

INSTRUCTIONS FOR THE AGREEMENT COMPILATION

TO BE TYPED

GRANT AGREEMENT MODEL FOR STUDENT MOBILITY FOR STUDIES KA1 HIGHER EDUCATION Erasmus+ Programme Programme and Partner Countries

Agreement N. 2023/ _____
(to be referenced in all correspondence)

LEAVE IT BLANK

UNIVERSITA' DI SIENA – I SIENA01

Address: Banchi di sotto n. 55, 53100 Siena

Called hereafter "the **Organisation**", represented by

Name: Roberto

Forename: Di Pietra

Function of the Legal Representative: Rector

on the one part, and

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

Called hereafter "the **Participant**", on the other part,

Fiscal code:

Date of birth:

Nationality:

Address: [official address in full]

E-mail:

Phone:

Academic Year: 20..../20....

Cycle of studies: ☐ Cycle I ☐ Cycle II ☐ Cycle III ☐ Short cycle

Qualification at home organisation: **DEGREE COURSE NAME**

Code: Code ISCED: **SAME CODE AS INDICATED IN THE OLA**

Year/Stage:

The student receives [select applicable options]:

FLAG THE FIRST OPTION ONLY. IN CASE OF MINISTERIAL CONTRIBUTION IT HAS NOT TO BE CALCULATED AS IT DOES NOT NEED ADDITIONAL DOCUMENTATION

☐ Financial support from Erasmus+ EU funds

☐ No financial support from Erasmus+ EU funds ("zero-grant")

☐ Mobility period funded by Erasmus+ EU funds together with a period of mobility with no EU funding ("zero-grant")

The financial support with Erasmus+ EU funds includes [select applicable options]:

☐ Monthly base amount for long-term mobility

☐ Monthly base amount for short-term mobility

IF FALLING INTO A CATEGORY FROM A) TO F) (SEE THE NOTICE OF SELECTION), FLAG THE FIRST OPTION.

- ☐ Financial contribution for students with fewer opportunities equal to 250 EUR per month (in case of long-term mobility)
- ☐ Financial contribution for students with fewer opportunities equal to 100 EUR per month (in case of short-term mobility up to the 14th day)
- ☐ Financial contribution for students with fewer opportunities equal to 150 EUR per month (in case of short-term mobility for a period between 15 and 30 days)
- ☐ A top-up for "green travel" equal to 50 EUR
- ☐ Standard travel financial support [*applicable in the case of mobility with Partner Countries - with the exception of Partner Countries in Regions 13 and 14 - or in the case of participants with fewer opportunities on short-term mobility*]
- ☐ Financial support for a "green" travel in the case of use of sustainable means of transport [*applicable in the case of mobility with Partner Countries - with the exception of the Partner Countries in Regions 13 and 14 - or in the case of participants with fewer opportunities on short-term mobility*]
- ☐ Financial support for individual additional travel days [*in the case of use of sustainable transport*]
- ☐ Inclusion support [*in case of additional support based on real costs*]
- ☐ Financial support for expensive travel [*to replace financial contribution for travel*]

[To be completed by all participants receiving financial support from Erasmus+ EU funds, except those on zero-grant]:

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

HAVE AGREED

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

Annex I	Learning Agreement for student mobility for studies between the home Organisation, the receiving Organisation and the student¹
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 (including via the Erasmus Without Paper Network), depending on the Italian legislation or institutional regulations.

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

- 1.1** The organisation shall provide EU support to the **Participant** for undertaking an ERASMUS mobility for studies/studies and traineeship purposes (blended mobility) within the Erasmus+ Programme.
- 1.2** The **Participant** accepts the support specified in Article 3 and undertakes to carry out the mobility for studies/studies and traineeship purposes (blended mobility) as described in Annex I.

¹ If the receiving institution organises international mobility for traineeships in a company in the Partner Country, the Learning Agreement will be signed by the 4 parties involved (student, home institution, receiving institution, host company).

- 1.3** Amendments to the agreement shall be requested in written form and agreed by both parties through a formal exchange by post or by email.

ARTICLE 2 – ENTRY INTO FORCE AND DURATION OF MOBILITY

2.1 This Agreement shall enter into force upon the signature of both parties.

2.2 The physical mobility period shall **THE PERIOD CANNOT BE LONGER THAT THE MONTHS ASSIGNED**

Start on date	THE START DATE CAN BE THE DATE OF THE WELCOME WEEK OR THE LANGUAGE COURSE BEGINNING OR THE CLASSES BEGINNING
End on date	DATE OF THE END OF THE ACTIVITIES AT THE RECEIVING UNIVERSITY

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	
ERASMUS code (if applicable)	SEE THE DESTINATION EXCEL FILE
Country	

2.3 The participant shall receive a financial support from Erasmus+ EU funds as follows:

THE ERASMUS MONTHS ARE ALL 30 DAYS LONG. A MONTH ENDS ON THE PREVIOUS DAY OF THE STARTING DAY (I.E. 3/9/2022-2/10/2022)

EXAMPLE: PERIOD 3/9/2022-16/2/2023:

1° MONTH: 3/9/2022-2/10/2022

2° MONTH: 3/10/2022-2/11/2022

3° MONTH: 3/11/2022-2/12/2022

4° MONTH: 3/12/2022-2/1/2023

5° MONTH: 3/1/2023-2/2/2023

PARTIAL MONTH (=DAYS): 3/2/2023-16/2/2023 = 14 DAYS

THUS: 5 MONTHS E 14 DAYS

- In the case of long-term mobility for _____ months and _____ days;

- In the case of short-term mobility for _____ days.

Where applicable, the participant will receive the EU contribution for a total of ____ travel days, which are added to the total duration of the mobility period.

If the **Participant**:

- Receives a grant financed by Erasmus+ EU funds, the indicated number of additional months and days of mobility must coincide with the actual duration of the mobility.
- Benefits from a grant financed by Erasmus+ EU funds together with days without any contribution, the indicated number of additional months and days must coincide with the number of days covered by the grant financed by Erasmus+ EU funds; this contribution must be guaranteed at least for the minimum duration of the period spent abroad, i.e. 2 months in the case of long-term mobility and 5 days in the case of short-term mobility.
- Does not receive any contribution for the entire duration of the mobility, the number of additional months and days must be equal to 0.

The total duration of the mobility period:

- for long-term mobility, it must not exceed 12 months, including days with no contribution;
- for short-term mobility, the physical mobility must not exceed 30 days.

- 2.4.** Any requests concerning the extension of the mobility period must be submitted within the deadlines indicated in the Programme Guide. If the home organisation agrees to extend the duration of the mobility period, this agreement shall be amended accordingly.
- 2.5.** 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).

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1.** The financial support is calculated according to the funding rules indicated in the Erasmus+ Programme Guide call 2022 and the relevant national Provisions.

IF ASSIGNEE OF THE INCLUSION SUPPORT (EURO 250,00 PER MONTH), CALCULATE IT IN THE TOTAL, IN THE MONTHLY AND DAY CONTRIBUTION

- 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 days spent travelling, 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]

THE DAILY CONTRIBUTION IS OBTAINED DIVIDING THE MONTHLY AMOUNT (SEE THE NOTICE OF SELECTION) BY 30

The total Erasmus+ financial contribution is equal to _____ EUR, corresponding to:

- [in the case of long-term mobility] _____ EUR per month and _____ EUR for the additional days of physical mobility;
- [in the case of short-term mobility] 70 EUR per day up to the 14th day of mobility and 50 EUR per day from the 15th day up to the 30th day of mobility.

[If applicable] The total financial contribution indicated above includes any applicable additional (top-up) contributions and, if applicable, includes a financial contribution equal to _____ EUR for any travel contribution and includes _____ EUR for _____ days of travel.

- For “zero grant” participants there is no travel contribution.

- 3.3.** Reimbursement of costs incurred in connection with fewer opportunities (or where the participant is entitled to a travel grant, the reimbursement of costs incurred for the expensive travel) where applicable, shall be based on the supporting documents provided by the **Participant**.
- 3.4.** The financial support cannot be used to cover similar costs that have already been reimbursed by EU funds.
- 3.5.** Notwithstanding article 3.4, the grant received by the **Participant** is compatible with any other source of funding including an income that the participant may receive for any work done outside their mobility studies as long as they carry out and finish the activities foreseen in Annex I.

ARTICLE 4 – PAYMENT ARRANGEMENTS

- 4.1** A pre-payment shall be made to the participant within 30 days from the start date of the mobility period upon receipt of confirmation of arrival by the **Participant**.

The pre-payment shall represent 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.

- 4.2** If the payment under article 4.1 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 to make the balance payment or to issue a recovery order in case a reimbursement is due.

ARTICLE 5 – INSURANCE

- 5.1** 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 5.3, 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.]

- 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 <https://www.salute.gov.it/portale/assistenzaSanitaria/homeAssistenzaSanitaria.jsp>
- 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/ateneo/lavorare-unisi/servizi-di-economato/assicurazioni>
- 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/ateneo/lavorare-unisi/servizi-di-economato/assicurazioni>

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

- 5.3** 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 6 – ONLINE LANGUAGE SUPPORT (OLS) [Only applicable for mobilities for which the main language of instruction or work is available in the Online Language Support (OLS) tool, with the exception of native speakers]

- 6.1** [Only for students and recent graduates whose mobility lasts 14 days or more] The **Participant** must carry out the OLS language assessment in the language of mobility (if available) before the mobility period. The completion of the online assessment before departure is a pre-requisite for the mobility, except in duly justified cases.
[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.

- 6.2** [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** ☐

- 6.3** [Only applicable to **Participants** who need to follow an OLS language course to improve their level] The **Participant** can follow OLS language courses, starting as soon as they receive access and making the most out of the service/course.

ARTICLE 7 – PARTICIPANT REPORT (EU Survey)

- 7.1** 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.

- 7.2** 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 8 – DATA PROTECTION

- 8.1** The funding organisation shall provide the participants with the relevant privacy statement for the processing of their personal data before these are encoded in the electronic systems for managing the Erasmus+ mobilities.

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

ARTICLE 9 – APPLICABLE LAW AND COMPETENT COURT

- 9.1** The Agreement is governed by Italian Law.

- 9.2** 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.

Signed in two copies

SIGNATURES

For the **Participant**

[name / forename]

[signature]

ORIGINAL SIGNATURE WITH A BLUE PEN

Done at [place], [date]

For the **Organisation**

Roberto Di Pietra, Rector

[signature]

THE OFFICE WILL COLLECT RECTOR'S SIGNATURE

Done at [place], [date]

Siena, _____

Annex I

Erasmus+ learning agreement for student mobility for studies

Annex II

GENERAL CONDITIONS

Article 1: Liability

Each party of this agreement shall exonerate 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 his staff.

The National Agency of the Netherlands, 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 the Netherlands 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 organisation 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 they fail to follow the agreement in accordance with the rules, they 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 their 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.

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 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 legislation² (Court of Auditors or European Antifraud Office (OLAF)).

The participant may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. They 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.

² Additional information on the purpose of processing your personal data, what data we collect, who has access to it and how it is protected, can be found at:

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

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 the Netherlands or by any other outside body authorised by the European Commission or the National Agency of the Netherlands to check that the mobility period and the provisions of the agreement are being properly implemented.