

Grant agreement model for Erasmus+ staff mobility for teaching and training between PROGRAMME and PARTNER COUNTRIES

[This template can be adapted by the National Agency (NA) or the higher education institution (HEI), but the contents of this template are minimum requirements. Blue code: directions for NAs/HEIs that should be deleted; yellow code: NA/HEI to select or edit as applicable.]

[The option "invited staff from enterprises" is not available for mobility between Programme and Partner Countries in the 2015 Call and is therefore not included in this template]

[Full official name of the Programme Country 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

Dr/Mr/Mrs/Ms [Participant name(s) and forename(s)]

Seniority in the position:	Nationality:
Address: [official address in full]	Department/unit:
Phone:	E-mail:
Sex: [M/F]	Academic year: 20../20..
Participant with:	financial support from Erasmus+ EU funds <input type="checkbox"/>
	a zero-grant <input type="checkbox"/>
The financial support includes:	special needs support <input type="checkbox"/>
The participant receives financial support other than Erasmus+ EU funds <input type="checkbox"/>	

[Institution to complete the following box (if it does not already have this information) for participants receiving financial support from Erasmus+ EU funds].

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

Annex I	Staff Mobility Agreement
Annex II	General Conditions

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

- 1.1 The institution shall provide support to the participant for undertaking a mobility activity for [teaching/ training/ teaching and training] under the Erasmus+ Programme.
- 1.2 The participant accepts the financial support or the provision of services as specified in article 3 and undertakes to carry out the mobility activity for [teaching/ training/ teaching and training] 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

- 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 [date] and end on [date]. The start date of the mobility period shall be the first day that the participant needs to be present at the receiving institution and the end date shall be the last day the participant needs to be present at the receiving institution.
[Institution to select the applicable option: [Travel time is excluded from the duration of the mobility period.] or [One day for travel before the first day of the activity abroad [and/or] one day for travel following the last day of the activity abroad shall be added to the duration of the mobility period and included in the calculation for individual support.]]
- 2.3 The participant shall receive financial support from Erasmus+ EU funds for [...] days of activity [the number of days shall be equal to the duration of the mobility period, except for zero-grant participants, where the number of days should be 0] and [...] days for travel [for zero-grant participants, the number of travel days should be 0].
[Institution to select if applicable and complete with specific rules if needed: The participant shall receive a financial support other than Erasmus+ EU funds for [...] days of activity.]
- 2.4 The total duration of the mobility period shall not exceed 2 months, with a minimum of 5 days per mobility activity. A minimum of 8 hours of teaching per week has to be respected. For a mobility period exceeding a full week, the minimum number of teaching hours per extra day is calculated as: 8 hours divided by 5, multiplied by the number of extra days. [For teaching mobility – NA to select if applicable: The participant shall teach a total of [...] hours in [...] days].
- 2.5 The participant may submit any request concerning the extension of the mobility period within the limit set out in article 2.4. If the institution agrees to extend the duration of the originally planned mobility period, the agreement shall be amended accordingly.
- 2.6 The Certificate of Attendance shall provide the effective start and end dates of the mobility period.

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1. [NA/institution shall select Option 1, Option 2 or Option 3]
[Option 1: The participant shall receive EUR [...] corresponding to individual support and [...] EUR corresponding to travel. The amount of individual support is EUR [...] per day up to the 14th day of activity and EUR [...] per day from the 15th day,
The final amount for the mobility period shall be determined by multiplying the number of days of the mobility specified in article 2.3 with the individual support rate applicable per day for the receiving country and adding the contribution for travel to the amount obtained.] [for zero-grant participants, the contribution for travel should be 0]
[Institution to select if applicable and complete with specific rules if needed: The financial support other than Erasmus+ EU funds for the mobility period is EUR [...].]
[Option 2: The institution shall provide the participant with travel and individual support in the form of direct provision of the required travel and individual support services. In such case, the beneficiary shall ensure that the provision of services will meet the necessary quality and safety standards.
[Option 3: The participant shall receive from the institution a financial support of [...] EUR for [travel/ individual support] and support in the form of direct provision of the required [travel/ individual support] services. In such case, the institution shall ensure that the provision of services will meet the necessary quality and safety standards.]
- 3.2 The reimbursement of costs incurred in connection with special needs, when applicable, shall be based on the supporting documents provided by the participant.
- 3.3 The financial support may not be used to cover costs already funded by EU funds.
- 3.4 Notwithstanding Article 3.3, the financial support is compatible with any other source of funding.
- 3.5 The financial support or part of it shall be recovered if the participant does not carry out the mobility activity in compliance 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 institution and accepted by the National Agency.

ARTICLE 4 – PAYMENT ARRANGEMENTS

- 4.1 [Only if Option 1 or Option 3 in Article 3.1 have been selected:] 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 representing [between 70% and 100%] of the financial support from Erasmus+ EU funds specified in Article 3.
- 4.2 [Only if Option 1 or Option 3 in Article 3.1 have been selected:] If payment under Article 4.1 is lower than 100% of the financial support, the submission of the online EU Survey shall be considered as the participant's request for payment of the balance of the financial support from Erasmus+ EU funds. The institution shall have 45 calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.
[If the participant receives a financial support other than Erasmus+ EU funds: institution to complete with the applicable payment arrangements]
- 4.3 The participant must provide proof of the actual dates of start and end of the mobility period, based on a certificate of attendance provided by the receiving organisation.

ARTICLE 5 – EU SURVEY

- 5.1. The participant shall complete and submit the online EU Survey after the mobility abroad within 30 calendar days upon receipt of the invitation to complete it.
- 5.2 Participants who fail to complete and submit the online EU Survey may be required to partially or fully reimburse the financial support received.

ARTICLE 6 – INSURANCE

- 6.1 The participant shall have adequate insurance coverage. [The NA/institution shall add a clause to this agreement in order to ensure that participants are clearly informed about issues related to insurances. It shall always highlight what is mandatory or recommended. For mandatory insurances, the responsible who takes the insurance (institution or participant) must be stated. The following information is optional but recommended: the insurance number/reference and the insurance company. This depends highly on the legal and administrative provisions in the sending and receiving country.]
- 6.2 Acknowledgement that health insurance coverage has been organised shall be included in this agreement. [Insurance coverage is mandatory. Basic coverage might be provided by the national health insurance of the participant. However, the coverage 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 participant to ensure that the participant is aware of health insurance issues.]

ARTICLE 7 – LAW APPLICABLE AND COMPETENT COURT

- 7.1 The Agreement is governed by [insert the national law of the NA].
- 7.2 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(s) / forename(s)]

[signature]

Done at [place], [date]

For the institution
[name(s)/ forename(s) / function]

[signature]

Done at [place], [date]

**[Key Action 1 – HIGHER EDUCATION]
Staff Mobility Agreement**

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 National Agency of [country], 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 [country] 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 except if agreed differently with the institution.

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 institution.

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 National Agency of [country] or by any other outside body authorised by the European Commission or the National Agency of [country] to check that the mobility period and the provisions of the agreement are being properly implemented.