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**DISCLAIMER - INCOMING STUDENT MOBILITY  
ERASMUS PARTNER COUNTRIES – KA107 CALL 2019**

The undersigned (Name) ..... (Surname) .....  
Italian Tax Code ..... UNiTO Matriculation Number .....  
Being enrolled at the Department .....

being registered at the University of Turin as an incoming exchange student and, without prejudice to the University insurance cover regarding accidents and civil liability, accepts responsibility in declaring that he/she:

a. has read and understood the document entitled "[Guidelines for international student mobility academic year 2020/2021](#)" published on the University portal [www.unito.it](http://www.unito.it) at: Home - Coronavirus: updates for UniTO Community - International mobility

b. has read and understood the document entitled "[Fact Sheet for incoming UniTO students](#)" published on the University portal [www.unito.it](http://www.unito.it) at: Home - International-Relations - Students-Mobility - Erasmus+ Partner Countries;

c. has read and understood the [COVID-19 emergency guidelines for the UniTO community](#), in particular those relating with course delivery, preventive measures for students, professors and staff and hygiene and health measures published on the University portal [www.unito.it](http://www.unito.it) at: Home – Coronavirus: updates for UniTO community

d. is aware that the mobility programme is also dependent on the home institution's approval and that this approval could change as the emergency evolves;

e. will stay up-to-date about the COVID-19 emergency and respect the rules concerning how to prevent and handle the situation and in particular he/she also declares that he/she understands and accepts the conditions in force in Italy and when returning from Italy including quarantine, restrictions, etc.

f. commits to strictly comply with the University's COVID-19 guidelines, accepts any course delivery methods that will be available (including remote learning) as well as any possible limitations to services including accommodation, food halls etc.;

g. is aware that further risks and complications may arise due to the COVID-19 emergency, eg: quarantine measures, transportation and housing limitations, restrictions in access to University facilities, etc;

h. is holding a private insurance policy (covering health coverage, flight cancellations etc.) and he/she will verify its provisions concerning the COVID-19 emergency;

i. relieves the University of Turin of any responsibility concerning incurred costs due to any or all the previously mentioned circumstances or any other unexpected circumstances relative to the COVID-19 emergency. He/she is also aware that the University will not refund any unforeseen expenses incurred by students in case of new health prevention measures adopted by Italian authorities or transport carriers (airlines, railways, urban and non-urban public transport)

DATE AND PLACE .....

SIGNATURE .....



**GRANT AGREEMENT FOR STUDENT MOBILITY BETWEEN  
PROGRAMME COUNTRIES AND PARTNER COUNTRIES  
Within the Program Erasmus+/KA1 HIGHER EDUCATION  
Call 2019**

*Version 03 del 18/01/2021*

*AGREEMENT N. 2019/ \_\_\_\_\_  
(to be quoted in all correspondence)*

Università degli Studi di Torino (UNITO), Via Verdi, 8 – 10124 Torino, Tel. +39.011.6704425 – email: [internationalexchange@unito.it](mailto:internationalexchange@unito.it), called hereafter “the Institution”, represented for the purposes of signature of this agreement by Loredana Segreto, Head of *Direzione Attività Istituzionali, Programmazione, Qualità e Valutazione*

**AND**

**“the Participant”**

Surname ..... Name .....  
Place of birth..... Date of birth.....  
Nationality ..... Italian Tax Code .....  
Address .....  
Phone. .... Mobile .....  
Matriculation number (at UNITO)..... Institutional e-mail (@edu.unito.it).....  
Study cycle:  First cycle  Second cycle  Third cycle  Short cycle  One-cycle study prog.  
Degree/ Subject area in sending institution.....  
Exchange period at UNITO from ..... (dd/mm/yyyy) to..... (dd/mm/yyyy)

**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**
- Annex IV**      **Provisions concerning the health emergency COVID-19**

**SPECIAL CONDITIONS**

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

- 1.1 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 financial support or the provision of services as specified in article 3 and undertakes to



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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.
- 1.4. In accordance with measures to combat the COVID-19 infection, mobility can take place online (virtual mobility) if necessary, provided it has the objective of mobility for studies covered by this Agreement and agreed in the Learning Agreement for Studies (i.e. "distance learning/training" organised by the host institution, online training, etc.). Mobility activities must be planned to include completion with a mobility period at UniTO (physical mobility), should the state of emergency allow it. If some mobility is done online (virtual mobility) and some at UniTO, the mobility will be "blended".
- 1.5. Should the COVID-19 emergency restrictions persist, physical mobility may be cut short in favour of more online activities (virtual mobility) or a period of interruption between online and physical mobility at UniTO may be introduced, provided all activities are completed by 31/07/2022 and the minimum duration established in the Programme Guide (Art 2.2 of this Agreement) is respected. If continuing restrictions due to the emergency do not allow the Participant to complete their physical mobility at UniTO, an entire period of online mobility (virtual mobility) will also be eligible for their academic activities to be recognised. In the case of exclusively online virtual mobility, there is no mobility grant (Art. 3 of this Agreement).
- 1.6. UniTO guarantees academic recognition of the educational activities whether they are blended and/or virtual, provided they are consistent with the Participant's academic path and agreed in the Learning Agreement. Incoming students must verify also with their Home University whether academic recognition is granted for blended and/or full virtual mobility.
- 1.7. The Participant states that the maximum mobility period covered in this Agreement does not exceed 12 months when taken during their Bachelor's or Master's courses or a 24-month single-cycle course. This total includes other mobility periods that the student may have already carried out abroad for study or Placement/Traineeship under the Lifelong Learning Programme and/or Erasmus+, during the same course.

## ARTICLE 2 – ENTRY INTO FORCE AND DURATION OF MOBILITY

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- 2.1. The agreement shall enter into force on the date when the last of the two parties signs and it lapses at the fulfilment of all the administrative procedures related to the mobility period.
- 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. In any case, the mobility period shall be concluded within 31/07/2022.
- 2.3. UniTO will recognise the first day of mobility as Day One, whether it is online (virtual mobility) or physical mobility at UniTO. Mobility will end with the last day of mobility at UniTO, whether online (virtual mobility), physical mobility or blended.
- 2.4. The Participant shall receive financial support **from Erasmus+** EU funds for ..... months and ..... days.
- 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 Certificate (called the "Declaration of Mobility") is issued by UniTO at the end of the study period and certifies the actual start and end dates of the student's mobility period, whether it is online (virtual mobility) or physical mobility at UniTO.



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### ARTICLE 3 – FINANCIAL SUPPORT

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- 3.1 The financial support from Erasmus+ EU funds for the mobility period corresponds to € 850,00 per month (Euro 28,33 per day).  
The final amount of Erasmus+ EU scholarship for the mobility period shall be initially determined by multiplying the number of months/days of the mobility covered by Erasmus+ EU funds specified in article 2.4. 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. When the mobility finishes, the amount will be recalculated based on the physical mobility declared on the Declaration of Mobility, (Art.2.6).  
In case of reduction to a maximum of 5 days from the foreseen mobility period (as stated in this Grant Agreement), the mobility period will be considered as completely realized. The Participant can check the number of days the contribution will be calculated over, using INDIRE, the National Erasmus Plus Agency calculator or:  
[https://www.unito.it/sites/default/files/calcolatore\\_periodo\\_mobilita\\_erasmus.xlsx](https://www.unito.it/sites/default/files/calcolatore_periodo_mobilita_erasmus.xlsx)
- 3.2 In addition, the Participant shall receive € ..... as a contribution for travel.
- 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.
- 3.7 Shall a repayment be due, the Institution will not issue the Participant's Transcript of Records until the Participant repays the financial support of part thereof; if the Participant fails to refund the due amount, the Transcript of Records will not be issued.
- 3.8 Should the mobility be entirely online from his/her Country (see Art. 1.4 and 1.5 of this Agreement), the Participant will not be eligible for any contribution in accordance with the European Commission and INDIRE, the National Erasmus Plus Agency, with Note 4/2020 of 19/06/2020. Only if the Participant has to conclude their mobility at UniTO, will they receive the relevant contribution for the actual days of mobility at UniTO. As specified by INDIRE, the National Erasmus Plus Agency, with Note 5/2020, virtual mobility (distance learning) from Hosting Country will be granted, as foreseen by Erasmus Plus Program and national rules.

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### ARTICLE 4 – PAYMENT ARRANGEMENTS

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- 4.1 Payment shall be made to the Participant according to the following timeline of receipt of the contract by the *Sezione Mobilità e Didattica internazionale*:
- any contract received within the 1<sup>st</sup> working day of the month shall be paid by 25<sup>th</sup> of the same month;



- any contract received by the 2nd working day of the month shall be paid by 25<sup>th</sup> of the following month. In any case, in August, December and January payments will be made in the following month.

- 4.2 Payment shall be made to the Participant in full (100%) of the financial support from Erasmus+ EU funds and contribution for travel as specified in Article 3, according to the above indicated timeline (article 4.1).
- 4.3 Payment will be made on the following Italian bank account. This bank account must be in the name of the Participant, or co-owned by the Participant.

**Codice IBAN**

#### ARTICLE 5 – INSURANCE

- 5.1 The Participant shall have adequate insurance coverage.  
The Participant, during the mobility period, benefits of the liability and accident insurance offered by the University of Torino, according to contracts signed by the Institution with insurance companies (for details see <https://en.unito.it/> - Home - Services - Insurance).  
The Participant is responsible for additional insurance coverage, if necessary.
- 5.2 The Participant shall have adequate health insurance, which is mandatory. It is the responsibility of the Participant to check health insurance issues and to take out an adequate health insurance coverage. The Participant must also check conditions concerning the ongoing health emergency COVID-19.

#### ARTICLE 6 – EU SURVEY

- 6.1. The Participant shall receive an invitation to complete the online EU Survey 30 days before the end of the mobility period. The Participant shall complete and submit the survey within 15 days upon receipt of the invitation. EU Survey is compulsory: in case of Participants who fail to complete and submit the online EU Survey, our Institution will not issue any Transcript of Records.
- 6.2 A complementary online survey may be sent to the Participant, after the end of the mobility, allowing for full reporting on recognition issues.

#### ARTICLE 7 - CHANGES TO THIS AGREEMENT

- 7.1 The Institution may make changes to this Agreement in accordance with any update to Erasmus Programme's legislation or indication of any emergency situations, such as the COVID-19 pandemic health emergency.
- 7.2 Any changes must be communicated in writing. The parties are not bound by verbal agreements.

#### ARTICLE 8 – LAW APPLICABLE AND COMPETENT COURT

- 8.1 The Agreement is governed by Italian Law.



- 8.2 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.

## **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 the amount of the grant corresponding to the actual duration of the mobility period as defined in article 2.2. Any remaining funds shall have to be refunded, except if agreed differently with the sending organisation.

### **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 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 sending institution and/or the National Agency. The Participant may lodge a complaint against the processing of his personal data with the [national supervising body for data protection] with regard to the use of these data by the sending institution, the National Agency, or 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 IV

PROVISIONS CONCERNING THE HEALTH EMERGENCY COVID-19

Art. 1 – The Participant declares to have seen the document “Guidelines for international student mobility academic year 2020/2021” published on the University portal www.unito.it at: Home - Coronavirus: updates for UniTO Community - International mobility and being aware of University guidelines concerning international mobility for academic year 2020/2021.

Art. 2 – The Participant declares that he/she has seen the document “Fact Sheet for incoming UniTO students” published on the University portal www.unito.it at: Home - International-Relations - Students-Mobility - Erasmus+ Partner Countries.

Art. 3 – The Participant states that UniTO has informed him/her about the risks associated with international mobility and has read and understood the COVID-19 emergency guidelines for the UniTO community, in particular those relating with course delivery, preventive measures for students, professors and staff and hygiene and health measures published on the University portal www.unito.it at: Home – Coronavirus: updates for UniTO community

Art. 4 – The Participant is aware that mobility is still subject to the Partner Institution approval and that this approval may change as the emerging situation evolves.

Art. 5 – The Participant commits to staying updated and observing the rules for preventing and managing the COVID-19 emergency situation and, in particular, to have seen and accepted the conditions in force in Italy and when returning from Italy eg quarantine, restrictions, etc.

Art. 6 – The Participant undertakes to carefully follow UniTO’s provisions, including those concerning COVID-19 containment measures, to have seen and accepted any course delivery methods that will be available (including distance learning) as well as any possible limitations to services including accommodation, canteens, etc.

Art. 7 - The Participant is aware of the further inconvenience and risks, beyond the health risks, that can arise due to the COVID-19 emergency situation, for example: quarantine, transport, housing, restrictions in access to University facilities, etc.

Art. 8 – The Participant has a private insurance and he/she formally commits to checking the conditions concerning the COVID-19 health emergency

Art. 9 – The Participant relieves the University of Turin of any liability related to costs incurred for circumstances listed above or any unforeseen events resulting in the interruption/cancellation of mobility for COVID-19 emergency related reasons. He/she is also aware that there will be no reimbursement for costs incurred as a result of health prevention measures, adopted, taken, even without warning, by the Italian and/or home countries’ ministries/authorities and/or transport carriers (airlines, railways, urban and non-urban public transport).

Torino, .....

The Participant

Surname .....

Name .....

Signature .....

The Institution

Loredana Segreto, Head of Direzione Attività Istituzionali,

Programmazione, Qualità e Valutazione

Digitally signed document according to Italian legislative decree no. 82/2005