

ANNEX 5.a

SPECIMEN STANDARD CONTRACT

PLACEMENT

LEONARDO DA VINCI - MINIMUM REQUIREMENTS¹

¹ The Promoter may add further requirements to those contained in this standard agreement, respecting the convention signed with the NA for the implementation of the placement or exchange project.

LEONARDO DA VINCI - STANDARD CONTRACT

This Agreement, drawn up for the Communities' Leonardo da Vinci programme (Council Decision 1999/382/EC of 26/04/1999, Official Journal L 99/146/CE of 11/06/1999), governs the relationship between:

.....
registered office: University of Rome "Tor Vergata" – International Relations Office
represented by: Mrs. Marina Tesauero, Head of Office
hereinafter referred to as «the Promoter»¹

and/or

.....
registered office:
represented by:
hereinafter referred to as «the sending organisation»¹

and/or

.....
registered office:
represented by:
hereinafter referred to as «the intermediary organisation»¹

and/or

.....
registered office:
represented by:
hereinafter referred to as «the host organisation»

and/or

.....
hereinafter referred to as «the beneficiary».

It has been agreed as follows:

Article 1: Object

Acting in accordance with Council Decision 1999/382/EC of 26/04/1999 OJ L 99/146/EC OF 11/06/1999 establishing the second phase of the Leonardo da Vinci programme, the "Promoter", the "sending organisation", the "intermediary organisation", the "host organisation" and the "final beneficiary" undertake to carry out the placement(s)/exchange(s) referred to in this Agreement, which falls under Agreement No I/04/A/PL/154241-SU signed between the Promoter and the Leonardo da Vinci National Agency for the UNIROMATRaining 3 placement/exchange project.

This Agreement, which all parties declare they have read and approved, governs the relationship between the parties and defines the rights and obligations associated with their participation in the above placement/exchange programme.

Details of the framework for implementation of the placement/exchange programme are given in the agreement signed between the Leonardo da Vinci National Agency and the Promoter.

Article 2: Duration

The placement starts on/...../2004 and ends on/...../2004; the duration is 24 weeks. This Agreement covers the above-mentioned period.

Article 3: Obligations of the Promoter and the sending organisation

The Promoter and the sending organisation undertake to:

- Collect all necessary information to ensure that the placement participants and conditions meet the eligibility criteria under the Leonardo da Vinci programme programme;
- take the measures necessary for the preparation, implementation and efficient operation of the placement referred to in this Agreement, in accordance with the provisions of the agreement signed between the Leonardo da Vinci National Agency and the Promoter;
- ensure the valorisation of the competences acquired during the placement in cooperation with the host organisation, on the basis of jointly defined criteria;
- ensure that all measures have been taken to cover the beneficiary for adequate social security during the placement governed by this agreement.
- ensure that all measures have been taken to grant a personal insurance to the beneficiary (including assistance) and, if necessary, finance this insurance/assistance cover during the placement governed by this agreement.
- assist the beneficiary to fulfil the administrative formalities required to enter and stay in the host country.

Article 3bis: Obligations of the intermediary organisation (if applicable)

Should the Promoter and/or the sending organisation decide to subcontract an intermediary organisation, this organisation undertakes to provide all tasks envisaged (contacts with companies, organisation of the stay: accommodation and/or subsistence) strictly respecting the objectives and programme of the project as well as of the Leonardo da Vinci programme. Particular attention shall be paid to the choice of hosting organisations and to the information provided, so that the objectives of the placement are clearly understood. The accommodation arrangements chosen shall also guarantee optimal integration of the beneficiary in the host country.

In due time, the intermediary organisation shall also provide the Promoter/the sending organisation with the full names and addresses of the selected companies in order to facilitate the direct contact necessary for the implementation of the definitive programme.

Article 4: Obligations of the host organisation

The host organisation undertakes to:

- take the measures necessary for preparation, implementation and efficient operation of the placement referred to in this Agreement, in accordance with the terms and objectives of the placement programme described in the agreement signed between the Leonardo da Vinci National Agency and the Promoter;
- ensure that real use is made of the beneficiaries' knowledge and skills and that they are given tasks and responsibilities commensurate with their qualifications and experience, under the supervision of the designated mentor;
- provide, if possible, beneficiaries with logistical support;
- cooperate, if necessary, with the person in charge of monitoring the placement in the sending organisation;
- ensure that all measures have been taken to cover the beneficiary for any accident risk associated with the actual implementation of the placement governed by this Agreement.

Article 5: Obligations of the beneficiary

The final beneficiary undertakes to:

- respect the discipline imposed by the host organisation, its working hours, the rules in force and any legal provisions on professional confidentiality. In the event of non-compliance with the above requirements, the person responsible in the host organisation reserves the right to terminate the traineeship after having informed all the contracting parties by registered post with proof of receipt;
- inform the Promoter in advance and as quickly as possible if he/she withdraws from the placement before it has started or if the duration of the traineeship is reduced by either the beneficiary or the sending or host organisation.

Article 6: Programme of the placement

Details of the programme of the placement governed by this Agreement are given in annex to this Agreement.

Article 7: Financing

For the placement governed by this Agreement, the partnership undertakes to finance mobility expenditure in accordance with the financing rules established by the Leonardo da Vinci National Agency.

Article 8: Leonardo da Vinci financial contribution

The Leonardo da Vinci financial contribution received by the beneficiary for the placement governed by this Agreement will be a total amount of € 3725, broken down into:

- € up to 300 travelling expenses;
- € 3425 subsistence allowance;
- Insurance/assistance: POLIZZA NUMERO.....

If applicable: A supplementary Leonardo da Vinci contribution of a total amount of €..... is also payable to cover the following specific assistance[specify] for the following disability[specify].

If the actual duration of the placement is less than that specified in Article 2, the Promoter is entitled to require the whole of the Leonardo da Vinci contribution to be refunded.

Article 9: Payments

The Promoter undertakes to pay to the beneficiary the Leonardo da Vinci contribution of an amount of € 3725 for the placement governed by this Agreement, as follows:

- payment in full of the Leonardo da Vinci contribution for travel expenses before the placement begins;
- payment in full of the Leonardo da Vinci contribution for insurance costs before the placement begins;
- payment of a small proportion, representing € 2000, of the Leonardo da Vinci contribution for subsistence costs before the placement begins. The remainder will be paid in the following instalments: a final payment.

Irrespective of the above instalments, the Promoter undertakes to pay the beneficiary the balance of the Leonardo da Vinci contribution for subsistence costs as soon as the beneficiary has submitted all the documents (supporting documents and reports) relating to the traineeship.

(Under the assumption that some of the costs will be taken over directly by the sending or the host institution or, if applicable, by the intermediary organisation, (travel, insurance, accommodation, subsistence...), it is advisable to:

- add a paragraph explaining the details of these costs and their amounts

Given that the student is covered by the Insurance of his/her University (see Insurance contract details indicated above, Article 8), the Sending institutions will take in charge the cost of insurance. The € 75 indicated above will be re-allocated to the "subsistence allowance", following the authorization of the Leonardo da Vinci National Agency.

In case the Student decides to develop an internship in a country which is not part of the 25 European Union members, he will not be covered by the medical insurance and will be asked to stipulate a private insurance. In that case, the above-mentioned 75 € must be considered as the contribution of the University to the private health insurance.

- indicate the remaining amount to be paid directly to the beneficiary and the modality of this payment.

Article 10: Other sources of financing

The other sources of financing (own funds, other Community programmes, etc.) received by the beneficiary for the placement/exchange governed by this Agreement are set at a total of €....., broken down as follows:

- €..... for travel expenses
- €..... for the subsistence allowance
- €..... for insurance/assistance costs.

Article 11: Bank account

The Leonardo da Vinci contribution shall be paid into the bank account indicated by the beneficiary as follows:

Article 12: Reports

The beneficiary shall draw up a report on the traineeship and send it to the sending organisation within one month of the end of the placement/exchange.

The information given in the report shall include the duration of the placement and the tasks performed by the beneficiary.

The beneficiary shall also send the Promoter original travel tickets and original documentary evidence of any insurance/assistance cover.

If these reports and receipts are not submitted in the form and within the time laid down, the Promoter reserves the right to apply financial penalties to the beneficiary.

Article 13: Monitoring and checks

The beneficiary, the host organisation and the sending organisation (and if applicable the intermediary organisation) shall supply the Promoter immediately with any information he/she may require about the execution of placement governed by this Agreement.

The beneficiary, host organisation and sending organisation (and if applicable the intermediary organisation) shall keep available for the Promoter any documents which demonstrate that the placement programme is being carried out, or has been completed, in accordance with the terms of the agreement signed between the Leonardo da Vinci National Agency and the Promoter.

The parties of this present contract undertake to allow staff of the National Agency, the European Commission and the Court of Auditors of the European Communities, and persons authorised by them, appropriate access to the sites or premises where the project is being carried out and to all documents relating to the technical and financial management of the project. Access by persons authorised by the National Agency, the European Commission or the Court of Auditors of the European Communities may be subject to confidentiality arrangements to be agreed between the National Agency, the European Commission or the Court of Auditors of the European Communities and the parties of this present contract.

Article 14: Liability

Each contracting party 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 Promoter shall indemnify the Leonardo da Vinci National Agency, the European Commission and their staff against any legal action to recover damages sustained by third parties, including project 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 Leonardo da Vinci National Agency, the European Commission or their staff.

Article 15: Termination of the Agreement

In the event of failure by one of the contracting parties to perform any of the obligations arising from this Agreement, and regardless of the consequences provided for under the applicable law, the Promoter is legally entitled to terminate or cancel this Agreement without any further legal formality where no action is taken by the parties within one month of receiving notification by registered letter.

The Promoter must inform the Leonardo da Vinci National Agency immediately of any event likely to have an adverse affect on the performance of this Agreement, and provide all necessary details.

Article 16: Jurisdiction clause

Where no amicable agreement can be reached, the courts of (*registered office of the Promoter*) shall have sole jurisdiction in any disputes between the contracting parties concerning this Agreement.

The law applicable to this Agreement is the law of the Promoter's country.

Article 17: Amendments or additions to the Agreement

Amendments to this Agreement may be made only by codicil signed on behalf of each of the parties by the signatories to this Agreement.

Annex: Programme of the placement

A programme of the placement governed by this Agreement is annexed and forms an integral part of the Agreement.

Done at: in (quadruplicate)

For the Promoter

Name, position: University of Rome "Tor Vergata" – International Relations Office
Signature: Mrs Marina Tesauro, Head of Office

For the sending organisation

Name, position :
Signature

For the intermediary organisation

Name, position :
Signature

For the host organisation

Name, position :
Signature

The beneficiary

Name
Signature

ANNEX: PROGRAMME OF THE PLACEMENT

- 1. Reminder of the objectives of the placement**
- 2. Detailed programme**
- 3. Definition of the tasks of the beneficiary**
- 4. Designation of a mentor**
- 5. Modalities for the monitoring**
- 6. Modalities for evaluation and validation**