

## GRANT AGREEMENT MODEL FOR ERASMUS+ [HE] STUDIES AND/OR TRAINEESHIPS

**Agreement number: based on the specified sample**

*[This template can be adapted by the HEI, but the content of the template are minimum requirements]*

### [Full official name of the sending institution and Erasmus Code]

Address: [official address in full]

Called hereafter "the institution", represented for the purposes of signature of this agreement by [name(s), forename(s) and function] of the one part, and

### [Student name and forename]

Date of birth: [date of birth]

Nationality: [nationality]

Address: [official address in full]

Phone: [phone]

E-mail: [e-mail]

Sex: [M/F]

Academic year: 2014/2015

Study cycle: [First cycle/Second cycle/Third cycle/Short cycle]

Number of completed higher education study years: [number of completed higher education study years]

Subject area: [degree in sending institution]

Code: [ISCED-F code]

Student with: /  a financial support from EU funds

/  a zero-grant from EU funds

/  a financial support from EU funds combined with zero-grant from EU funds days

A pénzügyi támogatás tartalmaz:

/  Special needs support

/  Financial Support to student with disadvantaged background (100 €/month)

Bank account where the financial support should be paid:

Bank account holder (if different than student):

Bank name:

Clearing/BIC/SWIFT number:

Account/IBAN number:

Called hereafter “**the participant**” of the other part, have agreed the **Special Conditions** and **Annexes** below which form an integral part of this agreement (“**the agreement**”):

- Annex I            **[Institution to select: Learning Agreement for Erasmus+ mobility for studies/  
Learning Agreement for Erasmus+ mobility for traineeships/Learning Agreement  
for Erasmus+ mobility for studies and for 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.

*[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.]*

## SPECIAL CONDITIONS

### ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

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- 1.1 **The institution** shall provide support to the participant for undertaking a mobility activity for **[studies / traineeships / studies and traineeship]** under the Erasmus+ Programme.
- 1.2 **The participant** accepts the financial support in the amount specified in article 3.1 and undertakes to carry out the mobility activity for **[studies / traineeships / studies and traineeship]** as described in Annex I.
- 1.3. Amendments to **the 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

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- 2.1 **The agreement** shall enter into force on the date when the last of the two parties signs.
- 2.2 The mobility period shall start on **[start date]** at the earliest and end on **[end date]** at the latest. The start date of the mobility period shall be the first day that the participant needs to be present at the receiving organisation. If **the institution** selects for **participants** attending a language course provided by another organisation than the receiving institution as a relevant part of the mobility period abroad then the start date of the mobility period shall be the first day of language course attendance outside the receiving organisation. The end date of the period abroad shall be the last day **the participant** needs to be present at the receiving organisation.
- 2.3 **The participant** shall receive a financial support from EU funds for **[financially supported days]** **days**.
- 2.4 The total duration of the mobility period, including previous participation in the Lifelong Learning Programme Erasmus sub-programme, shall not exceed 12 months for a study cycle.

**Megjegyzés [TTibor1]:** [if the participant has a financial support from EU funds: this number of days shall be equal to the duration of the mobility period;] if the participant has a financial support from EU funds combined with zero-grant days: this number of days shall correspond to the days covered by a financial support from EU funds, which shall be provided at least for the minimum duration of the period abroad, 2 months for traineeships and 3 months for studies; if the participant is a zero-grant participant for the entire period: this number of days should be 0]

- 2.5 Demands to **the institution** to extend the period of stay should be introduced at least one month before the end of the mobility period.
- 2.6 The **Transcript of Records** or **Traineeship Certificate** (or statement attached to these documents) shall provide the confirmed start and end dates of duration of the mobility period.

#### ARTICLE 3 – FINANCIAL SUPPORT

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- 3.1 The financial support for the mobility period has an amount of € [...], corresponding to € [...] per 30 days. **Option: Based on the accepted application for financial support to students with disadvantaged background, the HEI may provide additional monthly 100 € support.**
- 3.2 The final amount for the mobility period shall be determined by multiplying the number of days/months of the mobility specified in article 2.3 with the rate applicable per day/month for the receiving country concerned. In the case of incomplete months, the financial support is calculated by multiplying the number of days in the incomplete month with 1/30 of the unit cost per month
- 3.3 The financial support may not be used to cover similar costs already funded by Union funds.
- 3.4 Notwithstanding article 3.3, the grant is compatible with any other source of funding including revenue that the participant could receive working beyond its studies/traineeship as long as he or she carries the activities foreseen in Annex I.
- 3.5 **The reimbursement of costs incurred in connection with special needs, when applicable, shall be based on the supporting documents provided by the participant.**
- 3.6 The financial support or part thereof shall be repaid if the participant does not comply with the terms of the agreement [NA to complete with specific recovery rules if needed]. However, reimbursement shall not be requested when the participant has been prevented from completing his/her mobility activities as described in Annex I due to force majeure. Such cases shall be reported by the sending institution and accepted by the NA.

#### ARTICLE 4 – PAYMENT ARRANGEMENTS

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- 4.1 Within 30 calendar days following the signature of the agreement by both parties, and no later than the start date of the mobility period or upon receipt of confirmation of arrival, a pre-financing payment shall be made to the participant representing **[between 70% and 100%]** of the amount specified in Article 3 [NA may add: per semester]. In case the participant did not provide the supporting documents in time, according to the sending institution timeline, a later payment of the pre-financing can be exceptionally accepted.
- 4.2 If the payment under article 4.1 is lower than 100% of the maximum grant amount, the submission of the on-line EU survey shall be considered as the participant's request for

payment of the balance of the financial support. The institution shall have 45 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 participant shall have adequate insurance coverage. [Optional but recommended: the insurance number/reference and the insurance company.] The participant is clearly informed about issues related to insurances. Acknowledgement that health insurance coverage has been organised shall be included in this agreement.
- 5.2 [At least for traineeships] Acknowledgement that liability insurance coverage (covering damages caused by the student at the workplace [/study place if foreseen for studies]) has been organised and of how it has been organised shall be included in this agreement.
- 5.3 [At least for traineeships] Acknowledgement accident insurance coverage related to the student's tasks (covering at least damages caused to the student at the workplace [/study place if foreseen for studies]) has been organised and of how it has been organised shall be included in this agreement.

#### ARTICLE 6 – ONLINE LINGUISTIC SUPPORT

*[Only applicable for mobilities starting after 1 October 2014 for the languages available in the on-line tool]*

- 6.1. The participant shall carry out an online assessment of linguistic competences before and at the end of the mobility period if the main language of instruction or work is English, French, German, Italian, or Spanish, or whenever agreed with the sending institution, with the exception of native speakers. The participant shall immediately inform the institution if he/she is unable to carry out the online assessment.
- 6.2 [Optional] The participant shall follow the online [language to be specified] language course in order to prepare for the mobility period abroad, using the licence. The participant shall immediately inform the institution if he/she is unable to carry out the online course.
- 6.3 [Optional] The payment of the final instalment of the financial support is subject to the submission of the compulsory online assessment at the end of the mobility.

#### ARTICLE 7 – EU SURVEY

- 7.1. The participant shall complete and submit the on-line 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 on-line EU Survey may be required by their institution to partially or fully reimburse the financial support received.
- 7.2 A complementary on-line survey may be sent to the participant allowing for full reporting on recognition issues.

**Megjegyzés [TTibor2]:** It shall in every case highlight what is mandatory or recommended. For mandatory insurances, the responsible who takes the insurance (for studies: institution or participant and for traineeships: receiving organisation, sending institution or student) must be stated. This depends highly on the legal and administrative provisions in the sending and receiving country.

**Megjegyzés [TTibor3]:** [Usually basic coverage is provided by the national health insurance of the participant as well during his/her stay in another EU country through the European Health Insurance Card. However, the coverage of the European Health Insurance Card or private insurance may not be sufficient, especially in case of repatriation and specific medical intervention. In that case, a complementary private insurance might be useful. It is the responsibility of the sending institution of the student to ensure that the participant is aware of health insurance issues.]

**Megjegyzés [TTibor4]:** [A liability insurance covers damages caused by the student during his/her stay abroad (independently whether he/she is at work or not). Varying arrangements with respect to liability insurance are in place in different countries engaged in transnational learning mobility for traineeships. Trainees therefore run the risk of not being covered. Therefore it is the responsibility of the sending institution to check that there is liability insurance covering in a mandatory way at least damages caused by the participant at the work place. Annex 1 provides clarity if this is covered by the receiving organisation or not. If not made compulsory by the national regulation of the receiving country, this might not be imposed on the receiving organisation.]

**Megjegyzés [TTibor5]:** [This insurance covers damages to employees resulting from accidents at work. In many countries employees are covered against such accidents at work. However, the extent to which transnational trainees are covered within the same insurance may vary across the countries engaged in transnational learning mobility programmes. It is the responsibility of the sending institution to check that insurance against accidents at work has been organised. Annex 1t provides clarity if this is covered by the host organisation or not. If the receiving organisation does not provide such a coverage (which cannot be imposed if not made compulsory by the national regulation of the receiving country), the sending institution shall ensure that the student is covered by such an insurance (taken either by the sending institution (on a voluntary basis as part of its quality management) or by the participant herself or himself)].

ARTICLE 8 – LAW APPLICABLE AND COMPETENT COURT

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- 8.1 The Agreement is governed by Hungarian Law.
- 8.2 The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the institution and the participant concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

SIGNATURES

For the participant

[name / forename]

[signature]

Done at [place], [date]

For the [institution/organisation]

[name / forename / function]

[signature]

Done at [place], [date]

**ANNEX I**

**Learning Agreement for Erasmus+ mobility for studies and for traineeships**  
**Learning Agreement for Erasmus+ mobility for 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 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 Tempus Public Foundation, 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 Tempus Public Foundation 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 institution 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 he/she fails to follow the agreement in accordance with the rules, he/she shall have to refund the amount of the grant already paid.

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 his/her part, the participant shall be entitled to receive the amount of the grant corresponding to the actual duration of the mobility period as defined in article 2.2. Any remaining funds shall have to be refunded, except if agreed differently with the sending organisation.

#### Article 3: Data Protection

All personal data contained in the agreement shall be processed in accordance with Regulation (EC) No 45/2001 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 institution, 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 participant may, on written request, gain access to his 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 sending institution and/or the National Agency. The participant may lodge a complaint against the processing of his personal data with the [national supervising body for data protection] with regard to the use of these data by the sending institution, the National Agency, or 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 Tempus Public Foundation or by any other outside body authorised by the European Commission or the Tempus Public Foundation to check that the mobility period and the provisions of the agreement are being properly implemented.