**Grant agreement Erasmus+**

**for invited expert**

**Field – Adult education**

**Key action 1**

Please remove this text once the document is completed. Remember that all sections marked in gray or where there are suspension points must be replaced with the required information. Also, the information in square brackets is an explanation of what may remain in the contract if you decide to do so. ALL sections in blue will be delete. However, the NA can add further provisions, if necessary.

**[Full official name of the receiving organisation]**

Address: [official address in full]

Project code: [In standard format: 2021-1-RO01-KA121/122-ADU-0000xxxxx]

Activity type: [use the activity type classification from the Erasmus+ Programme Guide, e.g. ‘Invited experts]

called hereafter "the organisation", represented for the purposes of signature of this agreement by [first and last name(s) and function] on the one part,

and

**[Invited Expert’s first and last name]**

Date of birth:

Address: [official address in full]

Phone:

E-mail:

|  |
| --- |
| Bank account where the financial support should be paid:  Bank account holder:  Bank name:  Clearing/BIC/SWIFT number:  Account/IBAN number: |

called hereafter “the invited expert”, on the other part,

have agreed to the Special Conditions and Annexes below, which form an integral part of this agreement ("the grant agreement"):

Annex I: Erasmus+ Learning programme provided by an invited expert

Annex II: General Conditions

The terms set out in the Special Conditions shall take precedence over those set out in the annexes.

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

* 1. The organisation shall provide support to the invited expert for undertaking a mobility activity under the Erasmus+ Programme.
  2. The invited expert accepts the support or the provision of services as specified in article 3 and undertakes to carry out the mobility activity as described in Annex I.

1.3. Amendments to this grant agreement shall be requested and agreed by both parties through a formal notification by letter or by electronic message.

ARTICLE 2 – ENTRY INTO FORCE AND DURATION OF MOBILITY

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

2.2 The mobility period consists of the activity period and travel days.

2.3 The activity period shall start on **[date]** at the earliest and end on **[date]** at the latest and it will last **[….]** days. The start date of the activity period shall be the first day that the invited expert needs to be present at the receiving organisation. The end of the mobility period shall be the last day the invited expert needs to be present at the receiving organisation. If applicable, **[…]** travel days shall be added to the duration of the activity period and included in the calculation of the individual support.

2.4 The total duration of the mobility period shall not exceed **[…]** days [to be completed by the beneficiary according to the Erasmus + Programme Guide rules]

ARTICLE 3 – FINANCIAL SUPPORT

3.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide.

3.2 The invited expert shall receive a financial support from Erasmus+ EU funds for **[…]** days, [the number of days shall be equal to the duration of the physical mobility period plus travel days].

3.3 The total financial support for the mobility period is **[…]** EUR representing individual support and travel.

The amount for individual support is **[…]** EUR per day up to the 14th day of activity and **[…]** EUR from the 15th day (70% of the daily rate, rounded to the full amount).

3.4 [Select Option 1 or Option 2]

[Option 1]

The organisation shall provide the invited expert with the required support in the form of a payment of the amount specified in Article 3.3.

[Option 2]

The organisation shall provide the invited expert with the required support in the form of a payment of the following amount **[…]** EUR and in the form of direct provision of [travel/ accommodation] in the amount of **[…]** EUR.

The organisation shall ensure that the direct provision of services will meet the necessary quality and safety standards.

In addition to the financial support specified in Article 3.3, the receiving organization shall provide the participant with support for inclusion in the amount of EUR […], if the invited expert qualifies for it.

The participant qualifies for:  Inclusion support

3.5 The reimbursement of costs incurred in connection with the inclusion support, when applicable, shall be based on the supporting documents provided by the participant.

3.6 The financial support may not be used to cover costs for actions already funded by Union funds.

3.7 Notwithstanding article 3.6, the financial support is compatible with any other source of funding, in case of mobility that includes the revenue that the invited expert could receive working beyond his/her activities as long as he/she carry out the activities foreseen in Annex I.

ARTICLE 4 – PAYMENT ARRANGEMENTS

4.1 Within 30 calendar days following the signature of the agreement by both parties or upon receipt of confirmation of arrival, and no later than the start date of the mobility period as specified in article 2.3, a pre-financing shall be made to the invited expert representing [Receiving organisation to choose between 80% and 100%] of the amount specified in Article 3.3, constituting in advance to the invited expert and / or by contracting by the beneficiary organization the transport services, accommodation, etc.

In case the invited expert did not provide the supporting documents in time, according to the receiving organisation's timeline, a later payment of the pre-financing can be exceptionally accepted, based on justified reasons.

4.2 If the payment under article 4.1 is lower than 100% of the financial support, the submission of the on-line EU survey shall be considered as the invited expert's request for payment of the balance of the financial support. The organisation shall have 45 calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.

4.3 The proof of the actual start and end dates of the period of activity, is taken into consideration based on the Erasmus+ Learning programme provided by an invited expert.

ARTICOLUL 5 – ASIGURARE

5.1 The receiving organisation shall make sure that the invited expert has adequate insurance coverage either by providing itself the insurance, or by providing the participant with the relevant information and support to take out an insurance on their own.

5.2 Insurance coverage shall include at minimum a health insurance, a liability insurance and an accident insurance. [In the case of intra-EU mobility, the invited expert’s national health insurance will include a basic coverage during their stay in another EU country through the European Health Insurance Card. However, this coverage may not be sufficient for all situations, for example in case of repatriation or special medical intervention or in case of international mobility. In that case, a complementary private health insurance may be needed. Liability and accident insurances cover damages caused by the invited expert or to the invited expert during their stay abroad. Varying regulation of these insurances is in place in different countries and participants run the risk of not being covered by standard schemes, for example if they are not considered to be employees or formally enrolled at their receiving organisation. In addition to the above, insurance against loss or theft of documents, travel tickets and luggage is recommended].

[It is recommended to also include the following information:]

[Insurance provider(s), insurance number and insurance policy]

ARTICLE 6 – FINAL PARTICIPANT REPORT (EU SURVEY)

6.1. The participant shall complete and submit the online EU Survey after the mobility abroad within 30 calendar days upon receipt of the invitation to complete it. Participants who fail to complete and submit the online EU Survey may be required by their organisation to partially or fully reimburse the financial support received.

ARTICLE 7 – DATA PROTECTION

7.1 The organisation shall provide the invited expert with the relevant privacy statement for the processing of his/her personal data before these are encoded in the electronic systems for managing the Erasmus+ mobilities.

<https://ec.europa.eu/programmes/erasmus-plus/specific-privacy-statement_en>

ARTICLE 8 – LAW APPLICABLE AND COMPETENT COURT

8.1 This contract is considered to be of a civil nature. The use of the grant is subject to the terms of this contract, the applicable rules of the European Union and, subsidiary, Romanian law.

8.2 The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the receiving organisation and the invited expert, concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

SIGNATURES

Invited expert Receiving organisation

Legal representative

[name / forename] [name / forename / function]

[signature] [signature]

Done at [place], [date] Done at [place], [date]

|  |  |
| --- | --- |
|  |  |

**Annex I**

Erasmus+ Learning programme provided by an invited expert

**( a copy of the document will be attached)**

**Annex II - GENERAL CONDITIONS**

**Article 1: Liability**

Each party of this agreement shall exonerate the other from any civil liability for damages suffered by him or his 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 his staff.

The National Agency of Romania, the European Commission or their staff shall not be held liable in the event of a claim under the agreement relating to any damage caused during the execution of the mobility period. Consequently, the National Agency of Romania or the European Commission shall not entertain any request for indemnity of reimbursement accompanying such claim.

**Article 2: Termination of the agreement**

In the event of failure by the invited expert to perform any of the obligations arising from the agreement, and regardless of the consequences provided for under the applicable law, the organisation is legally entitled to terminate the agreement without any further legal formality where no action is taken by the invited expert within one month of receiving notification by registered letter.

**Article 3: Recovery**

The financial support or part thereof shall be recovered by the receiving organisation if the invited expert does not comply with the terms of the agreement. If the participant terminates the agreement before it ends, he/she shall have to return the amount of the grant already paid, except if agreed differently with the receiving organisation. The latter shall be reported by the receiving organisation and accepted by the National Agency.

In case of termination by the invited expert due to "force majeure", i.e. an unforeseeable, exceptional situation or event beyond the invited expert 's control and not attributable to error or negligence on his/her part, the invited expert shall be entitled to receive the amount of the grant corresponding to the actual duration of the mobility period. Any remaining funds shall have to be refunded.

**Article 4: Data Protection**

All personal data contained in the agreement shall be processed in accordance with Regulation (EC) No 2018/1725 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the EU organisations and bodies and on the free movement of such data. Such data shall be processed solely in connection with the implementation and follow-up of the agreement by the receiving 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[[1]](#footnote-2) (Court of Auditors or European Antifraud Office (OLAF)).

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

**Article 5: Checks and Audits**

The parties of the agreement undertake to provide any detailed information requested by the European Commission, the National Agency of Romania or by any other outside body authorised by the European Commission or the National Agency of Romania to check that the mobility period and the provisions of the agreement are being or were properly implemented.

1. Additional information on the purpose of processing your personal data, what data we collect, who has access to it and how it is protected, can be found at:

   <https://erasmus-plus.ec.europa.eu/erasmus-and-data-protection/privacy-statement-mobility-tool> [↑](#footnote-ref-2)