



ACADEMIC AGREEMENT

between NUOVA ACCADEMIA S.r.l. (NABA) and

Media Design School (MDS)

This ACADEMIC AGREEMENT ("**Agreement**"), with Effective Date as of the day 31 of January, 2014 ("**Effective Date**"), is entered into, by and between Media Design School (**MDS**), located at 92 Albert Street, Auckland, NEW ZEALAND, and **Nuova Accademia S.r.l.**, owning entity of **NABA Nuova Accademia di Belle Arti Milano**, located in via C. Darwin 20, 20143 Milano, ITALY ("**NABA**"), each as "**Party**," and collectively, the "**Parties**").

RECITALS

WHEREAS, MDS is a university legally recognized by the New Zealand Qualifications Authority (NZQA) offering undergraduate accredited degrees, and, among them, the Bachelor of Media Design (hereinafter "**MDS Bachelor of Media Design**")

WHEREAS, NABA is an Academy of Fine Arts legally recognized by the Italian Ministero dell'Istruzione Università Ricerca ("**MIUR**") offering undergraduate recognized degrees, and, among them, the "*Diploma Accademico di Primo Livello in Graphic Design e Art Direction*", equivalent to a Bachelor of Arts Degree in Graphic Design and Art Direction (hereinafter "**NABA BA in Graphic Design and Art Direction**");



The Parties agree as follows:

ARTICLE 1 PURPOSE

The purpose of this Agreement is to define and agree the academic conditions for students who have successfully completed the 1st year of the NABA BA in Graphic Design and Art Direction to enter the second year of the MDS Bachelor of Media Design - Graphic Design major.

ARTICLE 2 ACADEMIC AGREEMENT STRUCTURE

After the end of the 1st year of the BA Graphic Design and Art Direction at NABA, students may ask to be admitted at the second year of the MDS Bachelor of Media Design - Graphic Design major.

In order to be admitted, NABA students have to:

- Meet all the enrolment requirements established by MDS and NZQA;
- Have successfully completed the 1st year of BA Graphic Design and Art Direction at NABA;
- Have submitted the transcripts attesting the completion of the program, certificated by NABA;
- Have an English language level fulfilling the MDS requirements;
- Complete the MDS application form for transfer students.

All the documents will be collected and transferred to MDS by NABA.

Students enrolled to the BA program in Graphic Design and Art Direction NABA are commonly due to attend the History of Modern Art course during the first year of studies. Students willing to transfer to MDS can be exempted from this activity.



Special activities will be scheduled for students willing to transfer to MDS (see Annex 1). Since these activities will be activated from Academic Year 14/15, MDS will have the right to establish whether to admit to the second year with educational debts NABA students willing to transfer to MDS before Academic Year 14/15.

For credits equivalences and validations establishing the curriculum of studies of the Academic Agreement between MDS and NABA, please refer to Annex 1.

For the detailed description of the Academic Agreement Structure, please refer to Annex 2.

ARTICLE 3

COOPERATION ASPECTS

Each Party shall indicate a Contact Person as referent between the Parties, who will activate respectively time by time the deputy functions involved in the implementation of the Academic Agreement. NABA will provide appropriate information to students about MDS academic requirements, administrative requirements and financial regulations.

ARTICLE 4

START

The Agreement shall remain in force as from the date of its execution, and will start with the academic year 2014/2015.



ARTICLE 5 FINANCIAL ASPECTS

Students who will enter the second year of the MDS Bachelor of Media Design - Graphic Design major will follow the financial and payment guidelines set by MDS.

ARTICLE 6 CONFIDENTIALITY AND PERSONAL DATA PROTECTION

Each Party shall maintain in confidence all Confidential Information of the other Party and shall not disclose such Confidential Information to any third party, except to those of its employees and contractors as necessary in connection with such Party's activities as contemplated by this Agreement. In maintaining the confidentiality of Confidential Information, each Party shall exercise the same degree of care that it exercises with its own confidential information and in no event less than a reasonable degree of care.

The Parties represent that they have knowledge of, comply with and expressly make themselves subject to their own legislation on the Protection of Data of a Personal Nature, committing themselves to make proper use of the data of such a nature which they obtain under this Agreement. To this end, both Parties consent to the personal data under this Agreement being incorporated into files owned by each one of these with the sole purpose of carrying out the proper handling of the same. The exercising of the rights of access, rectification, cancellation and opposition will be carried out on legal terms by means of a notification to the respective entity at its company registered office.

The Parties will adopt the suitable measures to set limits on the access of its employees to the personal data during the term of this Agreement. In any event, the employees of the Parties who have access to the personal data of the other Party will be bound to maintain secrecy with respect to the data that the staff may have been able to gain knowledge of for the purpose of performing this Agreement.

In any case the Parties will request the corresponding written permission to the students to treat their personal data and communicate them to the other Party for the purpose of the present Agreement.

Each Party will indemnify and hold harmless the other Party for any claim or damage directly caused for not complying with Personal Data Protection Legislation.



ARTICLE 7 MISCELLANEOUS

7.1 Governing Law. This Protocol shall be governed by, and construed in accordance with, the laws of Italy.

7.2 Term. The term of this Protocol shall commence on the Effective Date and shall continue for a period of five (5) years unless earlier terminated in accordance with this. It shall be deemed to be extended for successive academic year periods should neither of the parties terminate the same, always with one month's notice prior to the proposed date of termination of the agreement, and, in any event, the corresponding Annexes shall be subject to revisions by way of mutual agreement. The Parties may terminate this agreement on the basis of a manifest breach by the other Party of the terms thereof.

7.3 Amendment. This Agreement, including the Annexes hereto contains the full and complete understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations and understandings, whether oral or written. In the case of amendments required by the accreditation authority, the Agreement will be revised accordingly and may only be amended by a written instrument signed by the Parties hereto.

7.4 Notices. All notices, consents, requests, demands, offers, reports and other communications shall be in writing and shall be deemed to have been duly given for all purposes when: (i) deposited with a internationally recognized overnight delivery service such as, by way of example and without limitation, Federal Express or UPS, or (ii) delivered by hand to the respective principal offices of the Parties. Any notice under this Agreement shall be addressed as follows:



If to NABA:	Nuova Accademia S.r.l. Via Darwin 20 Milan, Italy To the kind attention of: Marc Ledermann
If to MDS:	Media Design School PO Box 5927, Wellesley Street Auckland 1010 New Zealand To the kind attention of: Darryn Melrose


7.5 The Parties may change their respective addresses by giving notice thereof in accordance with the provisions of this Section.




IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized officer as of the Effective Date.

MDS – Media Design School


NABA - Nuova Accademia di Belle
Arti S.r.l.


by: 
Darryn Melrose
Title: CEO
Date and Place:

by: 
Marc Ledermann
Title: CEO
Date and Place: Milan, 15.7.14

by: 
Nicola Pike
Title: CFO
Date and Place: 18/6/14
Auckland

by: 
Ronald Voordendag
Title: CFO
Date and Place: 15/6/2014.....

By: 
Fionna Scott
Title: Chief Academic Officer
Date and Place:

by: 
Alberto Bonisoli
Title: Chief Academic Officer
Date and Place: 14/04/2014.. Milan