

**SMP- Student PLACEMENT AGREEMENT  
(mandatory minimum terms)**

*This agreement should be signed first by the student and then by the legal representative of the Institute (from an authorized signature). Alternatively it can be concluded together with the presence of both parties.*

**PLACEMENT AGREEMENT  
Under the Lifelong Learning Programme**

**AGREEMENT N. 2010-1-IT2-ERA04-14772**  
(to be quoted in all correspondence)

IMT Alti Studi Lucca  
Piazza S. Ponziano, 6 55100 Lucca

called hereafter "**the institution**", represented for the purposes of signature of this agreement by

Fabio PAMMOLLI, Director

of the one part, and

\_\_\_\_\_ (Mr/Mrs name and forename)  
\_\_\_\_\_ (Tax code)  
\_\_\_\_\_ (official address in full)  
\_\_\_\_\_ (e-mail address)

called hereafter "**the beneficiary**" of the other part,

HAVE AGREED

the **Conditions** and **Annexes** below:

**Annex I**            **General Conditions**  
**Annex II**        **Erasmus Student Charter**  
**Annex III**       **Final report form**  
**Annex IV**       **Training Agreement and Quality Commitment for Erasmus student placements**  
**Annex V**        **Provision "Provvedimento del Direttore della Divisione Formazione Universitaria e alla Ricerca della Scuola Superiore Sant'Anna n. 361 dell'8 novembre 2010"**

which form an integral part of this agreement ("the agreement").

## CONDITIONS

### ARTICLE 1 – PURPOSE OF THE GRANT

1.1 The institution will provide Community financial support to the beneficiary for undertaking a Placement under the Erasmus programme of the Lifelong Learning Programme.

1.2 The beneficiary accepts the grant and undertakes to carry out the Placement as described in Annex I, acting on his/her own responsibility.

1.3 The beneficiary hereby declares to have taken note of and accepted the terms and conditions set out in the present agreement. Any amendment or supplement to the agreement shall be done in writing.

### ARTICLE 2 - DURATION

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

2.2 The Placement [ ] shall start at the earliest [ ] has started on (*please, check the correct option*): \_\_\_/\_\_\_/\_\_\_ and shall end on \_\_\_/\_\_\_/\_\_\_ at the latest.

Total months \_\_\_\_\_ Name of the enterprise \_\_\_\_\_

Erasmus code (if applicable) \_\_\_\_\_ Country \_\_\_\_\_

**Activities of less than three months, corresponding to an academic quarter, are not eligible.** The activities eligible for assistance may be conducted during the period **June 1, 2010 - September 30, 2011**. Exceptionally, the activities that begin before June 1, 2011 may continue until October 31, 2011.

2.3 Activities that have begun prior to the date of the selection procedure require a specific approval. The selection procedure taking place on October 15, 2010 has identified those activities that meet the requirements of the Erasmus Consortia Placement Program 2010-2011; under the provision "Provvedimento del Direttore della Divisione Formazione Universitaria e alla Ricerca della Scuola Superiore Sant'Anna n. 361, 8 novembre 2010" (Annex V) funding has been granted for the cases listed in said provision.

### ARTICLE 3 - FINANCING THE PLACEMENT

3.1 The Community grant to co-finance the Placement has a maximum amount of EUR \_\_\_\_\_ The final amount of the grant shall be determined by multiplying the actual duration of the Placement in months by a rate of EUR **500,00** per month.

3.2 The Beneficiary must provide proof of the actual dates of start and end of the mobility (the certificate of the host with the dates of beginning and end of the mobility and the name of the student).

### ARTICLE 4 – PAYMENT ARRANGEMENTS AND SUBMISSION OF FINAL DOCUMENTS

4.1 Within 45 days of the date of entry into force of the agreement, a financing payment of EUR \_\_\_\_\_ shall be made to the beneficiary, representing 80% of the maximum grant amount.

4.2 No later than 30 days after the placement, the beneficiary shall submit the following documents:

- **Final report form** (see Annex III);
- The **certificate** issued by the host enterprise at the end of the training period abroad, duly signed, stating that both the dates and the placement period abroad is done effectively carrying out the agreed program;
- A note with the results (**Transcript of Work**).

The Institute may require the beneficiary to submit the individual reports by e-mail at the following address: **mobility@imtlucca.it** (indicate email address).

The final documentation will be considered the request of the Beneficiary for the payment of any balance. The Institute shall have 45 days from the approval of the final documentation to make the balance payment or to issue a recovery order in case a reimbursement is due.

**ARTICLE 5 – PAYMENT**

Payments will be made as follows:

Bank Transfer (*please indicate the same bank account that you previously communicated to IMT*):  
Bank Name \_\_\_\_\_ Office \_\_\_\_\_  
IBAN \_\_\_\_\_

**ARTICLE 6 – LAW APPLICABLE AND COMPETENT COURT**

The grant is governed by the terms of the agreement, the Community rules applicable and, on a subsidiary basis, by the Italian law relating to grants. The beneficiary may bring legal proceedings regarding decisions by the institution concerning the application of the provisions of the agreement and the arrangements for implementing it before the competent Court in accordance with the applicable national law.

**ARTICLE 7 - ACADEMIC RECOGNITION**

The Institute agrees with the Beneficiary a work program clearly defined **before** his/her leaving (**Training Agreement**). The beneficiary must be informed in writing about the content of the program. At the end of the period of placement, the host enterprise must issue a **certificate** to the beneficiary, duly signed, stating that both the dates and the placement period abroad is done effectively carrying out the agreed program; as well as a note with the results achieved (**Ital**).

The Institute will provide the Beneficiary the full academic recognition of the placement as part of their course of study.

The recognition may be refused only if the beneficiary has not reached the level required or he/she has not met the conditions imposed by the host enterprise.

The total or partial failure to achieve the work program can justify a claim or part of the grant. The clause does not apply toward the beneficiary who has been unable to complete his/her work program due to force majeure or extenuating circumstances certified by the ERASMUS coordinator and approved in writing by NA.

**ARTICLE 8- EXCLUSION OF FUNDING PROVIDED BY OTHER SOURCES**

The Beneficiary will ensure that the same items is financed from a single source so that the mobility grants is not used to cover the same items of expenses already covered by other programs / activities funded by the European Commission such as, for example, LEONARDO DA VINCI the Seventh Framework Program for RTD or Erasmus Mundus).

**ARTICLE 9 - AMENDMENTS TO THIS AGREEMENT**

Any changes to this Agreement or the Annex must be in writing in the form of bilateral Amendment. The parties are not bound by verbal agreements.

**the beneficiary**

**For the institution**

[name / forename]

[name / forename / function]

\_\_\_\_\_

\_\_\_\_\_

[signature]

[signature]

\_\_\_\_\_

\_\_\_\_\_

Done at [place], [date]

Done at [place], [date]

\_\_\_\_\_

\_\_\_\_\_

## Annex I

### 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 Italian National Agency, 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 placement. Consequently, the Italian National Agency 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 beneficiary 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 beneficiary within one month of receiving notification by registered letter.

If the beneficiary terminates the agreement before its agreement ends or if he/she fails to follow the agreement in accordance with the rules, he/she will have to refund the amount of the grant already paid.

In case of termination by the beneficiary due to "force majeure", i.e. an unforeseeable exceptional situation or event beyond the beneficiary's control and not attributable to error or negligence on his/her part, the beneficiary will be entitled to receive the amount of the grant corresponding to the actual time of the placement. Any remaining funds will have to be refunded.

#### Article 3: Data Protection

All personal data contained in the agreement shall be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the 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. Such data shall be processed solely in connection with the implementation and follow-up of the agreement by the sending 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 Community legislation (Court of Auditors or European Antifraud Office (OLAF)).

The beneficiary 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 sending institution and/or the National Agency. The participant may lodge a complaint against the processing of his personal data with the [national supervising body for data protection] with regard to the use of these data by the sending institution, the National Agency, or 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 Italian National Agency or by any other outside body authorised by the European Commission or the National Agency of **Italy** to check that the Placement and the provisions of the agreement are being properly implemented.