



## **EU4EU - European Universities for the EU Erasmus+ traineeship Program for higher education students**

### **Terms and Conditions for Students**

#### **General**

This document sets out the terms and conditions ("Terms") on which you may make use of EU4EU **Portal** (the "**Portal**") in order to apply as student ("**you**" or "**Student**") in accordance with the "[CALL FOR STUDENTS](#)" (the "**Call for Students**") for the project of mobility for traineeship for higher education students - financed by Erasmus+ KA103" (the "**Project**"). Please read these Terms and the Call for Students carefully before you start to use the **Portal** and to make the application as Student for the Call for Students. By using the **Portal** and applying as Student, you indicate that you accept these Terms and the terms of the Call for Students and that you agree to abide by them. If you do not agree to these Terms and to the terms of the Call for Students, please do not use our **Portal** and do not apply as Student.

#### **Information about us**

The **Portal** is operated by EuGen - European Generation, with offices in Via guerrieri 3, 00153, Rome, Italy – telephone number: +39 351 8770536; email address: [info@eu4eu.org](mailto:info@eu4eu.org) ("we", "our" or "us"), which acts as intermediary organization of the project of mobility for traineeship for higher education students.

#### **Application as Students**

To apply as Student, you are requested to register on the proper area of the **Portal** and to follow the relevant instructions by filing in proper forms and uploading required documents, including the letter of availability from the Host Organization. You acknowledge and agree that your application as Student does not ensure and guarantee your participation to the Project. Indeed, after your application, your requirements for the eligibility will be verified as Student for the Project as set out in the Call for Students and the outcome of the investigation and your participation to or exclusion from the Project will be notified to you. During the investigation, EuGen is entitled to ask for clarifications and additional documentation if it deems it appropriate at its own discretion.

## Your declarations, undertakings and acknowledgments - Exclusion of our liability

1. By making the application as Student, you declare and undertake:
  - to be in possession of the eligibility requirements set out in the Call for students;
  - that the information provided during the application process and the entire performing of the Project is complete, true and accurate;
  - to understand that any mis-statement renders you liable to disqualification from the Project and will preclude a priori participation to any other mobility project managed by us over the years to come.
2. By making the application as Student and for the entire period of your participation to the Project, you expressly agree:
  - to comply with all commitments set out in these Terms and the Call for Students;
  - to comply with all commitments undertaken with the Host Organization, including those provided in the "[Letter of Availability](#)" and the "[Learning Agreement](#)";
  - to sign the "Letter of Availability" for only one Host Organization.
  - to comply with the procedures and times set out for the matching phase between you and the Host Organization as set out in the [Guidelines](#) to the use of the Platform.
3. By making the application as Student, you acknowledge and undertake that:
  - EuGen is not liable for events that may affect your registration to the **Portal**, your application as Student and the matching phases between you and the Host Organization, including, for instance, in case of malfunction of the servers of the **Portal**, activities carried out by the Host Organization and force majeure events;
  - EuGen is not involved in the management and/or organization of the internship activities and, thus it is not liable for any events that may affect the course and / or the way the internship with Host Organization is conducted;
  - the Host Organization is the only subject liable for the proper management of the internship activities in relation to the Project;
  - the Host Organization is the only subject liable for the information provided and the activities carried out by the latter in relation to the Project and, thus, EuGen is not liable for the information provided by Host Organization and/or for any behaviour carried out by the latter in relation to the internship activities;
  - you are the only subject liable for the information provided and the activities carried out in relation to the Project and, thus, EuGen is not liable for the information provided by you and/or for any behaviour carried out by you in relation to the internship activities;
  - EuGen does not approve that Host Organization offers services (including, but not limited to accommodation, training, etc.) to students in return of payment;
  - EuGen shall process your personal data for carrying out the Project's activities and Google's indexing may allow displaying students' CVs from Google search and the time for removal from search results at the end of the Project depends on Google and not on EuGen.

In any case, the aforementioned exclusion and limitation of liability shall not

allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you and you may have rights in addition to those contained in these terms, especially in relation to consumer rights.

## Your exclusion from the Project

Even though you have been considered as eligible for Project, we reserve the right to exclude at any time you from the **Portal**:

- with a 15-day prior notice without cause;
- immediately, if we believe that you have lost your requirements for the eligibility as Student and/or
- immediately, if you breach any of your obligations set out in the Call for Student and/or in the Project and/or in the following sections of these Terms: paragraphs 1 and 2 of section "Your declarations, undertakings and acknowledgments - Exclusion of our liability", section "Intellectual property rights", section "Confidentiality".

## Indemnification

You expressly agree to indemnify and hold EuGen harmless from any claims brought by Host organizations and/or third parties against EuGen and from any damages suffered by the latter as a consequence of your application as Student and/or your participation to the Project.

## Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our **Portal** (including without limitation trademarks and copyrights), and in the material published on it, including without limitation works, images, pictures, dialogues, videos, documents, drawings, figures, logos, menus, web pages, graphics, colours, schemes, tools, fonts, designs, diagrams, layouts, methods, processes, functions and software. Copyright, trademark and other intellectual property laws and treaties around the world protect those materials. All such rights are reserved. You may not print off, download extracts of or copy any content from our **Portal**. You may not use, reproduce, publish, distribute, display, modify, create derivative work from, or exploit in any way, in whole or in part, any content from our **Portal** without obtaining prior express written consent from us. You will carry out any use of the content from our **Portal** authorised under these Terms for lawful purposes only and in compliance with all applicable laws.

## Processing of your personal data

EuGen will process your personal data for carrying out the Project's activities in compliance with the [Privacy Policy](#). You are aware that the personal data provided in the **Portal** will be processed in compliance with the provisions of the law regarding the protection of privacy and that the information concerning the treatment is available on the website of EU4EU (<https://eng.eu4eu.org/documents-and-rules/>). You are aware that your personal data will be visible to the Host Organizations registered in the EU4EU **Portal**, for the purposes of the Erasmus + Program as well as for the scholarship.

## **Photo/Video release form**

You are aware that during my mobility you might be required to provide a photo or a video as testimonial of the project EU4EU for promotional purposes. If this possibility occurs:

1. You grant EuGen and its designees the right to use the photo/audio-visual in any format. You grant the right to edit, mix or duplicate and use or re-use the photo/audio-visuals in whole or in parts as EuGen may elect. EuGen or its designees have complete ownership of the photo/audio-visuals, including copyright interests.
2. You grant EuGen and its designees the right to broadcast, exhibit, market and otherwise distribute the photo/audio-visuals, in whole or in parts for any purpose EuGen or its designees determine. This grant includes the right to use the photo/ audio-visuals for promoting or publicizing.
3. EuGen has no financial commitment or obligations to you as a result of the use of your photo/audio-visual.
4. You have read, understand and agree to all of the above and that the rights granted EuGen herein are perpetual and worldwide.

## **Confidentiality**

You hereby agree to maintain as confidential all information received directly or indirectly from us and undertake not to use or disclose such information to third parties unless permitted by us or differently required by the applicable law. The obligations set out in this clause shall remain in effect for a period of 10 (ten) years after the expiry of or your exclusion from the Project for any reason whatsoever.

## **Your reliance on information posted by us on the Platform**

The content of our **Portal** is for information purposes only. Reliance on any information provided on our Platform is solely at your own risk. To the fullest extent permitted by applicable law, we disclaim all liability arising from any reliance placed on such content by any user of our Platform, or by anyone who may be informed of any of its content.

## **Applicable law and jurisdiction**

These Terms are governed and construed in accordance with the laws of Italy. If you reside in the UE, please note that the mandatory consumer protection provisions of the law of the Member State in which you reside will also apply. You have the right to bring legal proceedings (i) before the Court of Rome; or (ii) before the Courts at your place of residence. We are only allowed to initiate legal proceedings against students resident in EU before their place of residence or domicile. Pursuant to sections 1341 and 1342 of the Italian Civil Code, you expressly accept the following provisions of these Terms and Conditions For Host Organizations: Application as Student; Your declarations, undertakings and acknowledgments - Exclusion of our liability; Your exclusion from the Project; Your reliance on information posted by us on the Platform; Applicable law and jurisdiction.