



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

**Project n. 2022-1-IT02-KA131-HED-000061178 CODICE CUP
G47G22000270006**

a.y. 2022/2023

The University of Milan (I MILANO01), security 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 Beneficiary**”

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 Traineeship set between the Institute of enrolment, the Host Company and the Student.

Attachment II General Conditions

Attachment III Erasmus Student Card

Attachment IV Grant’s payment’s method

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 Mobility duration

- 1.1** The Institute will supply the Beneficiary with the EU grant so that the party could undertake the Traineeship mobility as part of the Erasmus+ Programme.
- 1.2** The Beneficiary commits to attend a period of studies abroad of ... months, from to¹, at and to complete the traineeship programme as set out by article 3.4 of the Learning Agreement for Traineeship. Starting and ending dates of the mobility must coincide respectively with the first and last day up to which the Beneficiary must be present at the Host Institute.
- 1.3** The activities admitted to a grant must be carried out starting from October 1st, 2022 and must finish by July 31, 2024.
The entire duration of the mobility period, including any mobility abroad undertaken as part of the Lifelong Learning Programme, cannot be longer than 12 months per course of studies (24 for Master's courses or full-cycles).

ARTICLE 2 – Mobility Grant

- 2.1** The EU contribution for the mobility is Euro ... equivalent to Euro ... for 1 month.
- 2.2** The final amount of the financial contribution for the mobility period will be determined by the number of months carried out, as set out by article 1.2, 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 final estimation will be made by the Institute, using the Mobility Tool+ portal.
- 2.3** The financial contribution cannot be used to cover similar expenses already reimbursed with EU funds.
- 2.4** Except for provision under Article 2.3, the financial contribution received by the Beneficiary 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 Beneficiary carries out and finalizes the activities established by Attachment I.
- 2.5** The financial contribution, or part of it, must be reimbursed if the Beneficiary 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 must be communicated to the Institute and be acknowledged by the National Agency.
- 2.6** 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.
- 2.7** Participants with fewer opportunities can receive an additional grant of Euro 250,00 /month (in case of a long-term mobility) if they belong to special categories pointed out at national level as specified in the national guidelines 2022; the University of Milan will provide further information before the student's departure.

ARTICLE 3 – PAYMENT'S METHOD AND GRANT'S CONDITIONS

- 3.1** Within 30 days starting of the signature by both Parties of the Agreement, the Beneficiary will receive the whole amount of the financial contribution as set out by article 2. A delay in the

(1) ¹ Attention: every change of the Erasmus+ traineeship mobility period, including any reduction or extension of the duration of the mobility, as set forth by article 1, must be previously submitted for approval to the University of Milan; the request of an extension, which must be submitted at least one month before the ending date of the mobility, must be authorized from the Host Institution as well. The period of extension's payment is subject to availability of funds.



distribution of the grant will be exceptionally possible if the Beneficiary does not fill out the Agreement within the deadlines stated by the Institution.

- 3.2** Every demand for changes (suspension, starting or ending date of the traineeship mobility, duration etc.) must be submitted preventively by the Beneficiary 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 Beneficiary may be considered by the Institute as a reason for the termination of the hereby preliminary agreement. (ATTENTION: read carefully footnote 1 in the previous page).
- 3.3** In case, for any reason, one does not carry out their mobility during the forecast period, the Beneficiary commits to promptly inform the Administration with written explanation and to reimburse the grant received.
- 3.4** Prior to the departure, the Beneficiary must arrange with the Institute an efficient traineeship programme to be followed abroad, by drafting the so-called *Learning Agreement for Traineeship*. In case the Participant finalizes the planned programme, the Institute proceeds with the academic recognition of the accomplished activities at the Host Institution, as an integrated part of the study course, or as otherwise agreed upon on the Learning Agreement for Traineeship. The Institute recognizes, without any kind of programme integration or additional tests, the educational activities carried out by the Beneficiary at the Host Institute, as long as they are compliant to the activities in the Learning Agreement for Traineeship and are attested by the **Traineeship certificate** (section "After Mobility on the Learning Agreement") and registers those activities on the student's career. Any infringements by the Beneficiary of the traineeship programme set in the hereby article can justify the demand of reimbursement of the ERASMUS grant, except in cases in which the Beneficiary could not complete its own traineeship programme due to *force majeure* or extenuating circumstances confirmed by the Erasmus coordinator and recognized in writing by the National Agency.
- 3.5** When issued, the grant is linked to the actual duration of the traineeship' stay abroad (..... months). The Beneficiary commits to reimburse the precise amount of the grant equivalent to any missing months and to informing the University's Administration in written form. The Beneficiary also commits to fully refund the grant if they decide to suspend the traineeship without the necessary prearranged authorization by the Institute and without proved reasons of force majeure. Considering that the shortest duration of the Erasmus Traineeship stay is two months, in case the Beneficiary stays abroad for a period shorter than two months, they must refund the total amount of the grant received.
- 3.6** The rights and duties to which the Beneficiary complies with by signing this agreement are stated in the attachment "Erasmus student card".
- 3.7** Within 10 days of the end of their stay, the Beneficiary commits to provide the Institute the certificate issued by the host institution, certifying the final traineeship period completed abroad, stating the exact starting and ending dates of the period of mobility, with the relevant documents certifying the traineeship's activities carried out abroad; particularly, the certificate proving the completed activities with the related academic credits (**Traineeship certificate**).
- 3.8** In case of infringements of article 3.7, the Institute has the right to demand the total refund of the agreed grant in compliance with the hereby agreement.

ARTICLE 4 – Insurance

- 4.1** The University manages on behalf of the Participant the relative share of insurance for the following risks:
- injury (policy Unipol SAI n. 156035901);
 - third part liabilities (policy Unipol ex Fondiaria-SAI n. 0270.5111888.35).

Every accident must be reported as hereinafter stated:

INJURIES

In case of injury the participant must go immediately to the emergency room.

The injury must be reported following the modalities and the relative forms available on this page https://work.unimi.it/servizi/luoghi_sicurezza/26528.htm



THIRD PARTY LIABILITIES

The report must be addressed to Asset, Real Estate, and Insurance Services Division - Insurance Contract Office (immobili.assicurazioni@unimi.it), by sending a copy of any claims for damages or a copy of the any notices of investigation along with the drafted note by the Person in charge at the Institute, concerning what happened (reporting date, place and causes of the accident), stating the outcome of the damaged party, its name and domicile together with any eyewitnesses of the event.

Apprentices that carry out the mobility after their graduation are obliged to deposit an amount of the insurance, under penalty of cancellation of the traineeship.

By any means, the insurance coverage of the traineeship mobility period abroad of medical interns must be covered by themselves for both third part liabilities and risk of injuries insurances.

4.2 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 5 – EU SURVEY

- 5.1** 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 by their Institute to return the received grant partially or entirely.
- 5.2** 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 6 – ENTERING INTO FORCE AND OTHER DUTIES

- 6.1** The hereby agreement must be signed firstly by the Beneficiary and afterwards by the Legal representative of the Institute or by another authorized delegate. The agreement will enter into force after it has been signed from both parties involved.
- 6.2** The present Agreement is regulated by the Italian Law.
- 6.3** 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.
- 6.4** Pursuant to the European Regulation 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.
- 6.5** Any measure restricting international mobility that may be adopted by the competent Italian or foreign authorities or by the host university is reserved.

The Participant:

Name and Surname: -----



UNIVERSITÀ DEGLI STUDI DI MILANO



Student Number: -----

Signature: _____

For the Institution:

Name and Surname: Elio Franzini

Position: Rector

Signature: _____

FOR REFERENCE ONLY



ATTACHMENT II

GENERAL CONDITIONS

ARTICLE 1 – RESPONSABILITY

Each party will exempt the other from every civil liability for damages perpetuated by the party or its staff after the hereby Agreement has entered into force, provided that the damages are not caused by serious, intentional and wrong behavior by the other party or its staff.

The National Agency, the European Commission or their staff are not held accountable in case of claims against the provisions of the hereby agreement, concerning caused damages during mobility. Accordingly, the National Agency or the EU Commission cannot cover any claim for compensation or paid compensation per complaint.

ARTICLE 2 – CONTRACT TERMINATION

In case the Participant can't fulfill the duties arising from the Agreement, and without considering the consequences arising from the applicable law, the Institute is legally authorized to solve or cancel the Agreement in absence of other legal formalities, provided that the Participant does not act within one month after receiving the registered notification.

If the Participant terminates the Agreement before it has expired or doesn't comply with the duties provided for in the Agreement, then he/she must refund the full amount of the issued grant, except otherwise decided with the Institute of enrolment.

In case of termination of the Agreement by the Participant due to force majeure, for example an unpredictable cause or an event out of the Participant's control that cannot be attributable to its own mistake or negligence, he/she could receive the amount of the grant corresponding to the effective duration of the mobility as stated by article 2.2. The spare sum must be reimbursed, except in case it has been agreed otherwise with the Institute of enrolment.

ARTICLE 3 – DATA PROTECTION

All personal data pointed by the Convention must be treated in pursuance of the EU Regulation n.45/2001 of the EU Parliament and Council on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data, and of the EU regulation 2016/679 of the European Parliament and the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC. Personal data must be treated only for the execution of the Agreement by the Institute of enrolment, the National Agency and the EU Commission, without affecting the possibility of transferring the data to other offices accountable for verifying and auditing as provided by EU legislation (OLAF Office or Court of Auditors).

The Participant can, by making a formal request, have access to its own personal data and make the necessary corrections of incomplete or wrongful informations. Any type of queries are welcomed by the Institute of enrolment and/or National Agency in regardance of how personal data is treated. The Participant can also recourse to the Guarantor of personal data protection, accordingly to how the personal data is treated by the Institute of enrolment and/or the National Agency; he/she can also recourse to the European Guarantor of personal data protection, in accordance to how data is used by the European Commission.

ARTICLE 4 – CHECKS AND AUDIT

The parties of the Agreement commit to provide any type of information demanded by the EU Commission, the National Agency or every other office authorized by the EU Commission or by the National Agency, in order to be verified that the mobility and the Agreement have been properly carried out.