

**NEL CASO DI NON UTILIZZO DI ECVET**

**ERASMUS + LEARNING AGREEMENT**

**I. DETAILS ON THE PARTICIPANT**

Name of the participant:
Field of vocational education:
Sending institution (name, address):
Contact person (name, function, e-mail, tel):

**II. DETAILS OF THE PROPOSED TRAINING PROGRAMME ABROAD**

Receiving organisation (name address):
Contact Person (name, function, e-mail, tel):

Planned dates of start and end of the placement period:
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<b>Knowledge, skills and competence to be acquired:</b>
<b>Detailed programme of the training period:</b>
<b>Tasks of the trainee:</b>
<b>Monitoring and Mentoring of the participant:</b>
<b>Evaluation and Validation of the training placement:</b>

**III. COMMITMENT OF THE PARTIES INVOLVED**

**By signing this document, the participant, the sending institution and the receiving organisation (and the intermediary organisation if applicable)\* confirm that they will abide by the principles of the Quality Commitment for VET Mobility projects attached below.**

*\*please add a box below for the signature of the intermediary organisation – if applicable*

**THE PARTICIPANT**

Participant's signature

..... Date:  
.....

**THE SENDING INSTITUTION**

We confirm that this proposed training programme agreement is approved.

On completion of the training programme the institution will issue .....[...a Europass Mobility, *other form of validation/recognition...*] to the participant

Coordinator's signature

..... Date: .....  
.....

**THE RECEIVING ORGANISATION**

We confirm that this proposed training programme is approved.

On completion of the training programme the organisation will issue [...a *Certificate* ...] to the participant

Coordinator's signature

..... Date: .....  
.....

## CONDIZIONI GENERALI

### **Articolo 1: Responsabilità**

Ciascuna parte contraente esonera l'altra da ogni responsabilità civile per danni subiti da lui o dal proprio personale come risultato dell'esecuzione di questo contratto, purché i danni non siano il risultato di una grave ed intenzionale cattiva condotta.

L'Agenzia nazionale, la Commissione Europea e il suo personale non saranno ritenuti responsabili in caso di reclami relativi a danni causati durante la realizzazione della mobilità. Conseguentemente l'Agenzia nazionale o la Commissione europea non prenderanno in considerazione alcuna richiesta di risarcimento danni.

### **Articolo 2: Recesso e risoluzione del contratto**

In caso di inadempimento contrattuale del Partecipante, senza considerare le conseguenze derivanti dall'applicazione della legislazione, l'Organismo è legalmente autorizzato a porre fine al contratto senza ulteriori formalità se il partecipante non pone in essere provvedimenti entro un mese dal ricevimento della lettera raccomandata.

Se il partecipante recede anticipatamente dal contratto per cause non imputabili a *forza maggiore* o nel caso in cui non rispetti le disposizioni del contratto, dovrà restituire l'ammontare del finanziamento già versato, salvo diversamente concordato con l'Organismo.

Diversamente, in caso di risoluzione del contratto da parte del Partecipante per cause di forza maggiore, (una situazione imprevedibile ed eccezionale fuori dal suo controllo e non attribuibile ad errore o a sua negligenza), questi riceverà l'ammontare del finanziamento calcolato proporzionalmente alla durata della sua permanenza all'estero, sulla base di quanto indicato nell'Articolo 2.2. Ogni rimanente somma dovrà essere restituita, salvo accordi differenti stipulati con l'Organismo.

### **Articolo 3: Trattamento dei dati**

I dati personali presenti nel contratto saranno trattati in accordo con il Regolamento (EC) n° 45/2001 del Parlamento europeo e del Consiglio in materia di protezione degli individui con riguardo al trattamento dei dati personali da parte degli organismi comunitari e al libero trasferimento dei dati. I dati saranno divulgati solo per attività inerenti l'implementazione e il follow-up del contratto da parte dell'organismo di invio, dell'Agenzia nazionale e della Commissione europea, senza recare pregiudizio alla possibilità di passare i dati agli organismi responsabili delle ispezioni e degli audit in accordo con la legislazione comunitaria (Corte dei Conti o Ufficio Europeo Antifrode).

Il partecipante può, con richiesta scritta, avere accesso ai suoi dati personali e procedere alla correzione delle informazioni inesatte o incomplete. Il partecipante può richiedere ogni tipo di informazione riguardo al trattamento dei suoi dati personali. Il partecipante può presentare un reclamo a al Garante per la protezione dei dati sensibili operante ai sensi del Decreto legislativo n. 196/2003, in merito al trattamento dei suoi dati da parte dell'organismo di invio e/o dell'Agenzia nazionale o al garante europeo per la privacy in relazione all'uso dei dati da parte della Commissione europea.

### **Articolo 4: Controlli e Audit**

Le parti contraenti si impegnano a fornire ogni informazione richiesta dalla Commissione europea, dall'Agenzia nazionale o da qualsiasi altro organismo da esse autorizzato con lo scopo di verificare il buon andamento del periodo di mobilità in ottemperanza alle disposizioni del contratto.

Il partecipante si rende, altresì, disponibile a prendere parte alle azioni di monitoraggio e di valutazione promosse dall'Agenzia nazionale nei 24 mesi successivi alla data di chiusura delle attività progettuali e, nei limiti delle sue possibilità, a comunicare all'organismo l'eventuale variazione della sua residenza.

## **ERASMUS + VET MOBILITY QUALITY COMMITMENT**

### **Obligations of the Sending Organization**

- **Choose** the appropriate target countries and host country partners, project durations and placement content to achieve the desired learning objectives.
- **Select** the participating trainees or teachers and other professionals by setting up clearly defined and transparent selection criteria.
- **Define** the envisaged learning outcomes of the mobility period in terms of knowledge, skills and competences to be developed.
- If you send learners or teachers and other professionals who face **barriers to mobility**, special arrangements for those individuals must be made (eg those with special learning needs or those with physical disabilities).
- **Prepare** participants in collaboration with partner organisations for the practical, professional and cultural life of the host country, in particular through language training tailored to meet their occupational needs.
- **Manage** the practical elements around the mobility, taking care of the organisation of travel, accommodation, necessary insurances, safety and protection, visa applications, social security, mentoring and support, preparatory visits on-site etc.
- **Establish** the Learning Agreement with the participant trainee or teacher and the host organisation to make the intended learning outcomes transparent for all parties involved.
- **Establish** assessment procedures together with the host organization to ensure the validation and recognition of the knowledge, skills and competences acquired.
- **Establish** Memoranda of Understanding between the competent bodies if you use ECVET for the mobility.
- **Establish** appropriate communication channels to be put in place during the duration of the mobility and make these clear to participant and the host organization.
- **Establish** a system of monitoring the mobility project during its duration.
- When necessary for special learning needs or physical disabilities, use **accompanying persons** during the stay in the host country, taking care of practical arrangements.
- **Arrange and document** together with the host organization, the assessment of the learning outcomes, picking up on the informal and non-formal learning where possible. Recognize learning outcomes which were not originally planned but still achieved during the mobility.
- **Evaluate** with each participant their personal and professional development following the period abroad.
- **Recognise** the accrued learning outcomes through ECVET, Europass or other certificates.
- **Disseminate** the results of the mobility projects as widely as possible.
- **Self-evaluate** the mobility as a whole to see whether it has obtained its objectives and desired results.

### **Obligations of the Sending and Host Organization**

- **Negotiate** a tailor-made training programme for each participant (if possible during the preparatory visits)

- **Define** the envisaged learning outcomes of the mobility period in terms of knowledge, skills and competences to be developed.
- **Establish** the Learning Agreement with the participant trainee or teacher to make the intended learning outcomes transparent for all parties involved.
- **Establish** appropriate communication channels to be put in place during the duration of the mobility and make these clear to participant .
- **Agree** monitoring and mentoring arrangements
- **Evaluate** the progress of the mobility on an on-going basis and take appropriate action if required
- **Arrange and document** the assessment of the learning outcomes, picking up on the informal and non-formal learning where possible. Recognize learning outcomes which were not originally planned but still achieved during the mobility.

#### Obligations of the Host Organization

- **Foster** understanding of the culture and mentality of the host country.
- **Assign** to participants tasks and responsibilities to match their knowledge, skills and competences and training objectives as set out in the Learning Agreement and ensure that appropriate equipment and support is available.
- **Identify** a tutor or mentor to monitor the participant's training progress.
- **Provide** practical support if required including a clear contact point for trainees that face difficulties.
- **Check** the appropriate insurance cover for each participant

#### Obligations of the Participant

- **Establish** the Learning Agreement with the sending organization and the host organisation to make the intended learning outcomes transparent for all parties involved.
- **Comply** with all the arrangements negotiated for the training placement and to do his/her best to make the placement a success.
- **Abide** by the rules and regulations of the host organization, its normal working hours, code of conduct and rules of confidentiality.
- **Communicate** with the sending organization and host organization about any problems or changes regarding the training placement.
- **Submit** a report in the specified format, together with requested supporting documentation in respect of costs, at the end of the training placement.

#### Obligations of the Intermediary Organization

- **Select** suitable host organizations and ensure that they are able to achieve the placement objectives
- **Provide** contact details of all parties involved and ensure that final arrangements are in place prior to participants' departure from their home country.

Signatures

Sending Organization, Name, Date

Host Organisation, Name, Date

Intermediary Organisation (*optional*), Name, Date

Participant, Name, Date