

## Welcome to Berklee College of Music, Valencia campus!

We think that images are essential for you and for us. Images are the best way to learn and to show others what you are able to do. Should you agree with us, please read this release which have been prepared in accordance with the Spanish Data Protection Legal Act and Image Rights Legal Act and sign it.

The Releases:

In Valencia, on the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_  
(date) (month) (year)

Full legal name: \_\_\_\_\_

Nationality: \_\_\_\_\_

DNI/NIE/Passport \_\_\_\_\_

Number: \_\_\_\_\_

Address: \_\_\_\_\_

### 1. Civil Protection of the Right to Honor, Personal and Family Privacy and Likeness (Organic Law 1/1982 of 5 May, on Civil Protection of the Right to Honor, Personal and Family Privacy and Likeness).

in their capacity as a "STUDENT" at the educational institution BERKLEE COLLEGE OF MUSIC, hereby expressly CONSENTS AND AGREES that BERKLEE COLLEGE OF MUSIC DELEGACION DE LA FUNDACION EN ESPAÑA with address in Valencia, Palau de les Arts Reina Sofia, Avenida Lopez Piñero 1, and holder of Spanish Tax Identity Code no. CIF G98483779 (hereinafter also referred to as BERKLEE VALENCIA) can:

Collect and record their image (and voice) on photographs and/or otherwise using any audiovisual medium and format, including video, while rendering their services at BERKLEE VALENCIA and at any other moment in connection with their role as a student, including in classes, performances, concerts, shows, rehearsals, events or any other circumstances for the purposes set forth below; and use, disseminate and/or broadcast such image (as well as their voice) as photographed and/or videotaped, by any audiovisual medium and format, including video, in the circumstances described above, for BERKLEE VALENCIA to use for educational, informative, promotional and/or advertising purposes on their website valencia.berklee.edu and on external storage drives (CDs) or on the media (TV, radio, Social Media sites online and in the press), under the limitations provided for by Organic Law 1/1982 of 5 May, on Civil Protection of the Right to Honor, Personal and Family Privacy and Likeness.

This gratuitous assignment has been given as per Article 2.2. of OL 1/1982.

I do consent and agree.

Signature \_\_\_\_\_

Signature(s) of Parent(s)/Legal Guardian(s) if student is under age 18

\_\_\_\_\_

### 2. Personal Data Protection (Organic Law 03/2018) and General Data Protection Regulation 2016/679.

in their capacity as a "STUDENT" at the educational institution BERKLEE COLLEGE OF MUSIC hereby expressly DECLARES AND ACKNOWLEDGES that he/she has been duly and clearly informed that their personal data and, specifically their image captured and/or videotaped using a photographic and/or video camera or otherwise while being a "STUDENT" at BERKLEE VALENCIA and at any other moment in connection with their studies, including performances, concerts, shows, rehearsals, events or any other circumstances for the purposes set forth below shall be processed according to General Data Protection Regulation 2016/679 and the Organic Law 03/2018 on Protection of Personal Data; for educational, informative, promotional and/or advertising purposes on their website (valencia.berklee.edu) and on external storage drives (CDs) or on the media (TV, radio, Social Media sites online and on the press); the recipients of such information and data shall be any current and/or future students of BERKLEE VALENCIA, any potential students of BERKLEE VALENCIA, teachers and/or professionals in the music industry and the general public.

Furthermore, he/she hereby expressly, duly and clearly CONSENTS to the processing, assignment or communication within and/or outside the European Economic Area of such personal data and, particularly, their image, whether photographed or videotaped, or otherwise collected in the circumstances described above and for the purposes set forth herein having as recipients of such information and data the persons mentioned above. Particularly, it is expressly agreed that such assignment or communication can be made by publishing such information and data on the website (valencia.berklee.edu) online and by sending it to Berklee College of Music, Inc in Boston, Massachusetts, USA in order to manage the STUDENT'S participation in the educational program in which they are enrolled.

Finally, the signatory subscribing this Agreement is aware of the fact that they may exercise their rights of access, rectification, erasure, limitation of processing, opposition, portability, withdrawal of consent and not to be subject to automated decisions, within and/or outside the European Economic Area, particularly, of their image, whether photographed or videotaped, or otherwise collected in the circumstances described above and for the purposes set forth herein, by written communication to the address specified above and addressed to the Data Protection Officer or by email to the following address dpo@berklee.edu, according to current legislation.

I do consent and agree.

Signature \_\_\_\_\_

Signature(s) of Parent(s)/Legal Guardian(s) if student is under age 18

\_\_\_\_\_

## Policy on Privacy and Personal Information and Image Handling for students enrolled at Berklee College of Music, Delegation of the Foundation in Spain

### Scope of applicability:

This document establishes the private and personal information protection policy that will be applicable to the handling of information performed by **Berklee College of Music INC**, at 1140 Bolyston Street, Boston; Massachusetts 02215 USA, assigned Tax Identification Number 04-2300472 and its branch in Spain, **Berklee College of Music, Delegación de la Fundación en España**, at Avenida del Profesor López Piñero, 1 Palau de les Arts-Anexo Sur, Valencia; 46013 Spain, assigned Tax Identification Number G-98483779; with e-mail address [dpo@berklee.edu](mailto:dpo@berklee.edu), (hereinafter referred to as "BERKLEE"), in order to manage the Foundation's activity, teaching activities and, in general, the relationship between BERKLEE, its students, the teaching and administrative staff and third parties involved in BERKLEE's activities.

As a result, this policy shall be applicable to the students' information of a personal nature collected at the time of formalizing their registration and the information, which BERKLEE gathers through the different services it provides to the student body. Nevertheless, certain information collection processes may entail specific provisions regarding information protection.

### Existence and ownership of the personal information files and legal system governing them:

The handling of information performed by BERKLEE shall be subject to the stipulations of Spanish Public Act 03/2018, of December 5, 2018, on Personal Information Protection, as well as all of the other regulations governing personal information protection applicable in Europe, General Data Protection Regulation 2016/679.

### Purposes of handling student and parent or guardian information:

BERKLEE shall perform handling of the information, which may be necessary in order to achieve the following objectives:

(1) To manage the student's registration; (2) To achieve the foundation objectives of BERKLEE: to educate, enable and teach students the skills necessary to excel in a professional music career; (3) To fulfill its legal and administrative obligations, pursuant to its status as a Foundation and entity ascribed to the Universidad Politécnica de Valencia and the Spanish education system; (4) To implement and comply with BERKLEE's Educational Plan and its educational activity; (5) To manage its students' academic records and degrees; (6) To provide BERKLEE's auxiliary services to students, which includes but is not limited to: hiring passenger transportation services, contracting and managing medical insurance and medical consultation records; (7) To manage the completion of internships, participation in events and festivals, as well as any other sort of experience favorable to the students' academic and personal training; (8) To manage exchange programs with other centers; (9) To perform management as an intermediary with third parties to request scholarships or aid.

### Handling of information for BERKLEE's commercial prospecting:

The information will also be used to promote the services and activities of BERKLEE COLLEGE OF MUSIC, and their ascribed entities, mainly by sending communications using electronic media, regarding BERKLEE's institutional relations, the events which it organizes or takes part in, and any other information related with BERKLEE throughout the world which it deems to be of interest to students. Mark this box  if you do not want BERKLEE to use your information for commercial purposes.

### Authorization for the use of personal images:

For educational and promotional purposes, BERKLEE produces photographic, audiovisual and sound-based reports for their later dissemination. These reports are created while holding activities with students within the framework of their relationship with BERKLEE and during educational, leisure or cultural events related with music or the students' professional career, which BERKLEE organizes or takes part in (this includes but is not limited to: classes, internships, shows, concerts, rehearsals, events, demonstrations, etc.).

In any case, pursuant to Spanish Public Act 1/1982, of May 5, 1982, on the Civil Protection of the Right to Personal Honor, Personal and Family Privacy and Personal Image, the ways in which BERKLEE uses the information in its reports shall be respectful to the personal image and right to personal honor of its students. Nevertheless, by marking the following box the student declares that he or she rejects the use of his or her personal image for purposes not strictly necessary in providing the services rendered by BERKLEE.

I DO hereby authorize.

By signing this document, the student expressly authorizes the use of such reports by BERKLEE COLLEGE OF MUSIC, with no economic compensation whatsoever, with no limit in terms of time or territory, by way of their dissemination and/or broadcasting, reproduction (whether directly or indirectly) and delivery to third parties in any format, medium, procedure or system, including: dissemination in social networks on the Internet, television and radio and in digitally distributed media, and their publication in BERKLEE's websites.

### Providing information to third parties:

BERKLEE shall provide that information which is necessary to fulfill its legal or contractual obligations, as well as to perform its activities, including but not limited to the following: To those Spanish public bodies which request it to manage academic records and degrees; to other centers in processes for transferring academic records; to financial entities for automatic bill payment; to health care centers to meet health

care needs; in the publication of information on bulletin boards in accordance with the current laws in force; to the intervening parties necessary to apply for and process scholarships or aid; to the General Treasury of the Social Security system; to the Tax Administration; to the entities which organize exchanges in order to manage those exchanges; to the providers of student assistance program services (transportation services, insurance agencies, advisors, student residences, psychological support service, etc.); to the entities and organizations with which BERKLEE cooperates to hold events, concerts and similar;

BERKLEE may provide information to the Consulate and/or Embassy of the student's country in order to facilitate access to consular support and services. If you do not wish it to provide such information, please mark the following box:  The student agrees to provide information related with the completion of his or her studies at BERKLEE, as well as those events of any other nature, which are of special relevance. If you do not wish it to provide such information, please mark the following box:

I DO hereby authorize.

**Relationship with BERKLEE after studies have come to an end:**

The student information regarding his or her academic records shall be kept in accordance with the stipulations of the current laws in force. Likewise, as regards authorization to use their personal image and handle information with commercial purposes, such authorization shall remain in force even after the students complete their studies at BERKLEE, without prejudice to the rights of access, rectification, erasure, limitation of processing, opposition, portability, withdrawal of consent and not to be subject to automated decisions that the students may exercise at any time, by written communication to the address specified above and addressed to the Data Protection Officer or by email to the following address [dpo@berklee.edu](mailto:dpo@berklee.edu), according to current legislation.

**Legal representative's information:**

The personal information on the student's father, mother or legal guardian shall be placed in BERKLEE's files in order to be used for the purpose of accrediting the minor's identity and their powers of representation, as well as, where appropriate, to perform any necessary communications in accordance with BERKLEE's obligations.

The student's father, mother or legal guardian must report any changes that take place in terms of the contact information for emergencies or any loss of parental authority as soon as possible.

**Rights involving the protection of your information:**

In order to exercise the rights of access, rectification, erasure, limitation of processing, opposition, portability, withdrawal of consent and not to be subject to automated decisions, within and/or outside the European Economic Area, to the consent granted by signing this document, the student or his/her legal representative may send a signed letter along with the required legal identification to the following address: BERKLEE COLLEGE OF MUSIC, Delegation of the Foundation in Spain / Re.: Information Protection Rights / Avenida del Profesor López Piñero, 1 (Palau de les Arts-Anexo Sur), Valencia. / 46013 Valencia, or by email to the following address [dpo@berklee.edu](mailto:dpo@berklee.edu), according to current legislation.

By signing this document, the student and, where appropriate, his or her legal representative, declare that they are aware of and freely and expressly grant authorization to BERKLEE COLLEGE OF MUSIC, to handle and assign the information and images of personal nature described herein, in witness whereof they sign this document in Valencia on the date of \_\_\_\_\_.

STUDENT'S SIGNATURE

REPRESENTATIVE'S SIGNATURE (AS NEEDED)

FULL NAME: \_\_\_\_\_

NATIONAL IDENTITY CARD (DNI)/FOREIGN NATIONAL IDENTIFICATION NUMBER (NIE)/PASSPORT

LEGAL REPRESENTATIVE (AS NEEDED) \_\_\_\_\_

NATIONAL IDENTITY CARD (DNI)/FOREIGN NATIONAL IDENTIFICATION NUMBER (NIE)/PASSPORT



## Student Acknowledgment and Compliance Statement

I, the undersigned, \_\_\_\_\_, as a prospective student of the \_\_\_\_\_ program at the international Valencia Campus of Berklee College of Music (hereinafter, also referred as "the Institution"), **UNDERSTAND THAT,**

Berklee College of Music is dedicated to educate, train and develop students to excel in music as a career and is also committed to promoting both the intellectual and personal growth of its students. In pursuing these aims, the Institution follows as **core values**, diversity, equity and inclusion, since it is within Berklee's commitment to integrate the many cultural approaches and perspectives into what the Institution does at all levels.

Berklee College of Music is the world's leading institute of contemporary music and has built up over the years a worldwide reputation.

All students officially enrolled at Berklee College of Music will be naturally associated with the Institution and therefore, his/her behavior will reflect back upon Berklee College of Music.

For its effective operations, Berklee College of Music depends on the respect of its members for each other and on the acknowledgement of community standards of conduct and rules set forth by the Institution's Dean. All members of Berklee community (students, lecturers, administrative staff) are expected to comply with the [Student Code of Community Standards](#), the [Equity Policy and Process](#) and the [Policy Handbook for Students 2018-2019](#) the Valencia Student Handbook and any internal policies, regulations and rules. Besides other legal consequences, any **behavior that violates the Berklee community standards, values and rules may result in a dismissal from the Program or any other disciplinary sanctions.**

Berklee College of Music is committed to the safety and well-being of its community members and to the integrity of the learning environment. Therefor the Institution must promote at every moment a diverse, inclusive, harmonious and safe environment so as to create and keep an appropriate atmosphere to allow students to achieve the goals and objectives of the Program. Therefore, it is essential that student behavior does not jeopardize the health, safety of self or others, or respect to others and that each student contributes to an environment of trust and respect that protects the freedom of all to live, work and learn together. Should a student behavior pose a threat to/constitute a violation of such required atmosphere, the Institution may adopt any measure –whether preventive or corrective- to preserve and/or restore the required atmosphere.

Enrolling in the \_\_\_\_\_ program implies having the necessary maturity, independence and physical and mental health stability to live abroad on your own, to participate efficiently and harmoniously in all aspects of the Program and in the Berklee Community and also not to prevent others from doing so.

As part of its commitment to favor the creation of the proper atmosphere to successfully follow the Program, the Institution provides only limited medical services (such as administration of non-prescription medications or referral to appropriate medical professionals) and a compulsory individual health insurance policy, which includes health coverage according to the terms and conditions set forth in said insurance policy (hereinafter, the Insurance Health Policy). The Institution does not provide services other than those already mentioned. Prospective students having a particular need should contact Berklee's Student Affairs Office before enrolling in the Program in order to confirm that all information required to let him /her find the way to satisfy his/her need is available at our Student Affairs Office.

I understand that participation in the program is voluntary and that there is no requirement to participate. I also agree to abide by directives and precautions given by college leaders or officials.

I have read and understood the above provisions and voluntarily agree to be bound by them

Student Name \_\_\_\_\_

Student Signature \_\_\_\_\_

Dated \_\_\_\_\_

**I understand that references in this document to Berklee, the College, Berklee College of Music, or the Valencia Campus, shall be deemed to refer to Berklee College of Music, Inc. and Berklee College of Music Delegación de la Fundación en España (CIF: G98483779) as well as any subsidiaries or parents of either.**

I represent and acknowledge that:

- I. I have the necessary personal independence, maturity and –both mental and physical- health stability so as to enroll the Program and follow and attend efficiently all Program activities and tasks.

Should keeping such health stability require receiving specialized treatment in Spain, I undertake to strictly follow such treatment under the supervision of specialized health personnel in Spain and to instruct the specialized health personnel who have supervised the treatment of a particular illness or disorder in my country to share all relevant medical information they have with the specialized health personnel supervising my treatment in Spain.

- II. I hereby acknowledge that the Institution's Dean is entitled to require from me at any moment -whenever he considers that the seriousness of the circumstances so requires- to show sufficient evidence, via a current medical certificate, that I have the necessary mental and physical health stability to enroll in and follow the Program. Failure to provide sufficient evidence may be a cause of dismissal.

- III. I agree to abide by all rules and procedures contained in the Student Code of Community Standards, the Equity Policy and Process, Valencia Student Handbook, the Policy Handbook for Students 2018-2019 and Berklee internal policies, regulations and rules. I acknowledge that, among others, conduct that may be cause of dismissal from the Program include:

- Unlawful conduct
- Academic or personal misconduct
- Acts involving dishonesty, fraud, deceit or misrepresentation
- Acts or conduct involving harassment or discrimination, or threatening behavior of any type.

- IV. In addition, I acknowledge and agree that the Institution's Dean (or another representative professional from Berklee) is entitled, to take any action he may consider appropriate, independently of any other internal disciplinary measures, in order to protect my wellbeing and/or the wellbeing of other students if the Institution is aware of any risk situation such as (but not only):

- Acts or threats to harm yourself or harm others
- Bizarre behavior related to serious mental health problems
- Abuse of drugs or drug addiction,
- Risk of suicide
- Dangerous mental health symptoms that may cause you lose your personal independence or seriously damage a functional and healthy lifestyle.

I acknowledge and agree that Berklee College of Music or Berklee College of Music Delegación de la Fundación en España is not responsible for any of my health problems or the care or assistance I may need during the Program. I further agree that all expenses and liability for expenses incurred with respect to my health or the care or assistance I may need during the Program shall be fully assumed by me if not covered by the Health Insurance Policy. Berklee College of Music and Berklee College of Music Delegación de la Fundación en España are not liable to any damage caused by entities or persons recommended by Berklee Counseling Services or by health institutions or personnel under the Health Insurance Policy.

The information I provided on this form is true and correct to the best of my knowledge.

As a prospective student of the Program, I understand my responsibilities. My signature at the end of the document indicates that I have read and acknowledged each statement, and my intentions to comply with Berklee procedures and rules at all times and with this document. Non-compliance may result in being dismissed from the Program.

Upon signing this document, I acknowledge that I have read and that I accept the Valencia Student Handbook, the Student Code of Community Standards the Equity Policy and Process, and the Policy Handbook for Students 2018-2019.

Student Name \_\_\_\_\_

Student Signature \_\_\_\_\_

Dated \_\_\_\_\_



Berklee College of Music

Consent for Emergency Medical Treatment Form

\*This form is mandatory for all students. Please print clearly.

Student First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

I understand that enrolling in and participating in an international program such as the First Year Abroad, Study Abroad, or any of our Graduate Programs comes, as many other activities in the life, with potential for risk of danger to me and I am willing to assume such risks, I agree that I will not hold Berklee College of Music, Inc., or Berklee Valencia S.L.U. or any of their employees, agents, trustees, officers, subsidiaries, or parent companies responsible for any damage, costs, liability, or personal injuries caused or sustained by me during any Program's activities.

EMERGENCY CONTACT(S) (At least one parent/legal guardian is required to be listed below for students<sup>1</sup> under age 18)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Evening Phone: \_\_\_\_\_

Evening Phone: \_\_\_\_\_

FITNESS FOR PARTICIPATION

I hereby certify that the above named student is physically fit to participate in the above named Program. I understand that the Activity is voluntary and that there is no requirement to participate.

\_\_\_\_\_

(Signature of student)

\_\_\_\_\_

Dated

\_\_\_\_\_

(Signature(s) of Parent(s)/Legal Guardian(s))  
if student is under age 18

\_\_\_\_\_

Dated

MEDICAL TREATMENT CONSENT

I consent to emergency medical treatment if it is determined to be necessary by college official following the opinion of a licensed medical professional and do hereby authorize the staff of Berklee College of Music to obtain medical attention for the above named student should a medical concern arise that, in the opinion of a licensed medical professional, requires attention. I do hereby give consent to any necessary examination, anesthetic, medical diagnosis, surgery or treatment, and/or hospital care to be rendered to the above-named student under the general or special supervision and on the advice of any licensed medical professional during the program period. I accept responsibility for payment of all services rendered; I authorize any medical facility which renders services to release medical information necessary for the processing of insurance claims or treatment; and I authorize the payment of insurance claims directly to the medical facility. I understand that whenever possible, Berklee College of Music staff will make a good faith effort to contact the above-named person(s) before seeking treatment. If this is not possible, I understand that the staff will notify such person(s) as soon as possible of any and all diagnoses and treatments.

I do hereby release and forever discharge Berklee College of Music and its employees, agents, officers, trustees, affiliates and representatives from any and all liability of any kind for any claim, demand, action, cause of action, expense, judgment or cost, including without limitation attorney's fees, which arise out of or relate in any manner to the exercise of authority or judgment pursuant hereto, or to the securing, oversight, administration or supervision of medical or other care or treatment on behalf of the student at any time or any travel incident thereto.

**(Please note:** Our staff cannot administer any medications, prescription or non-prescription to program attendees. The Berklee Medical Assistance team may administer non-prescription medications, to students over the age of 18 and only after speaking with a parent or guardian of students under the age of 18. If the student will need to take prescription medications while attending the program, s/he must assume responsibility for taking the medication as needed or indicated.)

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(Signature of student)

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Dated

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(Signature(s) of Parent(s)/Legal Guardian(s))  
if student is under age 18

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Dated