**Anexa 6: Template**

**Grant Agreement for Erasmus+ student mobility for studies and/or traineeship (KA171-HED)**

[This template is applicable for student mobility activities in the higher education sector. 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 blue** 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 can add further provisions, if necessary.]

Field: Higher Education

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

**PREAMBLE**

This **Agreement** (called hereafter „the agreement”) is **between** the following parties:

**on the one part,**

Official name of the beneficiary organisation: [**Full official name of the beneficiary organisation**]

Full official address: [...]

Official legal form: [...]

Official registration number: [...]

VAT number: [...]

OID: [...]

Erasmus code: [...]

E-mail address: [...]

called hereafter „the beneficiary organisation” represented for the purposes of signature of this agreement by [surname, forename, function],

**and**

**on the other part:**

Full name of the participant: [**surname and forename of the participant**]

Date of birth: [...]

Full official address: [...]

Telephone number: [...]

E-mail address: [...]

[For participants receiving financial support from Erasmus+, except those receiving only a zero-grant from EU funds:]

Bank account where the financial support should be paid:

Bank account holder: [...]

Bank name: [...]

Clearing/BIC/SWIFT number: [...]

Account/IBAN number: [...]

called hereafter „the participant”.

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

The Agreement is composed of:

Terms and Conditions

Annex 1: [choose what is applicable: 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][[1]](#footnote-1)

Annex 2: Erasmus Student Charter

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

The participant receives: [choose one option]

🗆 A financial support from Erasmus+ EU funds

🗆 A zero-grant

The total amount includes: see Article 3.

# TERMs AND CONDITIONS

**ARTICLE 1 — SUBJECT OF THE AGREEMENT**

1.1 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.

1.2 The beneficiary organisation will provide support to the participant for undertaking a mobility activity under the Erasmus+ Programme.

1.3 The participant accepts the support or the provision of services as specified in Article 3 and undertakes to carry out the studies and/or traineeship mobility activity as described in the Annex 1.

1.4 Amendments to this grant agreement will be requested and agreed by both parties through a formal notification in writing, 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 period covered by the grant agreement includes:

* a physical mobility period starting on [date] at the earliest and ending on [date] at the latest, equal to a total number of [calculated number of mobility days] days. 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. [The beneficiary 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.]
* [if applicable: [number of days] travel days included in the calculation of the additional individual suport.]
* [for blended mobility: a virtual component starting on [date] and ending on [date].]

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 Supporting documents that are necessary as proof of participation in the mobility: [choose what is applicable: transcript of records and annexed statement (certificate of attendace) / traineeship certificate and annexed statement (certificate of attendace)] 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, 2023 version.

3.2 The participant will receive a financial support from Erasmus+ EU funds [for long-term physical mobility: for [...] months and [...] days / for short-term physical mobility: for [...] days] of physical mobility. [if applicable: In addition, [...] travel days are added and included in the calculation of the additional individual support.] [if the participant will not receive financial support for the entire mobility period, the number of days shall be adjusted accordingly.]

3.3 The participant may submit a request concerning the extension of the physical mobility period within the conditions set out in point 2.3 of Article 2, as well as the Erasmus+ Programme Guide. If the beneficiary organisation agrees to extend the duration of the mobility period, the agreement will be amended accordingly.

3.4 The beneficiary organisation shall provide the participant the total financial support for the mobility period in the amount of […] euro, corresponding to:

* [for long-term physical mobility: individual support for long-term physical mobility of [...] euro [choose what is applicable: including: top-up amount for students and recent graduates with fewer opportunities on long-term mobility of 250 euro; / additional individual support for travel days].
* [for short-term physical mobility: individual support for short-term physical mobility of [...] euro [choose what is applicable: including: top-up amount for students and recent graduates with fewer opportunities on short-term mobility (between 5 – 14 days) of 100 euro as a single contribution; / top-up amount for students and recent graduates with fewer opportunities on short-term mobility (between 15 – 30 days) of 150 euro as a single contribution; / additional individual support for travel days].
* [choose what is applicable: standard travel / „green travel”] support of […] euro;
* [if applicable: inclusion support for participants (based on real costs) of […] euro;].

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

3.5 When applicable, the contribution towards costs incurred in connection with travel support or inclusion needs (standard travel; „green travel”; 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.

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

3.7 Notwithstanding Article 3.6, the financial support is compatible with any other source of funding. This includes a salary that the participant could receive for their teaching activities, or for any work outside their mobility activities as long as they carry out the activities foreseen in Annex 1.

**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 [the beneficiary organisation to choose: 80% - 100%] of the amount specified in Article 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 point 4.1 of Article 4 is lower than 100% of the financial support, the submission of the participant report via the online EUSurvey tool shall be considered as the participant's request for payment of the balance of the financial support. The beneficiary 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 – RECOVERY**

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

**ARTICLE 6 – INSURANCE**

6.1 The beneficiary organisation shall make sure that the participant has adequate insurance coverage either by providing itself the insurance, or by making an agreement with the [for outgoing mobility: receiving / for incoming mobility: sending] 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/sending organisation is identified as the responsible party in point 6.3 of Article 6, a specific document will be attached to this grant agreement defining the conditions of the insurance provision and including the consent of the receiving/sending organisation.]

6.2 Insurance coverage shall include at minimum a health insurance [the following are mandatory for traineeship mobility and optional for studies mobility, the beneficiary organisation will choose what is applicable: a liability insurance / 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/sending 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: ...]

[Insurance policy: ...]

6.3 The responsible party for taking the insurance coverage is: [choose what is applicable: the beneficiary organisation / the participant / the [for outgoing mobility: receiving / for incoming mobility: sending] organisation]. [In the case of separate insurances, the responsible parties may be different and will be listed here according to their respective responsibilities.]

**ARTICLE 7 – LANGUAGE LEVEL AND ONLINE LANGUAGE SUPPORT (OLS)**

7.1 The participant may carry out the OLS language assessment in the language of mobility (if available) before the mobility period and make use of the language courses available on the OLS platform.

7.2 [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: [choose what is applicable: A1 / A2 / B1 / B2 / C1 / C2].

**ARTICLE 8 – PARTICIPANT REPORT (EUSURVEY)**

8.1 The participant shall complete and submit the participant report on their mobility experience (via the online EUSurvey tool) within [ 30 / for incoming long-term mobility: 10] calendar days upon receipt of the invitation to complete it.

8.2 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.

**ARTICLE 9 – ETHICS AND EU 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 participant 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 a participant breaches any of its obligations under this Article, the grant may be reduced.

**ARTICLE 10 – DATA PROTECTION**

10.1 The beneficiary 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>.

10.2 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 beneficiary 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)).

10.3 The participant may, on written request, gain access to his personal data and correct any information that is inaccurate or incomplete. The participant should address any questions regarding the processing of his/her personal data to the beneficiary organisation and/or the National Agency. The participant 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 participant to perform any of the obligations arising from the agreement, and regardless of the consequences provided for under the applicable law, the beneficiary 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.

11.2 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 to the beneficiary organisation.

**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 properly implemented.

**ARTICLE 13 – LIABILITY**

13.1 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.

13.2 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 14 – APPLICABLE LAW AND COMPETENT COURT**

14.1 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.

14.2 The competent courts are the courts in the locality where the beneficiary organisation is established, which have sole jurisdiction to resolve any dispute between the beneficiary organisation and the participant concerning the interpretation, application or validity of this agreement, if such dispute cannot be settled amicably.

14.3 The agreement is signed in [the beneficiary organisation shall adapt as applicable: 4 copies, 2 in Romanian and 2 in English, with equal legal value, one copy for each party]. In case of divergent interpretations of the terms of agreement, the Romanian version prevails.

SIGNATURES

|  |  |
| --- | --- |
| For the participant | For the beneficiary organisation |
| **[surname, forename]** | **[surname, forename, function]** |
|  |  |
| Signature | Signature and stamp (if applicable) |
|  |  |
| 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 1 and Annex 2, representing the agreement of both parties, specifically including the terms of the agreement: the provisions of point 3.6 and point 3.7 of Article 3 „Financial Support“, the provisions of point 8.2 of Article 8 „Participant Report (EUSurvey)“, the provisions of Article 11 „Termination of the Agreement“, the provisions of Article 12 „Checks and Audits“, the provisions of Article 13 „Liability“, the provisions of Article 14 „Applicable Law and Competent Court“.

SIGNATURE

|  |
| --- |
| For the participant |
| **[surname, forname]** |
|  |
| Signature |
|  |
| Done at [place]  Date \_\_\_\_\_\_\_\_ |

1. It is not compulsory to circulate documents with original signatures for Annex 1 of this agreement: scanned copies of signatures and electronic signatures may be accepted (including via the Erasmus Without Paper Network), depending on the national legislation or institutional regulations. [↑](#footnote-ref-1)