



INDIRE ISTITUTO NAZIONALE DOCUMENTAZIONE INNOVAZIONE RICERCA EDUCATIVA



UNIVERSITÀ
DI SIENA
1240

Erasmus+ participant grant agreement KA131 2023

INSTRUCTIONS FOR THE AGREEMENT COMPILATION – DO NOT FILL THIS FORM

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

Academic Year: 2024/2025

Erasmus+ mobility ID number [if applicable]:

PREAMBLE

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

on the one part

UNIVERSITY OF SIENA – I SIENA01

| | |
|-------------------------------------|------------------------------------|
| Address: [official address in full] | Banchi di sotto n. 55, 53100 Siena |
| Email: | iro@unisi.it |

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

First name: ROBERTO

Last name(s): DI PIETRA

Position: RECTOR

And, on the other part,

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

Called hereafter "the **Participant**"

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
Qualification at home organisation: : **DEGREE COURSE NAME**
Code: Code ISCED: **SAME CODE AS INDICATED IN THE OLA**
Year/Stage:

The bank details have to be uploaded on the Segreteria online of the University of Siena.

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

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]:

**FLAG THE FIRST OPTION. IF FALLING INTO A CATEGORY FROM A) TO F) (SEE THE NOTICE OF SELECTION) FLAG THE SECOND OPTION TOO.
IN CASE OF MINISTERIAL CONTRIBUTION IT HAS NOT TO BE CALCULATED AS IT DOES NOT NEED ADDITIONAL DOCUMENTATION**

- ☐ Monthly base amount for individual support for long-term mobility
- ☐ Financial contribution for students with fewer opportunities equal to 250 EUR per month (in case of long-term mobility)
- ☐ A top-up for "green travel" equal to 50 EUR
- ☐ 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*]

The student receives [select applicable options]:

FLAG THE FIRST OPTION

- ☐ 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")

TERMS AND CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

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).

- 1.1. This Agreement establishes the rights and obligations, terms and conditions applicable to the financial support granted to carry out an Erasmus+ mobility.
- 1.2. The organisation shall provide EU support to the **Participant** to undertake an Erasmus+ mobility.
- 1.3. The **Participant** accepts the support specified in Article 3 and undertakes to carry out the mobility as described in Annex I.
- 1.4. 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 THAN 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 |

- 2.3. The period covered by this Agreement includes:

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

o A period of physical mobility from _____ to _____ for a total of _____ days
(specify the total days of physical mobility)

o 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)

- 2.4. The certificate issued by the receiving organisation at the end of the period abroad (*Transcript of Records / Transcript of Traineeship*) - 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 organisation | SEE THE DESTINATION EXCEL FILE |
| ERASMUS code (if applicable) | 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 2023 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.

IN CASE OF MINISTERIAL GRANT IT HAS NOT TO BE CALCULATED AS IT DOES NOT NEED ADDITIONAL DOCUMENTATION

3.4. The Participant receives a total financial support for the mobility period - and for travel days where applicable - equal to _____ EUR

[For “zero grant” participants enter: “0”] **A travel contribution is given and paid with the balance only in case of green travel (see the notice of selection)**

| | |
|---------------------------------|---|
| Individual support contribution | € |
| Travel contribution | € |

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**.

3.6. The financial support cannot be used to cover similar costs that have already funded by EU funds.

3.7. Notwithstanding article 3.6, the financial support 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 or traineeship 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 upon receipt of confirmation of arrival by the **Participant**

The pre-payment shall be 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.

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 – RECOVERY

5.1 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 6 – INSURANCE

6.1 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 article 6.3, 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.]

6.2 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, or in case of international mobility (outside EU). 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

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

6.3 The responsible party for taking the insurance coverage for accident and light civil liability 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 7 – ONLINE LANGUAGE SUPPORT (OLS)

7.1 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.*

7.2 *[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 8 – PARTICIPANT REPORT (EU Survey)

- 8.1** 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.
- 8.2** 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 9 – ETHICS AND VALUES

- 9.1** Ethics: 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.
- 9.2** Values: 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).
- 9.3** If a **Participant** breaches any of its obligations under this Article, the grant may be reduced.

ARTICLE 10 – DATA PROTECTION

- 10.1** 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>
- 10.2** 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 organisations 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 legislation (Court of Auditors or European Antifraud Office (OLAF)).
- 10.3** 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 his/her personal data to the sending organisation 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 11 – TERMINATION OF THE AGREEMENT

- 11.1** 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.
- 11.2** 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 12 – CHECKS AND AUDITS

- 12.1** The parties of the agreement undertake to provide any detailed information requested by the European Commission, the Italian National Agency Erasmus+ INDIRE or by any other outside body authorised by the European Commission or the Italian National Agency to check that the mobility period and the provisions of the Agreement are being properly implemented.

ARTICLE 13 – LIABILITY

- 13.1** 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.
- 13.2** 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 shall not entertain any request for indemnity of reimbursement accompanying such claim.

ARTICLE 14 – APPLICABLE LAW AND COMPETENT COURT

14.1 The Agreement is governed by Italian Law.

14.2 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**

[name / forename / function]

[signature]

THE OFFICE WILL COLLECT RECTOR'S
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>

