

## ANNEX 6: TEMPLATE FOR AGREEMENT BETWEEN BENEFICIARIES AND PARTICIPANTS

### AGREEMENT – ERASMUS+ - MOBILITY OF INDIVIDUALS

#### Study and/or traineeship student mobility

Project code: 2023-1-PL01-KAXXX-HED-0000000000

[This template is applicable for participants taking part in any mobility activities in the higher education sector (KA131 and KA171). The text in yellow 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 must be deleted. The content of the template sets minimum requirements and as such, they must not be deleted. This template can be complemented by the NA or by the beneficiary/HEI/sending/receiving organisation]

Field: Higher Education

Academic year: 20../20..

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

### **PREAMBLE**

This **Agreement** ('the Agreement') is **between** the following parties:

**on the one part,**

the **Organisation** ('the organisation'),

*[Option for outgoing mobility: Full official name of the beneficiary organisation/consortium/sending institution and Erasmus code if applicable]*

*[Option for incoming mobility including incoming invited staff from enterprises: Full official name of the beneficiary organisation/consortium/receiving institution and Erasmus code if applicable]*

Address: [official address in full]

Email:

represented for the purposes of signature of this agreement by [forename and surname, function]

**and**

**on the other part,**

the '**participant**'

[first name and family name]

Date of birth:

Address: [official address in full]

Phone:

Email:

*[Option for participants receiving financial support from Erasmus+, 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:

Bank name:

Clearing/BIC/SWIFT number:

Account/IBAN number:]

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

The Agreement is composed of:

Terms and Conditions

Annex 1: [Erasmus+ learning agreement for student mobility for studies/ Erasmus+ learning agreement for student mobility for traineeships]<sup>1</sup>

*[Option for students only: Annex 2: Erasmus Student Charter]*

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

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<sup>1</sup> 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.

Total amount includes [delete non-applicable options]:

- ☐ 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
- ☐ Top-up amount for students and recent graduates with fewer opportunities on short-term mobility
- ☐ Top-up amount for traineeships [not applicable to KA171 mobility]
- ☐ Top-up amount for green travel to individual support [not applicable to KA171 mobility]
- ☐ Travel support (standard travel or green travel amount)
- ☐ Travel days (additional individual support days)
- ☐ Exceptional cost for expensive travel (based on real costs) [not applicable to KA171 mobility]
- ☐ Inclusion support (based on real costs)

The participant receives [choose one]:

- ☐ a financial support from Erasmus+ EU funds
- ☐ a zero-grant
- ☐ a partial financial support from Erasmus+ EU funds for part of the physical duration [not applicable to KA171 mobility]

## **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 organisation will provide support to the participant for undertaking a mobility activity.
- 1.3 The participant 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 1.
- 1.4 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 mobility period will start on [date] and end on [date].
- 2.3 The period covered by the grant agreement includes:
  - a physical mobility period from [date] to [date], equal to [number of mobility days] days
  - [Option [...]] funded travel days]
  - [Option for blended mobility: a virtual component from [date] to [date]]
- 2.4 The [choose what is applicable: transcript of records/traineeship certificate/certificate of attendance (or statement attached to these documents)] shall provide the confirmed start and end dates of duration of the mobility period, including the virtual component.

### **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 [...] days of [The number of days will be equal to the duration of the physical mobility period plus travel days; if the participant will not receive financial support for a part or the entire mobility period, this number of days are to be adjusted accordingly]
- 3.3 The participant may submit a request concerning the extension of the physical mobility period within the limit set out in the Erasmus+ Programme Guide of [...] 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 [Beneficiary shall select Option 1 or Option 2]
- [Option 1:*
- The organisation shall provide the participant the total financial support for the mobility period *[Option if applicable: and travel days]* in the form of a payment of EUR [.../ *Option for zero-grant participants 0]*
- [Option 2:*
- The organisation shall 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/subsistence]. The organisation shall ensure that the direct provision of services will meet the necessary quality and safety standards. ]
- 3.5 The contribution towards costs incurred in connection with travel or inclusion needs ([choose what is applicable:] [inclusion support, exceptional costs for expensive travel, travel support, green travel top-up, top-up for fewer opportunities]), 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. This includes a salary that the participant could receive for their traineeship or teaching activities, 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 *[Option for outgoing mobility]*

Payment shall be made to the participant no later than (whichever comes first):

- 30 calendar days after the signature of the agreement by both parties

- *[NA/beneficiary to choose one option:* the start date of the mobility period / [Not applicable for participants receiving the top-up for fewer opportunities or inclusion support:] upon receipt of confirmation of arrival by the participant.]

### *[Option for incoming mobility]*

The participant shall receive individual and travel support, if applicable, in a timely manner after the arrival of the participant.

The payment shall be made to the participant representing [...] % [organisation to choose between 70% and 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.

*[Option if the payment under Article 4.1 is lower than 100% of the financial support]*

- 4.2 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 organisation shall have *[Option for outgoing mobility: 45]* *[Option 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 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 shall have to return the amount of the grant already paid, except if agreed differently with the sending organisation. The latter shall be reported by the sending organisation and accepted by the National Agency.

## **ARTICLE 6 – INSURANCE**

- 6.1 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 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 shall include at minimum a health insurance *[mandatory for traineeships and optional for other mobilities:]* and 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].*
- 6.3 The responsible party for taking the insurance coverage is: *[the organisation OR the participant 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 – 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.

*[Option if not included in the Learning Agreement]*

- 7.2 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*☐

## ARTICLE 8 – PARTICIPANT REPORT

- 8.1 The participant shall complete and submit the participant report on their mobility experience (via the online EUSurvey tool) within *[Option for incoming long-term student mobility: 10 / Option for all other mobilities: 30]* 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.

*[Option for students mobility]*

- 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 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 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>
- 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 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)).
- 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 sending 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 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.

## **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 Poland or by any other outside body authorised by the European Commission or the National Agency of Poland 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 Poland, 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 Poland 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 Polish law.
- 14.2 The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the organisation 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 organisation

[name / forename / function]

[signature]

Done at [place], [date]

## **Annex 1**

**[Key Action 1 – HIGHER EDUCATION Institution to select]**

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

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



