



EU4EU - European Universities for the EU

Erasmus+ traineeship Program for higher education students

Terms and Conditions for Host Organizations

General

This document sets out the terms and conditions ("**Terms**") on which you may apply as host organization ("**you**" or "**Host Organization**") in accordance with the "[CALL FOR HOST ORGANIZATIONS](#)" (the "**Call for Host Organizations**") for the project of mobility for traineeship for higher education students - financed by Erasmus+ KA131" (the "**Project**").

Please read these Terms and the Call for Host Organizations carefully before you start to use the EU4EU Portal. By using the **Portal** and applying as Host Organization, you indicate that you accept these Terms and the terms of the Call for Host Organizations and that you agree to abide by them. If you do not agree to these Terms and to the terms of the Call for Host Organizations, please do not apply as a Host Organization.

Information about us

The EU4EU **Portal** is operated by EuGen - European Generation, with offices in Piazza Albania 35 - 00153, Rome, Italy; email address: info@eu-gen.org ("**we**", "**our**" or "**us**"), which acts as intermediary organization of the project of mobility for traineeship for higher education students.

Application as Host Organization

To apply as a Host Organization, you are firstly requested to register in the proper area of the **Portal** and to follow the relevant instructions by filing in proper forms and uploading required documents. The person who registers on behalf of the Host Organization expressly declares under his/her responsibility to be duly empowered to act in the name and on behalf of the Host Organization.

You acknowledge and agree that your application as Host Organization does not ensure and guarantee your participation in the Project. Indeed, after your application, we will verify



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your requirements for the eligibility as Host Organization for the Project as set out in the Call for Host Organizations and we will notify you the outcome of our investigation and your participation to or exclusion from the Project. During the investigation, EuGen is entitled to ask for clarifications and additional documentation if it deems it appropriate at its own discretion. In addition, with a prior notice, EuGen is entitled to visit in person the Host Organization in order to verify the requirements for the eligibility and the Host Organization accepts to allow EuGen to visit it.

Your declarations, undertakings and acknowledgments - Exclusion of our liability

1. By making the application as Host Organization, you declare and undertake:

- to be in possession of the eligibility requirements set out in the Call for Host Organizations for the entire duration of the Project;
- 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 your Host Organization 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;
- not to delegate the management of your account on the EU4EU Portal to subjects external to your Host Organization and not to share username and password of the account with subjects or consultants external to the organization, unless it has been expressly approved by EuGen in written form.

2. By making the application as Host Organization 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 Host Organizations;
- to comply with all commitments undertaken with the student(s);
- to immediately exclude the student(s) at any time if you are aware and/or if EuGen communicate to you that such students do not have or have lost their requirements to be eligible for the Project;
- to comply with the procedures and times set out for the matching phase between students and your Host Organization as set out in the [Guidelines](#) to the matching procedure;
- that you are not allowed to offer services in favour of the students (including, but not limited to accommodation, training, etc.) in return of payment.

3. By making the application as Host Organization, you acknowledge and undertake that:

- except for fraud and gross negligence, EuGen is not liable for events that may affect your registration to the **Portal**, your application as Host Organization and the matching

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phases with the students, including, for instance, in case of malfunction of the servers, activities carried out by the students and force majeure events;

- EuGen is not involved in the management and/or organization of the internship activities and, thus, except for fraud and gross negligence, it is not liable for any events that may affect the course and / or the way the internship with students is conducted;
- the Host Organization is the only subject liable for the information provided and the proper management of the internship activities with students in relation to the Project and, thus, EuGen is not liable for any activity carried out by the Host Organization;
- students 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 the students and/or for any behaviour carried out by the students in relation to the internship activities.

The aforementioned exclusion and limitation of liability shall not apply in the event damages are caused by our fraud and gross negligence.

Exclusion of the Host Organization from the Project

Even though you have been considered as eligible for Project, we reserve the right to exclude at any time your Host Organization from the Project and 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 Host Organization and/or
- immediately, if you breach any of your obligations set out in the Call for Host Organizations 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 students and/or third parties against EuGen and from any damages suffered by the latter as a consequence of your application as Host Organization 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

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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.

Photo/Video release form

You are aware that during the project 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.
4. EuGen has no financial commitment or obligations to you as a result of the use of your photo/audio-visual.
5. 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 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.

Applicable law and jurisdiction

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These Terms are governed and construed in accordance with the laws of Italy. The Court of Rome will have exclusive jurisdiction over any claim arising in any way whatsoever from, or related to, your use of our Platform and your application as Host Organization.

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 Host Organization; Your declarations, undertakings and acknowledgments - Exclusion of our liability; Exclusion of the Host Organization from the Project; Your reliance on information posted by us on the Platform; Applicable law and jurisdiction.