



**UNIVERSITÀ
DI SIENA**
1240

**Please complete the form on your computer, print it out,
sign it with a blue pen, and submit it as instructed on the
Before the mobility webpage**

AGREEMENT BETWEEN BENEFICIARIES AND PARTICIPANTS

AGREEMENT – ERASMUS+ - STUDENT MOBILITY FOR STUDIES

Agreement N. 2024/ _____

TO BE LEFT BLANK

Project code: 2024-1-IT02-KA131-HED-000226

Field: Higher Education

Academic Year: 2025/2026.

Erasmus+ mobility ID number: n/a

PREAMBLE

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

on the one part,

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

UNIVERSITY OF SIENA

Address: [official address in full]	Banchi di sotto n. 55, 53100 Siena, Italy
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**"

Mr/Ms/Miss first and last name(s):

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: **THE NAME OF THE DEGREE COURSE**
Code: Code ISCED: **THE SAME CODE INDICATED IN THE LEARNING AGREEMENT**
Year/Stage:

The two parties

HAVE AGREED

to the Terms and Conditions and Annexes below which form an integral part of this agreement (hereinafter "the **agreement**"):

Annex I **Erasmus+ learning agreement for student mobility for studies**
Annex II **Erasmus+ learning agreement for student mobility for traineeships**
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.

The financial support with Erasmus+ EU funds includes [select applicable options on the basis of the type of student mobility for studies or for traineeship]:

- ☐ Monthly base amount for individual support for long-term mobility
- ☐ Top-up amount for students with fewer opportunities equal to 250 EUR per month (in case of long-term mobility)
- ☐ Travel days (additional individual support days)
- ☐ Inclusion support (based on real costs)

SELECT THE FIRST AND THIRD OPTION. THE SECOND OPTION ONLY IF FEWER OPPORTUNITIES ASSIGNEE

The student receives [select applicable option]:

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

FIRST OPTION

TERMS AND CONDITIONS

ARTICLE 1 – SUBJECT OF THE AGREEMENT

- 1.1.** This Agreement sets out the rights and obligations, terms and conditions applicable to the financial support granted to carry out an Erasmus+ mobility.
- 1.2.** The organisation will provide support to the **Participant** to undertake an Erasmus+ mobility.
- 1.3.** The **Participant** accepts the support or the provision of services as specified in Article 3 and undertakes to carry out the mobility as described in Annex I.
- 1.4.** Amendments to the agreement will be requested in written form and agreed by both parties through a formal exchange by post or by email.

ARTICLE 2 – DURATION OF MOBILITY THE PERIOD CANNOT BE LONGER THAT THE MONTHS ASSIGNED

2.1. The physical mobility period shall

Start on date	IT CAN BE THE START DATE OF THE WELCOME WEEK OR THE LANGUAGE COURSE OR THE CLASSES
End on date	IT IS THE DATE OF THE LAST DAY OF ACTIVITIES AT THE RECEIVING UNIVERSITY

2.2. The period covered by this Agreement includes:

- o A period of physical mobility from _____ to _____ for a total of _____ days (specify the total days of physical mobility)
- o If applicable, a virtual component from _____ to _____ (in case of blended mobility)
- o If applicable, travel days covered by the financial contribution _____ (specify the number of days spent travelling)

ERASMUS MONTHS ARE ALL 30 DAYS LONG. A FULL MONTH ENDS ON THE DAY PRECEDING THE START DAY (I.E. 3/9/2025-2/10/2025)

USE THE PERIOD CALCULATOR:

<https://www.unisi.it/sites/default/files/allegatiparagrafo/Period-Calculator.xlsx>

2.3. The certificate issued by the receiving organisation at the end of the period abroad (*Transcript of Records*) - or other statements attached to these documents - shall provide the confirmed start and end dates of duration of the mobility period, included 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 university	SEE THE DESTINATION EXCEL FILE
ERASMUS code	SEE THE DESTINATION EXCEL FILE
Country	

ARTICLE 3 – FINANCIAL SUPPORT

3.1. The financial support is calculated according to the funding rules indicated in the Erasmus+ Programme Guide Call 2024 and the relevant National Provisions.

3.2. The **Participant** will receive a financial contribution from Erasmus+ EU funds for _____ days of physical mobility. [The number of indicated days is equal to the duration of the physical mobility period plus any travel days, including additional days for green travel, if applicable. If the participant does not receive the financial contribution for a part or for the entire mobility period, the indicated number of days will have to be adjusted accordingly]

3.3. The Participant may submit a request concerning the extension of the physical mobility within the deadlines set in the Program Guide, i.e., within 30 days before the end of the mobility period. If the Organisation accepts the request for extension, this Agreement needs to be amended accordingly.

- 3.4.** The Participant receives a total financial support for the mobility period - and for travel days, if applicable - equal to _____ EUR **Round down the sum of the following table**

THE MINISTERIAL CONTRIBUTION HAS NOT TO BE CALCULATED

[For "zero grant" participants enter: "0"]

Individual support contribution	MONTHLY CONTRIBUTION (DESTINATION + FEWER OPPORTUNITIES IF ASSIGNED) MULTIPLIED BY THE MONTHS (MOBILITY DAYS DIVIDED BY 30), ROUNDED DOWN
Travel contribution	2/30 OF THE DESTINATION CONTRIBUTION, ROUNDED DOWN

- 3.5.** Reimbursement of costs incurred in connection with fewer opportunities (or where the participant is entitled to a travel support, the reimbursement of costs incurred for the expensive travel, sustainable travel support; inclusion support) where applicable, shall be based on the supporting documents provided by the **Participant**.

ARTICLE 4 – ELIGIBILITY OF COSTS

- 4.1.** In order to be eligible the costs must be actually used or produced by the **Participant** in the period set out in Article 2 and/or be necessary for implementing the activity in the Annex. The costs must comply with the applicable national law on taxes, labour and social security.
- 4.2.** Regarding actual costs (e.g. inclusion support) they must be based on supporting document such as invoices, receipts, etc.
- 4.3.** 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.
- 4.4.** The **Participant** may not claim reimbursement for currency exchange losses or bank costs charged by the **Participant's** bank for transfers from the sending organisation.

ARTICLE 5 – PAYMENT ARRANGEMENTS

- 5.1.** A pre-payment shall be made to the participant no later than 30 days upon receipt of confirmation of arrival by the **Participant**]

The pre-payment shall represent the 80% of the amount specified in Article 3. In case the **Participant** did not provide the supporting documents in time, according to the funding organisation's deadline, a later payment of the pre-payment can be accepted on exceptional circumstances and based on justified reasons.

- 5.2.** If the payment under article 5.1 is lower than 100% of the financial support, 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 calendar days (for outgoing mobility) and 20 days (for income mobility) to make the balance payment or to issue a recovery order in case a reimbursement is due.

ARTICLE 6 – RECOVERY

- 6.1.** The financial support or part thereof shall be recovered by the sending organisation if the participant does not comply with the terms of the agreement. If the participant terminates the agreement before it ends, the **Participant** shall have to return the amount of the grant already paid, except if agreed differently with the sending organisation. The latter shall be reported by the sending organisation and accepted by the National Agency.

ARTICLE 7 – INSURANCE

- 7.1.** The organisation shall make sure that the participant has adequate insurance coverage either by providing the insurance itself, 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.

[In case the receiving organisation is identified as the responsible party in art 7.3, a specific document shall be attached to this grant agreement defining the conditions of the insurance provision and including the consent of the receiving organisation.]

- 7.2.** Insurance coverage shall include a **health insurance, a liability insurance, and an accident insurance.**

[In the case of intra-EU mobility for studies, the insurance coverage for civil liability or against accidents is optional].

*[In the case of intra-EU 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 example in cases of repatriation and/or special medical intervention. 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. Different 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.]*

It is recommended to also include the following information:

- Insurance provider(s)
- Insurance number and insurance policy

Type of policy	Policy number	Company
GROUP ACCIDENT INSURANCE	410655687	AXA
GENERAL LIABILITY INSURANCE	410646836	AXA

All this should be in compliance with the legal and administrative provisions of the country of origin and of the host country.

- 7.3.** The responsible party for taking the insurance coverage 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.

*[For participants whose mobility lasts less than 14 days] The **Participant** can carry out the OLS language assessment in the language of mobility (if available) before the mobility period.*

- 8.2.** [Optional - only if not included in the Learning Agreement] The level of language competence in _____ [main language of instruction 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 10 days (for incoming long-term student mobilities) and within 30 calendar days (for all mobilities) 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.

- 9.2.** A complementary online survey may be sent to the **Participant** as regards the completion of the information related to the recognition of the activities that were carried out.

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 on ethical principles.
- 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 grant 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 2018/1725¹ 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 sending 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 sending 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.** The organisation may — at any moment — suspend the agreement, if the **Participant** 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**.

¹ 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.

- 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 termination due to *force majeure* (Article 16), the participant will be entitled to receive at least the amount of the financial support corresponding to the actual duration of the activity period. Any remaining funds will have to be recovered.
- 13.3.** In the event of serious breach of obligations or if the participant 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 organisation may terminate the agreement by formally notifying the other party.
- 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 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 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 – APPLICABLE LAW 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 shall 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 – APPLICABLE LAW AND COMPETENT COURT

The agreement will enter into force on the last date of signature by the parties.

Signed in two copies

SIGNATURES

For the **Participant**

SIGN IN ORIGINAL AND IN BLUE INK

[name / forename]

[signature]

Done at [place], [date]

For the **Organisation**

**THE OFFICE WILL HAVE THE
DOCUMENT SIGNED BY THE RECTOR**

Roberto Di Pietra, Rector

[signature]

Done at [place], [date]

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>

