**GRANT AGREEMENT – ERASMUS+**

 **for invited expert**

Project code: [2023-1-RO01-KA121-ADU-000XXXXXX]

[This template is applicable to individual learners and staff mobility activities in the fields of school education, adult education and vocational education and training. The text in blue is guidance for using this grant agreement template. Please remove this text once the document is completed. The field in grey should be replaced by the relevant information for each case. Options [*in green square brackets*] mean that the applicable option must be chosen and not chosen options should be deleted.]

Field: Adult education

Activity type: Invited Expert

Erasmus+ mobility ID number: [if available – or n/a]

###### **PREAMBLE**

This **Agreement** (‘the Agreement’) is **between** the following parties:

Full official name of receiving organisation: [full official name of the sending organisation]

Official address in full: [official address in full]

Official legal form: [official legal form]

Official registration No: [official registration No]

OID: [OID],

Erasmus+ accreditation No: [20XX-1-RO01-KA120-SCH/ADU-000XXXXXX] (if applicable)

Email address: [E-mail]

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

**and** **on the other part**

Invited expert First name and family name: [first name and family 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”.

The parties referred to above have agreed to enter into this Agreement.

The Agreement is composed of:

Terms and Conditions

 Annex: Erasmus+ Learning programme provided by the invited expert [[1]](#footnote-2)

The terms set out in the Terms and Conditions will take precedence over those set out in the annex.

###### **TERMS AND CONDITIONS**

#### ARTICLE 1 – SUBJECT OF THE AGREEMENT

* 1. This agreement sets out the rights and obligations and terms and conditions applicable to the financial support awarded to carry out a mobility activity under the Erasmus+ Programme.
	2. The organisation will provide support to the invited expert for undertaking a mobility activity.
	3. 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 the Annex.
	4. Amendments to this grant agreement will 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 grant agreement will enter into force on the date when the last of the two parties signs this grant agreement.

2.2 The grant agreement will cover the period from [date] to [date][this period includes the physical and virtual components of the mobility, as detailed in the Annex, and the travel days].

2.3 The detailed timing of activities is described in the Annex to this agreement.

2.4. The total funded duration of the mobility period will be [...] days but cannot exceed [...] days. [It will be completed according to the periods indicated in the Program Guide for this type of activity, 2 to 60 days].

2.5. The physical activity will start no earlier than [dd/mm/yyyy] and will end no later than [dd/mm/yyyy], with a duration of [...] days. The start date of the physical activity period is the first day the participant is required to be present at the host organization. The end date of the physical activity period is the last day the participant is required to be present at the host organization.

2.6. The time allocated for travel is excluded from the duration of the activity period. [...] days of travel will be added to the duration of the activity period and will be included in the calculation of individual support.

#### **ARTICLE 3 – FINANCIAL SUPPORT**

3.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide 2023 version.

3.2 The invited expert will receive a financial support from Erasmus+ EU funds for […] days [the number of days will be equal to the duration of the physical mobility period plus travel days; if the participant is not going to receive financial support for a part or the entire mobility period, this number of days should be adjusted accordingly].

3.3 The invited expert may submit a request concerning the extension of the physical mobility period within the limit set out in the Erasmus+ Programme Guide [X]days [to be completed by the beneficiary according to the Erasmus+ Programme Guide rules]. If the organisation agrees to extend the duration of the mobility period, the agreement will be amended accordingly.

3.4 [Select option 1 or 2]

*[Option 1*

The organisation will provide the invited expert with the required support in the form of a payment of EUR […].*]*

*[Option 2*

The organisation will provide the participant with the required support in the form of a payment of the following amount […] EUR and in the form of direct provision of [travel/ accomodation]

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

The participant qualifies for: 🞏 Inclusion support.

3.5 The participant is entitled to receive a reimbursement of 100% of the eligible inclusion support costs. The reimbursement of costs incurred will 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 learner mobility, the revenue that the participant could receive working beyond their studies/traineeship is compatible as long as they carry out the activities foreseen in the Annex.

#### **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 2.2, a pre-financing will be made to the participant representing […%] [Receiving organisation to choose between 80% and 100%] of the amount specified in Article 3.4. In case the participant did not provide the supporting documents in time, according to the sending 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 participant report via the online EU Survey tool will be considered as the participant's request for payment of the balance of the financial support. The organisation will have 30 calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.

#### **ARTICLE 5 – RECOVERY**

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

#### **ARTICLE 6 – INSURANCE**

6.1 The organisation will make sure that the invited expert has adequate insurance coverage either by providing itself the insurance, or by making an agreement with the receiving organisation for the latter to provide the insurance, or by providing the participant with the relevant information and support to take out an insurance on their own. [In case the receiving organisation is identified as the responsible party in art 6.3, a specific document will be attached to this grant agreement defining the conditions of the insurance provision and including the consent of the receiving organisation.]

6.2 Insurance coverage will include at minimum a health insurance, a liability insurance and an accident insurance. [*In the case of intra-EU mobility, the participant’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 participant or to the participant 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. The National Agency may amend Article 6.2 if there is a justification to adapt the default requirements to the national context.]*

[It is recommended to also include the following information:][Insurance provider(s), insurance number and insurance policy].

6.3 The responsible party for taking the insurance coverage is: [ the invited expert OR the receiving organisations] [In the case of separate insurances, the responsible parties may be different and will be listed here according to their respective responsibilities].

#### **ARTICLE 7 – ONLINE LINGUISTIC SUPPORT (OLS)**

*[Option if participant is using OLS:*

7.1 The participant will follow the OLS language course assigned to them by the organisation. *[Option if the beneficiary wants to request an OLS assessment:* The participant must carry out the OLS language assessment by the deadline defined by the organisation.*]*

7.2 The organisation will provide the participant with access to the OLS platform in a timely manner, in order to enable them to comply with the above requirements. The participant will immediately inform the organisation if they experience any technical or other issues when using the OLS platform.*]*

*[Option if participant is not using OLS: N/A]*

#### **ARTICLE 8 – PARTICIPANT REPORT (EU SURVEY) - N/A**

8.1 The participant will complete and submit the online EU Survey after the mobility activity 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.

8.2 A complementary online survey may be sent to the participant allowing for full reporting on recognition issues.

#### **ARTICLE 9 – ETHICS AND VALUES**

9.1 Ethics: The mobility activity must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.

9.2 Values: The invited expert 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

9.3 If the invited expert breaches any of its obligations under this Article, the grant may be reduced.

####  **ARTICLE 10 – DATA PROTECTION**

10.1 The organisation will provide the invited expert with the relevant privacy statement for the processing of their personal data before these are encoded in the electronic systems for managing the Erasmus+ mobilities.

<https://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>

10.2 All personal data contained in the agreement will 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 will be processed solely in connection with the implementation and follow-up of the agreement by the sending 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 invited expert may, on written request, gain access to his personal data and correct any information that is inaccurate or incomplete. The invited expert should address any questions regarding the processing of his/her personal data to the sending 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 11 – TERMINATION OF THE AGREEMENT**

11.1 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 participant within one month of receiving notification by registered letter.

11.2 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 will be entitled to receive the amount of the grant corresponding to the actual duration of the mobility period. Any remaining funds will have to be refunded.

#### **ARTICLE 12 – CHECKS AND AUDITS**

12.1 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 implanted.

#### **ARTICLE 13 – LIABILITY**

13.1 Each party of this agreement will 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.

13.2 The National Agency of Romania, the European Commission or their staff will 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 will not entertain any request for indemnity of reimbursement accompanying such claim.

#### **ARTICLE 14 – LAW APPLICABLE AND COMPETENT COURT**

14.1 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.

14.2 The competent court determined in accordance with the applicable national law will have sole jurisdiction to hear any dispute between the 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: Learning programme** provided by the invited expert

1. It is not compulsory to circulate documents with original signatures for the Annex of this agreement: scanned copies of signatures and electronic signatures may be accepted, depending on the national legislation. [↑](#footnote-ref-2)