



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

**Convention n. 2021-1-IT02-KA131-HED-000006735**

**CUP Code G49J21014870006**

**a.y. 2022/2023**

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

**And**

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

Nationality: -----

Date and place of birth: ----- Sex: -----

Address: -----

ID/passport number: -----

e-mail: ----- telephone number: -----

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

hereinafter referred to as the “The Participant”

HAVE AGREED UPON

the Special Conditions and the following Annexes which form an integral part of this Agreement  
(hereinafter referred to as “The Agreement”)

**Annex I:** **Learning Agreement for studies** set between the Home Institute, the Host Institution and the Participant (N.B. 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 students);

**Annex II:** **General Conditions** (document available on the University’s website [www.unimi.it](http://www.unimi.it) > International > Study abroad > Erasmus+ > Before departure);

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

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

*What is stated in the Special Conditions prevails over the provisions of the annexes.*

For Annex I of the present document original signatures are not required: copies and digital signatures may 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 Annex 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 agree along the Institute a well-defined study programme to be carried out abroad, by drafting the so-called Learning Agreement. In the event that the Participant proves that he/she has actually carried out the agreed programme, the Institution guarantees the academic recognition of the studies carried out at the host Institution, as an integral part of the course of study undertaken in the country of origin.
- 1.6** The Participant commits to provide the Institution, within 10 days of the end of their stay, the *Certificate of Stay*, a certificate issued by the Host Institute certifying the actual duration 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 - Entry into force and mobility duration**

- 2.1** The hereby document enters into force the moment both 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 July 1, 2022 and must be finalized **no later** than October 31, 2023.

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 certify the actual starting and ending dates of the mobility period undertaken. Based on these dates the financial contribution will be recalculated as specified 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 250,00/300,00/350,00 per month**. [*amount varies according to country of destination*].

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 2 months.

The Participant may receive an additional contribution of Euro 50,00 if both the outward and the return journey are made by low emission means of transport, such as bus, train or carpooling (so-called "green" travel). In this case it will be necessary to produce the tickets/receipts for the outward and return journeys.

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 Beneficiary Module application.

In the event of a "green" journey, an additional contribution of EUR 50.00 will be awarded and up to four additional days may be paid out of the financial contribution for the days of the journey.

- 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 Annex 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 Annex I, due to *force majeure*; if this circumstance occur, it must 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 2023 if the stay is carried out during the first semester, and by 15<sup>th</sup> December 2023 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.

The aforementioned policies will be renewed in a timely manner upon expiry, in order to ensure continuity of insurance cover.

Every accident must be reported as hereinafter below:

**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 Safety, Sustainability and Environment Division, 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 Asset, Real Estate, and Insurance Services Division - Insurance Contract Office ([immobili.assicurazioni@unimi.it](mailto:immobili.assicurazioni@unimi.it)), based in via Festa del Perdono 7, Milan, by sending a copy of 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 surgery**. 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

Applicable only in the case of mobility for which the main language of learning is available in Online Linguistic Support (OLS), except for 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 Regulation 2016/679 and to the Legislative Decree 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 on Mobility**

- 9.1 This is without prejudice to any measures restricting international mobility that may be adopted by the competent Italian or foreign authorities or by the host university itself.

STUDENT SIGNATURE



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

*Accessing the service by using one's credentials constitutes a digital signature.*

The Participant:

Date: -----

Name and Surname: -----

Student Number: -----

For the Institution:

Name and Surname: Elio Franzini

Position: Rector