



Study Mobility Agreement for the Erasmus+ / K01 Higher education Programme

**Convention n. 2020-1-IT02-KA103-078354**

**CUP Code G46D20000050006**

**a.y. 2021/2022**

The University State of Milan (I MILANO01), ID number 80012650158, based in via Festa del Perdono, 7 – 20022 Milan, represented by the Rector Elio Franzini, hereinafter referred to as “The Institute”

And

Mr./Mrs./Mss.: Surname: ----- Name: -----

Nationality: -----

Date and place of birth: -----

Address: -----

ID/passport number: -----

e-mail: -----

Enrolled in the course of study: -----

hereinafter referred to as the “The Participant”

**HAVE AGREED UPON**

the Special Conditions and that the following attachments make part of the present agreement (from now on referred to as “The Agreement”)

**Attachment I:** **Learning Agreement for studies** set between the Institute, the Host Institution and the Participant (bear in mind: the document has to be filled out by following the online procedure, available at [http://studente.unimi.it/socrates\\_out/accesso](http://studente.unimi.it/socrates_out/accesso), within the deadlines already communicated to the student);

**Attachment II:** **General Conditions** (document available on the University’s website [www.unimi.it](http://www.unimi.it) percorso Internazionale > Studiare all'estero > Erasmus+ > Prima della partenza);

**Attachment III:** **Erasmus Student Card** (document available on the University’s website [www.unimi.it](http://www.unimi.it) > International > Study abroad > Erasmus+ > Before departure);

**Attachment IV:** **Insurance** (document available on the Ateneo's website [www.unimi.it](http://www.unimi.it) International > Study abroad > Erasmus+ > Before departure);

*Given that everything set forth in the Special Conditions prevails on the attachments' provisions.*

As to the Attachment I of the present document the original signature is not requested: copies and digital signatures could be allowed under the provisions of the Italian legislation.

## **SPECIAL CONDITIONS**

### **Article 1 – Aim of the Contribution and General Conditions of the Agreement**

- 1.1** The Institute will supply the Participant with the EU grant so that the party could undertake the Erasmus mobility for studying purposes as part of the Erasmus+ Programme.
- 1.2** The Participant accepts the grant, as established by Article 3.1, and commits to carry out the mobility for study purposes, as described in Attachment I.
- 1.3** Any changes and/or additions of/to the agreement must be set out in writing, with formal notification sent to the Participant by regular mail or e-mail.
- 1.4** Every demand for changes (suspension, starting or ending date of the mobility, extensions of the mobility etc.) must be submitted pre-emptively by the Participant to the Institute. If the proposed request is accepted by the Institution, then it will be considered as an additional provision of the hereby convention. Any infringement of the previous dispositions from the Participant may be considered by the Institute as a reason for the termination of the agreement. Any changes regarding the duration of the mobility, in terms of extension or reduction, as set out by article 2.2, need to be previously authorized by the student's Erasmus coordinator; the request of extension must be also authorized by the Host Institute. Extensions will be financed only in case of funds' availability.
- 1.5** Prior to the departure, the Participant must arrange along with the Institute a well-organized studying programme to be followed abroad, by drafting the so-called Learning Agreement. In case the Participant finalises the planned programme, the Institute will proceed with the academic recognition of the studies accomplished at the Host Institution, as an integrated part of the study course in the Country of enrolment.
- 1.6** The Participant commits to provide the Institution, within 10 days of the end of their stay, with the *Certificate of Stay*, a certificate issued by the Host Institute certifying the actual period of stay completed abroad, stating the exact initial and final dates of the mobility period.
- 1.7** The Participant commits to deliver the document certifying the academic activities carried out abroad; in particular, those regarding passed exams, stating the grades and the related academic credits gained (*Transcript of Records*).

### **Article 2 - Entering into force and mobility duration**

- 2.1** The hereby document enters into force the moment the parties sign it.
- 2.2** The mobility

Will start on ..... and

Will end on .....

The starting and ending dates of the mobility must coincide, approximately, with the first and last day the Participant will be present at the Host Institution. If the Participant takes part in a language course organized by an Institute different from the Host Institution, that period will be considered as a relevant share of the mobility: in this case, the starting date of the mobility will coincide with the first day of attendance of the language course outside the Host Institute; bear in mind that the attendance of the course must be properly certified.

The activities eligible for the grant can be carried out starting from June 1, 2021 and must be finalized **no later** than September 30, 2022.

Host Institution's name -----  
ERASMUS Code -----  
Country -----

- 2.3** The Participant receives a grant financed by EU Erasmus+ funds for a maximum of **N** months; the number of months coincides with those previously planned in a bilateral agreement between the Institute and the partner University.
- 2.4** The total duration of the mobility, including any mobility period under previous the Lifelong Learning Programme, cannot be more than 12 months for each study cycle (24 months in case of a single-cycle Master's degree).
- 2.5** Any **requests for mobility's extension** must be submitted **at least a month before** the planned ending date.
- 2.6** The Certificate of stay, issued by the Host Institution at the end of the study period abroad must duly certificate the actual starting and ending dates of the mobility period. Based on those dates the financial contribution will be recalculated as stated in article 3.2.

### **Article 3 – Mobility Grant**

- 3.1** The Erasmus+' financial contribution for a mobility will not exceed Euro -----,00 equivalent of **Euro 250,00/300,00 per month**. The mobility grant will be issued only for the actual period spent abroad, as resulting from the Certificate of Stay. Therefore, if the mobility put in place is *blended*, meaning that a part is spent abroad and another part in Italy, the period spent in Italy will not be covered by the Erasmus grant. The period carried out abroad at the Host Institution cannot be shorter than 3 months.
- 3.2** The amount of the financial contribution actually due to the Participant will be determined once their return to Italy from the Erasmus mobility and will be calculated considering the starting and ending dates of the mobility as certificated by the Host University in the Certificate of stay. The contribution will be determined by the number of months carried out, multiplied by the monthly amount related to the Host Country. In case the number of months results incomplete, the financial contribution will be calculated multiplying the number of days of the incomplete month by 1/30 of the unitary monthly cost; the estimation will be performed by the Institute, using the Mobility Tool+ application.
- 3.3** The refund of expenses for **special needs due to special physical conditions, mentally or sanitary**, when applicable, will be set forth based upon supporting documents submitted by the Participant.
- 3.4** The financial contribution cannot be used for covering expenses already refunded with other EU funds.

**3.5** Except for provision under Article 3.4, the financial contribution received by the Participant is compatible with every other source of funding, including earnings/ payments that the Participant might receive while working alongside their studies, as long as the Participant carries out and finalises the activities established by Attachment I.

In the event the Participant is also a recipient of an **additional Institute's contribution – Fondo Giovani – MUR**, the total financial contribution will be established by the number of months spent abroad multiplied by the monthly amount, determined by the Participant's income bracket, in pursuance to resolution adopted by the Institute's competent body. In case of incomplete months, the financial contribution will be calculated multiplying the number of days of the incomplete month by 1/30 of the unitary monthly cost.

**3.6** The financial contribution, or part of it, must be reimbursed if the Participant does not comply with the provisions of the present Agreement. However, an Erasmus+ funds reimbursement is not required when the Participant is not able to carry out the mobility, as described in Attachment I, due to *force majeure*; if this circumstance occurs, it has to be communicated to the Institute of enrolment and be accepted by the National Agency.

#### **Article 4 – Payment's methods**

**4.1** The Participant will be issued a deposit of 70% of the total grant as defined by Article 3.1 and of the potential additional contribution, within 30 business days of the signature from both parties of the present Agreement. A delay in the distribution of the grant will be exceptionally possible if the Participant does not fill out the Agreement within the deadlines stated by the Institute of enrolment. At the end of the Erasmus stay, the Institute will calculate the amount of the grant and of the potential integrative contribution actually due to the Participant, based upon the criteria stated by articles 3.2 / 3.5, and settle the final grant balance and the additional contribution. The payment of the final balance will be made by 31<sup>st</sup> July 2022 if the stay is carried out during the first semester, and by 15<sup>th</sup> November 2022 if the stay is carried out during the second semester or for the entire academic year, given that the Participant sends the Certificate of Stay to the Institute duly filled out.

In case the balance is negative, the Institute will require a partial reimbursement of the grant and of the any integrative contribution received in excess.

The return must be made following the instructions which will be disclosed to the Participant at a later stage.

**4.2** The payment of the grant will be credited directly on the *Carta La Statale* (<https://www.unimi.it/it/studiare/servizi-gli-studenti/badge-carta-la-statale>) that the Participant is required to activate as *Carta Flash Up Studio La Statale*.

#### **Article 5 - Insurance**

**5.1** The University manages on behalf of the Participant the relative share of insurance for the following risks:

- Injury: policy UNIPOLSAI n.78/156035901 – effectiveness: 1.10.2017 – 30.09.2022;
- Civil Liability: policy UNIPOLSAI ASSICURAZIONI S.P.A. n.65.171912201 – effectiveness from 24.00 o'clock, 31.12.2019, to 24.00 o'clock, 31.12.2022.

Every accident must be reported as hereinafter stated:

**Injuries:** In case of injury, the Participant must go to the AR (emergency room), and the way the injury should be reported must be agreed upon with the Direzione Sicurezza, Sostenibilità e Ambiente, based in Via Santa Sofia, 9, Milan, e-mail: [infortuni.studenti@unimi.it](mailto:infortuni.studenti@unimi.it). The set of forms is available on the webpage [https://work.unimi.it/servizi/luoghi\\_sicurezza/26528.htm](https://work.unimi.it/servizi/luoghi_sicurezza/26528.htm) ([www.unimi.it](http://www.unimi.it) > LaStatale@work > Servizi per tutti > Salute e sicurezza > Denuncia infortuni > Studenti, borsisti, dottorandi e altre categorie).

**Third Party Liabilities:** The report must be addressed to Direzione Legale e Procedure Concorsuali Personale Dipendente, based in via Festa del Perdono 7, Milan, by delivering a copy of the any claims for damages or a copy of the notice of investigation along with a note drafted by the Person in charge at the attended Institute stating the facts (with a precise indication of date, place and causes of the accident), and the outcome of the damaged party, its name and domicile together with any eyewitnesses of the event.

**5.2** In regard to **health insurance**, normally a basic coverage is provided by the National Sanitary Service of the Participant even during the stays in different Countries of the European Union, through the European Health Insurance Card. Nevertheless, the coverage of the European Health Insurance Card or of a private health insurance could not be always sufficient, especially in case of **repatriation and of a specific medical surgeries**. In this case, an integrative private insurance could be useful. The Participant is therefore obliged to gather all the necessary information on any possible specific requirement of insurance set by the Host Country.

## Article 6 – Online Linguistic Support

The OLS is applicable only in case of a mobility where the main working language is English, French, German, Spanish, Dutch, Portuguese, Czech, Swedish, Danish, Greek, Polish, Bulgarian, Croatian, Hungarian, Romanian, Slovak, Finnish, Estonian, Latvian, Slovenian, Irish, Maltese with the exception of native speakers.

**6.1** The Participant is asked to take an online assessment in order to verify the linguistic knowledge before and after the mobility. It is compulsory to complete the online evaluation as a prerequisite for the mobility, except in duly justified cases.

**6.2** The Participant will attend a language course OLS as soon as they are granted with access and commits to complete the course. Before starting the OLS language course, the Participant must inform immediately the Institute if they cannot carry it out.

## Article 7 – EU SURVEY

**7.1** At the end of the mobility the Participant must send the EU Survey online, duly filled out within 30 days of receiving its draft. The Beneficiaries who do not fill out and submit the EU Survey could be obliged to return the received grant partially or entirely.

**7.2** An integrative EU Survey can be sent out to the Participant to allow them to complete the information regarding the recognition of their activities.

## **Article 8 – Applicable Law and Court of jurisdiction**

**8.1** The present Agreement is regulated by the Italian Law.

**8.2** The court of competence according to the national applicable law will have exclusive jurisdiction for every dispute which might arise between the Institute and the Participant regarding the interpretation, application or validity of the provisions of the hereby Agreement, when not possible to proceed with a friendly resolution of the matter.

**8.3** Pursuant to the European Regalement 2016/679 and to the D.Lgs. n. 196/2003 and ss.mm.ii on personal data protection, the Institution commits to respect the confidentiality of the Participant's information: all provided data will be treated only for purposes connected with and instrumental for the attendance of the Programme. Information about the applicable legislation regarding the processing of personal data is available on the Institute's website <http://www.unimi.it/ateneo/73613.htm>. The Participant authorises the Institution to transmit the personal data included in this Agreement to the Host University, the Erasmus+ National Agency or whoever else on its behalf, and to the European Commission or to whoever else on its behalf.

## **Article 9 – Restrictions of the Mobility**

**9.1** The above provisions are valid unless otherwise provided by provisions issued by Italian or foreign authorities or the Host University for matters of mobility's restrictions.

### STUDENT SIGNATURE



The Participant declares to have read and accepted the terms and provisions of the Agreement.

*Accessing the service by using own credentials constitutes digital signature.*

The Participant:

For the Institution:

Date: -----

Name and Surname: -----

Student Number: -----

Name and Surname: Elio Franzini

Position: Rector