# Grant agreement for Erasmus+ staff mobility for teaching and training

# Between

#  PROGRAMME and PARTNER COUNTRIES

# Agreement n. 2019-IT02-KA107-061669

**University of Catania I CATANIA01**

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)*

of the one part, and

**Mr/Ms**

Date of birth: Nationality:

Address:

Phone: E-mail:

Gender: Academic year: 2021/2022

Participant with: financial support from Erasmus+ EU funds 

 a zero-grant 

The financial support includes: special needs support 

The participant receives financial support other than Erasmus+ EU funds 

*[To be completed by the Participant receiving financial support from Erasmus+ funds]*

Bank account where the financial support should be paid:

 Bank account holder (the participant must be the holder):

Bank name:

Clearing/BIC/SWIFT number:

Account/IBAN number:

Why ‘if applicable » does it mean that the money can be paid in « cash » ?

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 Staff Mobility Agreement

Annex II General Conditions

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 or institutional regulations.]

**SPECIAL CONDITIONS**

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

* 1. The institution shall provide support to the **participant** for undertaking a mobility activity for [ ] teaching [ ]  training
	2. The participant accepts the individual and travel support as specified in article 3 and undertakes to carry out the mobility activity for as described in Annex I.

1.3. Amendments to the agreement 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

* 1. The agreement shall enter into force on the date when the last of the two parties signs.
	2. The minimum duration of the mobility period is 7 days, including flight, for a minimum and a maximum of 5 days of teaching or training. 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 institution/organization. The end date of the period abroad shall be the last day the participant needs to be present at the receiving institution/organisation. One day for travel before the first day of the activity abroad and one day after the last day of activity abroad shall be added to the duration of the mobility period and included in the calculation for the individual support.

* 1. The participant shall receive financial support from Erasmus+ EU funds for 5 days of activity [the number of days shall be equal to the duration of the mobility period] and 2 days for travel.
	2. The total duration of the mobility shall not exceed 5 days, with a minimum of 5 days of continuous and uninterrupted mobility activity and 2 of travel. [*For teaching mobility: a minimum of 8 hours per week (or any shorter period of stay) has to be respected. If the mobility lasts longer than one week, the minimum number of teaching hours for an incomplete week shall be proportional to the duration of that week. If the teaching activity is combined with a training activity during a single period abroad, the minimum is reduced to 4 teaching hours per week (or any shorter period of stay)*].
	3. The participant may submit any request concerning the extension of the mobility period within the limit set out in article 2.5. If the institution agrees to extend the duration of the originally planned mobility period, the agreement shall be amended accordingly.
	4. The Certificate of Attendance shall provide the effective start and end dates of the mobility period.

ARTICLE 3 – FINANCIAL SUPPORT

* 1. The institution will provide the participant

 with travel support in the form of reimbursement of incurred real costs and individual support in the form of direct provision of the required individual support services (upon request)

 with travel and individual support in the form of reimbursement of incurred real costs.

In the first case, the institution shall ensure that the provision of services will meet the necessary quality and safety standards.

* 1. The reimbursement of costs incurred in connection with special needs, when applicable, shall be based on the supporting documents provided by the participant.
	2. The financial support may not be used to cover costs already funded by EU funds.
	3. Notwithstanding Article 3.3, the financial support is compatible with any other source of funding.
	4. The financial support or part of it shall be recovered if the participant does not carry out the mobility activity in compliance with the terms of the agreement. However, reimbursement shall not be requested when the participant has been prevented from completing his/her mobility activities as described in.

ARTICLE 4 – PAYMENT ARRANGEMENTS

* 1. The participant shall receive individual and travel support according to art. 3.1 up to the maximum of the assigned grant. If the participant spends more than the maximum of the assigned grant, no extra costs will be reimbursed.

ARTICLE 5 – INSURANCE

* 1. The participant must have adequate health insurance coverage during his/her stay in Italy. For more information, please consult the guidelines provided in www.unict.it > internazionale > KA107 International Credit Mobility > Incoming mobility.
	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. In this case, the participant must be sure it has validity in Italy.

ARTICLE 6 – EU SURVEY

* 1. The participant shall complete and submit the online EU Survey after the mobility abroad within 30 calendar days upon receipt of the invitation to complete it.
	2. Participants who fail to complete and submit the online EU Survey may be required to partially or fully reimburse the financial support received.

ARTICLE 7 – CHECK-OUT

* 1. The participant commits to refer, the day before the departure, to the IROU to have performed all check-out activities (i.e. Teaching Activity Report).
	2. At the end of the mobility, the IROU will provide the participant with the original Attendance certificate for the official validity of the mobility period.

ARTICLE 8 – FINANCIAL SUPPORT REFUND

* 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):
	2. failure to respect the obligations of the present Agreement;
	3. termination of the Agreement;
	4. in case the received amount corresponds to a longer period than the period actually spent at UniCt and indicated in the mobility certificate;
	5. in case the EU survey has not been submitted at least within 30 calendar days upon receipt of the invitation to complete it.

ARTICLE 9 – LAW APPLICABLE AND COMPETENT COURT

* 1. The Agreement is governed by Italian national law.
	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.

ARTICLE 10 – DATA PROTECTION

* 1. In accordance with EU Regulation 2016/679, the University of Catania treats personal data exclusively for selection management, in compliance with lawful principles, fair and transparent treatment, integrity and privacy, treats the processing of personal data; personal data under treatment are appropriate, relevant and limited to necessary purposes for which they are collected. Personal data, in compliance with the aforementioned rules, are treated, together with computer tools, exclusively for selection management and eventual procedures of financial support.
	2. The responsible for data treatment id the University of Catania, piazza Università, 2 95131 Catania in the persn of its legal representative.
	3. The responsible for data protection at the University of Catania is available via email: rpd@unict.it or rpd@pc.unict.it
	4. Rights set out in art. 15, and following, EU Regulation 2016/679, in particular, the right to personal data access, to ask for rectification and eventual deletion, treatment limitation, and objection to its treatment. The procedure for exercising such rights is available at the following link: <https://www.unict.it/ateneo/informative-e-esercizio-dei-diritti>

**SIGNATURES**

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

# Annex I

Teaching agreement <https://erasmus-plus.ec.europa.eu/sites/default/files/2021-09/mobility-agreement-teaching_en.docx>

Training agreement <https://erasmus-plus.ec.europa.eu/sites/default/files/2021-09/mobility-agreement-training_en.docx>

Training agreement for E+ Staff Week

**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.