

JANUARY ACADEMIC OFFER • 2024-25

	INTAKE	START DATE	END DATE	NUMBER OF WEEKS	LESSON HOURS	COURSE TYPE	ENROLMENT FEE	TUITION FEE
<input type="checkbox"/> Fashion Design 1*	January 2024	8 January 2024	2 August 2024	24	360	Undergraduate Progression	INR 100,000	INR 820,000
<input type="checkbox"/> Fashion Design 2**	January 2025	6 January 2025	1 August 2025	24	360	Undergraduate Progression	INR 100,000	INR 820,000
<input type="checkbox"/> Fashion Styling 1*	January 2024	8 January 2024	2 August 2024	24	360	Undergraduate Progression	INR 100,000	INR 820,000
<input type="checkbox"/> Fashion Styling 2**	January 2025	6 January 2025	1 August 2025	24	360	Undergraduate Progression	INR 100,000	INR 820,000
<input type="checkbox"/> Fashion Business 1*	January 2024	8 January 2024	2 August 2024	24	360	Undergraduate Progression	INR 100,000	INR 820,000
<input type="checkbox"/> Fashion Business 2**	January 2025	6 January 2025	1 August 2025	24	360	Undergraduate Progression	INR 100,000	INR 820,000
<input type="checkbox"/> Interior Design 1*	January 2024	8 January 2024	2 August 2024	24	360	Undergraduate Progression	INR 100,000	INR 820,000
<input type="checkbox"/> Interior Design 2*	January 2025	6 January 2025	1 August 2025	24	360	Undergraduate Progression	INR 100,000	INR 820,000

* Tick the box, if you want to be considered for Year 2 of the undergraduate course in Europe.

** Tick the box, if you want to be considered for Year 3 of the undergraduate course in Europe - EARLY BIRD PACK.

APPLICATION & ENROLMENT INFORMATION

FOR UNDERGRADUATE PROGRAMMES

- Application form
- 1 passport size photo
- Signed personal statement
- Copy of high school diploma and school certificates
- CV
- Copy of passport / ID
- Copy of bank transfer of enrollment fee
- Signed terms and conditions 2024-25

1) The portfolio must demonstrate skills in design, creativity and technical competences, and be composed of at least 10-12 drawings, photos or slides, supported by a brief description of their personal contribution to the development of the project.

2) Essay topic will be assigned by the academic team.

APPLICATION FORM

1 • Personal data

Family name Name
Place of birth Date of birth (dd/mm/yy) Sex m / f Nationality

2 • Permanent address

Address City/state Postcode/zip code Country
Parent's Email ID Parent's Mobile Number Student's Email ID Student's mobile number

3 • Emergency Contact

Name Contact Relationship

4 • Previous studies

Name of higher education From/to City and country
Qualification and subject School/College Name

5 • Language skills:

English None Basic Good Advanced Mother tongue

6 • Have you previously studied at Istituto Marangoni?

Yes Course and school No

7 • I pay the tuition fee of the chosen course to:

Mumbai Participant:

INR Account
Name: ISTITUTO MARANGONI MUMBAI TRAINING CENTRE PRIVATE LIMITED
INR Account: 006-220115-001
Bank: HSBC - Fort Main branch
Address: 52/60, M.G. Road, Fort, Mumbai - 400 001
HSBC Swift ID: HSBCINBB
IFSC Code (for RTGS / NEFT): HSBC0400002
MICR Code: 400039002

When making the bank transfer, please use full name as state in your passport as payment reference.
Please provide a copy of the remittance.

I confirm that all the information provided in this application and the enclosed documentation is correct. I have read and I accept the terms and conditions of application for the courses.

Date Applicant / Guardian's Signature



PROGRESSION ABROAD

The Fashion Design, Fashion Styling, Fashion Business and Interior Design progression programmes consist of three (3) distinct levels ranging from an introductory level, working through to a higher comprehension of skill and study. Participants must successfully pass each level before progressing onto the next level of study.

Progression Abroad – European Study Options

Participants successfully completing the undergraduate progression programmes in Mumbai have the opportunity to further excel in design, creativity and research, by opting to a study pathway at one of Istituto Marangoni's School's, Milano, Firenze, London or Paris.

1. Entering Year 2 of the Undergraduate Course in Europe:

After successful completion of the progression programmes (Level 1), meritorious participants have an option to opt to enter the second year of the full-time 3-year undergraduate course in Milano, Firenze, London or Paris. Pricing for the 2nd year in Europe is as published in the admissions pack for the corresponding school. Participants wishing to attend classes in Milano, Firenze or Paris (RNCP Diploma) must meet the entry English language requirement at level B1 (cefr) equivalent to IELTS 5.0, and have a minimum age of 18. Participants wishing to attend classes in London or Paris (BA Degree) must meet the entry English language requirement at level B2 (cefr) equivalent to IELTS 6.0 without elements below 5.5, and have a minimum age of 18.

Progressing EARLY BIRD PACK: students can benefit from a 20% deduction on the 2nd year, only if applying immediately after the conclusion of the 1st year in Mumbai (no gaps allowed between each level).

2. Entering Year 3 of the Undergraduate Course in Europe:

After successful completion of all two progression programmes (Level 1 - 2), meritorious participants will have an option to opt to enter the third and final year. Participants wishing to attend classes in Europe (Milano, Firenze or Paris) must meet the entry English language requirement at level B1 (cefr) equivalent to IELTS 5.0, and have a minimum age of 18. Participants who enrol in all 2 levels (Level 1 - 2) progressing to the 3rd year in Europe, will benefit from a special price for the 3rd year (Progressing Early Bird Pack).

Progressing EARLY BIRD PACK: students can benefit from a 20% deduction on the 3rd year, only if applying immediately after the conclusion of the 2nd year in Mumbai (no gaps allowed between each level).

On successful completion of that programme they will be awarded the 3-year Undergraduate Diploma from the Italian schools or 3-year RNCP2 Diploma from the Paris school or or 3-year undergraduate BA (Hons) degree3 programme from the London or Paris schools.



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The application form (“Application”) and the following terms (“Terms”) set out the basis of your application to study at Istituto Marangoni Mumbai Training Centre Private Limited (“Istituto Marangoni Mumbai”, “we”, “our” / “us”) and will be an integral part of the present agreement (“Agreement”) between you and Istituto Marangoni Mumbai. The Terms determine your rights and obligations, as well as our obligations and the limitations of our liabilities to you. It is therefore very important that you read and understand these Terms before you fill in the Application. With specialized courses in fashion design, accessories design, pattern cutting, visual merchandising and marketing, Istituto Marangoni introduces current world leading European fashion trends while maintaining the balance between fashion creativity and business benefit.

Istituto Marangoni Mumbai is located in Ceejay House, a modern coastal building in the heart of Worli – one of the most desired neighbourhoods of Mid-Mumbai, the city’s original Business District and a centre for art, fashion and education. Istituto Marangoni Mumbai offers only certificate programmes and none of the courses offered by Istituto Marangoni Mumbai lead to the award of any degree, diploma or doctorate. Courses offered by Istituto Marangoni Mumbai do not fall with the ambit of the AICTE or are recognised by the UGC. Istituto Marangoni Mumbai is not accredited by the National Board of Accreditation.

For any further information, we kindly ask you to contact a member of our staff before you submit the Application.

Istituto Marangoni Mumbai and you have collectively been referred to as “Parties” and individually as “Party”.

1. APPLICATION AND ENROLMENT

1.1. The Application (once it has been accepted by us in accordance with clause 1.4) and this terms (“Agreement”) regulate the entire understanding between the Parties. Before you submit your Application, please check that all sections of the Application have been duly filled in.

1.2. By submitting the Application (whether you do so directly or by means of representative or parent/legal guardian who is authorised to act in your name and on your behalf):

- You declare that you wish to enrol in the chosen course on the basis of these Terms, and only Istituto Marangoni Mumbai has the exclusive right to accept or decline your offer at its own discretion;
- You accept to pay an enrolment fee (or single fee) equal to the amount mentioned in the Application. Istituto Marangoni Mumbai cannot admit you to a course unless you have paid the enrolment fee (or single fee) within the required deadline, and unless you have provided the documentation listed in the Application and accepted all the Terms of this Agreement;
- You confirm that you have fully understood that Istituto Marangoni Mumbai offers only certificate programmes and none of the courses offered by Istituto Marangoni Mumbai lead to the award of any degree, diploma or doctorate. Courses offered by Istituto Marangoni Mumbai do not fall with the ambit of the AICTE or are recognised by the UGC. Istituto Marangoni Mumbai is not accredited by the National Board of Accreditation.

1.3. The payment of the enrolment fee (or single fee) will need to be effective prior to or at the time of submitting the Application, and according to the methods of payment specified in the Application itself. If the payment is made by bank transfer, a copy of the bank operation will need to be attached to the

Application.

1.4. On receipt of your enrolment fee (or single fee), of the completed Application and of the documents listed in the Application, in the present Agreement and government identity proof of the legal guardian (if requisitioned by us, on case to case basis), we will check that you satisfy the eligibility criteria of the course you have chosen, and we will send you a written notice about whether you have been admitted to the course or not. This Agreement will become effective only when the Istituto Marangoni Mumbai sends you this written acceptance of your Application.

1.5. For all students who do or do not need a visa to stay in India, the payment of the enrolment fee must be received by the Istituto Marangoni Mumbai in one single payment by ninety (90) days before the beginning of the course, even if the students in question are signed up for the re-assessment exams (“resit 1”).

1.6. The enrolment fee (or single fee) can only be refunded in the following cases:

- if the Istituto Marangoni Mumbai declines your Application in accordance with clause 1.4;
- if your Application for a visa is not accepted and we receive a copy of the letter of rejection issued by the authorities in accordance with clause 5.3;
- if the course is cancelled pursuant to clause 4.5;
- if your Application is presented pursuant to clause

6.1, in case you decide to exert the right described therein. In case your visa application is rejected, the reimbursement of the enrolment fee will be possible only if you present the official documentation within and no later than 15 days after the beginning of the course. After this date, it will only be possible to defer the enrolment to the first available date.

1.7. If the enrolment fee (or single fee) is paid by cheque or bank transfer, the Application will not be assessed until the amount has been collected by us. We will proceed to give you a confirmation of the payment after we have received a confirmation from our bank.

2. FEES AND ADDITIONAL COSTS

2.1. Late fee of Rs. 250 per day with applicable taxes is imposed on inability to comply with the fee payment deadlines.

2.2. The respective tuition fees for each course (“Fees”) are detailed on our website [www.istitutomarangoni.com]. Please note that Istituto Marangoni Mumbai reserves all the rights to change the Fees, from time to time, without any prior notification. The payment of the Tuition Fees will need to be received by Istituto Marangoni Mumbai, in one single payment, by thirty (30) days before the beginning of the course.

2.3. For enrolments after the abovementioned deadlines, the payment of the enrolment fees and of the Tuition Fees will need to be made in one single payment within and no later than a week after the date of the confirmation of admittance to the course, and in any case never after the beginning of the respective course itself.

2.4. In addition to aforementioned fees, you may also be required to pay the following additional costs. The following is an example, but not an exhaustive list:

- administration fees, including:
 - sanctions for every late or dishonoured payment (“default payments”);

- an additional fees for any course transfer or course deferral granted in accordance with clause 6.3;
 - any other costs we may reasonably incur as a consequence of your failure to comply with these Terms or with the student handbook, which will be provided to you at the time of your enrolment;
 - any taxes or duties to be paid according to the national or regional laws in force at the time this Agreement is signed or that should be enacted later.
- fees payable to third parties, including:
 - any other cost or expense you may incur in the course of your studies or in relation to this Agreement (including, but not limited to, the cost of purchasing textbooks, course materials, accommodation, food, and transportation).

2.5. If you fail to pay the fees by the established deadlines, the Agreement will be terminated, except in case of an extension granted in writing, at the absolute discretion of Istituto Marangoni Mumbai.

2.6. In case you fail to pay part or all of the fees or any additional cost, we reserve the right to take one or more of the following actions (at our reasonable discretion):

- suspend or expel you from the course;
- prevent you from registering for the course examinations;
- prohibit you to take part in the course examinations;
- withhold your exam results;
- suspend the issuing of any certificate;
- suspend the issuing of any documentation to extend your visa; and/or
- inform the police station and any other relevant offices about the interruption of your studies and attendance of the course; and
- terminate this Agreement on written notice.

3. STUDENTS’ OBLIGATIONS

3.1. You declare, under your exclusive liability, that all the information provided in your Application is complete, upto- date, and true in all respects.

3.2. You agree and declare that:

- you are competent to enter into this Agreement under the Indian Contract Act, 1872 and have not misrepresented your age to enter into this Agreement; or
- you are below the age of 18 years and all acts done under this Agreement have been done under the supervision of and with the consent of your parent/legal guardian.”

3.3. You agree and commit to:

- officially enrol at the beginning of the course;
- comply with the Agreement, the student handbook, and the regulations of Istituto Marangoni Mumbai, as well as with any reasonable request of our staff;
- at all times comply with all requirements imposed by the law, by the regulations and judicial orders, which may include assessments of your criminal record and/or medical check-ups. In particular, for students holding a visa, you commit to apply for the certificate of registration with the local Foreigners Regional Registration Officer (“FRRO”), if applicable. A copy of the respective documentation shall be provided to Istituto Marangoni Mumbai.
- keep Istituto Marangoni Mumbai informed about:
 - any change in your visa status; and
 - any change in your personal data (including your domicile and contacts in case of emergency) provided in the Application;
- not plagiarise the work produced by any third parties, as is expressly stated

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in clause 11;

f) behave appropriately at all times and in such a way as not to:

- (i) cause disturbance, injury or damage to others (in particular, to other students, our staff, collaborators, representatives and visitors) or to any of our property;
- (ii) hinder or prevent the regular development of the course programmes we offer; or
- (iii) damage our reputation.

3.4 If you fail to comply with your obligations under clause 3.2 and 3.3, we may, at our discretion:

- a) notify you of your failure to comply and, if appropriate, arrange a meeting with you; and/or
- b) if the breach is substantial and persistent, expel you from your course with immediate effect and terminate the contract at any time on written notice.

3.5. You are required to attend the entire course you have chosen. If your attendance in the course falls below the limits set in the student handbook and the programme of the course (regardless of the reason for each absence), we will inform you in writing that if you fail to attend the course for longer periods of time, you may be expelled from the course. If, following such notice, your attendance in the course continues to be unsatisfactory according to our reasonable discretion, we reserve the right to:

- a) prevent you from taking part in examinations; and
- b) expel you from the course at any time and with immediate effect and terminate this Agreement.

In case you fail to attend or if your attendance is insufficient, Istituto Marangoni Mumbai may take such action as it may deem necessary or fit.

3.6. If you do not achieve the required pass marks, as specified in the student handbook and in any communication from the staff, you are not entitled to receive the final certificate. Istituto Marangoni Mumbai shall decide, at its own discretion, whether to allow you to re-sit one or more examinations, considering all reasonable factors, including (but not only) your attendance in the course.

4. THE ISTITUTO'S INDIA RIGHTS AND OBLIGATIONS

4.1. We shall provide courses on skill building and training with reasonable skill and care.

4.2. We reserve the right to revise and amend the terms of this Agreement, upon prior notice to you.

4.3. The courses will be held according to the times, dates, and programmes established by the management of Istituto Marangoni Mumbai, which reserves the right to make any necessary variations at any time.

4.4. If Istituto Marangoni Mumbai makes any changes pursuant to clauses 4.2 and/or 4.3 that substantially modify this Agreement, you may choose to withdraw from the course and terminate the Agreement. Istituto Marangoni Mumbai will provide an appropriate refund, at its discretion (for instance: considering the remaining part of the course at the time of termination).

4.5. Istituto Marangoni Mumbai reserves the right to cancel the course prior to its commencement by giving you notice in writing (if possible, at least two (2) months before the beginning of the course) if:

- a) an insufficient number of students should enrol in the course; or
- b) the necessary conditions to commence the course do not exist.

4.6. In the event that we cancel the course pursuant to clause 4.5, you will be entitled to a full refund of the enrolment fee (or single fee), the Fees and any other fee already paid to us under this Agreement or the Application.

5. COMPLIANCE WITH VISA PROCEDURE

Students who need a visa should respect the following points:

5.1. observe all norms, regulations and requirements established by the Indian government regarding student visas. The requisite and applicable norms, regulations and requirements are available on the website <http://boi.gov.in>.

5.2. provide us with a copy of your student visa immediately after you receive it and in any case before the date of the beginning of your course, and inform us immediately about any delay in the reception of your student visa.

5.3. inform us immediately if your application for a visa is declined, and send us a copy of the letter of decline. In this case we will refund the enrolment fee (or single fee), the Fees and any other fees which you have paid;

5.4. if this Agreement is terminated for any reason, do not proceed with any request for a visa based on your original enrolment in Istituto Marangoni Mumbai and do not use the documentation provided by Istituto Marangoni Mumbai for any other purposes. If, you act contrary to the mentioned conduct, Istituto Marangoni Mumbai reserve the right to notify the police and the designated authorities about the termination of the present Agreement;

5.5. complete the course within the timeframe specified on your visa. If you fail to do so, we will not be able to guarantee the visa extension;

5.6. provide us with the following information and documents:

- a) your valid passport in the original version, containing the documents stating your immigration status in India, your certificate of registration with the FRRO along with the supporting documents, if any;
- b) on request, any original documents you have attached in copy to your Application;
- c) your updated contact details, including your residential address in India, telephone number (landline and mobile) and contact person in case of emergency;
- d) prior notification of any intended absence from your course for any period in accordance with clause 3.4 and the student handbook;
- e) prior notification of any intended withdrawal from the course, with supporting evidence of return to your country of origin in accordance with the student handbook;
- f) any other information or change in circumstances, which could have an impact on your immigration and visa status.

5.7. Before you complete your course, you must inform us in writing if you are:

- a) leaving India, or
- b) staying back in India and, in this case, on what basis (for example, if you plan to stay as a student to take a further course).

5.8. Complying with the extant applicable Indian regulations concerning entry visas and residence permits is the student's sole responsibility.

6. CANCELLATION RIGHTS, COURSE TRANSFERS, AND TERMINATION

6.1. If you submitted your Application online, by fax, regular mail or electronic mail (but not in person), a fourteen (14) day cancellation right will apply. You are entitled to cancel the Agreement within fourteen days of the date on which

you receive our acceptance letter in accordance with clause 1.4. If you decide to cancel the Agreement, you must notify us within fourteen (14) days by post (with return receipt), fax or certified e-mail to the contact details provided on our website. In the event of cancellation in accordance with the present clause, we will refund the enrolment fee (or single fee), the Tuition Fees and any other fees already paid by you (or by your representative) within thirty (30) days of receiving such notice.

6.2. In addition to the termination rights set forth in this Agreement, each Party may, in the event of a substantial or persistent breach by the other Party, terminate the Agreement with immediate effect by providing written notice to the breaching Party.

6.3. At our own discretion, we may allow you to transfer to a different course from the one you have chosen, provided that you request to do so in writing no later than one week after the beginning of the course and that you pay the non-refundable administration fee, pursuant to clause 2.4 a) II). If your visa should not cover the period necessary to complete the new course, we will not allow you to transfer to that course. If the new course is shorter than the one for which you have obtained your visa, you will have to comply with the necessary and applicable guidelines and make the requisite notifications to the designated authorities.

6.4. Only for students who need a visa, the request to defer the course may imply the cancellation of the Agreement, except for cases in which Istituto Marangoni Mumbai wishes to grant an extension for exceptional reasons. In this case, you will need to submit a new application form in accordance with clause 1, before the date of commencement of the course. If you are in India at the time of the cancellation of the course, you may be forced to leave the country.

7. REFUND POLICY

7.1. We will refund the enrolment fee (or single fee), the Fees and any other fee you have paid to us if we do not accept you into the course pursuant to clauses 1.4, 4.6 and 5.3. If you cancel this Agreement in writing, prior to the commencement of the classes for the enrolled course, we will refund your Tuition Fees in accordance with clause 7.2, 7.3 and 7.4.

7.2. In the event that this Agreement is cancelled by you, the following conditions with respect to refund shall apply:

- a) 100% of the Tuition Fees shall be refunded, if the cancellation of the Agreement is communicated to us at least ninety (90) days prior to the commencement of classes for the course enrolled, in writing;
- b) 70% of the Tuition Fees shall be refunded, if the cancellation of the Agreement is communicated to us at least sixty (60) days prior (but not earlier than eighty nine (89) days prior) to the commencement of classes for the course enrolled, in writing;
- c) 50% of the Tuition Fees shall be refunded, if the cancellation of the Agreement is communicated to us at least thirty (30) days prior (but not earlier than fifty nine (59) days prior) to the commencement of classes for the course enrolled, in writing;
- d) 30% of the Tuition Fees shall be refunded, if the cancellation of the Agreement is communicated to us one (1) day (but not earlier than twenty nine (29) days) prior to the commencement of classes for the course enrolled, in writing; and
- e) No refund shall be given, if the Agreement is cancelled any time on and after the commencement of classes for the course enrolled.

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For the purposes of this clause, commencement of classes shall mean the first day on which the orientation / introduction or class by whatever name called for a particular course is scheduled to take place. Notwithstanding anything mentioned above, we have the right, at our sole and absolute discretion, to withhold the Tuition Fees paid against any reasonable costs incurred by us and the losses suffered.

8. INFORMATION SHARING AND DATA PROTECTION

8.1. Istituto Marangoni Mumbai will be collecting personal data and sensitive personal data and information for its internal administrative and other purposes and may also transfer and share such data with its group entities. The student authorizes (directly or in case of a student below the age of 18 years, with the consent of his/her parent/ legal guardian) Istituto Marangoni Mumbai to process his/her personal data and sensitive personal information and data and grants his/her lawful consent (in case of a student below the age of 18 years, with the consent of his/her parent/legal guardian) to collect, receive, possess, store, deal, transfer or handle such data.

8.2. Istituto Marangoni Mumbai may, at its own discretion and on case to case basis, collect personal data and information of the legal guardian of the students for its internal administrative and other purposes and may also transfer and share such data with its group entities. The legal guardian authorizes Istituto Marangoni Mumbai to process his/her personal data and information and grants his/her lawful consent to collect, receive, possess, store, deal, transfer or handle such data.

8.3. Istituto Marangoni Mumbai undertakes that all personal data and sensitive personal information and data collected by it shall at all times be handled and processed in accordance with the Information Technology Act, 2000 and rules framed thereunder.

9. LIMITATIONS OF LIABILITY

9.1. Neither Party shall be responsible for any loss suffered by the other Party as a consequence of this Agreement, unless such loss was caused by negligence or serious misconduct.

9.2. The total liability of either Party under this Agreement (whether in contract or tort, including negligence) shall not in any event exceed the aggregate of all the fees, for the respective course or for any insurance cover we may have, whichever may be highest.

9.3. You will be liable to pay for any damage caused by you to our premises or property.

9.4. This clause does not in any way exclude or limit:

- either Party's liability for the death or personal injury caused by its negligence; or
- either Party's liability for fraud or fraudulent misrepresentation; or
- any other matter for which it would be illegal or unlawful to exclude or attempt to exclude either Party's liability.

10. EVENTS BEYOND OUR CONTROL

10.1. We will not be liable or responsible for any failure to perform, or delay in performing, any of our obligations under this Agreement due to reasons of force majeure or to an event beyond our reasonable control, including, but not limited to, changes in the extant applicable laws and regulations, actions or delays by any government authority, or refusals on behalf of any such authority to grant the necessary consents or licenses, and in general due to reasons of force majeure that cannot be attributed to the Istituto Marangoni Mumbai, including national and local strikes and delays or defaults of third parties or suppliers.

11. INTELLECTUAL PROPERTY

11.1. The copyright, design right, and any other intellectual property right contained in the material of each course, in the examination papers and other documents or items prepared by us or produced in relation to the courses (which includes any material prepared by our employees, collaborators and representatives) will belong exclusively to us and to our licensors.

11.2. Students may not use the material, documents or any other items described in clause 11.1 for any commercial purpose.

11.3. Students' works written and collected during exams and written tests and any material produced by the student during the course, including (but not only) the drawings of the projects, sketches, samples, models, tests and the finished pieces and their respective intellectual rights, remain property of Istituto Marangoni Mumbai, which reserves the right to display them, reproduce them and publish them. The student agrees to assign this right to us by signing the present Agreement.

11.4. Subject to clause 11.5 below, you warrant and assure that the works are your original work and are not partially, entirely or substantially copied from any other work or material or any other source and that they, to your knowledge, do not infringe the rights of any third party.

11.5. In the event that the copyright or any other intellectual property right subsisting in the works or any part of it, belongs to third parties, you warrant and assure that you have asked for their consent and/or authority to deliver the works to us and in any case you commit to protect and indemnify Istituto Marangoni Mumbai from each and every responsibility concerning the use of material that has been developed, conceived and/or produced by a third party.

12. JURISDICTION

12.1. Any dispute concerning the execution and interpretation of the Agreement shall be submitted to the exclusive jurisdiction of the courts in Mumbai, India.

13. SEVERENCE

13.1. The Terms of this Agreement is severable and distinct from the others and, if any provision is, or at any time becomes, to any extent or in any circumstances invalid, illegal or unenforceable for any reason, that provision shall to that extent be deemed not to form part of this Agreement but the validity,

legality and enforceability of the remaining parts of this Agreement shall not be affected or impaired.

14. REPRESENTATION

14.1. For the purpose of this Agreement, the student and the student's parent/legal guardian represent as follows:

- the student signing this Agreement is above 18 years of age; or
- since the student is signing this Agreement is not above 18 years of age, the student's parent/legal guardian is entering into this Agreement on behalf of the student and all actions required to be undertaken and consents required to be obtained under this Agreement are done and given, respectively by the student's parent/ legal guardian till the time the student attains the age of 18 years.

Date

Applicant / Guardian's Signature



AUGUST ACADEMIC OFFER • 2024-25

	INTAKE	START DATE	END DATE	NUMBER OF WEEKS	LESSON HOURS	COURSE TYPE	ENROLMENT FEE	TUITION FEE
<input type="checkbox"/> Fashion Design Intensive	August 2024	20 August 2024	9 May 2025	32	480	One Year	INR 150,000	INR 949,000
<input type="checkbox"/> Interior Design Intensive	August 2024	20 August 2024	9 May 2025	32	480	One Year	INR 150,000	INR 849,000
<input type="checkbox"/> Product Management for Fragrances and Cosmetics Intensive	August 2024	20 August 2024	9 May 2025	32	480	One Year	INR 150,000	INR 849,000
<input type="checkbox"/> Fashion Design 1*	August 2024	20 August 2024	17 April 2025	24	360	Undergraduate Progression	INR 100,000	INR 855,000
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<input type="checkbox"/> Product Design 1*	August 2024	20 August 2024	17 April 2025	24	360	Undergraduate Progression	INR 100,000	INR 855,000
<input type="checkbox"/> Product Design 2*	August 2025	25 August 2025	17 April 2026	24	360	Undergraduate Progression	INR 100,000	INR 855,000
<input type="checkbox"/> Fragrances & Cosmetics Management 1*	August 2024	20 August 2024	17 April 2025	24	360	Undergraduate Progression	INR 100,000	INR 855,000
<input type="checkbox"/> Fragrances & Cosmetics Management 2*	August 2025	25 August 2025	17 April 2026	24	360	Undergraduate Progression	INR 100,000	INR 855,000
<input type="checkbox"/> Management Surgery	August 2024	12 August 2024	23 August 2024	2	30	Surgery	-	INR 80,000
<input type="checkbox"/> Luxury Brand Management and Digital Marketing	August 2024	20 August 2024	17 April 2025	24	360	Postgraduate	INR 150,000	INR 949,000
<input type="checkbox"/> Fashion & Textile Design Management	August 2024	20 August 2024	17 April 2025	24	360	Postgraduate	INR 150,000	INR 949,000

* Tick the box, if you want to be considered for Year 2 of the undergraduate course in Europe.

** Tick the box, if you want to be considered for Year 3 of the undergraduate course in Europe - EARLY BIRD PACK.

APPLICATION & ENROLMENT INFORMATION

FOR UNDERGRADUATE PROGRAMMES

- Application form
- 1 passport size photo
- Signed personal statement
- Copy of high school diploma and school certificates
- CV

- Copy of passport / ID
- Copy of bank transfer of enrollment fee
- Signed terms and conditions 2024-25

FOR POSTGRADUATES AND SURGERY PROGRAMMES

- Passport size photo
- Copy of passport / ID
- Copy of university degree and transcript, or a reference letter confirming the proven work experience
- Personal Statement

- Curriculum Vitae
- Portfolio1 (only for postgraduate creative courses)
- Essay2 (only for postgraduate business courses)
- Copy of bank transfer
- Signed general terms & conditions 2024-25 of Mumbai

1) The portfolio must demonstrate skills in design, creativity and technical competences, and be composed of at least 10-12 drawings, photos or slides, supported by a brief description of their personal contribution to the development of the project.

2) Essay topic will be assigned by the academic team.

APPLICATION FORM

1 • Personal data

Family name Name
Place of birth Date of birth (dd/mm/yy) Sex m / f Nationality

2 • Permanent address

Address City/state Postcode/zip code Country
Parent's Email ID Parent's Mobile Number Student's Email ID Student's mobile number

3 • Emergency Contact

Name Contact Relationship

4 • Previous studies

Name of higher education From/to City and country
Qualification and subject School/College Name

5 • Language skills:

English None Basic Good Advanced Mother tongue

6 • Have you previously studied at Istituto Marangoni?

Yes Course and school No

7 • I pay the tuition fee of the chosen course to:

Mumbai Participant:

INR Account
Name: ISTITUTO MARANGONI MUMBAI TRAINING CENTRE PRIVATE LIMITED
INR Account: 006-220115-001
Bank: HSBC - Fort Main branch
Address: 52/60, M.G. Road, Fort, Mumbai - 400 001
HSBC Swift ID: HSBCINBB
IFSC Code (for RTGS / NEFT): HSBC0400002
MICR Code: 400039002

When making the bank transfer, please use full name as state in your passport as payment reference.
Please provide a copy of the remittance.

I confirm that all the information provided in this application and the enclosed documentation is correct. I have read and I accept the terms and conditions of application for the courses.

Date Applicant & Guardian's Signature



PROGRESSION ABROAD

The Fashion Design, Fashion Styling, Fashion Business, Product Design and Interior Design progression programmes consist of three (3) distinct levels ranging from an introductory level, working through to a higher comprehension of skill and study. Participants must successfully pass each level before progressing onto the next level of study.

Progression Abroad – European Study Options

Participants successfully completing the undergraduate progression programmes in Mumbai have the opportunity to further excel in design, creativity and research, by opting to a study pathway at one of Istituto Marangoni's School's, Milano, Firenze, London or Paris.

1. Entering Year 2 of the Undergraduate Course in Europe:

After successful completion of the progression programmes (Level 1), meritorious participants have an option to opt to enter the second year of the full-time 3-year undergraduate course in Milano, Firenze, London or Paris. Pricing for the 2nd year in Europe is as published in the admissions pack for the corresponding school. Participants wishing to attend classes in Milano, Firenze or Paris (RNCP Diploma) must meet the entry English language requirement at level B1 (cefr) equivalent to IELTS 5.0, and have a minimum age of 18. Participants wishing to attend classes in London or Paris (BA Degree) must meet the entry English language requirement at level B2 (cefr) equivalent to IELTS 6.0 without elements below 5.5, and have a minimum age of 18.

Progressing EARLY BIRD PACK: students can benefit from a 20% deduction on the 2nd year, only if applying immediately after the conclusion of the 1st year in Mumbai (no gaps allowed between each level).

2. Entering Year 3 of the Undergraduate Course in Europe:

After successful completion of all two progression programmes (Level 1 - 2), meritorious participants will have an option to opt to enter the third and final year. Participants wishing to attend classes in Europe (Milano, Firenze or Paris) must meet the entry English language requirement at level B1 (cefr) equivalent to IELTS 5.0, and have a minimum age of 18. Participants who enrol in all 2 levels (Level 1 - 2) progressing to the 3rd year in Europe, will benefit from a special price for the 3rd year (Progressing Early Bird Pack).

Progressing EARLY BIRD PACK: students can benefit from a 20% deduction on the 3rd year, only if applying immediately after the conclusion of the 2nd year in Mumbai (no gaps allowed between each level).

On successful completion of that programme they will be awarded the 3-year Undergraduate Diploma from the Italian schools or 3-year RNCP2 Diploma from the Paris school or or 3-year undergraduate BA (Hons) degree3 programme from the London or Paris schools.



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The application form (“Application”) and the following terms (“Terms”) set out the basis of your application to study at Istituto Marangoni Mumbai Training Centre Private Limited (“Istituto Marangoni Mumbai”, “we”, “our” / “us”) and will be an integral part of the present agreement (“Agreement”) between you and Istituto Marangoni Mumbai. The Terms determine your rights and obligations, as well as our obligations and the limitations of our liabilities to you. It is therefore very important that you read and understand these Terms before you fill in the Application. With specialized courses in fashion design, accessories design, pattern cutting, visual merchandising and marketing, Istituto Marangoni introduces current world leading European fashion trends while maintaining the balance between fashion creativity and business benefit.

Istituto Marangoni Mumbai is located in Ceejay House, a modern coastal building in the heart of Worli – one of the most desired neighbourhoods of Mid-Mumbai, the city’s original Business District and a centre for art, fashion and education. Istituto Marangoni Mumbai offers only certificate programmes and none of the courses offered by Istituto Marangoni Mumbai lead to the award of any degree, diploma or doctorate. Courses offered by Istituto Marangoni Mumbai do not fall with the ambit of the AICTE or are recognised by the UGC. Istituto Marangoni Mumbai is not accredited by the National Board of Accreditation.

For any further information, we kindly ask you to contact a member of our staff before you submit the Application.

Istituto Marangoni Mumbai and you have collectively been referred to as “Parties” and individually as “Party”.

1. APPLICATION AND ENROLMENT

1.1. The Application (once it has been accepted by us in accordance with clause 1.4) and this terms (“Agreement”) regulate the entire understanding between the Parties. Before you submit your Application, please check that all sections of the Application have been duly filled in.

1.2. By submitting the Application (whether you do so directly or by means of representative or parent/legal guardian who is authorised to act in your name and on your behalf):

- You declare that you wish to enrol in the chosen course on the basis of these Terms, and only Istituto Marangoni Mumbai has the exclusive right to accept or decline your offer at its own discretion;
- You accept to pay an enrolment fee (or single fee) equal to the amount mentioned in the Application. Istituto Marangoni Mumbai cannot admit you to a course unless you have paid the enrolment fee (or single fee) within the required deadline, and unless you have provided the documentation listed in the Application and accepted all the Terms of this Agreement;
- You confirm that you have fully understood that Istituto Marangoni Mumbai offers only certificate programmes and none of the courses offered by Istituto Marangoni Mumbai lead to the award of any degree, diploma or doctorate. Courses offered by Istituto Marangoni Mumbai do not fall with the ambit of the AICTE or are recognised by the UGC. Istituto Marangoni Mumbai is not accredited by the National Board of Accreditation.

1.3. The payment of the enrolment fee (or single fee) will need to be effective prior to or at the time of submitting the Application, and according to the methods of payment specified in the Application itself. If the payment is made by bank transfer, a copy of the bank operation will need to be attached to the

Application.

1.4. On receipt of your enrolment fee (or single fee), of the completed Application and of the documents listed in the Application, in the present Agreement and government identity proof of the legal guardian (if requisitioned by us, on case to case basis), we will check that you satisfy the eligibility criteria of the course you have chosen, and we will send you a written notice about whether you have been admitted to the course or not. This Agreement will become effective only when the Istituto Marangoni Mumbai sends you this written acceptance of your Application.

1.5. For all students who do or do not need a visa to stay in India, the payment of the enrolment fee must be received by the Istituto Marangoni Mumbai in one single payment by ninety (90) days before the beginning of the course, even if the students in question are signed up for the re-assessment exams (“resit 1”).

1.6. The enrolment fee (or single fee) can only be refunded in the following cases:

- if the Istituto Marangoni Mumbai declines your Application in accordance with clause 1.4;
- if your Application for a visa is not accepted and we receive a copy of the letter of rejection issued by the authorities in accordance with clause 5.3;
- if the course is cancelled pursuant to clause 4.5;
- if your Application is presented pursuant to clause

6.1, in case you decide to exert the right described therein. In case your visa application is rejected, the reimbursement of the enrolment fee will be possible only if you present the official documentation within and no later than 15 days after the beginning of the course. After this date, it will only be possible to defer the enrolment to the first available date.

1.7. If the enrolment fee (or single fee) is paid by cheque or bank transfer, the Application will not be assessed until the amount has been collected by us. We will proceed to give you a confirmation of the payment after we have received a confirmation from our bank.

2. FEES AND ADDITIONAL COSTS

2.1. Late fee of Rs. 250 per day with applicable taxes is imposed on inability to comply with the fee payment deadlines.

2.2. The respective tuition fees for each course (“Fees”) are detailed on our website [www.istitutomarangoni.com]. Please note that Istituto Marangoni Mumbai reserves all the rights to change the Fees, from time to time, without any prior notification. The payment of the Tuition Fees will need to be received by Istituto Marangoni Mumbai, in one single payment, by thirty (30) days before the beginning of the course.

2.3. For enrolments after the abovementioned deadlines, the payment of the enrolment fees and of the Tuition Fees will need to be made in one single payment within and no later than a week after the date of the confirmation of admittance to the course, and in any case never after the beginning of the respective course itself.

2.4. In addition to aforementioned fees, you may also be required to pay the following additional costs. The following is an example, but not an exhaustive list:

- administration fees, including:
 - sanctions for every late or dishonoured payment (“default payments”);

- an additional fees for any course transfer or course deferral granted in accordance with clause 6.3;
 - any other costs we may reasonably incur as a consequence of your failure to comply with these Terms or with the student handbook, which will be provided to you at the time of your enrolment;
 - any taxes or duties to be paid according to the national or regional laws in force at the time this Agreement is signed or that should be enacted later.
- fees payable to third parties, including:
 - any other cost or expense you may incur in the course of your studies or in relation to this Agreement (including, but not limited to, the cost of purchasing textbooks, course materials, accommodation, food, and transportation).

2.5. If you fail to pay the fees by the established deadlines, the Agreement will be terminated, except in case of an extension granted in writing, at the absolute discretion of Istituto Marangoni Mumbai.

2.6. In case you fail to pay part or all of the fees or any additional cost, we reserve the right to take one or more of the following actions (at our reasonable discretion):

- suspend or expel you from the course;
- prevent you from registering for the course examinations;
- prohibit you to take part in the course examinations;
- withhold your exam results;
- suspend the issuing of any certificate;
- suspend the issuing of any documentation to extend your visa; and/or
- inform the police station and any other relevant offices about the interruption of your studies and attendance of the course; and
- terminate this Agreement on written notice.

3. STUDENTS’ OBLIGATIONS

3.1. You declare, under your exclusive liability, that all the information provided in your Application is complete, upto- date, and true in all respects.

3.2. You agree and declare that:

- you are competent to enter into this Agreement under the Indian Contract Act, 1872 and have not misrepresented your age to enter into this Agreement; or
- you are below the age of 18 years and all acts done under this Agreement have been done under the supervision of and with the consent of your parent/legal guardian.”

3.3. You agree and commit to:

- officially enrol at the beginning of the course;
- comply with the Agreement, the student handbook, and the regulations of Istituto Marangoni Mumbai, as well as with any reasonable request of our staff;
- at all times comply with all requirements imposed by the law, by the regulations and judicial orders, which may include assessments of your criminal record and/or medical check-ups. In particular, for students holding a visa, you commit to apply for the certificate of registration with the local Foreigners Regional Registration Officer (“FRRO”), if applicable. A copy of the respective documentation shall be provided to Istituto Marangoni Mumbai.
- keep Istituto Marangoni Mumbai informed about:
 - any change in your visa status; and
 - any change in your personal data (including your domicile and contacts in case of emergency) provided in the Application;
- not plagiarise the work produced by any third parties, as is expressly stated

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in clause 11;

f) behave appropriately at all times and in such a way as not to:

- (i) cause disturbance, injury or damage to others (in particular, to other students, our staff, collaborators, representatives and visitors) or to any of our property;
- (ii) hinder or prevent the regular development of the course programmes we offer; or
- (iii) damage our reputation.

3.4 If you fail to comply with your obligations under clause 3.2 and 3.3, we may, at our discretion:

- a) notify you of your failure to comply and, if appropriate, arrange a meeting with you; and/or
- b) if the breach is substantial and persistent, expel you from your course with immediate effect and terminate the contract at any time on written notice.

3.5. You are required to attend the entire course you have chosen. If your attendance in the course falls below the limits set in the student handbook and the programme of the course (regardless of the reason for each absence), we will inform you in writing that if you fail to attend the course for longer periods of time, you may be expelled from the course. If, following such notice, your attendance in the course continues to be unsatisfactory according to our reasonable discretion, we reserve the right to:

- a) prevent you from taking part in examinations; and
- b) expel you from the course at any time and with immediate effect and terminate this Agreement.

In case you fail to attend or if your attendance is insufficient, Istituto Marangoni Mumbai may take such action as it may deem necessary or fit.

3.6. If you do not achieve the required pass marks, as specified in the student handbook and in any communication from the staff, you are not entitled to receive the final certificate. Istituto Marangoni Mumbai shall decide, at its own discretion, whether to allow you to re-sit one or more examinations, considering all reasonable factors, including (but not only) your attendance in the course.

4. THE ISTITUTO'S INDIA RIGHTS AND OBLIGATIONS

4.1. We shall provide courses on skill building and training with reasonable skill and care.

4.2. We reserve the right to revise and amend the terms of this Agreement, upon prior notice to you.

4.3. The courses will be held according to the times, dates, and programmes established by the management of Istituto Marangoni Mumbai, which reserves the right to make any necessary variations at any time.

4.4. If Istituto Marangoni Mumbai makes any changes pursuant to clauses 4.2 and/or 4.3 that substantially modify this Agreement, you may choose to withdraw from the course and terminate the Agreement. Istituto Marangoni Mumbai will provide an appropriate refund, at its discretion (for instance: considering the remaining part of the course at the time of termination).

4.5. Istituto Marangoni Mumbai reserves the right to cancel the course prior to its commencement by giving you notice in writing (if possible, at least two (2) months before the beginning of the course) if:

- a) an insufficient number of students should enrol in the course; or
- b) the necessary conditions to commence the course do not exist.

4.6. In the event that we cancel the course pursuant to clause 4.5, you will be entitled to a full refund of the enrolment fee (or single fee), the Fees and any other fee already paid to us under this Agreement or the Application.

5. COMPLIANCE WITH VISA PROCEDURE

Students who need a visa should respect the following points:

5.1. observe all norms, regulations and requirements established by the Indian government regarding student visas. The requisite and applicable norms, regulations and requirements are available on the website <http://boi.gov.in>.

5.2. provide us with a copy of your student visa immediately after you receive it and in any case before the date of the beginning of your course, and inform us immediately about any delay in the reception of your student visa.

5.3. inform us immediately if your application for a visa is declined, and send us a copy of the letter of decline. In this case we will refund the enrolment fee (or single fee), the Fees and any other fees which you have paid;

5.4. if this Agreement is terminated for any reason, do not proceed with any request for a visa based on your original enrolment in Istituto Marangoni Mumbai and do not use the documentation provided by Istituto Marangoni Mumbai for any other purposes. If, you act contrary to the mentioned conduct, Istituto Marangoni Mumbai reserve the right to notify the police and the designated authorities about the termination of the present Agreement;

5.5. complete the course within the timeframe specified on your visa. If you fail to do so, we will not be able to guarantee the visa extension;

5.6. provide us with the following information and documents:

- a) your valid passport in the original version, containing the documents stating your immigration status in India, your certificate of registration with the FRRO along with the supporting documents, if any;
- b) on request, any original documents you have attached in copy to your Application;
- c) your updated contact details, including your residential address in India, telephone number (landline and mobile) and contact person in case of emergency;
- d) prior notification of any intended absence from your course for any period in accordance with clause 3.4 and the student handbook;
- e) prior notification of any intended withdrawal from the course, with supporting evidence of return to your country of origin in accordance with the student handbook;
- f) any other information or change in circumstances, which could have an impact on your immigration and visa status.

5.7. Before you complete your course, you must inform us in writing if you are:

- a) leaving India, or
- b) staying back in India and, in this case, on what basis (for example, if you plan to stay as a student to take a further course).

5.8. Complying with the extant applicable Indian regulations concerning entry visas and residence permits is the student's sole responsibility.

6. CANCELLATION RIGHTS, COURSE TRANSFERS, AND TERMINATION

6.1. If you submitted your Application online, by fax, regular mail or electronic mail (but not in person), a fourteen (14) day cancellation right will apply. You are entitled to cancel the Agreement within fourteen days of the date on which

you receive our acceptance letter in accordance with clause 1.4. If you decide to cancel the Agreement, you must notify us within fourteen (14) days by post (with return receipt), fax or certified e-mail to the contact details provided on our website. In the event of cancellation in accordance with the present clause, we will refund the enrolment fee (or single fee), the Tuition Fees and any other fees already paid by you (or by your representative) within thirty (30) days of receiving such notice.

6.2. In addition to the termination rights set forth in this Agreement, each Party may, in the event of a substantial or persistent breach by the other Party, terminate the Agreement with immediate effect by providing written notice to the breaching Party.

6.3. At our own discretion, we may allow you to transfer to a different course from the one you have chosen, provided that you request to do so in writing no later than one week after the beginning of the course and that you pay the non-refundable administration fee, pursuant to clause 2.4 a) II). If your visa should not cover the period necessary to complete the new course, we will not allow you to transfer to that course. If the new course is shorter than the one for which you have obtained your visa, you will have to comply with the necessary and applicable guidelines and make the requisite notifications to the designated authorities.

6.4. Only for students who need a visa, the request to defer the course may imply the cancellation of the Agreement, except for cases in which Istituto Marangoni Mumbai wishes to grant an extension for exceptional reasons. In this case, you will need to submit a new application form in accordance with clause 1, before the date of commencement of the course. If you are in India at the time of the cancellation of the course, you may be forced to leave the country.

7. REFUND POLICY

7.1. We will refund the enrolment fee (or single fee), the Fees and any other fee you have paid to us if we do not accept you into the course pursuant to clauses 1.4, 4.6 and 5.3. If you cancel this Agreement in writing, prior to the commencement of the classes for the enrolled course, we will refund your Tuition Fees in accordance with clause 7.2, 7.3 and 7.4.

7.2. In the event that this Agreement is cancelled by you, the following conditions with respect to refund shall apply:

- a) 100% of the Tuition Fees shall be refunded, if the cancellation of the Agreement is communicated to us at least ninety (90) days prior to the commencement of classes for the course enrolled, in writing;
- b) 70% of the Tuition Fees shall be refunded, if the cancellation of the Agreement is communicated to us at least sixty (60) days prior (but not earlier than eighty nine (89) days prior) to the commencement of classes for the course enrolled, in writing;
- c) 50% of the Tuition Fees shall be refunded, if the cancellation of the Agreement is communicated to us at least thirty (30) days prior (but not earlier than fifty nine (59) days prior) to the commencement of classes for the course enrolled, in writing;
- d) 30% of the Tuition Fees shall be refunded, if the cancellation of the Agreement is communicated to us one (1) day (but not earlier than twenty nine (29) days) prior to the commencement of classes for the course enrolled, in writing; and
- e) No refund shall be given, if the Agreement is cancelled any time on and after the commencement of classes for the course enrolled.

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For the purposes of this clause, commencement of classes shall mean the first day on which the orientation / introduction or class by whatever name called for a particular course is scheduled to take place. Notwithstanding anything mentioned above, we have the right, at our sole and absolute discretion, to withhold the Tuition Fees paid against any reasonable costs incurred by us and the losses suffered.

8. INFORMATION SHARING AND DATA PROTECTION

8.1. Istituto Marangoni Mumbai will be collecting personal data and sensitive personal data and information for its internal administrative and other purposes and may also transfer and share such data with its group entities. The student authorizes (directly or in case of a student below the age of 18 years, with the consent of his/her parent/ legal guardian) Istituto Marangoni Mumbai to process his/her personal data and sensitive personal information and data and grants his/her lawful consent (in case of a student below the age of 18 years, with the consent of his/her parent/legal guardian) to collect, receive, possess, store, deal, transfer or handle such data.

8.2. Istituto Marangoni Mumbai may, at its own discretion and on case to case basis, collect personal data and information of the legal guardian of the students for its internal administrative and other purposes and may also transfer and share such data with its group entities. The legal guardian authorizes Istituto Marangoni Mumbai to process his/her personal data and information and grants his/her lawful consent to collect, receive, possess, store, deal, transfer or handle such data.

8.3. Istituto Marangoni Mumbai undertakes that all personal data and sensitive personal information and data collected by it shall at all times be handled and processed in accordance with the Information Technology Act, 2000 and rules framed thereunder.

9. LIMITATIONS OF LIABILITY

9.1. Neither Party shall be responsible for any loss suffered by the other Party as a consequence of this Agreement, unless such loss was caused by negligence or serious misconduct.

9.2. The total liability of either Party under this Agreement (whether in contract or tort, including negligence) shall not in any event exceed the aggregate of all the fees, for the respective course or for any insurance cover we may have, whichever may be highest.

9.3. You will be liable to pay for any damage caused by you to our premises or property.

9.4. This clause does not in any way exclude or limit:

- either Party's liability for the death or personal injury caused by its negligence; or
- either Party's liability for fraud or fraudulent misrepresentation; or
- any other matter for which it would be illegal or unlawful to exclude or attempt to exclude either Party's liability.

10. EVENTS BEYOND OUR CONTROL

10.1. We will not be liable or responsible for any failure to perform, or delay in performing, any of our obligations under this Agreement due to reasons of force majeure or to an event beyond our reasonable control, including, but not limited to, changes in the extant applicable laws and regulations, actions or delays by any government authority, or refusals on behalf of any such authority to grant the necessary consents or licenses, and in general due to reasons of force majeure that cannot be attributed to the Istituto Marangoni Mumbai, including national and local strikes and delays or defaults of third parties or suppliers.

11. INTELLECTUAL PROPERTY

11.1. The copyright, design right, and any other intellectual property right contained in the material of each course, in the examination papers and other documents or items prepared by us or produced in relation to the courses (which includes any material prepared by our employees, collaborators and representatives) will belong exclusively to us and to our licensors.

11.2. Students may not use the material, documents or any other items described in clause 11.1 for any commercial purpose.

11.3. Students' works written and collected during exams and written tests and any material produced by the student during the course, including (but not only) the drawings of the projects, sketches, samples, models, tests and the finished pieces and their respective intellectual rights, remain property of Istituto Marangoni Mumbai, which reserves the right to display them, reproduce them and publish them. The student agrees to assign this right to us by signing the present Agreement.

11.4. Subject to clause 11.5 below, you warrant and assure that the works are your original work and are not partially, entirely or substantially copied from any other work or material or any other source and that they, to your knowledge, do not infringe the rights of any third party.

11.5. In the event that the copyright or any other intellectual property right subsisting in the works or any part of it, belongs to third parties, you warrant and assure that you have asked for their consent and/or authority to deliver the works to us and in any case you commit to protect and indemnify Istituto Marangoni Mumbai from each and every responsibility concerning the use of material that has been developed, conceived and/or produced by a third party.

12. JURISDICTION

12.1. Any dispute concerning the execution and interpretation of the Agreement shall be submitted to the exclusive jurisdiction of the courts in Mumbai, India.

13. SEVERENCE

13.1. The Terms of this Agreement is severable and distinct from the others and, if any provision is, or at any time becomes, to any extent or in any circumstances invalid, illegal or unenforceable for any reason, that provision shall to that extent be deemed not to form part of this Agreement but the validity,

legality and enforceability of the remaining parts of this Agreement shall not be affected or impaired.

14. REPRESENTATION

14.1. For the purpose of this Agreement, the student and the student's parent/legal guardian represent as follows:

- the student signing this Agreement is above 18 years of age; or
- since the student is signing this Agreement is not above 18 years of age, the student's parent/legal guardian is entering into this Agreement on behalf of the student and all actions required to be undertaken and consents required to be obtained under this Agreement are done and given, respectively by the student's parent/ legal guardian till the time the student attains the age of 18 years.

Date

Applicant & Guardian's Signature

