



UNIVERSITÀ DEGLI STUDI DI TORINO

DIREZIONE ATTIVITÀ ISTITUZIONALI, PROGRAMMAZIONE, QUALITÀ E VALUTAZIONE
Sezione Mobilità e Didattica internazionale
Vicolo Benevello 3/a - 10124 Torino

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

AGREEMENT N. 2016/_____
(to be quoted in all correspondence)

Università degli Studi di Torino (UNITO), Via Verdi, 8 – 10124 Torino, Tel. +39.011.6704425 – Fax +39.011.2361017 – email: internationalexchange@unito.it, called hereafter “the Institution”, represented for the purposes of signature of this agreement by Maria Schiavone, 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

The terms set out in the Special Conditions shall take precedence over those set out in the annexes.

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 carry out the mobility activity for studies as described in Annex I.



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- 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 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 31/07/2018.
- 2.3 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.
- 2.4 The participant shall receive financial support **from Erasmus+** EU funds for months.
- 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 financial support from Erasmus+ EU funds for the mobility period corresponds to € 850,00 per month. 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.
- 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



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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 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 1st working day of the month shall be paid by 25th of the same month;
 - any contract received by the 2nd working day of the month shall be paid by 25th of the following month.
- In any case, in August, December and January payments will be made in the following month.
- 4.2 In case of a mobility period shorter than 5 months, a 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). In this case, the participant must send to the *Sezione Mobilità e Didattica internazionale* (internationalexchange@unito.it) a copy of the roundtrip ticket together with this agreement. In case of missing roundtrip ticket, payment will be made as described at article 4.3.
- 4.3 In case of a mobility period longer than 5 months, a pre-financing payment shall be made to the participant representing 70% of the financial support from Erasmus+ EU funds specified in Article 3 plus 100% of the contribution for travel. In this case, within 30 days before the end of the mobility period, the institution shall pay the remaining 30% or issue a recovery order in case a reimbursement is due.
- 4.4 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.

IBAN Code

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 Memorandum no. n. 11 del 06/07/2017).
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.



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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 – 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.

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 45/2001 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



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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.

Torino,

The Participant

Surname

Name

Signature

The Institution

Maria Schiavone, Head of *Direzione Attività Istituzionali*,
Programmazione, Qualità e Valutazione

Signature