**Grant agreement model for Erasmus+ studies**

**Between PROGRAMME and PARTNER COUNTRIES**

**Erasmus+ Higher Education**

**Agreement nr. 2019- IT02-KA107-061669**

*[The Agreement must be signed by the student first 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].*

**University of Catania I CATANIA 01**

Address: Piazza Università, 2 I-95131, Catania, international@unict.it

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

***Daniela Irrera, Erasmus Institutional Coordinator*** *(delegated by the Legal Representative, prof. Francesco Priolo, by Rectoral Decree n. 3646 of 18/10/2021 for the signature delegated to sign implementation agreements relating to the Erasmus+ program)*

On the one part, and

**Mr/Ms** *[Student name and forename]*:

Date of birth: Nationality:

Address: [official address in full]

Phone: E-mail:

Gender: [MALE/FEMALE/UNDEFINED] Academic year: 20../20..

Study cycle: [First cycle/Second cycle/Third cycle/Short cycle/One-cycle study programme]

Subject area: [degree in sending institution] Code: [ISCED-F code]

Number of completed higher education study years:

Student with:

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 🞏

 *[Please complete this section at the arrival (also in case of zero grant mobility)]:*

Bank account number where the financial support should be paid:

Bank account holder (if different than student):

Bank name:

Clearing/BIC/SWIFT number:

Account/IBAN number:

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 *[select the relevant item]:*

 [ ]  Learning Agreement for Erasmus+ mobility for studies

 [ ]  Learning Agreement for Erasmus+ mobility for studies and for traineeships

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 [ ] studies and traineeship under the Erasmus+ Programme.

1.2 The **participant** accepts the individual and travelsupport as specified in article 3 and undertakes to carry out the mobility activity 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. 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

|  |  |
| --- | --- |
| Start on | *date* |
| End on | *date* |

For a total number of \_\_\_\_\_\_ days

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.

*[select the relevant item]*

[ ] **Receiving organisation Academic**

|  |  |
| --- | --- |
| Institution Name | Università degli Studi di Catania |
| Institution Erasmus CODE *(if applicable)* | ICATANIA01 |
| Institution Country | Italy |

[ ] **Receiving organisation NON-Academic**

|  |  |
| --- | --- |
| Institution Name |  |
| Institution City & Country |  |

*(to be completed only in case of combined mobility Study and Traineeship)*

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 participant is aware that

[ ]  The Transcript of Records *(or statement attached to this document)*

[ ]  The Transcript of Records and Traineeship Certificate *(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 corresponds to EUR 850 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. 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 EUR 275 as a contribution for travel. *[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/traineeship 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 at least 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 Within 30 calendar days after the Financial Agreement has been signed by both institutions (sending and receiving), UNICT International Relations Operational Unit (I.R.O.U.) will provide for the payment of the prefunding agreed to the **participant.** The Erasmus+ financial support is paid in two instalments:

* a first instalment corresponding to 70% of the individual support and 100% of the contribution for travel indicated in article 3.1 and 3.2, at the beginning of the mobility period;
* a second instalment corresponding to 30% of the individual support defined in article 3.1, at the end of the mobility period after the EU survey submission.

A delay in the payment will be exceptionally admitted if the participant provides the needed documents after

the deadline or in case of unavailability of the sum within the hosting institution.

4.2 Forwarding the final documents to UNICT I.R.O.U. (Certificate of Attendance and Transcript of Records) from the International Didactic Unit at the hosting department is considered as the conclusive certificate for the final tally of the total contribution accruing to the **participant**.

ARTICLE 5 – INSURANCE

5.1 The participant must have adequate insurance coverage to stay in Italy. In order to get an insurance, it is possible to apply at the Welcome Association Italy (WAI) for extra-EU students. For more information, please consult the guidelines provided in www.unict.it > internazionale > KA107 International Credit Mobility > Incoming mobility.

5.2 Health insurance coverage is compulsory, and it must include liability insurance coverage and accident insurance coverage. The participant, according to the Italian Immigration Law, has to obtain an adequate insurance for the period of stay in Italy. If he/she wants, the participants can undersign a private insurance in his/her own country. For more information consult the guidelines provided in www.unict.it > internazionale > KA107 International Credit Mobility > Incoming mobility. By signing this agreement, the participant is aware of health insurance issues.

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 30 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 – CHECK-OUT

7.1 The participant commits to refer, within 10 days prior to departure, to the IROU to have performed all check-out activities (e.g. check of the examination taken and registered, accommodation check-out, delivery of mobility certificate).

7.2 Within 5 weeks after the end of mobility, the IROU will provide the participant with the original Transcript of Records with the results obtained during the mobility necessary for the academic recognition at the home university.

 The certificate can also be sent by the IROU directly to the home university international office.

ARTICLE 8 – FINANCIAL SUPPORT REFUND

8.1 The participant accepts to return the entire scholarship or part of it in case one of the following conditions occurs, except in cases of force majeure (which shall be communicated to UniCt immediately and will have to be formally accepted by the Italian National Agency):

 a) failure to respect the obligations of the present Agreement;

 b) termination of the Agreement;

 c) in case the received amount corresponds to a longer period than the period actually spent at UniCt and indicated in the mobility certificate;

 d) in case the EU survey has not been submitted at least 20 days before departure.

ARTICLE 9 – LAW APPLICABLE AND COMPETENT COURT

9.1 The Agreement is governed by Italian national law.

9.2 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.

**SIGNATURES**

|  |  |
| --- | --- |
| **For the participant** | **For the institution** |
| *[Name/forename]* | Prof. Daniela Irrera – Erasmus Institutional Coordinator  |
| *[Signature]* | *[Signature - Stamp]* |
| Done at *[place]*, *[date]* | Done at Catania, *[date]* |

**Annex I**

[**https://www.unict.it/sites/default/files/files/Learning%20Agreement%20Study%20KA107.docx**](https://www.unict.it/sites/default/files/files/Learning%20Agreement%20Study%20KA107.docx)

**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**