



STUDY MOBILITY AGREEMENT ¹
for the Erasmus+ Programme/KA1 Higher education
Convention n. 2024-1-IT02-KA131-HED-000213649
CUP Code G41I24000110006
a.y. 2025/2026

Between

University of Milan – I MILANO01

ID number 80012650158

Registered office at Via Festa del Perdono, 7 - 20122 Milan,

Represented by the Rector Marina Brambilla

Later 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**”

The Participant benefits from

- Financial contribution financed with European Erasmus+ funds.
- Additional contribution financed with MIUR/University funds if the Participant has provided the ISEE attestation valid for the a.y. 2024-2025 with a value of up to 50,000 euros; the additional contribution is assigned according to procedures established each year by a Board of Directors' specific resolution.

Parties, as above defined,

HAVE AGREED UPON

the Special Conditions and the following Annexes are integral parts 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. The learning Agreement must be filled out and managed on the platform **OLA – Online Learning Agreement** - <https://learning-agreement.eu/dashboard>.

Annex II **Erasmus Student Card** (document available on the University's website www.unimi.it>International>Studyabroad>Erasmus+study>Beforeyour mobility>paragraph “Sign your Mobility Agreement”).

¹ This document is an English translation of the official Italian document. In case of any discrepancies, the original Italian text shall prevail.

Annex III **Insurance** (document available on the University's website www.unimi.it>International>Studyabroad>Erasmus+study>Beforeyour mobility>paragraph "Sign your Mobility Agreement").

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

Regarding the Annex I, the original signatures are not mandatory. The Learning Agreement must be managed using the OLA platform according to Italian National Legislation and the University Regulation.

SPECIAL CONDITIONS

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

- 1.1 This Agreement establishes the rights, obligations, and special conditions applicable to the financial contribution granted for the mobility as part of the Erasmus+ Programme.
- 1.2 The Institute will supply the Participant with the EU grant (**Erasmus financial contribution**) **and, if applicable, with the additional contribution** so that the party could undertake the Erasmus mobility for studying purposes as part of the Erasmus+ Programme.
- 1.3 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.
- 1.4 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.
- 1.5 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 proposal requested is accepted by the Institute, then it will be considered as an additional provision of the hereby convention. The Institute may consider any infringement of the previous dispositions from the Participant 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 Host Institute must also approve the request of extension. Extensions will be financed only if funds are available.
- 1.6 Before the departure, the Participant must agree with the Institute on a well-defined study programme to be carried out abroad by drafting the so-called "**Online Learning Agreement – OLA**" – Annex I. If the Participant proves they have actually carried out the agreed-upon programme, the Institute guarantees the academic recognition of the studies conducted at the host Institution as an integral part of the course of study undertaken in the country of origin.
- 1.7 The Participant is required to provide the Institute, within 10 days of the end of their stay, with a *Certificate of Stay*. This certificate, issued by the Host Institute, should certify the actual duration of the Participant's stay abroad, stating the exact initial and final dates of the mobility period.
- 1.8 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*). **In addition, the Participant commits to providing the Home Institute with the final version of the OLA, approved by both the Home and the Host Institute.**

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, respectively, with the first and last day the Participant will be present at the Host Institution.

The activities eligible for the grant can be carried out starting from July 1, 2025, and must be finalized **no later** than July 31, 2026.

Host Institution's name -----

ERASMUS Code -----

Country -----

2.3 The financial contribution is calculated according to the financial legislation reported on the Erasmus+ Programme Guide Call **2024** and to the national legislation.

- The Participant will receive the financial contribution financed with European Erasmus+ funds, and eventually, the additional contribution for ... days

For a total of ... months and ... days.

2.4 The total duration of the mobility, including any previous mobility period under the Lifelong Learning Programme, cannot be more than 12 months for each study cycle (24 months in the case of a single-cycle Master's degree).

2.5 The Participant must send the eventual request for physical mobility extension within the period reported on the Erasmus+ Programme Guide, that is within 30 days before the planned end of the mobility. If the Institute accepts the request for a mobility extension, the participant should amend the Agreement accordingly. The mobility extension could be financed only if funds are available. It is recommended to request the mobility extension if the mobility exceeds the period reported on the Agreement.

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 EU Erasmus+ financial contribution for mobility is Euros equivalent of Euro 300,00/350,00 per 30 days. [amount varies according to country of destination].

The additional contribution for mobility (Youth Fund MUR) is ...euros equal to (Euro 400,00 / 350,00 / 300,00 / 250,00 / 200,00 / 150,00 / 0,00 per 30 days [the amount varies according to the student's ISEE].

The mobility grant will be issued only for the actual period spent abroad, as resulting from the Certificate of Stay, up to ... months.

The Participant could add up to 2 days of travel or 6 days for green travel to the financial contribution.

The travel is considered “green” if the Participant has used low-emission means of transport (such as a bus, train, or car sharing) for both the outward and the return travel.

The Participant must submit tickets and receipts of both the outward and return travel.

In the case of blended mobility, when the mobility period is spent partially abroad and partially in Italy, neither the financial nor the additional contribution is paid for the Erasmus period spent in Italy.

The physical mobility period spent at the Host Institution must be at least two months, travel days excluded.

The refund for special needs related to physical, mental, or health-related conditions, if applicable, is paid by applying a top-up of 250.00 euros per month in addition to the Erasmus+ financial contribution.

If the Participant requests a refund higher than the total amount of the top-up applied (250.00 euros/month), they must present the receipts of expenditure.

- 3.2** The amount of the financial contribution actually due to the Participant will be determined once they return to Italy from the Erasmus mobility. It will be calculated considering the starting and ending dates of the mobility as certificated by the Host University in the Certificate of Stay up to ... months, **plus the days of travel as indicated in Article 3.1.**

The financial contribution is calculated based on the number of months of mobility multiplied by the monthly grant of the country of destination. In case of incomplete months, the financial contribution will be calculated by multiplying the number of days of the incomplete month by 1/30 of the unitary monthly cost; the Institute uses the Beneficiary Module to calculate the amount.

The financial contribution cannot be used to cover expenses already reimbursed with other EU funds.

- 3.3** Except for provision under Article 3.2, 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.
- 3.4** 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 the case of incomplete months, the financial contribution will be calculated by multiplying the number of days in the incomplete month by 1/30 of the unitary monthly cost.

- 3.5 The financial contribution, or part of it, must be reimbursed to the Institute if the Participant does not comply with the provisions of the present Agreement. In the event that the Participant terminates the Agreement before the terms, they will refund the contributions already paid, except in the case of a different agreement with the Institute, which must be approved by and submitted to the National Agency.**

Article 4 – Payment methods

- 4.1** The Participant will be issued a deposit **of 80%** 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 on the criteria stated in articles 3.2 and 3.4 and will settle both the final grant and the additional contribution balance. The payment of the final balance will be made by **July 31, 2026**, if the stay is carried out during the first semester and by **September 29, 2026**, 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 **within 10 days from the Erasmus mobility return**.

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

The return must be made in accordance with the instructions that will be disclosed to the Participant at a later stage.

In the case of authorized mobility **extension**, the Institute will verify the availability of funds and pay a deposit of 80% of the financial contribution expected for the extension period, based on the Erasmus financial monthly grant. The mobility extension must **not** be financed with an additional contribution if applicable. After submitting the Certificate of Stay, the Institute will pay the total balance according to the procedure outlined in Article 4.1.

There is a grace period of 5 days – In the case that the mobility period reported on the Certificate of Stay is lower, within 1 to 5 days, than the period noted on the present Agreement, the financial contribution indicated on this Agreement will be paid entirely.

- 4.2** The payment of the grant will be credited directly to 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* within the deadline of the dates for filling out the present Agreement.

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. 78/188575113 – valid until 30.9.2027.
 - Civil Liability: policy UNIPOLSAI ASSICURAZIONI S.P.A. n.65.203752854 – effectiveness from 00:00, 31.12.2024, to 00:00 of 31.12.2027.
- The policies above will be renewed promptly upon expiration to ensure continuity of insurance coverage.

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 Health Protection, Management Operations, and Quality System Office, based in Via Santa Sofia, 9, Milan, e-mail: infortuni.studenti@unimi.it. The set of forms is available on the webpage https://work.unimi.it/servizi/luoghi_sicurezza/26528.htm (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), 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**, usually 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 private health insurance could not always be sufficient, especially in case of **repatriation and specific medical surgery**. In this case, integrative private insurance could be helpful. 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

6.1 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.

The Participant can verify their linguistic knowledge registering on European Platform EU Academy: <https://academy.europa.eu>.

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 – Ethics and Values

- 8.1 Ethics:** The mobility activity must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.
- 8.2 Values: The Participant** must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).
- 8.3** If a **Participant** breaches any of its obligations under this Article, the grant may be reduced.

Article 9 – Data Protection

- 9.1** All personal data contained in the Agreement shall be processed by the data controller identified in the privacy statement according to the data regulation, in particular the regulation 2018/1725 and other national regulations regarding data protection and for the aims of the Agreement. Privacy policy is available at: <https://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>.
- 9.2** The data collected will be processed solely for the execution of the Agreement by the Institute, the National Agency Erasmus+ INDIRE, and by the European Commission, without prejudice to transmit them to bodies responsible for financial audit in accordance with community legislation (Corte dei Conti and European Anti-Fraud Office - OLAF).
- 9.3 The Participant** may, on written request, gain access to his personal data and correct any information that is inaccurate or incomplete. The participant should address any questions regarding the processing of their personal data to the home institute and/or the National Agency. The participant may lodge a complaint with the European Data Protection Supervisor regarding the processing of their personal data by the European Commission.

Article 10 – Suspension of the Agreement

- 10.1** The Agreement could be suspended on the initiative of the Participant or the Institute if exceptional circumstances – in particular, “force majeure” (see Article 14) – make impossible or excessively difficult the fulfilment of the Agreement. The suspension will be activated on the day planned by the parties. The Agreement could be restarted later.
- 10.2** The Institute can, at any time, suspend the Agreement if the Participant has committed or has been suspected of having committed:
- a) substantial errors, irregularities, frauds.
 - b) serious violation of the duties of the present Agreement or during its award (including the faulty implementation, submission of false information, missing information requested, violation of ethical laws (if applicable), etc.).
- 10.3** Once the circumstances allow the restarting of the Agreement, the parties must plan a date of restart (at least one day later the day of the suspension). The suspension will be revoked with effect from the end of the suspension.
- 10.4** During the suspension, the Participant will not receive any financial contribution.
- 10.5** The Participant must not claim damages due to the suspension established by the Institute.
- 10.6** The suspension does not affect the right of the Institute to terminate the Agreement (see Article 11).

Article 11 – Termination of the Agreement

- 11.1** The Parties can terminate the Agreement if the circumstances make its fulfilment unfeasible, impossible or excessively difficult.
- 11.2** In the case of termination for “force majeure” (see Article 16), 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 must be refunded.
- 11.3** In the event of serious violation of the duties or if the Participant has committed irregularities, frauds, corruption, or they are involved in criminal organizations, money laundering, terrorism-related crimes (including the financial of terrorism), child labour or human trafficking, the Institute can terminate the Agreement notifying a formal notice to the counterparty.
- 11.4** The Institute reserves the right to initiate legal action if the eventual refund requested is not paid within the dates communicated to the Participant by official letter.
- 11.5** The termination is valid from the date reported on the communication: “date of termination”.
- 11.6** The Participant must not claim damages due to the termination of the Agreement established by the Institute.

Article 12 - Checks and Audits

- 12.1** The parties of the Agreement undertake to provide any detailed information requested by the European Commission, the Italian National Agency Erasmus+ INDIRE or any other outside body authorised by the European Commission or the Italian National Agency to check that the mobility period and the provisions of the Agreement are being properly implemented.
- 12.2** Any results related to the Agreement can implement actions or any other legal measure according to the applicable national law.

Article 13 - Liability

- 13.1** Each party of this Agreement shall exonerate the other from any civil liability for damages suffered by them or their staff as a result of the 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.
- 13.2** The Italian National Agency Erasmus+ INDIRE, 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 Italian National Agency Erasmus+ INDIRE or the European Commission shall not entertain any request for indemnity of reimbursement accompanying such claim.

Article 14 – Force majeure

- 14.1** The Party that is unable to fulfil the Agreement due to “force majeure” cannot be considered defaulting.
- 14.2** “Force majeure” refers to any event or situation that:
- prevents one Party from fulfilling their duty established by the Agreement
 - is unpredictable, extraordinary and out of the Parties’ control
 - is not due to their error or negligence (or of any other stakeholder involved in the process)

- turns out to be unavoidable despite the exercise of all due care.

14.3 Any situation attributable to “force majeure” must be formally reported to the counterpart without delay, including the nature, the probable duration and the predictable effects.

14.4 The Parties must adopt all necessary measures to limit any damage provoked by “force majeure” and do their best to restart the Agreement as soon as possible.

Article 15 - Applicable Law and Competent Court

15.1 The Agreement is governed by Italian Law.

15.2 The competent court determined by the applicable national law shall have sole jurisdiction to hear any dispute between the organisation and the Participant concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

Article 16 – Mobility restrictions

16.1 Eventual measures to restrict the international mobility that may be adopted by Italian or foreign relevant authorities, including the Institute itself, remains unaffected.

STUDENT SIGNATURE

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

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

The Participant:

For the Institution:

Date: -----

Name and Surname: -----

Student Number: -----

Name and Surname: Marina Brambilla

Position: Rector