**Grant agreement for Erasmus+ traineeship**

**KA1 Higher Education Programme**

**Grant Agreement n. 2022/\_\_\_\_\_\_\_**

UNIVERSITA’ DI SIENA – I SIENA01

Address: Banchi di sotto n. 55, 53100 Siena

Called hereafter "the institution", represented for the purposes of signature of this agreement by

Name: Roberto

Forename: Di Pietra

Function of the Legal Representative: Rector

Mr/Mrs/Ms [Student name and forename]

Date of birth: Nationality:

Address: [official address in full]

Phone: E-mail:

Gender: [Male/Female/Undefined] Academic year: 20../20..

Study cycle: [First cycle/Second cycle/Third cycle/Short cycle/One-cycle study programme]

Subject area: [degree in sending institution] Code: [ISCED-F code]

Number of completed higher education study years:

Student with: [ ]  a financial support from Erasmus+ EU funds

 [ ]  a zero-grant

 [ ]  a financial support from Erasmus+ EU funds combined with zero-grant

The financial support includes: [ ]  special needs support

 [ ]  financial support to student with disadvantaged background

Details of the Bank account or card must be uploaded in the Segreteria on-line.

Called hereafter “the participant”, of the other part,

Have agreed to the Special Conditions and Annexes below which form an integral part of this agreement ("the agreement"):

[Key Action 1 – HIGHER EDUCATION]

Annex I [Learning Agreement for Erasmus+ mobility for studies/ Learning Agreement for Erasmus+ mobility for traineeships/Learning Agreement for Erasmus+ mobility for studies and for traineeships]

Annex II General Conditions

Annex III Erasmus Student Charter

The terms set out in the Special Conditions shall take precedence over those set out in the annexes.

[It is not compulsory to circulate papers with original signatures for Annex I of this document: scanned copies of signatures and electronic signatures may be accepted, depending on the national legislation or institutional regulations.]

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

1.1 The institution shall provide support to the participant for undertaking a mobility activity for [studies/traineeships/studies and traineeship] under the Erasmus+ Programme.

1.2 The participant accepts the support specified in article 3 and undertakes to carry out the mobility activity for [studies/ traineeships/ studies and traineeship] as described in Annex I.

1.3 Amendments to the agreement, including to the start and end dates, shall be requested and agreed by both parties through a formal notification by letter or by electronic message.

ARTICLE 2 – ENTRY INTO FORCE AND DURATION OF MOBILITY

2.1 The agreement shall enter into force on the date when the last of the two parties signs.

2.2 The mobility period

|  |  |
| --- | --- |
| Shall start on |  |
| And end on |  |

The start date of the mobility period shall be the first day that the participant needs to be present at the receiving organisation. [The start date of the mobility period shall be the first day of language course attendance outside the receiving organisation]. The end date of the period abroad shall be the last day the participant needs to be present at the receiving organisation.

|  |  |
| --- | --- |
| Host Organisation |  |
| Country |  |

2.3 The participant shall receive a financial support from Erasmus+ EU funds for \_\_\_\_\_\_\_ months and \_\_\_\_\_\_ days [if the participant receives a financial support from Erasmus+ EU funds: the number of months and extra days shall be equal to the duration of the mobility period. If the participant receives a financial support from Erasmus+ EU funds combined with a zero-grant period: the number of months and extra days shall correspond to the period covered by financial support from Erasmus+ EU funds, which shall be provided at least for the minimum duration of the period abroad (2 months for traineeships and 3 months or 1 academic term or trimester for studies)]; [If the participant receives a zero-grant for the entire period: this number of months and extra days should be 0].

2.4 The total duration of the mobility period shall not exceed 12 months, including any zero grant period.

2.5 Demands to the institution to extend the period of stay should be introduced at least one month before the end of the originally planned mobility period.

2.6 The Transcript of Records or Traineeship Certificate (or statement attached to these documents) shall provide the confirmed start and end dates of duration of the mobility period.

ARTICLE 3 – FINANCIAL SUPPORT

3.1 The financial support for the mobility period is EUR \_\_\_\_\_\_\_\_\_\_\_\_\_, corresponding to EUR \_\_\_\_\_\_\_\_\_\_\_ per month and EUR \_\_\_\_\_\_\_\_\_\_\_\_[…] per extra days.

3.2 The amount for the mobility period shall be determined by multiplying the number of months of the mobility specified in article 2.3 with the rate applicable per month for the receiving country concerned. In the case of incomplete months, the financial support is calculated by multiplying the number of days in the incomplete month with 1/30 of the unit cost per month.

3.3 The reimbursement of costs incurred in connection with special needs [or expensive travel costs], when applicable, shall be based on the supporting documents provided by the participant.

3.4 The financial support may not be used to cover similar costs already funded by EU funds.

3.5 Notwithstanding article 3.4, the grant is compatible with any other source of funding including revenue that the participant could receive working beyond its studies/traineeship as long as he//she carries out the activities foreseen in Annex I.

3.6 The financial support or part thereof shall be repaid if the participant does not comply with the terms of the agreement [NA to complete with specific recovery rules if needed]. If the participant terminates the agreement before it ends, he/she shall have to refund the amount of the grant already paid, except if agreed differently with the sending institution. However, when the participant has been prevented from completing his/her mobility activities as described in Annex I due to force majeure, he/she shall be entitled to receive at least the amount of the grant corresponding to the actual duration of the mobility period. Any remaining funds shall have to be refunded, except if agreed differently with the sending institution. Such cases shall be reported by the sending institution and accepted by the National Agency.

ARTICLE 4 – PAYMENT ARRANGEMENTS

4.1 A pre-financing payment shall be made to the Participant upon receipt of confirmation of arrival by the Participant representing the 80% of the amount specified in Article 3. In case the Participant did not provide the supporting documents in time, according to the sending Institution's timeline, a later payment of the pre-financing can be exceptionally admissible.

4.2 If the payment under article 4.1 is lower than 100% of the financial support, the submission of the online EU survey shall be considered as the Participant's request for payment of the balance of the financial support. The Institution shall have 45 calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.

ARTICLE 5 – INSURANCE

5.1 The Participant has an adequate insurance coverage provided by the Institution.

5.2 Health insurance coverage, usually basic coverage, is provided by the National Health Service as well during his/her stay in another EU country through the European Health Insurance Card. However, the coverage of the European Health Insurance Card or private insurance may not be sufficient, especially in case of repatriation and specific medical intervention. In that case, a complementary private insurance might be useful. The Participant has to contact the Local Health Agency (ASL) for additional information or visit http://www.salute.gov.it/portale/temi/p2\_4.jsp?lingua=italiano&area=Assistenza%20sanitaria

5.3 Liability insurance coverage (covering damages caused by the student at the workplace [/study place if foreseen for studies]) is provided by the Institution:

https://www.unisi.it/sites/default/files/Lotto%201%20-%20%28CIG%20713879934C%29%20-%20Polizza%20di%20assicurazione%20della%20responsabilit%C3%A0%20civile%20verso%20terzi%20e%20prestatori%20d%27opera.PDF.

5.4 Accident insurance coverage related to the student's tasks (covering at least damages caused to the student at the workplace [/study place if foreseen for studies]) is provided by the Institution:

https://www.unisi.it/sites/default/files/Lotto%205%20-%20capitolato%20polizza%20Infortuni%20cumolativa.pdf.

ARTICLE 6 – ONLINE LINGUISTIC SUPPORT [Only applicable for mobilities for which the main language of instruction or work is Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Irish Gaelic, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish, or Swedish (or additional languages once they become available in the Online Linguistic Support (OLS) tool), with the exception of native speakers]

6.1 The participant must carry out the OLS language assessment before and at the end of the mobility period. The completion of the online assessment before departure is a pre-requisite for the mobility, except in duly justified cases.

6.2 The level of language competence in [main language of instruction/work to be specified] that the student already has or agrees to acquire by the start of the mobility period is: A1[ ]  A2[ ]  B1[ ]  B2[ ]  C1[ ]  C2[ ]

6.3 The participant shall follow the OLS language course, starting as soon as they receive access and making the most out of the service. The participant shall immediately inform the institution if he/she is unable to carry out the course, before accessing it.

6.4 The payment of the final instalment of the financial support is subject to the completion of the compulsory OLS language assessment at the end of the mobility.

ARTICLE 7 – EU SURVEY

7.1 The participant shall complete and submit the online EU Survey after the mobility abroad within 30 calendar days upon receipt of the invitation to complete it. Participants who fail to complete and submit the online EU Survey may be required by their institution to partially or fully reimburse the financial support received.

7.2 A complementary online survey may be sent to the participant allowing for full reporting on recognition issues.

ARTICLE 8 – LAW APPLICABLE AND COMPETENT COURT

8.1 The Agreement is governed by the Italian law.

8.2 The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the institution and the participant concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

Drawn up in duplicate

SIGNATURES

For the participant For the Università di Siena

[name / forename]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Roberto Di Pietra, Rector

[signature] [signature]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Done at [place], [date] Done at [place], [date]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Siena,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annex I**

**Learning Agreement for Erasmus+ mobility for studies**

[**https://www.unisi.it/sites/default/files/learning-studies\_en.docx**](https://www.unisi.it/sites/default/files/learning-studies_en.docx)

To be sent to erasmus.out@unisi.it at the end of the mobility with all the signatures requested.

**Annex II**

**GENERAL CONDITIONS**

**Article 1: Liability**

Each party of this agreement shall exonerate the other from any civil liability for damages suffered by him or his staff as a result of performance of this agreement, provided such damages are not the result of serious and deliberate misconduct on the part of the other party or his staff.

The National Agency of [country], the European Commission or their staff shall not be held liable in the event of a claim under the agreement relating to any damage caused during the execution of the mobility period. Consequently, the National Agency of [country] or the European Commission shall not entertain any request for indemnity of reimbursement accompanying such claim.

**Article 2: Termination of the agreement**

In the event of failure by the participant to perform any of the obligations arising from the agreement, and regardless of the consequences provided for under the applicable law, the institution is legally entitled to terminate or cancel the agreement without any further legal formality where no action is taken by the participant within one month of receiving notification by registered letter.

If the participant terminates the agreement before its agreement ends or if he/she fails to follow the agreement in accordance with the rules, he/she shall have to refund the amount of the grant already paid, except if agreed differently with the sending organisation.

In case of termination by the participant due to "force majeure", i.e. an unforeseeable exceptional situation or event beyond the participant's control and not attributable to error or negligence on his/her part, the participant shall be entitled to receive at least the amount of the grant corresponding to the actual duration of the mobility period. Any remaining funds shall have to be refunded, except if agreed differently with the sending organisation.

**Article 3: Data Protection**

All personal data contained in the agreement shall be processed in accordance with Regulation (EC) No 2018/1725 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the EU institutions and bodies and on the free movement of such data. Such data shall be processed solely in connection with the implementation and follow-up of the agreement by the sending institution, the National Agency and the European Commission, without prejudice to the possibility of passing the data to the bodies responsible for inspection and audit in accordance with EU legislation (Court of Auditors or European Antifraud Office (OLAF)).

The participant may, on written request, gain access to his personal data and correct any information that is inaccurate or incomplete. He/she should address any questions regarding the processing of his/her personal data to the sending institution and/or the National Agency. The participant may lodge a complaint against the processing of his personal data to the European Data Protection Supervisor with regard to the use of the data by the European Commission.

**Article 4: Checks and Audits**

The parties of the agreement undertake to provide any detailed information requested by the European Commission, the National Agency of [country] or by any other outside body authorised by the European Commission or the National Agency of [country] to check that the mobility period and the provisions of the agreement are being properly implemented.