



**Placement Contract n. .... KTEU EP 4 Name and surname**

This Agreement, signed in the framework of the project EDULINK -"Linking Institutions for Veterinary Education (LIVE) financed by African, Carribean, and Pacific Group of States contract n. 2008/197614 (old ref. 9 ACP RPR 118#6) and referring to:

- **Insert national law references to the matter if any**

governs the relationship between:

<p><b>UNIVERSITY OF DSCHANG</b>  Full address:  Telephone:  Fax:  e-mail:  Represented by: Prof.  Hereinafter referred to as <b>"THE SENDING ORGANISATION"</b></p>
<p>And</p>
<p><b>INSERT THE NAME OF HOSTING ORGANISATION</b>  Full address:  Tél :  Fax :  e-mail:  represented by:  Hereinafter referred to as <b>«THE HOST ORGANISATION»</b></p>
<p>And</p>
<p>Name: <b>(NAME OF THE STUDENT/PHD...)</b>  Surname:  Date and place of birth:  Full address:  Telephone number:  Mobile phone number:  E-mail address:  Hereinafter referred to as <b>«THE BENEFICIARY»</b></p>

IT HAS BEEN AGREED AS FOLLOWS:

**ARTICLE 1 – PURPOSE OF THE GRANT**

- 1.1 The institution will provide Community financial support to the beneficiary for undertaking a Placement under the ...
- 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 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 programme.



## ARTICLE 2 - DURATION

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

**2.2 The beneficiary undertakes to follow a work placement from \_\_\_\_\_ to \_\_\_\_\_ at \_\_\_\_\_ for a total of \_\_\_\_\_ months and for a total number of working hours \_\_\_\_\_ max 8/day.**

This Agreement covers the above-mentioned period.

2.3 The Placement does not constitute a work relationship.

2.4 If suitable, the requests for extensions (within the calendar of the project) can be accepted by the home organisation, however, the funding for the period of the extension will not be guaranteed.

### ARTICLE 3.1: OBLIGATIONS OF THE FINAL BENEFICIARY

The final beneficiary undertakes to:

- to maintain the necessary secrecy concerning data, information or knowledge about production processes and products, acquired during the Placement;
- 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;
- in the event of an accident, during the placement at the Host Organisation, the beneficiary must:
  - inform the Sending Organisation immediately;
  - ask for all relevant medical documents concerning the injuries reported;
  - send\* original medical documents to the Sending organisation, together with:
    - a description of the accident;
    - names of possible witnesses;
    - contact address and phone number during hospitalisation;
    - anticipated return date to Italy.

\*as quickly as possible, either by the injured person or by someone that s/he trusts.

**The student must maintain his/her status of student enrolled at the University of Dschang during the entire placement. Therefore it is only possible to graduate after terminating the Placement.**

### ARTICLE 3.2: OBLIGATIONS OF THE SENDING ORGANISATION

The sending organisation undertakes to:

- guarantee the beneficiary with an obligatory insurance cover (tort liability), for the entire period of the placement;
- guarantee the beneficiary with an obligatory insurance cover against industrial accidents as laid out by the \_\_\_\_\_ (National) Law (\_\_\_\_\_), for the entire period of the placement, whilst s/he is in the premises of the Host Organisation;

The insurance policies cover the beneficiary only on the premises of the host organisation, but not during the journey to get there, or during trips made for professional reasons.

- agree with the beneficiary and with the host organization a program for the placement (**Training Agreement**) which will must be approved by the Faculty of the beneficiary
- guarantee the academic recognition of the placement done at the host organization as foreseen by the individual degree course, after the acceptance of the placement by the Faculty of the beneficiary.

### ARTICLE 3.3: OBLIGATIONS OF THE HOST ORGANISATION

The host organisation undertakes to:

- 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, as detailed in the programme of the placement annexed to this agreement, and under the supervision of a designated tutor;
- ensure that all measures have been taken to eliminate or minimise health and safety risks for the beneficiary. Measures will be taken according to the suitability of activities to be carried out and the experience and skill of the beneficiary;
- if an accident arises during the placement, to inform the sending organisation within the time limits foreseen by law.
- complete all documents concerning the end of the placement (Transcript of Work and certificate) with the beneficiary and verify that documents are delivered within the inspiration date stated in this convention
- Communicate to the beneficiary and to the sending organization if the type and frequency of the training activities require a compulsory medical examination

The host organisation complies with the national regulations of the country where it is registered, in conformity with the EU Council directive 89/391/EEC on the introduction of measures to encourage improvements in the safety and health of workers at work.

YES

NO OBLIGATION

### ARTICLE 4: TRAINING PROGRAMME

The beneficiary will be informed and will agree a clearly defined work program with the host organisation (**Training Agreement**). Then, this document will be signed by the Faculty tutor for placements before being handed to the Dean's office for approval by the Faculty or the specific commission.

If the Training Agreement cannot be approved by the sending institution before the beginning of the placement, the beneficiary could, assuming any risk, decide to start the training even if the training agreement has not been approved yet.

### ARTICLE 5: FINANCING





The beneficiary must provide proof of the actual dates of start and end of the Placement (Transcript of Work and certificate) and the University will pay to the beneficiary the sustain expenses for travel and insurance.

**ARTICLE 6: EXCLUSION FROM OTHER SOURCES OF FUNDING**

The beneficiary guarantees that identical expenses will be covered by a sole source of funding, in that the placement grant will not be used to cover expenses already financed by other programs/actions financed by the European Commission

**ARTICLE 7: PAYMENT ARRANGEMENTS**

Within 45 days of the date of entry into force of the agreement, the beneficiary will receive the payment of the total grant amount for the whole of the training period, as set out in this agreement, according to the following indications given by the beneficiary:

COUNTRY	CIN E	CIN	ABI	CAB	Curr/Acc. N°

\* in the name of (the current account MUST be in the name of the **Beneficiary**) .....

\*at the bank/credit institution: .....

**ARTICLE 8: ACADEMIC RECOGNITION**

The sending organisation will agree a clearly defined work program with the beneficiary before the student is due to go abroad (**Training Agreement**). This document will be signed by the Faculty tutor for placements before being handed to the Dean’s office for approval by the Faculty or the specific commission. If the Training Agreement can not be approved by the Faculty before the starting of the placement, the beneficiary, under his/her sole and exclusively responsibility, may decide to star the training at the same waiting for the approval of the training programme.

Upon return to Italy, the relevant academic commission will evaluate the activities carried out as recorded in the **Transcript of Work** and will proceed with the academic recognition in terms of CFU credits, as foreseen by the individual degree course.

The academic recognition may only be refused if the beneficiary does not reach the level required by the host institution o does not comply with the conditions of the participating institutions.

The beneficiary’s failure to achieve the aims of the training agreement may lead to financial penalties, either a partial or total repayment of the grant received. This clause will not be applied to those who find themselves unable to complete their work program abroad for cases of acts of God or attenuating circumstances recorded by the coordinator of the sending institution.

**ARTICLE 9: REPORTS**

The host organisation and the beneficiary shall jointly draw up a detailed account of the traineeship using the form TRANSCRIPT OF WORK (2 original copies) and send them to the sending organisation within            days of the end of the placement. Moreover, the beneficiary will make sure that the host organization certificates, using the appropriate certificate form duly signed, both the dates of the placement and the effective implementation of the programme agreed.

Within the same deadline the beneficiary shall also complete the on-line Individual Questionnaire. Details of how to access this document will be sent during the training period.



#### **ARTICLE 10: REFUNDS**

The beneficiary agrees, except in cases of acts of God/force Majeure :

- to immediately refund the payment done (fully or partly), in the event of non-observance of the obligations of this contract;
- to immediately refund the payment done (fully or partly), in the event of termination of this contract;

**In all cases the sending organisation will specify the amount to be refunded.**

#### **ARTICLE 12: LIABILITY.**

Each of the contracting parties shall exonerate the others for all civil liability for damages suffered by it or its staff as a result of the performance of the activities governed by this Agreement, provided such damages are not the result of serious negligence or deliberate misconduct on the part of the other contractor or their staff. The University of Dschang and their staff are not liable in the event of legal action arising from this agreement in relation to damages sustained during the training period.

Consequently, the University of Dschang can not provide any compensation or refund for claims for damages. It is specified that the insurance (tort liability) provided by the Sending Institution is extended also to the Beneficiary, for damages caused to third parties, arising from the performance of the activities governed by this Agreement.

#### **ARTICLE 13: TERMINATION OF THE CONTRACT**

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 Sending organisation 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 post.

In the event that the beneficiary requests the annulment of the agreement before completing the placement, or if he/she does not fulfil the obligations set out in this agreement, he/she must refund the grant as specified in Art.9.

If the beneficiary annuls the agreement for causes or "acts of God" /force majeure , for example an unforeseeable situation of an exceptional nature, or an event that is out of the beneficiary's control, and not caused by his/her error or negligence, may receive the grant for the period of the placement actually carried out. Any monthly grants which are not completed must be refunded.

#### **Insurance policies:**

- The liability for industrial accidents is covered by \_\_\_\_\_(Name of due National Authority)

Civil liability is covered by the company " \_\_\_\_\_ "

#### **ARTICLE 14: PERSONAL DATA AUTHORISATION**

All the personal data contained in this document is disciplined by the Regulation (CE) n°. 45/2001 of the European Parliament and of the Council of the European Union for the protection of individuals, respecting the handling of personal data by the European Community Institutions and Organs, and the free circulation of such data. The personal data must be used exclusively in the performance of this individual contract by the sending organisation.





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The beneficiary may, upon written request, access his/her own personal data and correct incorrect or incomplete information. He/she must send any enquiries regarding the handling of personal data to the sending organisation. The beneficiary may lodge a complaint against the handing of his/her personal data to the Guarantor for data protection, referring to how they have been used by the Sending Organisation and/or by the AN LLP, or lodge a complaint with the European Supervisor for Data Protection referring to how it has been used by the European Commission.

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**ANNEXES**

The annexes 1-4 form an integral part of this agreement.

**Annex 1: Partnership quality agreement**

For the sending organisation : ( full name and position)

Date:

Place: Dschang

Signature:

For the Beneficiary: (student/phd)

Name and surname:

Place: Dschang

Signature:

For the host organisation: Directeur General

Name and surname:

Date:

Place:

Signature:



ACP-EU Cooperation programme in Higher Education(EDULINK). A programme of the ACP Group of States with the financial assistance of European Union

