

### FUA-AUF General Contract and Privacy Regulation (GDPR)

Enrolled students will be asked to review and accept the following policy upon arrival in *Florence:* 

### **FUA-AUF GENERAL CONTRACT**

I acknowledge that I am in receipt of and subject to the academic and behavioral standards and deadlines as detailed in the <u>FUA-AUF Student Manual: Student Life and Academics</u> and accompanying <u>Academic Calendar</u>. In consideration of participation in FUA-AUF's academic, athletic/exercise and cultural programs or activities, I hereby release FUA-AUF, its trustees, officers, employees, successors, academic/cultural partners and agents from any and all claims and causes of action for inconvenience, damage to or loss of property, medical or hospital care, personal illness or injury or death resulting from my participation in FUA-AUF's academic, travel, inclusive of organized excursions and tours, athletic/exercise or cultural programming conducted under the control of the university. I acknowledge that I assume academic and financial responsibility for each course for which I am registered and understand the course withdrawal regulations indicated in the FUA-AUF Student Manual: Student Life and Academics.

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I acknowledge that living and studying in a new urban environment may expose me to new stresses and cultural norms that may prove challenging. I acknowledge that I do not have any physical or psychological conditions that would impair my ability to participate in academic and/or non-academic activities or would create undue risk to others or myself. I acknowledge that foreign travel and study may expose me to certain risks, some foreseeable others not, inclusive of but not limited to: serious injury, loss of life, crime, property damage, acts of war or terror and/or natural disaster. If I am a US citizen I acknowledge that I have been advised to consult the US State Department (DOS) for country specific relevant health and safety risk information for Italy or any country I may be travelling to. Further, I acknowledge I have been advised to enroll in the DOS STEP program for the duration of my time abroad. If I am not a US citizen, I acknowledge I have been advised to check the relevant ministry of foreign affairs for this comparable risk information. For country and region specific health risk information, I acknowledge I have been advised to consult the Centre for Disease Control (CDC) and the World Health Organisation (WHO).<&p>

I acknowledge that FUA-AUF maintains professional staff and emergency support services. I further understand that FUA-AUF does not have law enforcement, fire, medical, or ambulance services or facilities and that I may be best served in a serious emergency by immediately calling the appropriate public emergency number in the event of fire, severe illness, injury or criminal act as a precedent to contacting university personnel. These numbers are toll free and are contained in the FUA-AUF Student Manual.

If I have selected lodgings facilitated by FUA-AUF, I specifically acknowledge that I am subject to the standards contained in the relevant housing documents and forms. I acknowledge and explicitly grant license in favor of FUA-AUF, such that FUA-AUF may use my lawfully obtained image and likeness for legitimate university purposes inclusive of marketing

I acknowledge and explicitly grant license in favor of FUA-AUF, while otherwise retaining full right(s) of ownership, that FUA-AUF may use any creative works authored while enrolled in a course of study, whether traditional format, digital or otherwise, for legitimate university purposes.

I authorize FUA-AUF to disclose general directory/personal data for legitimate, noncommercial university purposes.

I confirm that I entered the Republic of Italy lawfully. I further understand that if I am not a EU citizen or permanent resident I must formalize my legal residency as a visiting student by obtaining my Italian residency documents. I understand that FUA-AUF will provide all the information and assistance needed to comply with interior ministry regulations but I acknowledge compliance is the sole responsibility of the undersigned. I confirm I am an emancipated adult with the legal capacity to execute this release. I understand that if I am less than age 21, and a resident of Alabama, Mississippi, Nebraska, Puerto Rico or Canada, my parent or legal guardian must also sign this release for it to be effective.

### **PRIVACY REGULATION (GDPR)** DISCLOSURE FOR STUDENTS AND LEARNERS

*In implementation of the EU Regulation 2016/679 DATA CONTROLLER* 

## FUA-AUF - FLORENCE UNIVERSITY OF THE ARTS - THE AMERICAN UNIVERSITY OF FLORENCE - S.r.l.

Registered Headquarters in viale Spartaco Lavagnini n. 15, Firenze Administrative/Operative Headquarters: Palazzo Bombicci Guicciardini Strozzi, Corso Tintori 19-21, FIRENZE p. IVA 05475460480 n. REA n. FI-549656

#### **PARTICIPATORY FOUNDATION**

#### PALAZZI FLORENCE ASSOCIATION FOR INTERNATIONAL EDUCATION

Registered Headquarters Via Ricasoli, 26, 50100 Firenze, Administrative/Operative Headquarters Villa Brilli Peri, Via Guelfa 85-114-116 / FIRENZE p. iva 05957530487 n. REA FI-622601

(herein jointly referred to as "FUA-AUF-FP" or "CONTROLLER"

CONTACT INFORMATION: Email address info@fua.it Phone +39 055.246.90.16 Fax +39 055.247.8068 Mon - Thu / 8.30AM to 5.30PM (GMT + 1)

In accordance with Art. 13 of EU 2016/679 Regulation ("GDPR" General Data Protection Regulation) and of Legislative Decree no. 196/2003, FUA-AUF-FP informs Users (e.g. aspiring students, enrolled in all the academic, experiential and specialization courses provided by FUA-AUF-FP, and former FUA-AUF-FP students) regarding the use of personal data concerning them. The compliance by FUA-AUF-FP with the legal obligations regarding transparency and mandatory publication of data and documents remains unaffected.

#### 1. Nature of data, purpose of processing and legal basis.

The personal data collected and processed by FUA-AUF-FP are:

a) Those provided directly by Users, or by their respective university and / or colleges, at the time of enrollment in academic courses;

b) The fiscal and administrative data supplied for the needs related to the payment of fees;

c) The data provided from time to time by users relative to the specific service requested;

d) Data relating to the courses;

e) In a purely contingent manner, sensitive (health) and judicial data (magistrate investigations) exclusively for the fulfillment of legal and contractual obligations (assistance in case of injuries-illnesses and related information to family members or relatives identified by Users).

f) These data are processed exclusively for institutional purposes of FUA-AUF-FP (academic training), in particular for the obligations required by the contract and the law for the management of the educational and administrative relationship between FUA-AUF-FP and users, as well as for the provision of the specific services requested by users. The legal basis of the processing is therefore the fulfillment of contractual and legal obligations.

# 2. Methods of processing, retention period and consequences of non-disclosure of data.

The treatment is carried out both in automated and manual mode, there are no fully automated decision-making processes or profiling. Data collection takes place in compliance with the principles of relevance, completeness and non-excess in relation to the purposes for which they are processed. Failure to provide the data referred to in paragraph 1, letters a), b), and d), preclude the establishment and continuation of the relationship with FUA-AUF-FP. The omitted supply of the data indicated in point 1, letters c) and e), makes it impossible to access the services requested or the performance of legal or contractual obligations. The personal data provided is processed in compliance with the principles of lawfulness, correctness and pertinence provided for by the law, also with the aid of IT and telematic tools for storing and managing the data, which will be kept for the duration of the contractual relationship and for the following 5 years with the exception of different legal obligations, and in any case in such a way as to guarantee their security and protect the privacy of the person concerned. The data may be processed anonymously for statistical activities aimed at improving the services offered.

#### 3. Data Controllers and processors

The sole data controller is FUA-AUF-FP as per the contact details above. Data processors are FUA-AUF-FP employees and collaborators who process the data in compliance with current laws on the matter, for institutional purposes and in compliance with legislative obligations.

## 4. Categories of subjects to whom the data may be communicated or who may come across them as managers or processors.

Users' personal data may be communicated:

a) to public and private subjects in Italy or abroad (universities or colleges of the Students or official affiliates of FUA-AUF-FP) when communication is necessary for the performance of institutional functions of the requesting entity or for services requested by Users;

b) to some external subjects, identified as external supervisors of the treatment (Companies that manage the admission tests for limited number study programs);c) to public and private subjects if these subjects request it in order to facilitate the orientation, training and professional integration of students;

d) the bank that manages payment services as an independent holder and will provide the concerned party with information on the processing of data for which it is responsible.

Sensitive and judicial data may be communicated, in the context of the purposes indicated in point 1, only where required by law or regulation. In any case, the communication or dissemination of data required, in accordance with the law, by the public security authority, by the judicial authority or by other public entities for the purposes of defense, state security, and the detection of offenses, is reserved, as well as the communication to the judicial authorities, in compliance with legal obligations, where they are considered alleged criminal offences. Outside of the aforementioned cases, personal data are in no way and for any reason communicated or disclosed to third parties.

#### 5. Rights of the concerned User

The concerned User can exercise:

\* The right to ask the Data Controllers to confirm that personal data concerning them is being processed and, in this case, to obtain access to personal data and information about the processing that concerns them (Article 14 of the GDPR);

\* The right to obtain without delay: a) the correction of inaccurate data concerning them, the updating or, when necessary, the integration of his data (Article 16 of the GDPR9) or b) the cancellation of the data in the cases provided for by law (Article 17 of the GDPR) or c) the limitation of processing in cases provided for by law (Article 18 of the GDPR) or the blocking of data processed in violation of the law, including those that do not need to be kept for the purposes for which the data were collected or subsequently processed, d) the attestation that the operations referred to in the preceding letters a, b and c have been brought to the attention, also regarding their content, of those to whom the data have been communicated or disseminated, except in cases where such proves impossible or involves a use of means manifestly disproportionate to the protected right;

\* The right to data portability, e.g. the right to receive, in a structured, commonly used and automatically readable format, personal data concerning him/her provided to a data controller, that the User can transmit to another data controller, without any impediments from the original data controller to whom they have provided the data, in the cases provided for by law (Art. 20 of the GDPR);

\* The right to object in whole or in part to the processing of personal data in the cases provided for by law (Article 21 of the GDPR for processing carried out for the public interest and legitimate interest of the owner, profiling and direct marketing and art 22 of the GDPR for automated decision-making processes);

\* The right to lodge a complaint with a supervisory authority (Privacy Guarantor);

The rights can be exercised with a request to the Data Controller, identified as the Director of the Registrar's Office, sending an electronic mail to the address privacy@fua.it.

I accept the terms of the policy:

Phone:

Email:

Confirm your email: