



**UNIVERSITÀ
DI SIENA**
1240

Erasmus+ participant grant agreement KA131 – 2025

ANNEX 6: TEMPLATE FOR AGREEMENT BETWEEN BENEFICIARIES AND PARTICIPANTS

AGREEMENT – ERASMUS+ - STUDENT MOBILITY FOR STUDIES

Agreement N. 2025/ LEAVE IT BLANK

Project code: 2025-1-IT02-KA131-HED-000311159

Field: Higher Education

Academic Year: 2026/2027

Erasmus+ mobility ID number [if applicable]

PREAMBLE

This **Agreement** ("the Agreement") is between the following parties:

on the one part,

the **Organisation** 'the organisation'),

Address: Università di Siena

Email: rettore@unisi.it

represented for the purposes of signature of this agreement by

First name: Roberto

Last name(s): Di Pietra

Function: Rector

and, on the other part,

"The **Participant**" **NAME AND SURNAME**

[first name and family name]

Fiscal code:

Date of birth:

Address: [official address in full]

Phone:

E-mail:

Nationality:

Cycle of studies:

☐ Cycle I

☐ Cycle II

☐ Cycle III

☐ Short cycle

Degree level:

Code: Code ISCED:

Year/Stage:

DETAILS

The parties referred to above have agreed to enter into this Agreement.
The Agreement is composed of:

Terms and Conditions

- Annex I Erasmus+ learning agreement for student mobility for studies
 Erasmus+ learning agreement for student mobility for traineeships¹
- Annex II Erasmus Student Charter

The terms set out in the Terms and 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 Italian legislation or institutional regulations. Learning agreements are exchanged and approved digitally within the Erasmus Without Paper Network.

FLAG THE GRANT/S

Total amount includes:

- ☐ Monthly base amount for individual support for long-term physical mobility
- ☐ Monthly base amount for individual support for short-term physical mobility
- ☐ Top-up amount for students and recent graduates with fewer opportunities equal to 250 EUR per month (in case of long-term mobility)
- ☐ Top-up amount for students and recent graduates with fewer opportunities equal to 100 EUR per month (in case of short-term mobility up to the 14th day)
- ☐ Top-up amount for students and recent graduates with fewer opportunities equal to 150 EUR per month (in case of short-term mobility for a period between 15 and 30 days)
- ☐ Travel support (green travel or non-green travel)
- ☐ Travel days (additional individual support days)
- ☐ Exceptional cost for expensive travel (based on real costs)
- ☐ Inclusion support (based on real costs)

The student receives [choose one]:

- ☐ a financial support from Erasmus+ EU funds
- ☐ No financial support from Erasmus+ EU funds ("a zero-grant")
- ☐ a partial financial support from Erasmus+ EU funds for part of the physical duration

¹ If the receiving organisation organises a mobility for traineeship in an enterprise in the Partner country, the Learning Agreement will be signed by the 4 parties involved (student, sending institution, receiving institution, host company).

TERMS AND CONDITIONS

ARTICLE 1 – SUBJECT OF THE AGREEMENT

- 1.1.** This Agreement sets out the rights and obligations and terms and conditions applicable to the support awarded to carry out a mobility activity under the Erasmus+ Programme.
- 1.2.** The organisation will provide support to the **Participant** for undertaking a mobility activity.
- 1.3.** The **Participant** accepts the support or the provision of services as specified in Article 3 and undertakes to carry out the mobility activity as described in Annex I.
- 1.4.** Amendments to this agreement will be requested and agreed by both parties through a formal notification by letter or by electronic message.

ARTICLE 2 – DURATION OF MOBILITY

- 2.1.** The physical mobility period shall

Start on date	START DATE OF THE ACTIVITIES
End on date	DATE OF THE LAST GIVEN EXAMS OR ACTIVITIES

- 2.2.** The period covered by the Agreement includes: **THE PERIOD CANNOT BE LONGER THAN THE MONTHS ASSIGNED**
- A physical mobility period from _____ to _____ equal to _____ days
(specify the total days of physical mobility)
 - a virtual component from _____ to _____ (in case of blended mobility)
- 2.3.** The certificate issued by the receiving organisation at the end of the period abroad (*Erasmus certificate*) shall provide the confirmed start and end dates of duration of the mobility period, including the virtual component (if applicable).

The start and end dates of the physical mobility period shall coincide with, respectively, the first day that the **Participant** needs to be physically present at the receiving organisation and the last day the **Participant** needs to be physically present at the receiving organisation

Name of receiving organisation	NAME OF THE RECEIVING UNIVERSITY
ERASMUS code (if applicable)	ERASMUS CODE OF THE RECEIVING UNIV (CHECK THE DESTINATION EXCEL FILE)
Country	

ARTICLE 3 – FINANCIAL AND OTHER SUPPORT

- 3.1.** The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide Call 2025 and the relevant National Provisions.
- 3.2.** The **Participant** will receive a financial support from Erasmus+ EU funds for _____ days of physical mobility. [The number of days will be equal to the duration of the physical mobility period. If the participant will not receive the financial support for a part or the entire mobility period, this number of days is to be adjusted accordingly].

**CALCULATE THE DAYS WITH THE PERIOD CALCULATOR
AVAILABLE IN THE BEFORE THE MOBILITY WEBPAGE**

3.3. The Participant may submit a request concerning the extension of the physical mobility up to the maximum activity duration set out in the Erasmus+ Programme Guide Call 2025, of _____ days within 30 days before the end of the mobility period. If the Organisation agrees to extend the duration of the mobility period, the Agreement will be amended accordingly.

3.4. The organisation will provide the participant the total financial support for the mobility period and travel grant, if applicable, in the form of a payment of EUR_____

DO NOT ADD THE MINISTERIAL GRANT

Divide the days indicated in section 3.2 by 30 and multiply them by the European monthly allowance(s).
[For "zero grant" participants enter: "0"]

Individual support contribution	€	CALCULATE THE TOTAL CONSIDERING THE PERIOD IN PERSON INCLUDING THE FEWER OPPORTUNITIES GRANT IF ASSIGNED
Travel contribution	€	WRITE THE TRAVEL GRANT ON THE BASIS OF THE DISTANCE BTW SIENA AND THE HOST TOWN USING THE ERASMUS DISTANCE CALCULATOR https://erasmus-plus.ec.europa.eu/es/resources-and-tools/distance-calculator

3.5. The financial support provided for (inclusion support, travel support, top-up for fewer opportunities), will be based on the supporting documents provided by the participant.

ARTICLE 4 – ENTITLEMENT TO FINANCIAL SUPPORT

- 4.1.** The participant is entitled to financial support based on the Article 3 above if they have actually undertaken the activity during the period set out in Article 2. Where financial support is based on real costs, these must be based on supporting documents such as invoices, receipts, etc.
- 4.2.** The financial support may not be used to cover costs for activities already funded by Union funds. It is nonetheless compatible with any other source of funding. This includes a salary that the participant could receive for their traineeship or teaching activities, or for any work outside their mobility activities as long as they carry out the activities foreseen in Annex 1.
- 4.3.** The participant may not claim reimbursement for currency exchange losses or bank costs charged by the participant's bank for transfers from the organisation.

ARTICLE 5 – PAYMENT ARRANGEMENTS

- 5.1.** An advance payment of the 80% of the total grant shall be made to the participant within 30 days upon receipt of the Erasmus certificate.
- 5.2.** The submission of the participant final report via the online EU Survey tool shall be considered as the **Participant's** request for payment of the balance of the financial support. The organisation shall have 45 days to make the balance payment or to issue a recovery order in case a reimbursement is due.

ARTICLE 6 – RETURN OF FINANCIAL SUPPORT BY PARTICIPANT

- 6.1.** If the participant does not comply with the terms of the agreement or terminates the agreement before it ends for reasons other than stated in Art 13.1, the Participant will have to return the amount of the financial support already paid, except if agreed differently with the organisation. The latter shall be reported by the organisation and accepted by the National Agency.

ARTICLE 7 – INSURANCE

- 7.1.** The organisation will make sure that the participant has adequate insurance coverage before starting the mobility either by providing itself the insurance, or by making an agreement with the receiving organisation for the latter to provide the insurance, or by providing the participant with the relevant information and support to take an insurance on their own.
- 7.2.** Insurance coverage of the University of Siena includes **a liability insurance and an accident insurance.**

[In the case of intra-European mobility, the participant's national health insurance will include a basic coverage during their stay in another EU country through the European Health Insurance Card. However, this coverage may not be sufficient for all situations, for example in case of repatriation or special medical intervention or in case of international mobility. In that case, a complementary private health insurance may be needed.

Liability and accident insurances cover damages caused by the participant or to the participant during their stay abroad. Varying regulation of these insurances is in place in different countries and participants run the risk of not being covered by standard schemes, for example if they are not considered to be employees or formally enrolled at their receiving organisation. In addition to the above, insurance against loss or theft of documents, travel tickets and luggage is recommended. The National Agency may amend Article 7.2 if there is a justification to adapt the default requirements to the national context.]

Insurance company: AXA

Insurance number: 410655687 and 410646836

7.3. The responsible party for taking the insurance coverage for the duration of the mobility is:

- ☒ the organisation
- ☐ the participant
- ☐ the receiving organisation

[In the case of separate insurances, the responsible parties may be different and will be listed here according to their respective responsibilities].

ARTICLE 8 – LANGUAGE LEVEL AND ONLINE LANGUAGE SUPPORT (OLS)

8.1. The **Participant** may carry out the OLS language assessment in the language of mobility (if available) before the mobility period and make use of the language courses available on the OLS platform.

8.2. [Optional - only if not included in the Learning Agreement]

The level of language competence in _____ [main language of instruction/work to be specified] that the participant already has or agrees to acquire by the start of the mobility period is:

A1 ☐ **A2** ☐ **B1** ☐ **B2** ☐ **C1** ☐ **C2** ☐

ARTICLE 9 – PARTICIPANT REPORT (EU Survey)

9.1. The **Participant** shall complete and submit the participant report on their mobility experience (via the online EU Survey tool) within 30 calendar days upon receipt of the invitation to complete it. Participants who fail to complete and submit the online participant report may be required by their organisation to partially or fully reimburse the financial support received.

ARTICLE 10 – ETHICS AND VALUES

10.1. The mobility activity must be carried out in line with the highest ethical standards and the applicable EU, international and national law.

10.2. The **Participant** must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

10.3. If a **Participant** breaches any of its obligations under this Article, the financial support may be reduced or not be paid.

ARTICLE 11 – DATA PROTECTION

11.1. Any personal data under the agreement will be processed under the responsibility of the data controller identified in the privacy statement in accordance with the applicable data provision legislation, in particular Regulation 2018/1725² and related national data protection acts and for the purposes set out in the Privacy Statement available at:

<https://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>.

11.2. Such data will be processed solely in connection with the implementation and follow-up of the agreement by the organisation, 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)).

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

ARTICLE 12 – AGREEMENT SUSPENSION

12.1. The agreement may be suspended by initiative of the **Participant** or of the organisation if exceptional circumstances — in particular *force majeure* (see Article 16) — make implementation impossible or excessively difficult. The suspension will take effect on the day agreed by written notification by the parties. The agreement may be resumed afterwards.

12.2. Either party may — at any moment — suspend the agreement, if the other party has committed or is suspected of having committed:

- a) substantial errors, irregularities or fraud or
- b) serious breach of obligations under this agreement or during its award (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethics rules (if applicable), etc.).

12.3. Once circumstances allow for implementation to resume, the parties must immediately agree on the resumption date (one day after suspension end date). The suspension will be lifted with effect from the suspension end date.

12.4. During the suspension, no financial support will be paid to the **Participant**.

12.5. The **Participant** may not claim damages due to suspension by the organisation.

12.6. Suspension does not affect the organisation's right to terminate the agreement (see Article 13).

ARTICLE 13 – TERMINATION OF THE AGREEMENT

13.1. The agreement may be terminated by either party if circumstances arise that render the execution of the agreement impracticable, impossible or excessively difficult.

13.2. In case of such termination, the participant will be entitled to receive at least the amount of the financial support corresponding to the actual duration of the activity period. The participant will have to return any remaining funds.

² Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC.

- 13.3.** In the event of serious breach of obligations or if either party has committed irregularities, fraud, corruption, or is involved in a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking, the other party may terminate the agreement through formal notification.
- 13.4.** The organisation reserves the right to initiate a court action if any requested refund is not voluntarily issued within the deadline notified to the participant by registered letter.
- 13.5.** The termination will take effect on the date specified in the notification; 'termination date'.
- 13.6.** The participant may not claim damages due to termination by the organisation.

ARTICLE 14 – CHECKS AND AUDITS

- 14.1.** The parties of the agreement undertake to provide any detailed information requested by the European Commission, the Italian Erasmus+ National Agency INDIRE or by any other outside body authorised by the European Commission or the Italian Erasmus+ National Agency INDIRE to check that the mobility period and the provisions of the agreement are being or were properly implemented.
- 14.2.** Any finding related to the agreement may lead to the measures set in Article 6 or to further legal action in the terms of the applicable national law.

ARTICLE 15 – DAMAGES

- 15.1.** Each party of this agreement exonerates the other from any civil liability for damages suffered by them or their 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 their staff.
- 15.2.** The Italian National Agency Erasmus+ INDIRE, the European Commission or their staff will 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 Italian National Agency Erasmus+ INDIRE or the European Commission will not entertain any request for indemnity of reimbursement accompanying such claim.

ARTICLE 16 – FORCE MAJEURE

- 16.1.** A party prevented by force majeure from fulfilling its obligations under the agreement cannot be considered in breach of them.
- 16.2.** 'Force majeure' means any situation or event that:
- prevents either party from fulfilling their obligations under the agreement,
 - was unforeseeable, exceptional situation and beyond the parties' control,
 - was not due to error or negligence on their part (or on the part of other participating entities involved in the action), and
 - proves to be inevitable in spite of exercising all due diligence.
- 16.3.** Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.
- 16.4.** The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible.

ARTICLE 17 – LAW APPLICABLE AND COMPETENT COURT

- 17.1.** The Agreement is governed by Italian Law.
- 17.2.** The competent court determined in accordance with the applicable national law will have sole jurisdiction to hear any dispute between the organisation and the **Participant** concerning the

interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

ARTICLE 18 – ENTRY INTO FORCE

The agreement will enter into force on the day of signature by the organisation or the participant, depending on which is later.

SIGNATURES

For the **Participant**

[name / forename]

[signature]

Done at [place], [date]

For the **Organisation**

[name / forename / function]

[signature]

Done at [place], [date]

**ORIGINAL SIGNATURE
WITH A BLUE PEN**

Annex I

**Erasmus+ learning agreement for student mobility for studies
Erasmus+ learning agreement for student mobility for traineeships**

<https://erasmus-plus.ec.europa.eu/resources-and-tools/learning-agreement>

Annex II

Erasmus Student Charter

<https://erasmus-plus.ec.europa.eu/document/erasmus-student-charter>

