



GRANT AGREEMENT FOR STUDENT MOBILITY FOR TRAINEESHIP KA1 HIGHER EDUCATION Erasmus+ Programme Programme and Partner Countries

Agreement N. 20 / _

(to be referenced in all correspondence, reserved for the office)

The Agreement must be signed first by the student and then by the Legal Representative of the Institute (or by whomever has the power of attorney)

Academic Year: 2023/2024

PREAMBLE

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

on the one part

UNIVERSITA' DEGLI STUDI DI PADOVA Erasmus code: I PADOVA01 Via VIII Febbraio 1848, N. 2 – 35122 Padova PD

Called hereafter "the Institute", represented for the purposes of this act by

Andrea Berti, Head of Research and Business Relations Area

And, on the other part, first and last name(s):

Called hereafter "the Participant"

Fiscal code: Date of birth: Address: [official add Phone:	dress in full]			
E-mail:				
Nationality:				
Cycle of studies:	🗆 Cycle I	□Cycle II	🗆 Cycle III	Short cycle
Qualification at home	e institute:		-	-
Code: Code ISCED:				
Study course Year:				
Study course rear.				

[To be completed by all participants receiving financial support from Erasmus+ EU funds, except those on zero-grant, in any case the personal, fiscal and banking data used for the payment will be those entered by the student in his reserved area on Uniweb]:





Bank account where the financial support should be paid:	
Bank account holder (if different than participant, but the Participant must be at least a joint account holder):	
Bank name:	
Clearing/BIC/SWIFT number:	
IBAN number:	

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 ILearning Agreement for student mobility for traineeship between the home
Institute, the receiving Organisation and the studentAllegato IIErasmus 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, depending on the Italian legislation or institutional regulations.

The financial support with Erasmus+ EU funds includes:

- Monthly base amount for individual support for long-term mobility (traineeship top up included)
- □ Financial contribution for students with fewer opportunities equal to 250 EUR per month (allocated on the basis of income art.1.7.2 of the Call, or as inclusion support¹)
- \Box A top-up for "green travel" equal to 50 EUR in the case of use of sustainable transport
- $\hfill\square$ Individual support for 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:

□ Financial support from Erasmus+ EU funds

¹ in the case of needs relating to certified physical, mental and health conditions





- □ 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")
- An additional financial contribution with Ministerial-Fondo Giovani funds (art.1.7.1 of the call) allocated on the basis of income and/or merit, only for mobility with credits recognition

TERMS AND CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

- **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 institute shall provide EU support to the **Participant** to undertake an Erasmus+ traineeship mobility. The financial support will be paid for the mobility days carried out in presence at the host organisation and certified by the organisation itself. The in-presence mobility must take place for at least two months (60 days with Grant Calculator) in order for the support to be paid.
- **1.3.** The **Participant** accepts the support specified in Article 3 and undertakes to carry out the mobility as described in Annex I LAT
- **1.4.** Amendments to the agreement shall be requested in written form and agreed by both parties through a formal exchange/notice 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

Start on date	
End on date	

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.

If authorized by the host organisation, virtual mobility days are allowed in addition to the inpresence days (however the physical mobility period must last at least 2 months). Any periods of virtual mobility must be indicated in the Learning Agreement and therefore scheduled before starting. Any financial support is foreseen only for physical mobility in presence in the host organisation.

In any case, the participant sends to the Institute within 7 days of the start of the traineeship:

- the start certificate for in presence/physical mobility, if the mobility is carried out in presence, for starting the payment procedures.





- -or the virtual start certificate, if the mobility is started in virtual mode from Italy (this certificate will also specify the address from which the traineeship is carried out for the purposes of insurance coverage referred to in art. 6.)
- Where the mobility begins in virtual mode, and afterwards the student goes abroad to carry out the following part in person, the student will send the Start Certificate at the beginning for the virtual part and then the Start Certificate at the beginning of the period done in presence, as soon as she/he arrives at the host organisation
- **2.3.** The period covered by this Agreement includes:

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 Maximum 4 travel days covered by the financial contribution in case of "green travel"
- **2.4.** The certificate issued by the receiving organisation at the end of the period abroad (*Learning Agreement for Traineeship section "After the mobility"*)- 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).

Name of receiving organisation	
ERASMUS code (only for Universities)	
Country	

2.5 The Participant declares under his own responsibility (arts 45 and 46 Presidential Decree n.445/2000) to have passed the general training course on safety art.37 Legislative Decree 81/08 organized by the Institute on dd/mm/yy for a total of 4 hours.

ARTICLE 3 – FINANCIAL SUPPORT

- **3.1.** The financial support is calculated according to the funding rules indicated in the Erasmus+ Programme Guide and the National Provisions relating to the reference year of the mobility agreement.
- **3.2.** The **Participant** will receive a financial contribution from Erasmus+ EU funds for _____ days of physical mobility. [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 Institute accepts the request for extension, this Agreement needs to be amended accordingly.
- **3.4.** The participant declares that she/he will use sustainable means of transport for the return $trip^2$

If the option is selected, the participant is assigned the contribution of 50 Euros for green travel and individual support for the additional travel days due to the green travel up to a maximum of 4 days.

The total of the aforementioned contributions for green travel will be counted and paid after the end of the mobility, upon delivery of the supporting documents relating to the return trip, proving the use of sustainable means, and the declaration of honour on the number of travel days. - For "zero grant" participants there is no contribution for the travel.

The aforementioned support includes the traineeship top up and if due, the contribution for students with fewer opportunities.

- **3.6** Reimbursement of costs (in case of additional inclusion support based on real costs or where the participant is entitled to a green travel support) where applicable, shall be based on the supporting documents provided by the **Participant**.
- **3.7** The financial support cannot be used to cover similar costs that have already been funded by EU funds.
- **3.8** Notwithstanding article 3.7, 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 traineeship as long as they carry out and finish the activities foreseen in Annex I LAT.
- **3.9** The financial support or part of it must be returned if the Participant terminates the Agreement before the terms expire, in which case he or she will have to return the amount of the contribution already paid, including any additional contribution, except in cases of force majeure. Such cases must be reported as soon as they occur to the Home Institute, which will request approval from the National Agency. Any support already paid with Ministerial funds must be returned in full.
- **3.10** Any contribution for credit mobility on Ministerial-Fondo Giovani funds (art. 1.7.1 of the Call) will be allocated on the basis of income and/or merit, after the approval of the LAT. In order to receive the contribution, the Participant must have submitted the request for benefits via UNIWEB according to the deadlines indicated in the Call. The first instalment (50%) is paid according to the ranking by income only, if the definitive ranking by income/merit provided by the Student Services Office is not yet available. The final balance based on income/merit will be paid only after verification of financial coverage (in any case only the balance due based on income is guaranteed) The final amount due of the additional contribution will be recalculated on the basis of the period certified by the final certificate.

To be entitled to this integration, the Participant must provide for the recognition and registration in the career of the thesis or internship credits as incurred abroad by 31 October 2024, under penalty of the complete refund of any integrations already paid.

² train, bus, car-sharing (not with private cars). (Ship and ferry are not considered sustainable means)





ARTICLE 4 – PAYMENT ARRANGEMENTS

4.1 A pre-payment shall be made to the participant after the signature of the agreement by both parties, and in any case upon receipt of the Certificate of start in presence (within 30 days). The pre-payment shall represent 80% of the amount specified in Article 3.5.

In case the Institute cannot provide for the liquidation pursuant to the accounting obligations connected to the financial year closure or 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.

In case of virtual start of mobility, the pre-financing will be paid after the start of the in-presence activities (within 30 days of sending the Certificate of start of in-presence mobility).

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 and of the final certificate "After the mobility" shall be considered as the **Participant's** request for payment of the balance of the financial support. The Institute shall have 45 calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.

The balance of the credit integration, if assigned, will be paid within 45 days of registering the thesis or internship credits as mobility.

ARTICLE 5 - RECOVERY

5.1 The financial support or part thereof shall be recovered by the sending institute 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 institute. The latter shall be reported by the sending institute and accepted by the National Agency.

ARTICLE 6 – INSURANCE

6.1 The Institute guarantees the insurance coverage against accidents in the workplace and for civil liability, for the duration of the traineeship abroad. The coverage is valid during the traineeship activities.

The Participant can download an insurance certificate in English from the personal Uniweb page.

6.2 Health care in EU countries (and in Iceland, Liechtenstein, Norway, Switzerland) is guaranteed for the necessary medical care by the European Health Insurance Card EHIC issued by the local health authority (ASL/ULSS). However, it is necessary to contact ASL/ULSS well in advance before departure to receive information on further documents or forms that may be requested and on the related procedures to follow to obtain reimbursement of medical expenses.

Before departure, the Participant is invited to check the specific information for each country and the methods of receiving treatment/obtaining reimbursement on the Ministry of Health website: https://www.salute.gov.it/portale/assistenzaSanitaria/homeAssistenzaSanitaria.jsp

However, it is advisable to take out a private health insurance policy since the EHIC does not cover repatriation costs for emergencies and may not be sufficient in the case of specific medical interventions.

Please note that students with citizenship of non-EU countries cannot use EHIC for medical treatment in Switzerland, Denmark, Iceland, Norway and Liechtenstein.

Students who do not have an EHIC card, who cannot use the EHIC abroad, or who travel to countries where the EHIC is not valid, are required to take out a private health insurance policy.





6.3 The responsible party for taking the insurance coverage is:

_ the institute for civil liability and accidents during traineeship activities.

_ the participant for health coverage and civil liability for any risks connected to the exercise of medical and/or healthcare activities and/or services

The Institute will guarantee insurance coverage for civil liability, against damage caused to people or things, with the insurance company GENERALI Italia S.p.A. ref. policy no. 400834302. Texts, methods of reporting accidents, as well as updates/amendments to policies can be consulted on the page https://www.unipd.it/infortunio-polizze-assicurative

The aforementioned policies are valid exclusively during the traineeship activity.

The aforementioned insurance does not include coverage of risks connected to the exercise of medical and/or healthcare activities and/or services.

Traineeships in the healthcare area carried out as students and/or by individuals not licenced to practice medical/healthcare professions must be exclusively observational.

Only trainees already licenced to practice medical/healthcare professions are allowed to do activities other than observational, but the exercise of medical/healthcare activities will be covered by the Participant's private insurance or by the host organisation insurance.

The Institute will guarantee insurance coverage against accidents in the workplace:

For graduates: INAIL: GESTIONE PER CONTO DELLO STATO

Graduates also have the right to take advantage of the POSTE Assicura S.p.A. Additional Accident Policy. ref. policy number 78432, for which the payment of €6.50 is required. Please tick the box:

 \Box YES (if yes, attach receipt of the payment, for payment methods please refer to the page https://www.unipd.it/infortunio-polizze-assicurative)

 $\hfill\square$ NO, I don't want to take advantage of the insurance

For students: POSTE Assicura S.p.A. Accident Policy. ref. policy number 78432 and INAIL: GESTIONE PER CONTO DELLO STATO

Texts, as well as updates/amendments to the policies can be consulted on the page <u>https://www.unipd.it/infortunio-polizze-assicurative</u>

In the event of an injury to the Participant, it is necessary to complete and send to the Career Service the documentation which can be downloaded from the website https://www.unipd.it/infortunio-polizze-assicurative

This type of insurance covers employees for damages resulting from accidents at work. In many countries, employees are covered against such workplace injuries; however, the extent of this insurance coverage on transnationally mobile trainees may vary in different countries involved in transnational learning mobility programmes. Annex I (LAT) will clearly explain whether this insurance is covered by the host organisation or not.

ARTICLE 7 – ONLINE LANGUAGE SUPPORT (OLS)

- **7.1** The participant shall 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.
- 7.2 [Optional only if not included in the Learning Agreement] The level of language competence in [main language of traineeship 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 home institute 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** <u>Ethics</u>: 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** <u>Values</u>: 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 Institute 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 <u>https://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement</u>
- 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 institute, 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 institute 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 institute 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 institute and the **Participant** concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

SIGNATURES

For the Participant

[name / forename]

[signature]

For the Institute

dott. Andrea Berti, Dirigente Area Ricerca e Rapporti con le imprese

[signature]

Done at [place], [date]

Done at [place], [date]

Annex II <u>Erasmus Student Charter</u> <u>https://erasmus-plus.ec.europa.eu/document/erasmus-student-charter</u>