



# DISCLAIMER - INCOMING STUDENT MOBILITY ERASMUS PARTNER COUNTRIES - KA171 CALL 2023

The undersigned (Name) (Surname)			
Italian Tax Code			
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 "Fact Sheet for incoming UniTo students a.y 2023-2024" published on the University portal www.unito.it at: Home - International-Relations - Students-Mobility - Erasmus+ Partner Countries;		
b.	is aware that the mobility programme is dependent also on the home institution's approval and that this approval could change in case of any kind of emergency;		
C.	will stay up-to-date about any emergency and respect the rules, if any, concerning how to prevent and handle the situation and in particular he/she also declares they understand and accept the conditions in force in Italy when arriving from your Origin country (or where residency is held) and when coming back to the origin country (i.e. certificate of vaccination and/or COVID-19 test negative result eventually required for entering the country, any vaccination/prophylaxis required from the hosting country, any document/online form required for entering the country);		
d.	will rigorously uphold and respect the UniTo's guidelines concerning any emergency that will occur, as well as having read and accepted UniTo's conditions concerning on-line learning, possible limits to services including accommodation and canteen and requirements for student to take out extra insurance cover, etc.;		
e.	is aware of the risks and complications, beyond those concerning health, which could raise due to any emergency and/or internal circumstances at Italy, like any natural disaster and/or any conflict inside and/or outside Italy. For instance: quarantine, transport, housing, restrictions in access to UniTo's facilities, difficulties in obtaining a visa if requested by Italy, any limitation in accessing the basic utilities (i.e. electricity) in Italy;		
f.	is holding a private insurance policy (covering health coverage, flight cancellations etc.) and he/she will verify its provisions concerning any possible emergencies;		
g.	relieves the Università degli Studi di Torino of any responsibility concerning costs incurred due to the previously mentioned circumstances or unexpected consequences should the mobility abroad be interrupted or cancelled for reasons connected to any emergency. He/she is also aware that the University will not refund unforeseen expenses due to any measure being brought into force by the Italian ministries and/or by transport carriers (airlines, railways, urban and non-urban public transport).		
DA	TE AND PLACE		
SIG	NATURE		





# GRANT AGREEMENT FOR STUDENT MOBILITY BETWEEN PROGRAMME COUNTRIES AND PARTNER COUNTRIES Within the Program Erasmus+/KA1 HIGHER EDUCATION Call 2023

Version 02 del 14/11/2023

AGREEMENT N. 2023/\_\_\_\_\_\_\_(to be quoted in all correspondence)

Università degli Studi di Torino (UNITO), Via Verdi, 8 – 10124 Torino, Tel. +39.011.6704425 – email: <a href="mailto:internationalexchange@unito.it">internationalexchange@unito.it</a>, called hereafter "the Institution", represented for the purposes of signature of this agreement by the Head of *Direzione Innovazione e Internazionalizzazione* 

#### AND

	"the Participant"
Surname	Name
Place of birth	Date of birth
Nationality	Italian Tax Code
Address	
Phone	
	umber (at UNITO)Institutional e-mail (@edu.unito.it)
Study cycle:	First cycle Second cycle Third cycle Short cycle One-cycle study prog.
Degree/ Subject	t area in sending institution
Exchange perio	d at UNITO from (dd/mm/yyyy) to (dd/mm/yyyy)
	HAVE AGREED
the Special Con	ditions and Annexes below, which form an integral part of this agreement ("the agreement"):
Annex I	Learning Agreement for Erasmus+ mobility for studies/for Traineeship

# **SPECIAL CONDITIONS**

#### ARTICLE 1 - SUBJECT MATTER OF THE AGREEMENT

**General Conditions** 

**Erasmus+ Student Charter** 

Annex II

Annex III

- 1.1 The institution shall provide support to the Participant for undertaking a mobility activity for studies/traineeship 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/traineeship 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 electronic message.
- 1.4 UniTO guarantees academic recognition of the educational activities whether they are blended and/or distance learning, 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 distance learning mobility.
- 1.5 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

- 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 2 months (60 days). 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 31/07/2026.
- 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 (only mobility days spent at UniTo will be granted).
- 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.

# **ARTICLE 3 – FINANCIAL SUPPORT**

3.1 The individual 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 consider 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: <a href="https://www.unito.it/sites/default/files/calcolatore-periodo-mobilita-erasmus.xlsx">https://www.unito.it/sites/default/files/calcolatore-periodo-mobilita-erasmus.xlsx</a>





- 3.2 In addition, the Participant shall receive € ...... as "Travel Grant Standard".
- 3.3 In addition, the Participant shall receive € 250,00 *una tantum* as an "Extra UniTo contribution" for administrative expenses (such as visa cost, residence permit, medical insurance, ...).
- 3.4 In addition, the Participant, if she/he has been selected as student with "Fewer Opportunities" by her/his Home University, shall receive an additional TOP-UP Fewer Opportunities contribution from Erasmus+ EU funds for the mobility period corresponds to € 250,00 per month.
- 3.5 The reimbursement of costs incurred in connection with special needs, when applicable, shall be based on the supporting documents provided by the Participant.
- 3.6 The financial support may not be used to cover similar costs already funded by EU funds.
- 3.7 Notwithstanding article 3.6, 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.
- 3.8 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.
- 3.9 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.
- 3.10 Should the mobility be entirely online (distance learning) 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. Only if the Participant has to conclude his/her mobility at UniTO, will she/he receive the relevant contribution for the actual days of mobility at UniTo (respect the minimum length of 60 days at UniTo). As specified by INDIRE, the National Erasmus Plus Agency, distance learning from Hosting Country will be granted, as foreseen by Erasmus Plus Program and national rules.

#### **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 UNITA e Mobilità 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 Individual support from Erasmus+ EU funds, TOP UP Fewer Opportunities contribution, "Extra UniTo contribution" and "Travel Grant Standard" as specified in Article 3, according to the above indicated timeline (article 4.1).





4.3 Payment will be made on the following Italian/European bank account<sup>1</sup>. This bank account must be in the name of the Participant, or co-owned by the Participant.

Codice IBAN	
BIC/SWIFT CODE	(BIC/SWIFT to be filled just in case of non-Italian Bank account)

#### **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 <a href="https://en.unito.it/">https://en.unito.it/</a> - 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, for example, the 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 civil war, terrorist attacks, natural disasters etc etc.
- 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

<sup>&</sup>lt;sup>1</sup> SEPA consists of the twenty-eight EU member states, the four members of EFTA (Iceland, Liechtenstein, Norway and Switzerland), Monaco and San Marino.





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 Data Protection Authority 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	The Institution		
Surname			
	Head of <i>Direzione Innovazione e</i>		
Name	Internazionalizzazione		
Signature	Digitally signed document according to Italian legislative decree no. 82/2005		