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**DISCLAIMER**

**INTERNATIONAL STUDENT MOBILITY**

*The present English version is provided just for information purposes.*

*Do not sign or fill in this document!*

*To accept Erasmus Mobility Contract, please refer to Italian online procedure available at the webpage "[Servizi online outgoing](https://mobint.unito.it/)" (<https://mobint.unito.it/>)*

*In the case of conflicting meanings between language versions, the Italian version prevails.*

The Participant states that he/she will review and accept the conditions set out in this Agreement which has been drawn up under the Erasmus+ Programme. It outlines each party's obligations for managing the Erasmus Mobility for Studies and the EU funds which complement university-funded Mobility for Studies grants, referred to here as 'grants'. This is to allow the student to take part in the approved Mobility programme.

**SMS - Student Mobility for studies  
ERASMUS MOBILITY FOR STUDIES AGREEMENT  
under the ERASMUS+ Programme**

The University of Turin - Erasmus Code I-TORINO01  
referred to here as "the Institution"  
on one side, and  
The Student, referred to here as "The Participant"  
on the other,

**HAVE AGREED,**

the fundamental parts of this Agreement ("the Agreement") and the following conditions: the Mobility period abroad declared in the Google Form "International Mobility Period 2021/2022", the "Procedure for academic year 2021/2022", including the Learning Agreement for Studies and the Erasmus Student Charter, available on the University portal [www.unito.it](http://www.unito.it) by going to *International - Studying and working abroad - Erasmus+ - Erasmus for Studies - [Instructions for students UniTo \(outgoing\)](#)*, as well as the General Conditions in Annex I and COVID-19 Regulations in Annex II.



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## SPECIAL CONDITIONS

### DEFINITIONS

- **Mobility abroad:**

This is where students spend their Mobility at the Host University premises regardless of whether lessons are in-person or online. If the student is already abroad and following Host University lessons online, Mobility will be considered Mobility abroad, so they will receive all in-person contributions for the entire Mobility programme in the host country.

- **Blended Mobility:**

Blended Mobility is where students follow online lessons at their home university as well as in-person or online lessons at their Host University abroad.

### ARTICLE 1 - PURPOSE OF THE CONTRIBUTION

**1.1** The Institution will award the Participant with a financial contribution from EU Erasmus+, MUR - Ministry of Universities and Research - and the University of Turin funds, so they can take part in the Erasmus Mobility for Studies or the study and internship Erasmus+ programme.

**1.2** The Participant accepts the contribution specified in Art. 5 and is committed to completing their Mobility for Studies or the study and internship programme as agreed in the Learning Agreement for Studies.

**1.3** Mobility should include study abroad. After obtaining Host University approval, students can follow their home university coursework online provided it meets Mobility for Studies objectives which are subject to this Agreement and agreed in the Learning Agreement for Studies (i.e. distance learning organised by the Host institution).

**1.4** Students may have to factor in a break between their online and in-person Mobility abroad, although they will have to finish the programme by 30/09/2022 and respect the minimum length as per the Programme Guide and Art. 2.6 of this Agreement. Students will be able to follow the entire Mobility online if COVID-19 restrictions continue and do not allow them to complete their Mobility abroad. Their home University recognises this, although there is no Mobility grant (Art. 5 of this Agreement) if it is exclusively online.

**1.5** The Participant declares that he/she has read and accepts the terms and conditions of this Agreement and the procedures relating to the Mobility period indicated in the "2021/2022 academic year Procedure", available in the Erasmus programme section on the University portal. Any changes or additions to the Agreement must be made in writing, with an official email sent to the student.

**1.6** The Participant declares that the maximum Mobility period covered in this Agreement does not exceed 12 months when taken during their Bachelor's or Master's courses or a 24 month single-cycle course. This total includes other Mobility periods that the student may have already carried out abroad for study or Placement/Traineeship under the Lifelong Learning Programme and/or Erasmus+, during



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the same course. Any online Mobility - including the online part of blended Mobility – is not included when calculating the maximum monthly periods for each study cycle.

## ARTICLE 2 - LENGTH

**2.1** The Agreement will come into force when both parties have signed it and it will expire when all administrative practices relating to the Mobility period have been concluded.

**2.2** The Participant must use a specific Google Form to declare their arrival at the Host Institution abroad, indicating the actual start date and expected end date of their Mobility abroad. The time of Mobility abroad declared in the Google Form is a fundamental part of this Agreement aimed at calculating the Mobility contribution which is based on information in Art. 5.

**2.3** The Mobility length and destination will be outlined in this Agreement.

**2.4** The Host Institution will recognise the first day of Mobility as Day One, whether it is Mobility abroad or blended.

**2.5** Mobility will end when the Host University recognises the student's last day as such, whether it is Mobility abroad or blended.

**2.6** Activities lasting less than two months (60 days) are not recognised. Activities that are eligible for contribution can take place between 1 June 2021 and 30 September 2022, although Mobility may be delayed due to COVID.

**2.7** The Mobility grant will be financed based on Article. 5 of this Agreement.

**2.8** Any request to extend Mobility must be submitted at least 30 days before it is due to end and must be agreed and authorised by both the Host University and the Home University. The Erasmus Mobility however, cannot exceed 12 months in total including any extensions and must end by 30 September 2022.

**2.9** Should students receive approval to continue their Mobility abroad beyond the period originally defined by this Agreement, additional financial contributions may be provided if there are sufficient funds.

**2.10** The Certificate (called the “Declaration of Mobility”) is issued by the Host Institution at the end of the study period and certifies the actual start and end dates of the student's Mobility, specifying the Mobility abroad as well as any blended Mobility, if applicable.

## ARTICLE 3 – MOBILITY REQUIREMENTS

**3.1** The Participant must have the status of a student who is enrolled at the University of Turin in order to apply for Mobility, otherwise this Agreement is not valid.

In particular, as outlined in Art 2 of the [Erasmus for Studies application a.y. 2021/2022](#):



- First year Master's Degree students can only start their Mobility once they have passed the Master's Degree entrance test interview, enrolled for a.y. 2021/2022 and have paid the first student fee instalment;
- Students applying for Mobility in years other than the first year of a Master's Degree or single-cycle Master Degree courses will have to enrol in a.y. 2021/2022 and pay the first student fee instalment before starting their Mobility and in accordance with the UniTo timetable. Students enrolled in a.y. 2020/2021 will be considered eligible if the 2021/2022 enrolments are not open before their Mobility starts. Enrolment for a.y. 2021/2022 however must be completed by paying the first student fee instalment before UniTo administrative deadlines;
- Mobility students enrolled in a.y. 2020/2021 can graduate in the extraordinary session a.y. 2020/2021 although their Mobility must be completed before graduating. If they do not graduate in a.y. 2020/2021 session, they will need to enrol in a.y. 2021/2022.

Art. 2 of this Agreement covers details concerning when Mobility can start and finish.

**3.2** Conditions in Art. 3.1 are mandatory clauses and the Agreement will be nullified and amounts already paid must be returned in the event of non-compliance.

#### ARTICLE 4 – FINAL DOCUMENTATION

**4.1** The Participant must submit all the following documents **together** to the Institution **no later than 20 days after Mobility ends**:

1. the "**Declaration of Mobility**" certifying the Mobility start and end dates, duly signed and stamped by the Host Institution at the end of the study period abroad. This document should specify the period of Mobility abroad and any blended Mobility, if necessary;
2. Copy of the latest version of the **Learning Agreement for Studies**, approved by the student's Degree Course International Office Coordinator at UniTo and the Host University, according to procedure;
3. the "**Transcript of Records**" confirms the results of the student's coursework including any internship/research for thesis issued by the Host University. It is sent directly to the Participant, but if it is not received before the student's deadline to submit it, the Participant must send a copy of the reminder email they sent the foreign university with the request for its urgent release.

**4.2** If the "Declaration of Mobility" (Art. 4.1) has not been sent before 31 October 2022, the full Mobility amount must be returned.

**4.3** The Participant must also submit the EU SURVEY Report on Mobility or similar EU assessment questionnaire online at the end of Mobility or no later than 30 days after having received the request to complete it or other relevant deadlines.

**4.4** The Participant may be asked to provide an additional Report on Mobility so that the information recognising their activities is complete.

**ARTICLE 5 - MOBILITY FUNDING**

**5.1** The Participant declares that they accept the scholarship funded by the European Union and co-funded by the Ministry of Universities and Research and the University of Turin.

The contribution comprises:

**A - Monthly grant** given to all Erasmus for Studies Mobility Participants a.y. 2021/2022 based on the destination country and corresponding to:

- Group 1 (High cost of living): €350 per month (€11.67 per day) for Mobility to Denmark, Finland, Iceland, Ireland, Lichtenstein, Luxembourg, Norway, Sweden, United Kingdom;
- Group 2 (Medium cost of living): €300 per month (€10 per day) for Mobility to Austria, Belgium, Cyprus, France, Germany, Greece, Malta, the Netherlands, Portugal, Spain;
- Group 3 (Low cost of living): €250 per month (€8.33 per day) for Mobility to Bulgaria, Croatia, Czech Republic, Estonia, Hungary, Latvia, Lithuania, north Macedonia, Poland, Romania, Serbia, Slovakia, Slovenia, Turkey.

This grant is funded by contributions from INDIRE, the National Erasmus Plus Agency, MUR (Ministry of Universities and Research) and the University of Turin.

Participants applying for Mobility in Switzerland will not receive any contribution from Part A if they receive a Mobility Grant from the Swiss Government. Host universities will define how and when Mobility grants are paid. The Institute will, however, provide a monthly contribution equal to the amount due for Group 1 countries if the Swiss Government does not provide Mobility contributions for the a.y. 2021/2022.

**B - Supplementary monthly contribution** for students with the following requirements:

**1. Specific economic requirements:**

have an ISEE 2020 below €50,000.00 in order to receive an additional financial contribution that will vary depending on their ISEE value and based on the following table/distribution:

ISEE Value	Monthly sum	Daily sum
ISEE ≤ 13.000 / equivalent to	€ 450	€ 15
13.000 < ISEE ≤ 21.000	€ 400	€ 13
21.000 < ISEE ≤ 26.000	€ 350	€ 12
26.000 < ISEE ≤ 30.000	€ 300	€ 10
30.000 < ISEE ≤ 40.000	€ 200	€ 7
40.000 < ISEE ≤ 50.000	€ 150	€ 5
ISEE > 50.000	€ 0	€ 0



The University will calculate supplementary contributions based on ISEE and/or ISEE equivalent or PPP per capita GDP for a.y. 2020/2021 based on Fees and Contributions Regulation a.y. 2020/2021 and in accordance with [Erasmus for Studies application a.y. 2021/2022](#) and [Decreto Dirigenziale di Rettifica Bando per la mobilità Erasmus per studio - Anno Accademico 2021/2022 \(Repertorio n. 752/2021, Prot n. 140997 del 02/03/2021\)](#).

In order to award the supplementary contribution covered by this Agreement, those who are in one or more of the following conditions (so-called equivalent students) are also considered as having an ISEE value of under €13,000:

- a disability of 50% or more;
- refugee status;
- subsidiary protection status;
- displaced person status;
- Italian Government grant;
- children of disabled claimants, war orphans, blind civilians, victims of accidents at work or in service and their children.

**2. At least one of the following merit requirements must be checked at the end of Mobility (on Student profile):**

- recognition of at least two university credits for every month of Mobility;
- documented work towards thesis and/or during internship leading to recognition of at least one university credit for international Mobility;
- documented PhD research and/or coursework.

If there is insufficient funding to make a contribution to all claimants (See B), students with the lowest ISEE will receive a contribution while budget is still available.

**C - EU funds** for students with **special needs** related to physical, mental or health conditions during Mobility for Studies.

Reimbursement of costs incurred for special needs, when applicable, is made once the Participant has presented relevant supporting documents. Further information will be made available from the Mobility Section and International Office once INDIRE, the National Erasmus Plus Agency has defined the conditions.

Any additional financial aid available from the student's own Department or Course Programme will be provided following their own procedures.

**D – A TOP-UP SMS contribution** of €250.00 per month could be available to Participants with less opportunities and MUR (Ministry of Universities and Research) will publish its eligibility criteria as soon as it is available.

**E - "TOP-UP Travel Green" contribution.** A special contribution to support sustainable travel in order to encourage students to use transport that emits less Co<sup>2</sup>. All Participants opting for sustainable travel will receive a contribution of €50.00 and up to a maximum of 4 days of their monthly grant (PART A) to cover the days necessary for the outward and return journeys (when applicable).



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Students will be required to justify their travel expenses and prove the actual sustainable journey and time needed to reach their destination in order to access the "TOP-UP Travel Green" contribution.

**5.2** Participants applying for Mobility in Switzerland may also have the right to access Contribution Parts B, C, D and E, if they meet requirements.

**5.3** The amount of the grant due is based on the number of certified Mobility days abroad multiplied by the daily amount according to the destination country.

**5.4** One Mobility month is counted as 30 days, regardless of its actual length. Should there be an incomplete month, financial contribution will be calculated by multiplying the number of remaining days by the daily amount due (equal to 1/30 of the monthly unit cost) after having calculated the completed months.

**5.5** The amount of the contribution will initially be based on the Mobility period that the Participant declared in the Google Form (Art. 2.2). When Mobility finishes, the amount will be recalculated based on the Mobility abroad declared on the Declaration of Mobility, (Art. 5.7). The Participant can check the number of days the contribution will be calculated over, using INDIRE, the National Erasmus Plus Agency calculator. See here:

[https://www.unito.it/sites/default/files/calcolatore\\_periodo\\_mobilita\\_erasmus.xlsx](https://www.unito.it/sites/default/files/calcolatore_periodo_mobilita_erasmus.xlsx)

The Participant should use Google Forms to declare:

- if their stay abroad was less than the scheduled number of days stated in the bilateral Agreement - and as indicated in this Agreement. In which case the amount due will be calculated by multiplying the daily amount by the number of days declared by the Participant in the Google Form;
- if their stay abroad corresponds to the scheduled number of days in the bilateral agreement - and as indicated in this Agreement - the amount due will be calculated by multiplying the daily amount by the number of days declared by the Participant in the Google Form;
- if their stay abroad went beyond the scheduled number of days in the bilateral Agreement - and as indicated in this Agreement - the amount due will be calculated by multiplying the daily amount by the number of scheduled days in the bilateral Agreement;

**5.6** The Participant will not be eligible for any contribution while doing the online activities during blended Mobility (see Art. 1.3 and 1.4 of this Agreement) in accordance with the European Commission and INDIRE, the National Erasmus Plus Agency, with Note 4/2020 of 19/06/2020 and Erasmus Programme Guide 2021/2027. The Participant will only receive the relative contribution due for the Mobility days actually carried out abroad if they did in-person activities. The Participant who does online activities at the Host country may receive the full contribution as per the Programme Guide and its National Provisions according to Note 5/2020 of 9/09/2020 of INDIRE, the National Agency Erasmus Plus.

**5.7** At the end of in-person, blended or totally online Mobility abroad, the Participant must provide proof of the actual start and end dates, certified by the Host Institution specifying the period of Mobility spent abroad and any online activities, in order to verify the actual amount due.



**5.8** The financial contribution cannot be used to cover costs similar to already reimbursed European Union funds.

**5.9** The financial contribution that the Participant receives is compatible with any other form of financing including income the Participant could receive by working while studying provided the Participant carries out and completes the activities detailed in the Learning Agreement for Studies. This is except as specified in Art. 5.8.

**5.10** The Participant must refund the financial contribution or part if they do not comply with the terms of this Agreement. The Participant must refund the amount of contribution not due but already paid, if they reduce the period of Mobility abroad by more than 5 days compared to the Mobility scheduled in the Google Form. However, if the Participant was not able to complete their Mobility for reasons beyond their control in compliance with this Agreement and the minimum of 60 days abroad, the contribution corresponding to Mobility actually carried out may be granted. They will have to outline their reasons in a report and send it to their Institution which must then be accepted by INDIRE, the National Erasmus Plus Agency.

## ARTICLE 6 - PAYMENT METHODS

**6.1** In response to COVID-19, contribution is now regulated like this:

**First payment** comprises:

- **100% of the monthly Erasmus grant (see Art. 5.1 – Part A)** according to Art. 5.5 of this Agreement based on when the Participant submitted their Google Form (Art 2.2) and when they started their Mobility abroad at the Host Institution. Payment will take place around the 25th day of the month if the student had previously submitted their Google Form and started their Mobility abroad at the Host Institution before the first working day of the same month. If students submit their Google Form and start their Mobility abroad at the Host Institution from the second working day onwards, payment will take place from the 25th of the following month.
- **70% of supplementary contributions based on economic requirements (see Art. 5.1 – Part B)** eligible under Art. 5.5 of this Agreement and based on when the Participant submitted the Google Form (Art. 5.5) and declared to have started their Mobility abroad at the Host Institution. Payment will take place around the 25th day of the month if the student had previously submitted their Google Form and started their Mobility abroad at the Host Institution before the first working day of the same month. If students submit their Google Form and start their Mobility abroad at the Host Institution from the second working day onwards, payment will take place from the 25th of the following month.

This timing does not apply to the months of August, December or January when payment is always made the following month. In view of the launch of the new Erasmus 2021-2027 Programme from 1 September 2021, payments will be made **from October 2021**.





If Mobility requirements set out in Article 3 of this Agreement are not met at the time of payment, the first payment of the grant could be suspended until the position has been cleared.

**Any balance** will be paid at the end of the recognition procedure and may consist of the following:

- 30% of supplementary contributions based on economic requirements (Art. 5.1 – Part B), if due;
- 100% of TOP-UP SMS contribution if due;
- 100% of TOP-UP "Travel Green" contribution, if due and only after documents have been presented supporting the student's actual "sustainable travel".

Should there be any outstanding balance, the Institution will check the actual period of Mobility abroad following the Declaration of Mobility. The Institution will also check the number of university credits recorded during the student's Mobility abroad or blended coursework compared to the number of months of overall mobility (abroad or blended) rounded down. It will then calculate the amount due which could be a credit or debit based on the number of recognised university credits and actual period of Mobility abroad.

**6.2** Payments will be made by transfer to the Participant's IBAN code at their Italian/European bank account indicated when the Participant accepts this Agreement. Should the Participant have a European, but not Italian bank account, they should send their BIC/SWIFT code to the [internationalexchange@unito.it](mailto:internationalexchange@unito.it) as soon as possible. They should also notify the same email address [internationalexchange@unito.it](mailto:internationalexchange@unito.it) of any changes to their IBAN code before completing all paperwork under this Agreement.

## ARTICLE 7 – RETURNING THE GRANT AND PENALTIES

**7.1** Mobility must last at least two months (60 days), otherwise the Participant will have to return the full amount (except when applying the *Force Majeure* clause as approved by INDIRE, the National Erasmus Plus Agency in emergencies and based on Article 5.10 of this Agreement).

**7.2** The Participant who decides to come home before the end of their Mobility with finance based on this Agreement will have to return the surplus amount, calculated and based on Art. 5.10.

**7.3** The Participant must return the full grant received (Parts A and B, if eligible) in the following cases and according to the Institution's procedures:

- Withdrawing from Mobility;
- Returning from Mobility early or before 60 days (unless *Force Majeure* clause applied approved by INDIRE the National Erasmus Plus Agency in emergencies);
- Cancellation of this Agreement;
- Failure to deliver the "Declaration of Mobility" by 31 October 2022;
- Failure to comply with the requirements in Art. 3 of this Agreement.

**7.4** The Participant will have to return all the supplementary contributions (Part B of the grant) in accordance with Institution procedures in the following cases:



- At least two credits per month for Mobility fail to be recognised;
- Credits for thesis and/or internship (excluding Mobility for PhDs) fail to be recognised;
- Any delays that are attributable to the Participant in delivering the complete documentation within the deadlines (Art. 4 of this Agreement) may result in them losing their right to previously granted monies.

**7.5** The Participant must return part of the grant received (Parts A + B, if entitled) in accordance with the Institution procedures in the following cases:

- Funded Mobility days not used for contributions relating to Parts A and B;
- Non-compliance with the obligations under this Agreement.

**7.6** The Institute will determine the amount, timing and method should the monies need to be returned.

**7.7** The Participant must return the amount requested within the timeframe set by the Institution or the student's profile will be frozen as outlined in University Fees and Contributions Rules.

## ARTICLE 8 – INSURANCE COVERAGE

**8.1** The Participant is covered throughout their Mobility (including any authorised extension) for activities included and authorised by this Agreement with civil liability insurance to third parties, as well as accident coverage based on contracts between the University and insurance companies. More information is available at: [www.unito.it](http://www.unito.it) *University and Work - Support, safety and health – Insurance*.

**8.2.** Before starting Mobility, the University will give the Participant a copy of the insurance coverage it provides for their Mobility period. The Host Institution could also provide additional obligations in terms of insurance coverage.

**8.3** The Participant is required to find out about health insurance requirements in the host country. Should the student's Mobility be in an EU Member State, Iceland, Liechtenstein, Norway or Switzerland, basic health insurance coverage is usually provided by the National Health Service via the European Health Insurance Card (EHIC). However, European Health Insurance Card coverage may not be sufficient, especially in the case of repatriation or specific medical conditions, so private supplementary insurance is recommended for those going to these countries.

**8.4** Non-EU participants will have to take out a private health insurance policy, even if they have EHICs, as they do not have similar health coverage outside Italy.

**8.5** Students are required to find out about the host country's health insurance requirements, should their Mobility destination not be included in the countries mentioned in Article 8.3. They should take out adequate private insurance coverage that has the minimum requirements for staying in the country, as stipulated by local authorities, so students should request further information from the Host Institution.



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**8.6** Students must also check conditions concerning COVID-19, should they take out a private insurance policy.

## **ARTICLE 9 – ONLINE LANGUAGE SUPPORT**

**9.1** This Article only applies to Participants who have received their credentials and can sign in to the Online Language Support (OLS) portal or similar European Commission issued Language Support device.

**9.2** Participants must check their language skills online (See Art. 9.1), before and after Mobility in one of the destination country's study/coursework languages. Unless they are native speakers, they will have to take the initial test in one of the following languages: Bulgarian, Estonian, Czech, Croatian, Danish, Finnish, French, Greek, English, Irish, Latvian, Lithuanian, Dutch, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish, Swedish, German or Hungarian. The University will provide further information just as soon as the European Commission and INDIRE, National Erasmus Plus Agency make it available.

The Erasmus+ Programme requires Participants to complete the online assessment before starting their Mobility whether it is abroad or blended, except in justified cases.

The Participant should inform the Institution immediately if they are unable to take the online assessment.

**9.3** Participants may be assigned an online language course for Mobility (See Art 9.1) if there are sufficient licenses available. If they reach a B2 level or higher at the end of the test, they can apply for the online course license for the destination country's language, if available, and not for the language they will be studying in. If they receive the license, Participants must take the OLS language course and commit to completing it or inform the Institution immediately should they be unable to take it.

**9.4** Payment of the last instalment of the financial contribution may depend on Participants completing the mandatory check online (See Art. 9.1) at the end of Mobility.

## **ARTICLE 10 - ACADEMIC RECOGNITION**

**10.1** The Institution guarantees that academic activities carried out during Mobility will be recognised in accordance with its Guidelines, available on the University portal [www.unito.it](http://www.unito.it) at: *Home - International – Studying and working abroad - Erasmus+ - Erasmus for studies - UniTo Student Guidelines (outgoing)*.

**10.2** The Institution and Participant agree a clearly defined programme before the Participant goes abroad (Learning Agreement for Studies).

**10.3** In order to draft the Learning Agreement for Studies and by accepting this Agreement, the Participant declares to have seen any study constraints relating to international Mobility published by their University department.



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**10.4** The Host Institution must issue the Participant with the Transcript of Records and/or any certificate of internship/research for thesis at the end of Mobility.

**10.5** The Institution will check that the Participant has complied with the conditions set out in this Agreement and that all procedures related to their Mobility have been completed. It will then ensure that the Participant has full academic recognition of the studies carried out at the Host Institution. Recognition can only be refused if the Participant has not reached the level required by the Host Institution or not met the conditions imposed by partner institutions.

**10.6** The Participant will not be able to graduate before they have completed their study abroad and received recognition for their studies there.

## **ARTICLE 11 - CHANGES TO THIS AGREEMENT**

**11.1** The Institution may make changes to this Agreement in accordance with any update to Erasmus+ Programme rules or indication of any emergency situations, such as COVID-19 concerning Mobility for a.y. 2021/22.

**11.2** Any changes must be communicated in writing by updating the Outgoing Student Procedure. Parties are not bound by verbal agreements.

## **ARTICLE 12 – APPLICABLE LAW AND COURT**

**12.1** This Agreement has been drawn up under Italian law.

**12.2** The court responsible under applicable national legislation will have exclusive jurisdiction for any disputes that arise between the Institution and the Participant regarding the interpretation, application or validity of this Agreement, where it is not possible to reach an amicable understanding.

# **ANNEX I - GENERAL CONDITIONS**

## **ARTICLE 1 – RESPONSIBILITY**

Each party in this Agreement will exempt the other from any liability for damages they or staff suffer as a result of this Agreement being implemented, provided that such damages are not the result of serious or deliberate misconduct by the other party or their staff. The Italian National Agency, European Commission or their staff are not liable for complaints about the contents of the Agreement or damage caused during Mobility. Consequently, the Italian National Agency or European Commission cannot comply with any claim for damages or compensation.

## **ARTICLE 2 – TERMINATION OF THE CONTRACT**



If the Participant is unable to fulfil their obligations under the Agreement (without considering the consequences of applicable law), the Institution is legally entitled to terminate or cancel the Agreement without further legal formalities, should the Participant not take any action within one month of having received notice.

If the Participant pulls out of the Agreement before the terms expire or if they do not fulfil their obligations, they will have to return the amount already paid (See Art. 5). Should the Participant terminate the Agreement for reasons of *force majeure*, ie an unpredictable cause or event that the Participant cannot control and which is not attributable to their error or negligence, they may receive the amount corresponding to the actual duration of Mobility. In this case, the Participant must send a report to their own Institution which must also be accepted by INDIRE, the National Erasmus+ Agency. Unused sums must be returned to the Participant's own Institution.

### ARTICLE 3 – DATA PROTECTION

The University of Turin applies EU Regulation 2016/679 provisions in accordance with the information attached to the Erasmus Call a.y. 2021/2022.

### ARTICLE 4 – AUDITS AND ACCOUNTING REVIEWS

The Agreement parties are committed to providing all the information requested by the European Commission, the Italian National Agency or any other body authorised by the European Commission or Italian National Agency in order to check that the Mobility and Agreement conditions have been properly implemented.

## ANNEX II – PROVISIONS REGARDING COVID-19

**Art. 1** – The Participant declares having seen the document [“Guidelines for international student Mobility a.y. 2021/2022”](#) published on the University portal [www.unito.it](http://www.unito.it) at: *Home - University – Specials - Coronavirus: updates for the UniTo Community - International Mobility* and is aware of University guidelines concerning international Mobility for a.y. 2021/2022.

**Art. 2** – The Participant declares having seen the document [“Fact Sheet for outgoing UniTo students”](#) published on the University portal [www.unito.it](http://www.unito.it) at: *Home - International – Studying and working abroad - Erasmus+ - Erasmus for studies - UniTo Student Guidelines (outgoing) - Guidelines a.y. 2021-2022.*

**Art. 3** – The Participant states that UniTo has informed them about the risks associated with international Mobility and undertakes to complete the training course [“COVID-19 Information and guidance for outgoing students”](#) before going abroad. This training course is available on the University portal [www.unito.it](http://www.unito.it): *Home - International - Studying and working abroad - Erasmus+ - Erasmus for studies - UniTo Student Guidelines (outgoing) - Guidelines a.y. 2021-2022.*

**Art. 4** - The Participant is aware that Mobility is still subject to the Partner Institution accepting and that acceptance conditions may change as the COVID-19 situation evolves.



**Art. 5** – The Participant commits to staying up-to-date and observing the rules for preventing and managing the COVID-19 situation and, in particular, to having seen and accepted the conditions in force in the destination country for those arriving from Italy (or the current country of residence) and for those who return to Italy from the host country eg quarantine, restrictions, etc.

**Art. 6** - The Participant undertakes to follow the Partner Institution’s provisions carefully, including those concerning COVID-19 containment measures, to having seen and accepted the University/Destination Authority’s conditions regarding services and facilities, including online learning, possible lack of access to basic services such as university accommodation and canteens and any obligation to take out supplementary insurance coverage, etc.

**Art. 7** - The Participant is aware of the inconvenience and risks, beyond the health risks that can arise due to COVID-19, for example: quarantine, transport, accommodation, restrictions to accessing University/Host Institution facilities, possible need for a visa if requested by the destination country.

**Art. 8** - Should the Participant have private insurance, they formally commit to checking the conditions concerning COVID-19.

**Art. 9** - The Participant relieves the University of Turin of any liability related to costs incurred for circumstances listed above or any unforeseen events resulting in the interruption/cancellation of mobility for COVID-19 related reasons. They are also aware that there will be no reimbursement for costs incurred as a result of health measures imposed by Italian or destination countries’ ministries and/or transport carriers even without warning (airlines, railways, urban and non-urban public transport).

## ACCEPTANCE

The Participant is understood to have accepted this Agreement once they have clicked on the "ACCEPT" button. The Participant will then receive the draft summary of the Agreement in pdf format at their University email address. The final copy of the Agreement will be sent to the Participant's email address when the Institution accepts the Agreement.