

VOLUNTEERING AGREEMENT – EUROPEAN SOLIDARITY CORPS
Project 2023-1-IT03-ESC51-VTJ-000121934

PREAMBLE

This Agreement ('the Agreement') is **between** the following parties:

on the one part,

the **Coordinating Organisation** ('the coordinating organisation'),

Associazione InCo - Interculturalità e Comunicazione APS <i>Via Scipio Sighele, 3, 38122 Trento (TN), Italy</i> OID number: E10064480

represented for the purposes of signature of this Agreement by **Gabriele Francescotto**, President

and

on the other part,

the **Participant** ('the participant'):

Lukas KLEIN

Date of birth: 17/01/2005	Nationality: Germany
Address: Talstraße 37 - Asbach - 53567 - Germany	
Phone:	E-mail: lukas-klein-2@gmx.de
Sex: M	PRN ¹ : 7147989229987904
Insurance identification of the participant (Henner ID):	

The Agreement also concerns the following **partner organisation(s)** in the project:

Freiwilligendienste in der Diözese Rottenburg-Stuttgart gemeinnützige GmbH <i>Antoniusstraße 3, 73249 Wernau, Germany</i> OID number: E10165444

Called hereafter ***the supporting organisation*** and represented for the purposes of signature of this agreement by **Wiebke Mollik**

and

¹ Personal Reference Number from the European Youth Portal.

Azienda Speciale Servizi Infanzia e Famiglia - G.B. Chimelli (ASIF Chimelli)
Piazza Garbari, 5, 38057 Pergine Valsugana TN, Italy
OID: E10056269

Called hereafter *the hosting organisation* represented for the purposes of signature of this agreement by **Nicola Paviglianiti**

The parties referred to above have agreed to enter into the Agreement, composed of Terms and Conditions.

TERMS AND CONDITIONS

CHAPTER 1 GENERAL

ARTICLE 1 – SUBJECT OF THE AGREEMENT

This agreement sets out the rights and obligations and terms and conditions applicable to the support awarded for the implementation of the action ‘Volunteering activity under the European Solidarity Corps Programme’.

ARTICLE 2 — DEFINITIONS

For the purpose of this Agreement, the following definitions apply:

Action — The activity which is being undertaken in the context of this Agreement.

Financial support — The financial support awarded in the context of this Agreement.

Participants — Individuals who are fully involved in a project and who may receive part of the European Union grant intended to cover their costs of participation.

Fraud — Fraud within the meaning of Article 3 of EU Directive 2017/1371² and Article 1 of the Convention on the protection of the European Communities’ financial interests, drawn up by the Council Act of 26 July 1995³, as well as any other wrongful or criminal deception intended to result in financial or personal gain.

Irregularities — Any type of breach (regulatory or contractual) which could impact the EU financial interests, including irregularities within the meaning of Article 1(2) of EU Regulation 2988/95⁴.

CHAPTER 2 ACTION

ARTICLE 3 — ACTION

The support is awarded to the participant for undertaking a volunteering activity taking place at **Azienda Speciale Servizi Infanzia e Famiglia - G.B. Chimelli (ASIF Chimelli)** under the European Solidarity Corps Programme as described in this article.

² Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union’s financial interests by means of criminal law (OJ L 198, 28.7.2017, p. 29).

³ OJ C 316, 27.11.1995, p. 48.

⁴ Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests (OJ L 312, 23.12.1995, p. 1).

3.1 Roles and tasks of the participant

The role of the participant is based on the ESC principles and the understanding of the European Solidarity Corps as a helping commitment and a time of non-formal learning. The participant as member of the team contributes their time, energy and enthusiasm towards the aims and objectives of the project activities. The participant supports the team in the everyday work in its social field of activity. Over time the participant can take their own responsibilities and contribute more of their own ideas, abilities and interests.

Each activity will be agreed with the participant in such a way that they can carry out the service with pleasure and ease, following a continuous learning path.

- A. The participant will be involved in the activities of the #KAIROS youth center (via Amstetten, 11, 38057 Pergine Valsugana TN, Italy), for youths aged from 11 to 30 years old. The center is open from Monday to Friday from 2.30 pm to 6.30 pm, alternately on Friday evening from 8 pm to 10 pm and Saturday from 2.30 pm to 6.30 pm. During summer time the youth center will close and offer a summer camp for adolescents from 11 to 16 years, from Tuesday to Friday from 9 am to 5 pm. The participant will be involved in this activity according to their timetable which will not exceed 35-38 hours per week. The participant will support educators in the management of the afternoons, organizing activities together with the educators and suggesting new ones. In fact, participants will be encouraged to implement workshops based on their own skills and interests, such as musical, language, manual-artistic or other types of workshops.
- B. Participants will support the person in charge of youth policies in the management and promotion of the annual local youth plan (Piano Giovani di Zona) and of other projects addressed to youths (target 11-30 years old). In each case, participants will provide testimony on what it means to be a European volunteer and will be encouraged to promote this opportunity among the youths. Participants will support the staff in the preparation of specific events to promote the different opportunities for youths.
- C. The participant will also carry out a few hours at the educational services managed by the hosting organisation. They will support the educational staff in carrying out activities in different languages.

ARTICLE 4 — DURATION AND STARTING DATE

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

The activity period shall start on **04/09/2024**⁵ and end on **30/07/2025**⁶.

CHAPTER 3 GRANT

ARTICLE 5 — FINANCIAL AND NON-FINANCIAL SUPPORT

The participant will receive financial support from EU funds for **332 days** in the form of pocket money. The total amount of pocket money for the activity period will be determined by multiplying

⁵ The start date of the activity shall be the first day that the participant needs to be present at the host organisation.

⁶ The end date shall be the last day the participant needs to be present at the host organisation.

the number of days of the activity with the rate applicable per day for the host country concerned, including one travel day before the activity and one travel day following the activity, and up to four additional days for participants receiving a green travel financial support.

The coordinating organisation may provide financial support for travel expenses and other eligible exceptional costs in line with the European Solidarity Corps Programme Guide.

Where applicable, the coordinating organisation may provide non-financial support for travel, inclusion, mentorship, language learning.

ARTICLE 6 — ELIGIBLE AND INELIGIBLE COSTS

The **eligibility conditions** are the following:

- a) they must be incurred in connection with and necessary for the implementation of the action in Article 3 and during the period set out in Article 4
- b) they must comply with the applicable national law on taxes, labour and social security and
- c) the reimbursement of actual costs incurred in connection with special needs must be based on documentation such as invoices, receipts, etc.; these costs must be identifiable and verifiable
- d) they must not be used to cover similar costs already funded by European Union funds.

CHAPTER 4 AGREEMENT IMPLEMENTATION

ARTICLE 7 — THE RESPONSIBILITIES OF THE PARTICIPANT AND OF THE PARTNER ORGANISATIONS

7.1 RIGHTS AND RESPONSIBILITIES OF THE PARTICIPANT

7.1.1 Rights of the participant

- Voluntary service in the chosen accredited ESC project, **Azienda Speciale Servizi Infanzia e Famiglia - G.B. Chimelli (ASIF Chimelli)**.
- ESC program standards: travel budget, accommodation, pocket money/subsistence allowance, access to public transport, two ESC Seminars, holidays, preparation in the home country, insurance, etc. like foreseen in the ESC program and concreted in the present Agreement.
- The participant will be fully integrated in the team of the receiving project but will not substitute the paid staff, being there as a volunteer with the task to contribute to the activities and enrich the work usually developed.
- The participant will have the possibility to use their creativity and capacity to organise their own projects, make contributions and suggestions in the development of activities. It is expected that after an adaptation phase the participant becomes pro-active and contributes with their own ideas.
- Support, mentoring, learning in the team, in the project, openness towards implementation of own interests and own ideas.
- Tutoring, reflection, right to have a Youthpass.

7.1.2 Responsibilities of the participant

- The participant is fully responsible towards the coordinating organisation for implementing the action described in Article 3 and in compliance with the provisions of the Agreement and all legal obligations under applicable EU, international and national law.
- The participant must implement the Agreement to their best abilities and in good faith.
- The participant must not undertake during the period indicated in Article 4 any European Solidarity Corps volunteering activity, EVS or Erasmus+ volunteering activity that would make their participation ineligible (in line with the exceptions indicated in the European Solidarity Corps Guide).
- The participant has the obligation of obtaining the European Health Insurance Card, if free of charge, before arriving to the host country.
- In the eventuality of a check, review, audit in Article 13, the participant must cooperate diligently and provide — within the deadline requested — any information to verify compliance with the Agreement.
- The participant will be familiar with the contents of the European Solidarity Corps Info Kit at the start of the activity.

- If invited, the participant will participate in pre-departure training, on-arrival training, mid-term evaluation and the annual event promoted by the corresponding National Agencies.
- The participant will follow the online language training in Italian in order to prepare for the activity abroad. The participant will immediately inform the coordinating organisation if they are unable to carry out the online language course.

Further responsibilities of the participant include:

- Attending ESC preparation activities by the supporting organisation and ESC monitoring meetings organised by the coordinating organisation (InCo).
- Saving all original tickets and invoices in order to help all partners with financial reports.
- When taking part in the ESC Training seminars (OAT – on-arrival training and MTE – mid-term evaluation), if the participant is required to purchase transport tickets locally that cannot be bought in advance by the coordinating organisation (see below: “Rights and responsibilities of the coordinating organisation”), the participant is required to keep the tickets and the receipts of payment and forward them to the coordinating organisation immediately after the end of the training.
- In the receiving project the participant is part of the team and by this a welcomed part of planning and forming activities. The participant has to take part actively in the activities and give timely communication of absences, holidays, etc. clearly and as soon as the need arises.
- In case of illness, the participant must call the work supervisor at the latest at the time of the scheduled beginning of service that day. It is necessary to inform the hosting organisation about any illness on the first day of its occurrence and to communicate clearly the approximate lengths of the resting period. If after 3 days the situation has not improved, the participant has to go to a doctor and take care of their own health. Further guidelines on how to act in case of illness may be communicated with a later integration to this agreement.
- Asking the mentor and work supervisor for support in case of difficulties, doubts or questions.
- In case of problems, crises, difficulties with the mentor/work supervisor, the participant has to immediately contact the coordinating organisation and/or the supporting organisation.
- The participant has to fill out the evaluation questionnaire that will be sent by InCo every 2 months during the project in order to monitor the ESC experience.
- The participant’s accommodation is to be used in a very responsible way. This means especially a reasonable use of energy/resources (electricity/gas) as well as adopting good neighbourly behaviour.
- The participant contacts the hosting organisation immediately, if something relevant (electric machines, bath/kitchen-installations, furniture, windows, etc.) has broken down or does not work in the accommodation.
- The participant is required to provide the hosting organisation with an extract of their criminal record. In Italy, this type of documentation is mandatory in case of working or volunteering activities with minors.

- If the participant takes part in a language course paid for by the hosting or coordinating organisation, the participant is required to repay the entire cost of the course if they do not take part in at least 70% of the lessons of the course.
- At the end of the project, the participant must fill out the participant report within 30 days of reception of the online questionnaire, as stated in Article 11.
- According to the European Solidarity Corps Programme Guide, in order to be reimbursed, return travel to the home country must take place on the day immediately following the last day of the activity period as stated in this Agreement (Article 4). If the participant would like to travel on any other date but the day immediately following the last day of the activity period, the coordinating organisation must be informed at least 60 days before the travel⁷ and the travel must be purchased only with agreement of the coordinating organisation. Otherwise, the coordinating organisation cannot guarantee return travel reimbursement.
- In case of intention to interrupt the project before the end of the activity period (see Article 4), the participant must inform the coordinating organisation at least 60 days before the intended interruption date⁷. Interruption of the project on the part of the participant is not automatic and must be approved by the coordinating organisation.

If a participant breaches any of its obligations under this Agreement, the financial support may be suspended or terminated (see Chapter 5).

7.2 RESPONSIBILITIES OF THE COORDINATING ORGANISATION

- The coordinating organisation will ensure safe and decent living and volunteering conditions for the participant.
- The coordinating organisation will ensure adequate support to the participant for learning and development, in line with the quality standards outlined in the European Solidarity Corps Programme Guide.
- The coordinating organisation will send to the participant the European Solidarity Corps Info Kit before the start of the activity.
- The coordinating organisation must make sure that the participant is registered for the European Solidarity Corps insurance scheme.
- The coordinating organisation must duly inform the participant of how the insurance scheme functions, as well as the obligation of obtaining the European Health Insurance Card, if free of charge, before arriving to the host country.
- With the exception of native speakers, the coordinating organisation may make available for the participant two online assessments of linguistic competences: one before the activity and one at the end of the activity.

⁷ Exceptions to these terms will only be allowed in case of force majeure (see Article 17).

Further responsibilities of the coordinating organisation include:

- InCo is officially appointed as the body responsible for the organisation of this European Solidarity Corps project, being then responsible for the organisation of the application process and the whole voluntary service year, including administrative and financial coordination.
- InCo, as applicant organisation, is responsible for dividing the grant between the partners according to: the amount approved by the responsible Agency (EACEA or NA), the percentage paid to InCo until the moment and the correct presentation of invoices and tickets.
- InCo will support and assist not only the participant but also the hosting organisation in case of doubts or need, promoting the good communication between partners and fostering the success of the project.
- InCo will assign to the participant a tutor who will be a contact person for the participant during the whole duration of the service and will also evaluate the project.
- InCo will foster the participant's participation in the on-arrival training (OAT) and the mid-term evaluation (MTE) meetings promoted by the Italian National Agency. InCo will also be responsible for purchasing the tickets (round trip) in case the participant is required to travel to reach the location of the above-mentioned trainings. InCo will also be responsible for forwarding the request of reimbursement of the purchased tickets to the training organisation/National Agency at the end of the training.
- In case of a crisis, InCo will intervene as mediator, trying to find a reasonable solution to the problem together with the partners and the participant.
- InCo will request intermediate reports from the participant and hosting organisation in order to follow the progress of the service and the satisfaction of all parties involved.
- InCo, as coordinating organisation and ultimate responsible for the project, has the right to intervene in any period of the project which, for any reason, could be considered in disagreement with the previous agreements and/or the project's objectives. InCo can require changes in the procedures in order to reach the pre-determined objectives and the good working of all phases.
- InCo is responsible for writing the final report to the responsible Agency which includes the participant's participant report, invoices, declarations and tickets provided by all other partners.
- InCo will provide the participant with a Youthpass Certificate (filled together by the participant and their tutor in the hosting project).

The coordinating organisation is responsible for the following practical arrangements:

Food arrangements and pocket money: The participant receives a monthly pocket money and food allowance transferred by InCo.

7.3 RESPONSIBILITIES OF THE SUPPORTING ORGANISATION

- **Freiwilligendienste in der Diözese Rottenburg-Stuttgart gemeinnützige GmbH**, as supporting organisation, will forward all information concerning the project given by the coordinating/hosting organisation to the participant, helping them to get prepared before leaving their home country.
- The supporting organisation will organise the mandatory pre-departure training following the standards of the program. In case the local National Agency promotes any meetings, the supporting organisation will inform the participant and support their participation in the meeting.
- In case of need, the supporting organisation will support the participant with visa issues, anticipating eventual costs which will be reimbursed later respecting budget limits.
- The supporting organisation cares for the personal support of the participant before their departure.
- During the voluntary period the pedagogical support of the participant is shared by the supporting and hosting organisation. The supporting organisation appoints one member of staff as tutor. The tutor will keep contact with the participant and with the coordinating organisation abroad during the whole voluntary service. The tutor can always be contacted by the participant.
- The supporting organisation will support the participant in registering on the European Solidarity Corps portal.
- The supporting organisation will support the participant in follow-up activities in case the participant would like to perform one at the end of the project.
- The supporting organisation will give full support to the coordinating organisation in case of an emergency or crisis.
- At the end of the service, the supporting organisation will support the participant to re-integrate in the home country in the best way possible.
- The supporting organisation will inform the participant and foster the participation of the participant to the annual ESC event organised by the local National Agency.
- The supporting organisation will support the coordinating organisation by sending the requested invoices, declarations and other documents in order to close the final report and the project. In particular, the supporting organisation will support the coordinating organisation in the dissemination of the project. The supporting organisation will be invited to write a small article in their newsletters/websites/social media pages talking about the project and volunteers' experiences.

7.4 RESPONSIBILITIES OF THE HOSTING ORGANISATION

- The hosting organisation will assign to the participant a mentor and a work supervisor. These two figures will be the participant's contact persons for the whole duration of the voluntary service, giving personal assistance. The mentor has to be a different person from the work supervisor.

- The participant will be introduced and made part of the team of colleagues in the hosting project (e.g. team meetings, celebrations). The participant will be introduced to the rules and the manner of carrying out their volunteering activities. The hosting project will explain the issue of professional discretion to the participant.
- The hosting organisation will evaluate the participant's service in regular meetings together with the participant and the work supervisor.
- The hosting organisation will provide the participant with the opportunity to gain new knowledge and skills taking into account the participant's specific abilities and interests.
- The hosting organisation will explain the specific tasks to the participant and will allow an individual getting-to-know phase at the beginning of the voluntary service.
- The times of service and tasks have to be agreed on between all four partners following the principles of the ESC Programme. The hosting organisation will supervise the times of service. The hosting organisation will also guarantee that the participant has two consecutive days off per week.
- The hosting organisation will allow the participant to take active part in a project/initiative/activity, becoming part of the organisation and offering learning possibilities.
- In case of serious problems or disagreements with the participant, the hosting organisation has to contact InCo immediately in order to receive the proper support or to go through the path of mediation. In serious and fully justified cases, it is possible to interrupt the project, but only after a mediation process with good will of all parties involved.
- The hosting organisation will provide InCo with all invoices and documents needed in order to evaluate the activity and fill the final report.
- In case the participant performs activities off-site and/or performs activities not foreseen by the hosting organisation's Quality Label, the hosting organisation must notify InCo.

The hosting organisation is responsible for the following practical arrangements:

- **Hours of service:** The participant will carry out their service for 35-38 hours weekly which include also the Italian language course and other trainings and meetings. The weekly timetable may change during the service but will follow the indication given above and will always be discussed together with the participant.
- **Free time:** The participant will have two consecutive days off a week which normally correspond to Saturday and Sunday, except if, from time to time, there are different agreements because of the needs of the hosting organisation. In this case, the participant will have the chance to recover those days in the following week.
- **Holidays:** The participant is entitled to take 2 days of service as holiday every month. It is the participant's choice how and when to take days off but they must agree on the dates in advance with the work supervisor (one month earlier).
- **Accommodation:** The hosting organisation provides adequate accommodation in a single or shared room in a flat shared mainly with other volunteers or other young people. Kitchen

and bathroom will be shared. The flat is fully furnished. Internet is not intended as a service which the hosting organization must provide – although basic use might be facilitated.

- **Language course:** The hosting organisation is responsible for providing a language course to the participant in case they need one. The duration and place of the course will depend on the hosting organisation's decision and the resources available, besides the eventual previous language knowledge of the participant.
- **Transportation:** The participant will get a transport card from the Ufficio Mobilità della Provincia Autonoma di Trento. The card allows the participant to travel for free in the whole Province of Trento.

ARTICLE 8 — ETHICS AND VALUES

The action must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.

The participant must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

If a participant breaches any of its obligations under this Article, the financial support may not be paid (see Chapter 5).

ARTICLE 9 — DATA PROTECTION

Any personal data under the Agreement will be processed under the responsibility of the data controller identified in the privacy statement in accordance with the applicable data protection legislation, in particular Regulation 2018/1725⁸ and related national data protection acts and for the purposes set out in the Privacy Statement available at <https://ec.europa.eu/erasmus-esc-personal-data>.

Such data will be processed solely in connection with the implementation and follow-up of the Agreement by the coordinating organisation, 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 EU legislation (Court of Auditors or European Antifraud Office (OLAF)).

The participant may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. He/she should address any questions regarding the processing of their personal data to the coordinating organisation and/or the National Agency⁹. The participant may lodge a complaint against the processing of their personal data to the European Data Protection Supervisor with regard to the use of the data by the European Commission.

⁸ Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC.

⁹ https://youth.europa.eu/solidarity/organisations/contact-national-agencies_en

ARTICLE 10 — RECORD-KEEPING

The participant must keep supporting documents for the duration of the activity to prove the proper implementation of the activity.

The records and supporting documents must be made available upon request or in the context of checks, reviews, audits or investigations (see Article 13).

If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement, the participant must keep these records and other supporting documentation until the end of these procedures.

The participant must keep the original documents. Digital and digitalised documents are considered originals if they are authorised by the applicable national law. The coordinating organisation may accept non-original documents if they offer a comparable level of assurance.

ARTICLE 11 — PARTICIPANT REPORTING

The participant will complete in English the participant report at the latest 30 days after the end of the activity period via an on-line questionnaire providing their feedback on factual and qualitative elements of the activity period, as well as of its preparation and follow-up.

If the participant did not submit the report the coordinating organisation will not emit the certificate of participation.

ARTICLE 12 — PAYMENTS AND PAYMENT ARRANGEMENTS

- **Travel arrangement:** The participant has to agree on their arrival date and time with the coordinating organisation and buy the ticket by themselves. The participant will be refunded for the real travel cost, up to a maximum amount of **275,00 €**. This amount includes travel from the home address to Pergine and from Pergine back to the home address after the ESC project. All additional travel costs that may occur have to be financed by the participant. InCo will reimburse the travel costs in 2 instalments. At arrival, the participant will receive the exact amount spent to come to Italy up to a total amount of **137,50 €**. In case of a round flight ticket, InCo will pay half of the ticket up to the amount of **137,50 €**. The second instalment will be paid after having received the whole documentation of the journey back home (boarding pass, bus and train tickets, etc.) based on the effective expense. Travels made by car cannot be reimbursed.
- **Pocket money:** The participant will receive pocket money every month. The total amount for **332 days** is **1.992,00 €** (6 euro per day). Generally the pocket money will be given to the participant the first week of the month, except for the first month. In fact, it is possible that the first month's pocket money will be given at the beginning of the second month. The last month's pocket money will be paid at the end of the activity.
- **Food allowance:** The participant will receive from the coordinating organisation food allowance equal to the sum of **170,00 €/month** to cover their daily meals (breakfast, lunch, dinner).
- **Accommodation:** is offered for free to the participant at the Youth Center in via Amstetten 11, Pergine. There is a flat shared by volunteers on the last floor.

ARTICLE 13 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS

The participant undertakes to cooperate diligently and provide any information requested by the European Commission, the National Agency of Italy, the coordinating organisation or by any other outside body authorised by the European Commission or the National Agency of Italy to check that the project and the provisions of the Agreement are being/ have been properly implemented.

If requested by these bodies, the participant must provide full, accurate and complete information in the format and by the deadline requested.

Any findings related to the agreement may lead to a request for refund, a withholding of payments or further legal action in the terms of the applicable national law.

CHAPTER 5 CONSEQUENCES OF NON-COMPLIANCE

ARTICLE 14 — AGREEMENT SUSPENSION

The agreement may be suspended by initiative of the participant or of the coordinating organisation if exceptional circumstances — in particular *force majeure* (see Article 17) — make implementation impossible or excessively difficult. The agreement may be suspended always with the agreement of the other party and at the date convened by both following an amendment and it may be resumed afterwards.

The suspension will **take effect** on the day agreed by the parties.

The coordinating organisation may — at any moment — suspend the agreement, if the participant has committed or is suspected of having committed:

- a) substantial errors, irregularities or fraud or
- b) serious breach of obligations under this Agreement or during its award (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethics rules (if applicable), etc.).

The suspension will **take effect** the day after the notification is sent.

Once circumstances allow for implementation to resume, the parties must immediately agree on the resumption date (one day after suspension end date). The suspension will be **lifted** with effect from the suspension end date.

During the suspension, no financial support will be paid to the participant.

The participant may not claim damages due to suspension by the coordinating organisation.

If the participant believes the payment is being unduly withheld, the participant may expose the situation to the competent National Agency, after trying to obtain clarification from the coordinating organisation and/or when the dispute cannot be solved amicably.

Financial support suspension does not affect the coordinating organisation's right to terminate the financial support (see Article 15).

ARTICLE 15 — ORGANISATION OR PARTICIPANT TERMINATION

The agreement may be terminated by the participant or the coordinating organisation if exceptional circumstances — in particular *force majeure* (see Article 17) — make implementation impossible or excessively difficult.

In case of termination due to *force majeure*, the participant will be entitled to receive at least the amount of the financial support corresponding to the **actual duration** of the activity period. Any remaining funds will have to be refunded.

In the event of serious breach of obligations outlined in this Agreement the parties are entitled to terminate the agreement by formally notifying the other party.

The coordinating organisation may terminate the agreement, if the participant has committed substantial errors, irregularities, fraud, corruption, or is involved in a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking.

If the participant terminates the agreement before the activity ends they will have to refund the amount of the financial support paid to them in advance for non-active days.

The coordinating organisation reserves the right to initiate a court action if any requested refund is not voluntarily issued within the deadline notified to the participant by registered letter.

The termination will **take effect** the day after the confirmation notification is sent (or on a later date specified in the notification; ‘termination date’).

The participant may not claim damages due to termination by the coordinating organisation.

After termination, the participant’s obligations (in particular 11 (reporting), 13 (checks, reviews, audits and investigations) continue to apply.

ARTICLE 16 — DAMAGES

Each party of this Agreement exonerates the other from any civil liability for damages suffered by them or their 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 their staff.

The National Agency of Italy, the European Commission or their staff cannot be held liable in the event of a claim under the Agreement relating to any damage caused during the execution of the activity. Consequently, the National Agency of Italy, or the European Commission will not entertain any request for indemnity of reimbursement accompanying such claim.

ARTICLE 17 — FORCE MAJEURE

A party prevented by force majeure from fulfilling its obligations under the Agreement cannot be considered in breach of them.

‘Force majeure’ means any situation or event that:

- prevents either party from fulfilling their obligations under the Agreement,
- was unforeseeable, exceptional situation and beyond the parties’ control,

- was not due to error or negligence on their part (or on the part of other participating entities involved in the action), and
- proves to be inevitable in spite of exercising all due diligence.

Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible.

CHAPTER 6 FINAL PROVISIONS

ARTICLE 18 — COMMUNICATION BETWEEN THE PARTIES

18.1 Forms and means of communication

Communication under the Agreement (information, requests, etc.) must be made in writing, unless otherwise indicated in the agreement.

Formal notifications must be made by registered post with proof of delivery ('formal notification on paper').

However, formal notifications may be sent electronically if the applicable national law in the Member State concerned allows it, notably with proof of delivery.

18.2 Date of communication

Communications are considered to have been made when they are sent by the sending party (i.e. on the date and time they are sent).

Formal notifications on paper sent by registered post with proof of delivery are considered to have been made on either:

- the delivery date registered by the postal service or
- the deadline for collection at the post office.

18.3 Useful communication information

The National Agency for this project is:

<p>Agenzia Italiana per la Gioventù <i>Via Sabotino, 4, 00195 Roma RM, Italy</i> direzione@agenziagioventu.gov.it</p>
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Communications to the National Agency have to be made at the address above.

ARTICLE 19 — AMENDMENTS

The Agreement may be amended, unless the amendment entails substantial changes to the Agreement, case in which a new Agreement has to be signed.

Amendments may be requested by any of the parties.

Any amendment to the agreement shall be done in writing in due time.

An amendment **enters into force** on the day of the signature of the receiving party.

An amendment **takes effect** on the date of entry into force or other date specified in the amendment.

ARTICLE 20 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

The Agreement is governed by the national law of Italy. The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the coordinating organisation and the participant concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

ARTICLE 21 — ENTRY INTO FORCE

The Agreement will enter into force on the day of signature by the coordinating organisation.

SIGNATURES

For the participant
Lukas Klein

For the coordinating organisation
Gabriele Francescotto

Done at _____, date _____

Done at _____, date _____

For the supporting organisation
Wiebke Mollik

For the hosting organisation
Nicola Paviglianiti

Done at _____, date _____

Done at _____, date _____