, without prejudice to any subsequent refusal of matriculation.

The Student shall also pay the tuition fee, including the insurance coverage provided for the relevant academic year, no later than 31 October of the academic year for which enrolment is requested for the 1st intake, and no later than 15 calendar days following the Program start date for which enrolment (and first-year registration) is requested for the 2nd intake. Where the enrolment application is submitted after the above deadlines, the tuition fee shall be paid simultaneously with the submission of the application.

6.3 **NON-EUROPEAN STUDENT:** For the purposes of matriculation and first enrolment, the Student must complete the enrolment process within the deadlines provided for in Article 4.1 of these Regulations, applicable according to the specific intake and the need to apply for a study visa, by:

a. signing the matriculation (and first enrolment) application in all its parts;

b. paying the enrolment fee and, where applicable, the regional tax for the Right to Higher Education (DSU), at the time of signing the matriculation application, without prejudice to any subsequent refusal of matriculation.

The Student shall also pay the tuition fee, including the insurance coverage provided for the relevant academic year, no later than **10 September** of the academic year for which enrolment is requested for the **1st intake**, and no later than **15 calendar days following the Program start date** for which enrolment (and first-year registration) is requested for the **2nd intake**. Where the enrolment application is submitted after the above deadlines, the tuition fee shall be paid simultaneously with the submission of the application.

6.4 For years subsequent to the first, the Student must complete renewal of enrolment no later than 31 July by paying the enrolment fee for the relevant year of the Study Program together with the DSU fee, where applicable, and must pay the tuition fee, which already includes the necessary insurance coverage for that academic year, no later than the following 30 September. By way of derogation from the ordinary deadline of 31 July, the specific renewal deadlines set out in Article 4.22 for Out-of-Course Students, limited to the situation governed therein, and in Article 4.23 for Thesis Students or Graduating Students shall apply.

6.5 IED reserves the right to assess matriculation forms and first enrolment submitted late with respect to the terms as set out in the above articles.

6.6 The exact amount of the fees payable by the Student to IED for each year of the Study Program is indicated and may be consulted in the Student's reserved area on the "IED Campus" portal at https://campus.ied.it/, accessible using the Student's personal credentials.

The Student therefore declares that they have reviewed and acknowledged the fees due for enrolment, registration, renewal of registration, and attendance of the Programs.

6.7 The tuition fee for students resident in the European Union and/or countries in the Schengen area and/or in any case in countries set out in the Income Bracket Assignment Guide published on the website **www.ied.edu** enrolled in the Programs is determined on the basis of the applicable contribution bracket shown in the "Fasce di contribuzione IED (Contribution brackets) table as indicated in the "Price List" applicable upon signing the matriculation form or the enrolment renewal form. In the case of self-declaration of the contribution bracket, the confirmation, or any adjustment, of the fee related to the contribution bracket will occur only upon delivery of the necessary documentation for determining the contribution bracket.

6.8 A Student enrolling and registering for the first time in a Study Program is, in any event, required to submit all documentation necessary for the assignment of their IED contribution bracket, as defined in the Price List, no later than **15 October** of the academic year of enrolment and first-year registration for **1st intake** Students, and no later than the **Study start date** for **2nd intake** Students.

Where a Student submits an matriculation application after the deadlines established by these Regulations, and only where such application is accepted by IED, the deadline for submitting the required documentation shall be **15 November** for a **1st intake** Student and **15 February** for a **2nd intake** Student.

6.9 Failure to submit the documentation referred to in the previous paragraph 6.8 within the aforementioned deadlines will result in the validation of the contractual fee corresponding to the highest contribution bracket detectable from the enrollment and first registration application.

6.10 At the time of enrollment in the Program of Study, for years following the first, in the absence of submission of the necessary documentation for determining the contribution bracket concurrently with the enrollment itself, the fee related to the contribution bracket of the previous year, possibly updated to the inflation rate, will be applied. The Student is, in any case, required to submit such documentation for the current year no later than 30 September; failing this, the assigned tuition fee shall in any case correspond to the highest contribution bracket.

6.11 The documentation required for the assignment of the contribution bracket is, in any case, subject to checks; therefore, IED reserves the right to request additional documentation. In the case of untruthful declarations, the applicable legal provisions will be applied.

6.12 IED has the right to propose different methods of payment to newly matriculated and enrolled students from year to year, as part of promotional initiatives.

6.13 For Students who, at the time of enrollment, adhere to a promotion without submitting the self-declaration of the contribution bracket or the documents referred to in the previous paragraph 6.8, the specific promotional conditions calculated on the tuition fee corresponding to the highest contribution bracket will be applied. The submission of the documents referred to in the previous paragraph 6.8, if done in compliance with the timing and criteria provided in the individual promotions, will result in the assignment of the tuition fee and any promotion recalculated according to the actual bracket of belonging.

6.14 Where required pursuant to arts. 3.3 and 3.4, the student must pay the enrolment fee and, where provided for, the regional tax for the Right to Higher Education (DSU), as well as any amounts due for attendance at the Prerequisite Language Course and any additional training before the start of the relevant Programs.

6.15 The tuition fee shall be subject to an annual adjustment of not less than 2.5% and not more than 100% of the annual change in the ISTAT FOI index, as determined on 31 December of each year. Any regional tax for the Right to Higher Education is in any case due in the amount established by the Regional Body for that year.

6.16 Failed payment of the enrolment fee and, if provided for, the regional tax for the Right to Higher Education means the student is not permitted to attend lessons, nor to take part in any academic activity, until payment has been properly made.

6.17 A Student who has failed to pay the tuition fee within the deadlines set out in Articles 6.2, 6.3 and 6.4 of these Regulations and, in any event, no later than **31 December** for the **1st intake** and **15 March** for the **2nd intake**, shall not be permitted to attend classes, sit examinations, earn **Academic Credits (CFA)** or **Credits (CF)**, or participate in any educational activity until such time as the outstanding payment has been settled.
The provisions of the DAPL Academic Regulations shall also apply.

6.18 Enrolment in the next year may be confirmed once the student has acquired the Formative Credits necessary for moving on to the subsequent year. The corresponding provisions of the DAPL Academic Regulations shall apply in this regard.

6.19 If the payment of the tuition for the consecutive year is made after the deadline of 30 September, the student must pay a penalty for late payment in the amount prescribed by the DAPL Administrative Appendix.

6.20 A Student enrolled in either the **1st intake** or the **2nd intake** who, by **31 March**, registers for a year of study subsequent to the first year and pays in advance the enrolment fee, the tuition fee, and, where applicable, the Regional Fee for the Right to Education (DSU), shall not be subject to the fee increases referred to in Article 6.15 above.

6.21 Failure to pay the enrollment fee, the tuition fee, and the DSU fee (if applicable) and failure to submit the documents referred to in the previous paragraph 6.8 by the deadline established by the applicable promotion will result in the forfeiture of the benefits provided by the promotion itself.

6.22 Without prejudice to non-conflicting provisions of this article, a student with disabilities recognised as handicapped pursuant to art. 3, paragraph 1, of Law no. 104 of 5/02/1992 or with an invalidity equal to or greater than 66% (sixty-six per cent), certified by the relevant medical boards, may pursuant to Legislative Decree no. 68/2012 request exemption from payment of the regional tax for the right to higher education (DSU).
Where the certificate submitted does not indicate the percentage of disability, as is particularly the case for minors, IED reserves the right to assess the documentation submitted for the purpose of recognising the exemption, also on the basis of the qualitative indications contained therein, such as, by way of example, "mild", "moderate" or "severe", and any other useful element. The assessment shall be carried out according to internal criteria adopted by IED, without prejudice to IED's right to request additional documentation. For the above purposes, the Student undertakes to submit to IED the documentation evidencing the requirements for exemption at the same time as the submission of the matriculation and first enrolment application and, for Students enrolled in years subsequent to the first, by 31 July. Failing this, the Student expressly acknowledges and accepts that IED will not be able to proceed with the recognition of the exemption. Where the Student has a non-permanent disability or a disability subject to periodic review, the Student shall be required to submit the certification evidencing the requirements for exemption on an annual basis.

6.23 A student with a level of permanent civil disability equal to or greater than 66% (sixty-six per cent), certified by the relevant medical boards, may request exemption from payment of the tuition starting from the year in which appropriate certification is submitted to IED. For this purpose, the student must provide IED with the documentation certifying the exemption requirements along with the matriculation form and first enrolment or, with regard to Students enrolling in years subsequent to the first for whom permanent disability is certified subsequently, by 31 July of the year in which enrolment is renewed. Otherwise, IED will not be able to recognise the exemption.

6.24 A Student with a degree of non-permanent civil disability, or disability subject to review, equal to or greater than 66% (sixty-six per cent), certified by the competent medical boards, may request exemption from payment of the tuition fee according to the deadlines and procedures set out in Article 6.23 above. To retain the benefit, the Student must submit annually, by the deadline for renewal of enrolment, valid certification evidencing that the exemption requirements are met.

6.25 A Student who meets the aforementioned requisites will nevertheless be required to pay the enrolment fee regardless of the Program they are enrolled in.

6.26 In the event of revocation of recognition or of a reduction in the degree of disability below 66%, even during the academic year, the exemption shall be revoked, and this shall be applied pro rata for the year in progress. The student is responsible for communicating any changes in the degree of disability or the revocation of its recognition during the academic year and/or subsequent to the granting of the benefit.

6.27 Costs relating to foreign banking transactions must be borne in full by the transferor.
For any fiscal document exempt from VAT (art. 10 of Presidential Decree 633/1972), whether on paper or digital, of an amount greater than 77.47 euros, as established by the Ministerial Decree dated 24/5/2005, a revenue stamp for the value of 2.00 euros must be applied. This amount expressed in the invoice shall be fully borne by the student.

6.28 In the event of formally notified default, IED reserves the right to immediately request payment of the outstanding balance, to suspend the defaulting Student from attending the Program and from sitting examinations as indicated above, and to take any appropriate action, including legal action, to recover the amount due, including costs, interest payable, default interest, statutory taxes and any other amounts due, as well as the penalty provided for in Article 7.2 of the DAPL Administrative Appendix.

Art. 7 WAITING LIST

7.1 IED shall have the right to draw up a waiting list where, in relation to specific matriculation and/or enrolment windows and before the relevant closing deadline, it receives requests exceeding the maximum number of Students admitted to each individual Study Program. The possible activation of the waiting list is subject to IED's organisational assessment. The waiting list is activated for 1st-intake Programs.

7.2 To be added to the list, applicants who meet the admission requirements must sign the matriculation form and enrolment for the Program, attaching the requested documentation and paying the amount specified in the D A P L Administrative Appendix by way of a non-interest-bearing deposit. If IED confirms the matriculation and/or enrolment for the Program, the deposit will be withheld as an advance on the enrolment fee.

7.3 IED undertakes to confirm or deny matriculation and/or enrolment for the Program by the date of the start of the Program. The waiting list shall remain in force in the subsequent 15 calendar days in order to allow possible access to applicants in the event of further availability of places. Students on the waiting list shall be added to the Program in the order they were placed on such list.

7.4 Following the confirmation referred to in the preceding paragraph, the applicant must complete enrolment by paying at the same time the balance of the enrolment fee and the regional tax for the Right to Higher Education (also referred to as the "DSU"), where applicable. The tuition fee must be paid by the following 31 October, as provided for in Article 6 above.

7.5 If it is not possible to proceed with registration in the Program, IED undertakes to refund only what has been received from the applicant on the waiting list and no other sums. The refund shall be made according to the procedures established in art. 17 - Refund procedures, below.

7.6 IED shall have the right to withhold the amount set out in the DAPL Administrative Appendix by way of a reimbursement of administrative and teaching expenses, as well as by way of consideration for services rendered and by way of penalty, in the event, upon confirmation of registration in the Program, the Student refuses said registration in any way.

Art. 8 STUDENT MOBILITY AND ENROLMENT IN INDIVIDUAL LESSONS

8.1 IED offers the possibility of participating in Student Mobility programs (Erasmus+ or Exchange Study Programs). The conditions for admission and participation in the programs are set out in the specific Student Mobility Regulations.

8.2 Students enrolled with Academic and/or University Institutions with which IED has entered into specific agreements, with the exclusion of Erasmus+ or Exchange Study Programs, may attend individual lessons or programs of a lesser duration than the ordinary Program (six-monthly or annual). The number of lessons or the Study Plan to which Students can be admitted, the relative CFs or CFAs, the admission conditions and the fees are governed by the individual university agreements. The student must pay for exam recovery tests in the amounts indicated in the DAPL Administrative Appendix.

8.3 In the absence of specific agreements with Academic and/or University Institutions, it is nevertheless possible to request enrolment as an Auditor for up to a maximum of three subjects. The student must pay the taxes and contributions in the amounts indicated in the DAPL Administrative Appendix.

Art. 9 REDUCTIONS AND CONCESSIONS FOR ENROLMENT IN PROGRAMS

9.1 Students enrolled in Diploma Accademico di Primo Livello (DAPL) Programs can take part in the call for applications for the awarding of Scholarships provided for by the regulations regarding the Right to Higher Education ("DSU").

9.2 IED organises Scholarship competitions for enrolment in the first year of the Program.
The competition is open to all Students who wish to enrol in Diploma Accademico di Primo Livello (DAPL) and IED Diploma Programs. To renew in subsequent years, the student must meet the requirements of the Regulations published in the call for applications.

9.3 In the event of revocation of the Scholarship or of the economic concession for any reason, the student must pay the entire amount of the tuition for the year in progress.

9.4 IED reserves the right to grant Students regularly enrolled in Programs an economic concession on the tuition for enrolment in other IED Programs, with the exclusion of Diploma Accademico di Primo Livello (DAPL) and IED Diploma Programs.

9.5 The summing of reductions and concessions as per the above articles is not permitted.

Art. 10 PROGRAM CHANGES AND TRANSFERS

10.1 A Student who is duly enrolled, has an active academic record, and is in good standing with respect to all administrative obligations may apply for a transfer to a different Study Program at the same IED Italy campus or at another IED Italy campus between **15 July** and **15 October**. Once the change has been approved, the student must pay the fees, contributions and allowances at the new Site in the amount established thereby.

10.2 A Student who is duly enrolled, has an active academic career and is in good standing with respect to their administrative position may also request a transfer to another Academy / University of an equivalent level by submitting an application to the Campus Director within the deadlines set out in Article 32.1 of the DAPL **Academic Regulations**. In any case where a transfer request is notified after the deadlines set by IED for this purpose, the Student shall be required to pay the enrolment fee and the tuition fee in full and shall consequently not be entitled to a refund of any amounts already paid. With regard to the procedures for refunding any amounts paid, reference must be made to Article 17 below.

10.3 A Student enrolled in other Academies / Universities has the right to request a transfer to an IED Site, subject to payment of a fee for an assessment of their previous studies, the amount of which is set out in the DAPL Administrative Appendix. Recognition of Formative Credits, the applicable maximum limit and any exceptions are governed by Article 33.7 of the DAPL Academic Regulations.

10.4 In all cases of a change of Program and/or transfer for which it is considered necessary, Students must attend supplementary lessons or sit supplementary exams, subject to the payment of the amounts provided for in the DAPL Administrative Appendix.

10.5 A change to a different Program at the same IED Site, or to another IED Site, as well as transfers to or from other Academies / Universities of an equivalent level are, in addition to the above, governed by the Academic Regulations and the DAPL Administrative Appendix.

Art. 11 CLASS AND EXAM ATTENDANCE

11.1 Attendance at all classes, including language Programs and additional and preparatory training, is mandatory.

11.2 Students must scrupulously respect class start and end times.

11.3 A Student not up-to-date with payments of the enrolment fee and, if provided for, the "DSU" fee, as well as the tuition, will be barred access to lessons, exams and any other academic activity. They will also be unable to receive certifications or print self-certifications.

11.4 A Student who is required under the legislation in force to hold a residence authorisation must provide IED with evidence of lawful residence in Italy from the start of teaching activities and maintain lawful residence throughout the study pathway. Lawful residence shall be evidenced by a valid residence authorisation or other suitable documentation under the applicable legislation. Pending issuance or renewal of the residence permit, the Student shall submit the receipt evidencing submission of the relevant application, accompanied by a copy of the passport or equivalent document and, in the case of renewal, the previous residence permit. Delay in issuance or renewal of the permit alone does not prevent access to lessons, examinations and other teaching activities, provided that the documentation submitted evidences lawful residence under the legislation in force. A Student who does not comply with the applicable provisions shall not be permitted to attend lessons, examinations or other teaching activities. IED shall notify the competent authorities in the cases provided for by law.

11.5 In addition to the above requirements, admission to each exam is subject to compliance with the obligation of attending classes as established by the DAPL Academic Regulations.

11.6 Admission procedures, the organisation of exams and the means for assessing a student's individual performance are described in the DAPL Academic Regulations.

11.7 The Student is required to take examinations at the available examination sittings following the end of each course unit, in accordance with the Academic Regulations and the DAPL Administrative Appendix. Three examination sittings are available following the end of each course unit. For course units relating to the first year of the second intake only, two examination sittings are available. Three examination sittings are available for course units in the second and third years, irrespective of the Student's intake of matriculation.

11.8 Once all the available examination sittings provided for in Article 11.7 above have been exhausted, a Student who has not yet acquired the Formative Credits relating to the examination, including through failure to attend, failure to obtain the minimum grade or a pass assessment, withdrawal from the examination or refusal of the grade, must take the examination at the resit examination sittings scheduled by IED, in accordance with the DAPL Academic Regulations. For resit examination sittings following exhaustion of the available examination sittings, the fee specified in the DAPL Administrative Appendix shall be payable according to the amounts, deadlines and procedures set out therein.

11.9 To be admitted to the Diploma session, the Student must have acquired the Academic Formative Credits or, where applicable, Formative Credits, according to the procedures set out in the Academic Regulations and academic frameworks, including the Formative Credits relating to the Final Examination.

11.10 If the Student has yet to acquire only the **Academic Formative Credits** or, where applicable, **Formative Credits** relating to the **Final Examination**, they must register for the extraordinary Diploma sessions after passing the examination or pass/fail assessment of the thesis project and obtaining a pass assessment in the foreign language.

11.11 Registration for the ordinary Thesis session and for the first extraordinary session, both relating to the Student's final year of the Program, shall not require payment of the Thesis fee referred to in Article 11.12 below.

11.12 Registration for a Diploma session subsequent to the first extraordinary session shall require payment of the Thesis fee and any government tax, where applicable, according to the amounts, deadlines and procedures set

out in the DAPL Administrative Appendix.

11.13 When registering for a Diploma session subsequent to the extraordinary sessions, the Student must enrol in the following year as a Thesis Student or Graduating Student and make the payments according to the deadlines set out in Article 4.23 above.

Art. 12 OTHER EXTRACURRICULAR ACTIVITIES

12.1 As part of the academic program, IED organises other extracurricular activities such as, by way of example, exhibitions, fairs, various events, fashion shows, competitions, research, training internships and projects in cooperation with private entities/individuals.

12.2 The participation of Students in such activities is regulated by specific agreement according to selective merit and logistical criteria.

Art. 13 ISSUANCE OF DIPLOMAS AND END-OF-PROGRAM CERTIFICATES

13.1 Upon completion of the Study Program, IED shall award, depending on the type of Program attended:

- Diploma Accademico di Primo Livello (DAPL);
- IED Diplomas of an exclusively private nature
- Certificates of Attendance and any other relevant certifications.

provided the student has successfully passed all the exams envisaged in the Study Plan and is up-to-date with the payment of the enrolment fee and the tuition, as well as any regional tax for the Right to Higher Education, where applicable according to the type of Program attended. Diplomas are issued in a single copy. In the event of loss or damage, a replacement diploma will be issued to the student upon specific request.

13.2 At the end of the Program, those enrolled as Auditors will receive a certificate of attendance, without recognition of CFs or CFAs.

13.3 If a Student withdraws or fails to complete the Program for whatever reason, upon request IED will issue a certificate relating to the student's academic record up to that point.

Art. 14 SUSPENSION OF STUDIES ("FREEZING")

14.1 A matriculated and enrolled Student who is in good administrative standing has the right to temporarily suspend their studies for the academic year in progress (so-called "freezing") according to the procedures and terms set out in the DAPL Academic Regulations.

14.2 Freezing consists of the suspension of the student's administrative and academic position for the year in progress.

14.3 A Student forced to interrupt the academic year has the possibility of freezing the amounts paid for the enrolment fee and for the tuition, with the exclusion of the regional tax for the Right to Higher Education, and to reuse them, subject to payment of any balance, exclusively in the following academic year, paying any difference due to increases in the annual Price List.

14.4 Freezing may be requested and granted exclusively for serious grounds as indicated in the DAPL Academic Regulations.

14.5 A Student enrolled in the first year who applies for the freezing of their studies by the final deadline established for the payment of the tuition fee applicable to the relevant intake shall be granted the freezing of the amounts paid up to that date (namely, the enrolment fee only, or both the enrolment fee and the tuition fee).
Any commercial benefits previously granted shall be revoked where only the enrolment fee has been paid.
Where the Student applies for the freezing of their studies after the above deadlines have expired, the Student shall remain liable for payment of any outstanding amounts due (including the full tuition fee), in accordance with the deadlines set out in these Regulations.

14.6 A Student enrolled in the subsequent year who requests freezing in the period between the last deadline established for Program enrolment renewal (31 July) and the deadline for payment of tuition (30 September) will be granted the freezing of the amounts paid up until that moment (enrolment fee or enrolment fee and tuition). In such cases any commercial benefits granted will be revoked. If a student enrolled in the subsequent year requests freezing after the deadline of 30 September, they must pay whatever is still due (tuition).

14.7 Any amounts already paid and subject to freezing shall not be refunded if the Student does not resume their studies in the academic year immediately following the one for which the freezing was granted.
Where the Student resumes their studies, they shall be required to pay the full tuition fee for the subsequent academic years, without the application of any commercial benefits that may have been revoked pursuant to Articles 14.5 and 14.6 above.

Art. 15 INTERRUPTIONS OF STUDIES

15.1 A student who has not yet enrolled in the subsequent year has the right to ask for the interruption of their studies

according to the procedures and terms set out in the Academic Regulations, thus being exempted from the payment of fees.

15.2 A request for interruption must be submitted to IED by and no later than 31 July, the deadline prescribed for re-enrolment in Programs after the first year.

15.3 A Student who has already renewed enrolment for the following academic year may not interrupt their studies, subject to the following exception: where the Student has taken advantage of an advance-payment promotion, they may request interruption no later than 31 July. In that case, IED shall refund the amounts already paid for early renewal.

15.4 From 1 August, a Student who has already renewed enrolment may not request interruption of studies, even if they have taken advantage of an advance-payment promotion. Any request for suspension shall be treated as a request for annual freezing, according to the procedures and conditions set out in Article 14 of these Regulations and in the DAPL Academic Regulations.

15.5 During the period of interruption, it will not be possible to attend lessons of the Programs or take exams.

15.6 After talking to the Student, IED will decide when and how to restart attendance at lessons.

15.7 A Student who has not informed IED in writing of their intention to interrupt their studies must pay the enrolment fee due for each year of interruption upon any subsequent re-enrolment.

Art. 16 TERMINATION OF STUDIES (WITHDRAWAL FROM THE PROGRAMS)

16.1 Termination of studies is governed in the manner set out in the Academic Regulations.

16.2 Termination of studies is an irrevocable act of the student and implies the forfeiture of the status as Student as well as being barred from access to the spaces and services dedicated to academic activities.

Art. 17 REFUND PROCEDURE

17.1 In the event of withdrawal from studies communicated within the fourteenth (14th) calendar day from the date of enrollment, IED shall reimburse the student exclusively for 100% of the enrollment fee paid and, if already paid, the tuition fee, without interest and/or revaluation. All other amounts paid shall be retained by IED as reimbursement for administrative, academic, and ancillary expenses, as consideration for services already rendered, and as a contractual penalty, in addition to any other amounts due and paid pursuant to Article 3 of this Regulation.

17.2 Where a withdrawal is communicated after the fourteenth (14th) calendar day following the date of enrolment and no later than 15 September for a Student enrolled in a 1st intake Program, or no later than 15 December for a Student enrolled in a 2nd intake Program, IED shall refund to the Student only an amount equal to 100% of the tuition fee paid, without interest or indexation. IED shall retain the enrolment fee, the DSU Fee, where applicable, and any additional amounts paid as reimbursement of administrative, academic, and ancillary expenses, as well as any amounts paid as consideration for services rendered and as a penalty, in addition to any amounts due and paid pursuant to Article 3 of these Regulations.

17.3 Where a withdrawal is communicated by a Student enrolled in a 1st intake Program after 15 September and no later than 15 January, or by a Student enrolled in a 2nd intake Program after 15 December and no later than 15 February, IED shall refund to a Student resident in the EU only an amount equal to 50% of the tuition fee paid, without interest or indexation. IED shall retain the enrolment fee, the DSU Fee, 50% of the tuition fee, and any additional amounts paid as reimbursement of administrative, academic, and ancillary expenses, as well as any amounts paid as consideration for services rendered and as a penalty, in addition to any amounts due and paid pursuant to Article 3 of these Regulations.

No refund shall be granted to a Student resident outside the EU.

17.4 In any case of withdrawal communicated beyond the deadlines set forth above, the student who withdraws from studies shall remain liable for the full payment of both the enrollment fee and the tuition fee and, consequently, shall not be entitled to any refund of amounts already paid. The amounts paid shall be retained by IED as reimbursement for administrative, academic, and ancillary expenses, as consideration for services already rendered, and also as a contractual penalty, in addition to any other amounts due and paid pursuant to Article 3 of this Regulation.

17.5 Students who have not obtained their upper secondary school diploma by the applicable deadline set out in Article 4.5 of these Regulations may obtain a refund of any amounts already paid by submitting to IED, no later than 15 calendar days following that deadline, written notification accompanied by documentation evidencing failure to obtain the qualification. This provision specifically governs refunds for failure to obtain the admission qualification: the deadlines and refund limitations set out in Articles 17.2, 17.3 and 17.4 above for withdrawal from studies shall not apply to this case. The provisions of Article 17.8 concerning refunds of the regional tax for the Right to Higher Education shall remain applicable.

17.6 Repeating Students, as referred to in Article 4.21 above, who have taken advantage of the promotion under Article 6.20 by enrolling early for the following academic year and paying the enrollment fee, the tuition fee, and, where applicable, the regional student support fee (tassa regionale per il Diritto allo Studio), may withdraw from their studies and request a refund of any amounts already paid if they decide not to continue their studies. The

withdrawal must be formally communicated in writing no later than September 30 of the academic year for which early enrollment was completed. It is understood that the regional student support fee, if applicable, shall not be refundable.

17.7 In any case, the fee for evaluating previous academic work paid by Students coming from other academies, universities, bodies and institutions may not be refunded and shall therefore be retained by IED as reimbursement for administrative and ancillary expenses incurred in performing the relevant assessment.

17.8 The regional tax for the Right to Higher Education may be refunded only in the event of failure to possess or meet the requirements necessary for matriculation and enrolment in the Diploma Accademico di Primo Livello Study Program, as provided for in Articles 3 and 4 of these Regulations. Refund of the regional tax for the Right to Higher Education is subject to the submission, before the start of the Study Program, of documentation evidencing the failure to possess or meet the above requirements. It is understood that, after such deadline, the regional tax for the Right to Higher Education shall not be refundable.

17.9 Students requiring a visa whose entry visa for Italy has been refused may obtain a refund of any amounts already paid, without prejudice to the amounts due and paid pursuant to Article 3 of these Regulations, by notifying withdrawal in writing and submitting documentation evidencing the refusal of the entry visa by the Diplomatic Authorities within the following deadlines: for the 1st intake, by 31 December of the calendar year in which the Program commences; for the 2nd intake, by 31 March of the calendar year in which the Program commences. The regional tax for the Right to Higher Education shall be refunded only if the above documentation is submitted by the start of the Study Program; after that deadline, the regional tax for the Right to Higher Education shall not be refundable.

17.10 An Auditor has the right to renounce continuation of their studies, submitting a specific written termination request. In the event of a termination request submitted before 50% of the total hours of the program have been completed, IED shall refund 50% of the amount paid. If the termination request is submitted after this term, the student shall not have the right to a refund of what has been paid.

17.11 In the event of failed acceptance of the application for matriculation and/or enrolment, IED shall only refund the student any sums already paid, except for amounts paid in accordance with art. 3 of these General Regulations, without interest and revaluation and without the student having any right to compensation and/or indemnity of any kind.

17.12 If persons on a waiting list are not registered for the relevant Program (as governed by these General Regulations), or if the Program is not held (as per article 18 below), IED will refund what has been paid, subject to submission of the duly and properly completed relevant forms signed by the person on the waiting list or by the student whose Program is not held.

17.13 Any request for a refund shall be subject to the Student being in good standing with respect to their administrative obligations. All refunds will be made within 15 working days from acceptance of the refund request by the Site's Management. In the event of invalid and/or incomplete information, IED shall not be liable for any delays with respect to the above term. The refund shall be made net of any expenses and bank charges. The sums refundable pursuant to this article do not provide for the recognition of interest and/or revaluation, nor may the recognition of said sums give rise to any right to further compensation and/or indemnity, however considered, to the student.

Art. 18 NON-ACTIVATION OF STUDY PROGRAMS

18.1 IED reserves the right, at its sole discretion, not to activate one or more Study Programs and/or a specific intake where an adequate number of enrolments has not been reached, or where the necessary academic, logistical, organisational, or administrative support requirements are no longer met, including after the opening of the enrolment period.

18.2 If a Program and / or the specific intake is cancelled, the students shall be refunded what they have already paid to IED for any reason, without interest or revaluation and without this generating any right to compensation and/or indemnity of any kind to the student. The refund procedures are set out in art. 17 above.

Art. 19 OWNERSHIP OF PROJECTS

19.1 In order to guarantee and safeguard the student and all their rights in dealings with third parties, where not otherwise agreed IED shall have exclusive ownership of all rights to working papers, theses and any other work and/or design created or conceived by such Student, individually or together with other Students, while attending the Programs and/or during extracurricular activities governed by art. 12 of these General Regulations. As a result, the student herewith transfers to IED, free of charge and without limitation of space or time, all rights to working papers, theses and any other work and/or design created or conceived by such Student, individually or together with other Students, while attending the Programs and/ or during extracurricular activities governed by art. 12 of these General Regulations.

IED shall assess the possibility of re-establishing such rights on a case-by-case basis upon a Student's specific request. In any case, the student shall have the right to be recognised as Author of what they have created while attending the Programs and/or during extracurricular activities governed in accordance with art. 12 of these General Regulations.

19.2 The student's rights regarding what has been conceived and/or created by them, including the possibility of transferring rights of use and exploitation to third-parties, shall be governed by specific agreements.

19.3 The student expressly authorises IED to freely use without charge, for promotional and dissemination purposes and in compliance with current legal provisions, working papers, theses and any other work and/or design created or conceived by such Student.

19.4 Except where specifically authorised in writing by IED and any other parties involved, the Student agrees not to disseminate to third parties or to publish on means of communication or via mass media (including but not limited to websites or the internet in general, publications or magazines) working papers, theses, works and/ or projects created and/or conceived by such Student, by other Students, by lecturers and/or assistants of IED during the Programs and/or during all extracurricular activities, none excluded.

19.5 A Student who wishes to proceed autonomously with the development of said projects must submit a written request to IED.

Art. 20 REGULATIONS OF CONDUCT AND DISCIPLINARY MEASURES

20.1 The student's conduct at IED must reflect fairness and respect for other people, the facilities, equipment and any other right, and avoid any behaviour compromising the proper conduct of the Programs.

20.2 IED and the Site's Management reserve the right to take action to obtain compensation for any damages suffered in any way.

20.3 The student must comply with the provisions contained in the Disciplinary Regulations.

20.4 Failed compliance with the provisions set out in these Regulations and in other Regulations in force may imply the application of the following disciplinary sanctions against the student, proportional to the severity of the facts ascertained: verbal warning, written warning, suspension, expulsion.

20.5 The procedures for applying the sanctions are governed by the Disciplinary Regulations.

20.6 IED cannot be held liable for damages to objects and/or persons deriving from assaults, fights, theft and/or acts of vandalism, including those taking place on its premises.

Art. 21 COMMUNICATIONS BETWEEN IED AND THE STUDENT AND COMMUNICATIONS WITH THE STUDENT'S FAMILY

21.1 IED provides each student with a personal email address that acts as the official channel of communication between IED and the student. All communications from IED are made to such email address, which the student must check on a regular basis. The termination of student status for whatever reason and/or cause shall result in the consequent termination of the assigned email address, which shall therefore no longer be active.

21.2 The student authorises IED to directly inform their family of any inability and/or difficulty in attending academic activities due to serious reasons, including health-related issues, which may result in harm or detriment to the student or to third parties.

Art. 22 EFFECTS OF ANY LEGISLATIVE, ADMINISTRATIVE AND/OR JUDICIAL MEASURES

22.1 Any future measures of a legislative, administrative and/or judicial nature that modify, suspend, revoke and/or cancel the authorisations granted to IED by the Ministry of Universities and Research in any way shall not give the student any right to claim compensation and/or restitution of any kind against IED, even if related to the Program the student is matriculated and/or enrolled in.

Art. 23 FORCE MAJEURE

23.1 For the purposes of this clause, "Force Majeure" shall mean any event that is unexpected, unforeseeable or irresistible, and in any case beyond IED's control, including but not limited to: extreme weather conditions, floods, landslides, earthquakes, storms, lightning, fire, subsidence, epidemics and/or pandemics, acts of terrorism, biological warfare, outbreaks of military hostilities (whether or not war is declared), riots, explosions, strikes or other labour unrest, civil disturbances, sabotage, expropriation by governmental authorities, or any other event beyond the reasonable control of IED.

23.2 IED shall not be held liable for any failure or delay in fulfilling its obligations due to Force Majeure.

23.3 In such cases, IED shall have the right to reschedule or reorganise didactic and training activities, or any other activities relating to Study Plans and/or Programs, even at different times than those originally scheduled. In no case shall IED be required to provide reimbursement, compensation or indemnity to the student.