**Grant agreement model for Erasmus+ studies between PROGRAMME and PARTNER COUNTRIES – Erasmus+ Higher Education**

**Agreement nr. 2019-1-IT02-KA107-062116**

*[The Agreement must be filled in and signed by the student first (and returner* ***in duplicate*** *to the International office) and then by the Legal Representative of the Institute (or by those who have the power of signature). Alternatively it can be stipulated simultaneously with the presence of both contractors].*

*­­­­­­­­­­­­­­­­­­­* *UNIVERSITA’ DI SIENA – I SIENA01*

*Full official name of the Programme Country institution and Erasmus Code*

*Via Banchi di Sotto, 55 - 53100 Siena*

Address: *[official address in full]*

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

*FRANCESCO FRATI, RECTOR*

*[name(s), forename(s) and function]*

of the one part, **and**

*Mr/Mrs*

*[Student name and forename]*

Date of birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Nationality: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fiscal code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Official address in full: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sex: M 🞏 F 🞏 Academic year: 20…/20…

Study cycle: 🞏 I Cycle 🞏 II Cycle 🞏 III Cycle

🞏 Short cycle/One-cycle study programme

Subject area: *[degree in sending institution] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Code: *[ISCED-Fcode]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Number of completed higher education study years: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Student with:

X financial support from Erasmus+ EU funds

* a zero-grant
* The financial support includes: special needs support
* The student receives financial support other than Erasmus+ EU funds

Details of the Bank account or card where the financial support should be paid must be uploaded in the Segreteria on-line

(*Home>Anagrafica, Dati bancari/*choose *Bonifico bancario o postale)*

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

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

Annex I Learning Agreement for Erasmus+ mobility for studies

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.]

**SPECIAL CONDITIONS**

**ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT**

* 1. The institution shall provide support to the participant for undertaking a mobility activity for studies under the Erasmus+ Programme.

**1.2** The **participant** accepts the individual and travel support as specified in article 3 and undertakes to carry out the mobility activity for studies 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 minimum duration of the mobility period is 3 months or 1 academic term or trimester. The total duration of the mobility period shall not exceed 12 months, including any zero-grant period, which shall only be used exceptionally.

**2.3** The mobility period shall

|  |  |
| --- | --- |
|  | Date |
| Start on |  |
| 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 end date of the period abroad shall be the last day the participant needs to be present at the receiving organisation.

*[for participants attending a language course provided by another organisation than the receiving institution as a relevant part of the mobility period abroad, the start date of the mobility period shall be the first day of language course attendance outside the receiving organisation.]*

|  |  |
| --- | --- |
| Receiving Institution |  |
| Erasmus code (where relevant) |  |
| Country |  |

**2.4** The **participant** shall receive financial support from Erasmus+ EU funds for n. \_\_\_\_\_\_\_months and n. \_\_\_\_\_days.

The number of months and extra days shall be equal to the duration of the mobility period;

For zero-grant **participants**, the number of months and days should be 0]

**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 statement attached to this document) shall provide the confirmed start and end dates of the mobility period.

**ARTICLE 3 – FINANCIAL SUPPORT**

**3.1**  The individual support from Erasmus+ EU funds for the mobility period is EUR \_\_\_\_700\_\_\_\_\_\_\_\_ per month and EUR \_\_\_\_\_\_\_\_\_\_\_\_\_ per extra days. The final amount of Erasmus+ EU funds for the mobility period shall be determined by multiplying the number of months of the mobility covered by Erasmus+ EU funds specified in article 2.4 with the rate applicable per month for the receiving country concerned. In the case of incomplete months, the financial support from Erasmus+ EU funds is calculated by multiplying the number of days in the incomplete month with 1/30 of the unit cost per month.

*- Extra* financial support from Erasmus+ EU funds , in detail from Organizational Support allocation funds ( OS ) is provided. The OS support is EUR\_**80\_**  per months; this contribution serves to cover any expenses incurred for obtaining a visa and additional healthcare insurance; considering the current international health emergency, students are strongly advised to stipulate additional health insurance that takes into consideration the current COVID19 emergency. Recipients can contact the office for assistance (icm.@unisi.it).

**3.2**  In addition, the **participant** receives EUR \_\_\_\_\_\_\_\_\_\_\_\_\_ as a contribution for travel ( fill in with the contribution for travel expenses as provided in the Notice of Selection, Art. 9). *[For zero-grant participants, the contribution for travel should be 0]*

**3.3**  The reimbursement of costs incurred in connection with special needs, 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 his/her studies 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 carry out the mobility activity in compliance with the terms of the agreement. 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 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 the amount of the grant corresponding to the actual duration of the mobility period as defined in article 2.3. Any remaining funds shall have to be refunded, except if agreed differently with the institution. Such cases shall be reported by the institution and accepted by the National Agency.

**ARTICLE 4 – PAYMENT ARRANGEMENTS**

**4.1** The **participant** shall receive individual and travel support in a timely manner:

**-** Apre-financing payment representing the 70% of the total amount of the total due grant, as specified in Articles 3.1 and 3.2 , within 30 days upon receiving of the this agreement; the pre-financing is in any case subject to the student receiving a visa for entry into the host country, if visa is required. Students who are required to obtain a visa before entering the host country must therefore email a copy of the visa to icm@unisi.it in order to start the payment procedures.

Upon arrival at the host Institution the student is expected to send immediately the Erasmsus Certificate by mail to [icm@unisi.it](mailto:icm@unisi.it) with confirmation of the arrival . The non transmission of the document may lead to a request of return of the pre-financing funds.

The payment of the final balance of the total financial support ( 30% ) will be paid as indicated in Article 4.2.

**4.2** The payment of the final balance shall be subjected to the submission by mail to the International Mobility Office ( [icm@unisi.it](mailto:icm@unisi.it)) of the final papers :

**- Erasmus Certificate** with the date of arrival and the date of departure, duly signed by the host Institution;

**- The learning agreement for studies,** duly filled in and signed in all its sections.

Both documents must be sent by mail as two separated pdf files to the following address: icm@unisi.it

After the submission of the final papers, the student will receive an e mail by the European portal with the request to complete an on line Final Report **( EU Survey).** The submission of the online EU survey shall be considered as the **participant**'s request for payment of the outstanding balance. The institution shall pay the remaining amount within 20 calendar days of the submission of the online EU survey, or issue a recovery order in case a reimbursement is due.

**4.3** *[If the participant receives a financial support other than Erasmus+ EU funds: institution to complete with the applicable payment arrangements]*

**ARTICLE 5 – INSURANCE**

**5.1** The **participant** shall have adequate insurance coverage:

*https://www.unisi.it/ateneo/lavorare-unisi/servizi-di-economato/assicurazioni*

* *Capitolato polizza assicurativa infortuni soggetti vari.*

[*https://www.unisi.it/ateneo/lavorare-unisi/servizi-di-economato/assicurazioni*](https://www.unisi.it/ateneo/lavorare-unisi/servizi-di-economato/assicurazioni)

* *Capitolato polizza RCT - Responsabilità Civile verso Terzi*

The participant receives, as the Art. 3.1 of this agreement, an extra Erasmus+ contribution ; it serves to cover also expenses for an additional healthcare insurance; considering the current international health emergency, students are strongly advised to stipulate additional health insurance that takes into consideration the current COVID19 emergency. Recipients can contact the office for assistance (icm.@unisi.it).

**5.2**  Acknowledgement that health insurance coverage has been organised shall be included in this agreement:

*https://www.unisi.it/ateneo/lavorare-unisi/servizi-di-economato/assicurazioni*

* *Capitolato polizza assicurativa infortuni soggetti vari.*

[*https://www.unisi.it/ateneo/lavorare-unisi/servizi-di-economato/assicurazioni*](https://www.unisi.it/ateneo/lavorare-unisi/servizi-di-economato/assicurazioni)

* *Capitolato polizza RCT - Responsabilità Civile verso Terzi*

The participant receives, as the Art. 3.1 of this agreement, an extra Erasmus+ contribution ; it serves to cover also expenses for an additional healthcare insurance; considering the current international health emergency, students are strongly advised to stipulate additional health insurance that takes into consideration the current COVID19 emergency. Recipients can contact the office for assistance (icm.@unisi.it).

**ARTICLE 6 – EU SURVEY**

**6.1.** The **participant** shall receive an invitation to complete the online EU Survey 30 calendar days before the end of the mobility period. The participant shall complete and submit the survey within 10 calendar days upon receipt of the invitation. Participants who fail to complete and submit the online EU Survey may be required to partially or fully reimburse the financial support received.

**6.2** A complementary online survey will be sent to the **participant**, after the end of the mobility, allowing for full reporting on recognition issues.

**ARTICLE 7 – LAW APPLICABLE AND COMPETENT COURT**

**7.1** The Agreement is governed by Italian Law.

**7.2** 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)*

For the participant For the institution

*[name / forename] [name / forename / function]*

Francesco Frati, Rector

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

Signature Signature

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

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

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

**Annex I**

Key Action 1 – HIGHER EDUCATION

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

<https://ec.europa.eu/programmes/erasmus-plus/resources/documents/applicants/learning-agreement_en>

**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 Italy, 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 Italy 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 institution.

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 institution.

**Article 3: Data Protection**

All personal data contained in the agreement shall be processed in accordance with Regulation (EC) 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 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 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 Italy or by any other outside body authorised by the European Commission or the National Agency of Italy to check that the mobility period and the provisions of the agreement are being properly implemented.

**Annex III**

**ERASMUS STUDENT CHARTER**

**(EN)**

**http://ec.europa.eu/programmes/erasmus-plus/resources/documents/applicants/student-charter\_en**