**Grant agreement template for Erasmus+ study and/or traineeship mobility participants (KA171-HED)**

[This template is applicable for participants taking part in study and traineeship mobility activities in the higher education sector for KA171-HED projects. The **bracketed text in yellow** is guidance for using this grant agreement template, which must be taken into account and then removed once the document is completed. The **bracketed text in cyan** should be edited/replaced by the relevant information for each case. **The content of the template sets minimum requirements and as such, they must not be deleted.** The beneficiary/HEI/sending/receiving organisation can add further provisions, if necessary.]

Field: Higher Education

Academic year: [20../20..]

[For outgoing mobility: Full official name of the sending institution]

[For incoming mobility: Full official name of the beneficiary organisation]

Erasmus code:

Address: [official address in full]

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,

Participant first and last name(s):

Date of birth:

Address: [official address in full]

Phone:

E-mail:

[For all participants receiving financial support from Erasmus+ EU funds, except those receiving only a zero-grant from EU funds, if a European bank account is available.]

|  |
| --- |
| Bank account where the financial support should be paid:  Bank account holder (if different than participant):  Bank name:  Clearing/BIC/SWIFT number:  Account/IBAN number: |

Called hereafter „the participant”, of the other part,

HAVE AGREED

to the Special Conditions and Annexes below which form an integral part of this agreement („the agreement"):

Annex I [Erasmus+ learning agreement for student mobility for studies/ Erasmus+ learning agreement for student mobility for traineeships/ Erasmus+ learning agreement for student mobility for studies and traineeships]

Annex II General Conditions

Annex III Erasmus Student Charter

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

The participant receives [choose one option]:

🗆 a financial support from Erasmus+ EU funds

🗆 a zero-grant

Sprijinul financiar include [bifat ce se aplică]:

🗆 Base amount for individual support for long-term physical mobility

🗆 Base amount for individual support for short-term physical mobility

🗆 Top-up amount for students and recent graduates with fewer opportunities on long-term mobility, 250 EUR / month

🗆 Top-up amount for students and recent graduates with fewer opportunities on short-term mobility (between 5 – 14 days), a single contribution of 100 EUR

🗆 Top-up amount for students and recent graduates with fewer opportunities on short-term mobility (between 15 - 30 days), a single contribution of 150 EUR

🗆 Additional individual support for travel days

🗆 Travel support (standard travel amount)

🗆 Travel support (green travel amount)

🗆 Exceptional cost for expensive travel (based on real costs)

🗆 Inclusion support for participants (based on real costs)

[It is not compulsory to circulate papers with original signatures for Annex I of this document: scanned copies of signatures and electronic signatures may be accepted, depending on the national legislation or institutional regulations.]

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

1.1 The organisation shall provide support to the participant for undertaking a mobility activity under the Erasmus+ Programme.

1.2 The participant accepts the support specified in Art. 3 and undertakes to carry out the [study / traineeship / study and traineeship] mobility activity as described in Annex I.

1.3. Amendments to the agreement shall be requested and agreed by both parties through a formal exchange 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 physical mobility period shall start on [date] at the earliest and end on [date] at the latest. The start date of the physical mobility period shall be the first day that the participant needs to be physically present at the receiving organisation and the end date shall be the last day the participant needs to be physically present at the receiving organisation. [Organisation to select for participants attending a language course provided by another organisation than the receiving organisation as a relevant part of the mobility period abroad: The start date of the mobility period shall be the first day of language course attendance outside the receiving organisation.]

2.3 The minimum duration of the physical mobility period is [for long-term physical mobility:2 months / for short-term physical mobility:5 days]. The total duration of the physical mobility period must not exceed [for long-term physical mobility:12 months / for short-term physical mobility:30 days], including any zero-grant duration.

2.4 The participant may submit a request concerning the extension of the mobility period within the limits set out at Art. 2 point 2.3 and the Erasmus+ Programme Guide. If the organisation agrees to extend the duration of the mobility period, the agreement shall be amended accordingly.

2.5 Supporting documents that are necessary as proof of participation in the mobility: the transcript of records/traineeship certificate/ and statement attached to these documents (certificate of attendance) signed by the receiving organisation must specify the name of the participant, type of mobility activity, the confirmed start and end dates of duration of the mobility period, including the virtual component in case of blended mobility. In addition, the participant must provide proof of the actual travel to the host country (if applicable, tickets used for the means of transportation or boarding passes or invoices for the accomodation services etc.).

ARTICLE 3 – FINANCIAL SUPPORT

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

3.2 The participant receives financial support from Erasmus+ EU funds for [for long-term physical mobility] [...] months and [...] days / [for short-term physical mobility] [...] days] of physical mobility. [if applicable]In addition, [...] travel days are added and included in the calculation of the individual support.[If the participant is not going to receive financial support for the entire mobility period, this number of days should be adjusted accordingly.]

3.3 The total financial support for the mobility period is EUR […], corresponding to individual support of [for long-term physical mobility] EUR [...] per month and EUR [...] per extra days in the case of an incomplete month / [for short-term physical mobility] EUR 70 per day up to the 14th day of physical activity and EUR 50 per day from the 15th day and up to the 30th day of physical activity, EUR […] for travel support, [if applicable:] EUR […] [per month / as a single contribution] for the applicable top-up amount, [if applicable:] EUR […] for additional individual support for travel days, [if applicable:] EUR […] for inclusion support for participants, [if applicable:] EUR […] for exceptional cost for expensive travel. The amount corresponding to individual support is determined by multiplying the number of [days/months] specified in Art. 3 point 3.2 with the rate applicable per [day/month] for the receiving country concerned, including the applicable top-up amount. [For long-term physical mobility:] In the case of an incomplete month, the individual support is calculated by multiplying the number of days in the incomplete month with 1/30 of the unit cost per month.

[For zero-grant, the total financial support is EUR 0 (zero).]

3.4 When applicable, the contribution towards costs incurred in connection with travel ([choose what is applicable, if the participant is eligible for the respective categories of support:]standard travel; green travel; exceptional cost for expensive travel, based on real costs) or inclusion needs ([choose what is applicable, if the participant is eligible for the respective categories of support:]top-up amount for students and recent graduates with fewer opportunities; inclusion support for participants, based on real costs) shall be based on the supporting documents provided by the participant.

3.5 The financial support may not be used to cover similar costs already funded by EU funds.

3.6 Notwithstanding Art. 3 point 3.5, the grant is compatible with any other source of funding. This includes a salary that the participant could receive for their traineeship or for any work outside their mobility activities as long as they carry out the activities foreseen in Annex I.

ARTICLE 4 – PAYMENT ARRANGEMENTS

4.1 [For outgoing mobility: Within 30 calendar days following the signature of the agreement by both parties, and no later than the start date of the mobility period, a pre-financing payment shall be made to the participant.]

[For incoming mobility: A pre-financing payment shall be made to the participant in a timely manner after the arrival of the participant.]

The payment shall be made to the participant representing [organisation to choose: 80%-100%] of the amount specified in Art. 3. In case the participant did not provide the supporting documents in time, according to the funding organisation's timeline, a later payment of the pre-financing can be exceptionally accepted, based on justified reasons.

4.2 If the payment under Art. 4 point 4.1 is lower than 100% of the financial support, the submission of the participant final report (via the online EUSurvey tool) shall be considered as the participant's request for payment of the balance of the financial support. The organisation shall have [for outgoing mobility:45 / for incoming mobility:20] calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.

ARTICLE 5 – INSURANCE

5.1 The organisation shall make sure that the participant 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 an insurance on their own. [In case the receiving organisation is identified as the responsible party in Art 5 point 5..3, a specific document shall be attached to this grant agreement defining the conditions of the insurance provision and including the consent of the receiving organisation.]

5.2 Insurance coverage shall include at minimum a health insurance [mandatory for traineeships and optional for study mobilities, the organisation will choose what is applicable:, a liability insurance and an accident insurance].[Explanation: In the case of intra-European 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.]

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

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

ARTICLE 6 – ONLINE LANGUAGE SUPPORT (OLS)[Only applicable for mobilities for which the main language of instruction or work is available in the Online Language Support (OLS) tool, with the exception of native speakers]

6.1. [Only for students and recent graduates whose mobility lasts 14 days or more] The participant must carry out the OLS language assessment in the language of mobility (if available) before the mobility period. The completion of the online assessment before departure is a pre-requisite for the mobility, except in duly justified cases.

[For staff and participants whose mobility lasts less than 14 days] The participant can carry out the OLS language assessment in the language of mobility (if available) before the mobility period.

6.2 [Optional - only if not included in the Learning Agreement] The level of language competence in [main language of instruction/work to be specified] that the participant already has or agrees to acquire by the start of the mobility period is: A1☐A2☐B1☐ B2☐ C1☐ C2☐.

6.3 [Only applicable to participants who need to follow an OLS language course to improve their level]The participant can follow OLS language courses, starting as soon as they receive access and making the most out of the service.

ARTICLE 7 – PARTICIPANT REPORT

7.1 The participant shall complete and submit the participant report on their mobility experience (via the online EUSurvey tool) within [30]/[for incoming long-term student mobility only:10] calendar days upon receipt of the invitation to complete it. Participants who fail to complete and submit the online participant report may be required by their organisation to partially or fully reimburse the financial support received.

7.2 A complementary online survey may be sent to the participant allowing for full reporting on recognition issues at the sending organisation.

ARTICLE 8 – DATA PROTECTION

8.1 The funding organisation shall provide the participants 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>.

ARTICLE 9 – APPLICABLE LAW AND COMPETENT COURT

* 1. The Agreement is governed by civil law. Grant use is subject to the terms of the current Agreement, the governing EU rules and, additionally, the Romanian legislation.
  2. The competent courts are the courts in the locality where the organisation is estabished, which have sole jurisdiction to resolve any dispute between the organisation and the participant concerning the interpretation, application or validity of this agreement, if such dispute cannot be settled amicably.
  3. The agreement has been signed in 4 copies, all in original, 2 in Romanian and 2 in English, one for each party. In case of divergent interpretations of the terms of agreement, the Romanian version shall prevail.

SIGNATURES

|  |  |
| --- | --- |
| For the participant | For the organisation |
| **[name / forename]** | **[name / forename / function]** |
|  |  |
| [signature] | [signature] |
|  |  |
| Done at [place], [date] | Done at [place], [date] |
| The participant has read, fully understood and expressly accepted, by signing, the content and effects of all the terms of the agreement, the annexes to the agreement – Annex I, Annex II, and Annex III, representing the agreement of both parties, specifically including:  (a1) the terms of the agreement: the provisions of point 3.5 and point 3.6 of Article 3 „Financial Support“, the provisions of the final claim of point 7.1 of Article 7 „Participant Report“, the provisions of Article 9 „Applicable Law and Competent Court“.    (b1) the terms of Annex II – General Conditions: the provisions of Article 1 „Liability“, Article 2 „Termination of the Agreement“, and Article 4 „Checks and Audits”.  SIGNATURE  For the participant  **[name / forename]**  **[**signature**]**  Done at [place], [date] | |

**Annex I**

**[Erasmus+ learning agreement for student mobility for studies /**

**Erasmus+ learning agreement for student mobility for traineeships /**

**Erasmus+ learning agreement for student mobility for studies and traineeships]**

**Annex II**

**GENERAL CONDITIONS**

**Article 1: Liability**

Each party of this agreement shall exonerate 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 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 participant 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 or cancel the agreement without any further legal formality where no action is taken by the participant within one month of receiving notification by registered letter.

If the participant terminates the agreement before its agreement ends or if they fail to follow the agreement in accordance with the rules, they shall have to refund the amount of the grant already paid, except if agreed differently with the sending organisation.

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

**Article 3: 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 institutions 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 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[[1]](#footnote-1) (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. They should address any questions regarding the processing of their personal data to the sending organisation and/or the National Agency. 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.

**Article 4: 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 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://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement> [↑](#footnote-ref-1)