**Grant agreement model for Erasmus+ staff mobility for teaching and training between PROGRAMME and PARTNER COUNTRIES – Erasmus+ Higher Education**

**Agreement nr. 2020-1-IT02-KA107-078228**

*[The Agreement must be signed by the Staff member first and then by the Legal Representative of the Institute (or by those who have the power of signature). Alternatively it can be stipulated simultaneously with the presence of both contractors].*

**Full official name of the Programme Country institution and Erasmus Code** *[if applicable]*

Address: [official address in full]

Called hereafter "the institution", represented for the purposes of signature of this agreement by [name(s), forename(s) and function], of the one part, and

Dr/Mr/Mrs/Ms [Participant name(s) and forename(s)]

Seniority in the position: Nationality:

Address: [official address in full] Department/unit:

Phone: E-mail:

Gender: [MALE/FEMALE/UNDEFINED] Academic year: 20../20..

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 also in case of zero grant mobility]:*

| Bank account where the financial support should be paid:Bank account holder (if different than participant):Bank name: Clearing/BIC/SWIFT number: Account/IBAN number:  |
| --- |

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

 *[select the relevant item]:*

 ☐Staff Mobility Agreement for Teaching

 ☐Staff Mobility Agreement for Training

 ☐Staff Mobility Agreement for Teaching and Training

 ☐Staff Mobility Agreement for Teaching (non academic institution in or out)

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

1.1 The institution shall provide support to the participant for undertaking a mobility activity for [teaching/ training/ teaching and training] under the Erasmus+ Programme.

1.2 The participant accepts the individual and travel support as specified in article 3 and undertakes to carry out the mobility activity for [teaching/ training/ teaching and training] 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

2.1 The agreement shall enter into force on the date when the last of the two parties signs.

2.2 The mobility period shall:

| Start on | End on |
| --- | --- |
|  |  |

*The start date of the mobility period shall be the first day that the participant needs to be present at the receiving [institution/ organisation] and the end date shall be the last day the participant needs to be present at the receiving [institution/organisation].*

*[Institution to select the applicable option]:*

| **☐** | **Name of the receiving Institution***(Academic)* | *University of Florence, Dept. of ……*  |
| --- | --- | --- |
|  | **Erasmus Code** *(if applicable)* | *I Firenze01* |
|  | **City and Country** | *Florence, Italy* |

| **☐** | **Name of the receiving Organisation***(NON Academic)* |  |
| --- | --- | --- |
|  | **City and Country** |  |

☐ Travel time is excluded from the duration of the mobility period.]

☐ One day for travel before the first day of the activity abroad [and/or] one day for travel following the last day of the activity abroad shall be added to the duration of the mobility period and included in the calculation for individual support.

2.3 The participant shall receive financial support from Erasmus+ EU funds for […] days of activity *[the number of days shall be equal to the duration of the mobility period, except for zero-grant participants, where the number of days should be 0]* and […] days for travel *[for zero-grant participants, the number of travel days should be 0].*

*[Institution to select if applicable and complete with specific rules if needed]:* The participant shall receive a financial support other than Erasmus+ EU funds for […] days of activity.

2.4 The participant shall teach a total of […] hours in [...] days.

The total duration of the mobility period shall not exceed 2 months, with a minimum of 5 days per mobility activity. *[For teaching mobility: A minimum of 8 teaching 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]*

*There is no minimum number of teaching hours for invited staff from enterprises.*

2.5 The participant may submit any request concerning the extension of the mobility period within the limit set out in article 2.4. If the institution agrees to extend the duration of the originally planned mobility period, the agreement shall be amended accordingly.

2.6 The Certificate of Attendance shall provide the effective start and end dates of the mobility period.

ARTICLE 3 – FINANCIAL SUPPORT

3.1. **Option 1**: The participant shall receive EUR […]. corresponding to individual support and […] EUR corresponding to travel. The amount of individual support is EUR […] per day up to the 14th day of activity and EUR […] per day from the 15th day.

The final amount for the mobility period shall be determined by multiplying the number of days of the mobility specified in article 2.3 with the individual support rate applicable per day for the receiving country and adding the contribution for travel to the amount obtained.

3.2 The reimbursement of costs incurred in connection with special needs, when applicable, shall be based on the supporting documents provided by the participant.

3.3 The financial support may not be used to cover costs already funded by EU funds.

3.4 Notwithstanding Article 3.3, the financial support is compatible with any other source of funding.

3.5 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 Annex I due to force majeure. Such cases shall be reported by the institution and accepted by the National Agency.

ARTICLE 4 – PAYMENT ARRANGEMENTS

4.1 The participant shall receive individual and travel support in a timely manner. A pre-financing payment will be done up to the 70% of the total grant before the mobility activity. The balance will be paid after the mobility period in accordance with articles 3.1 and 4.2

4.2 The submission of the online EU survey shall be considered as the participant's request for payment of the outstanding balance. The institution shall pay the remaining amount within 45 calendar days of the submission of the online EU survey, or issue a recovery order in case a reimbursement is due

4.3 *If the participant receives a financial support other than Erasmus+ EU funds: institution to complete with the applicable payment arrangements.*

ARTICLE 5 – EU SURVEY

5.1. 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.

5.2 Participants who fail to complete and submit the online EU Survey may be required to partially or fully reimburse the financial support received.

ARTICLE 6 – INSURANCE

6.1 The Participant, while exercising the activities provided for in the agreement, must have an accident insurance, through adhesion to an insurance policy taken out by the University of Florence with a primary Insurance Company.

6.2 The Participant, while exercising the activities provided for in the agreement, must also be insured for civil liability for damages to third parties and / or property of third parties, through an insurance coverage provided by the University he comes from or, if required by the participant’s country of origin's law, taken out by themselves personally. The University of Florence is in any case covered by a comprehensive third party civil liability insurance covering involuntary damages to third party individuals and property during the fulfillment of its institutional activities (including those carried out by its student members while carrying out institutional activities) with the exclusion of damages deriving from carrying out caregiving and/or healthcare activities involving diagnosis or cure.

6.3 As regards with health insurance (coverage for medical expenses and/or hospitalization) the Participant must provide her/his own insurance according to the rules for the health care of foreigners in Italy.

ARTICLE 7 – LAW APPLICABLE AND COMPETENT COURT

7.1 The Agreement is governed by the Italian National Law.

7.2 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.

SIGNATURES

For the participant For the Dept. of ……………….

[name(s) / forename(s)] [name(s)/ forename(s) / function]

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Done at [place], [date]

For the Dept. of Economics and Management

 Prof. Maria Elvira Mancino

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Done at [place], [date]

**Annex I**

**☐ STAFF MOBILITY FOR TEACHING**

**☐ STAFF MOBILITY FOR TRAINING**

**☐ STAFF MOBILITY FOR TEACHING E TRAINING**

**☐ STAFF MOBILITY FOR TEACHING (NON Academic Org.)**

*(institution to select the relevant item)*

<http://ec.europa.eu/programmes/erasmus-plus/resources/documents-for-applicants/mobility-agreement_en>

**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.