

## Grant agreement for Erasmus+ mobility of individual learners and staff

The text in yellow is guidance for using this grant agreement template. Please remove this text once the document is completed. The bracketed text in blue should be replaced by the relevant information for each case.

Field: **Vocational education and training**

[Full official name of the sending organisation]

Address: [official address in full]

Project code: [In standard format: 2021-1-NL01-KAXXX-VET-0000000000]

Activity type: [use the activity type classification from the Erasmus+ Programme Guide, e.g. 'Job-shadowing']

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, and

[Participant's first and last name(s)]

Date of birth:

Address: [official address in full]

Phone:

E-mail:

Bank account where the financial support should be paid:

Bank account: Bank account holder (if different than participant): Bank name: Clearing/BIC/SWIFT number: Account/IBAN number:
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called hereafter "the participant", on the other part,

have agreed to the Special Conditions and Annexes below, which form an integral part of this agreement ("the grant agreement"):

Annex I      Erasmus+ Learning 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 or institutional regulations.]

## SPECIAL CONDITIONS

### ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

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- 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 or the provision of services as specified in article 3 and undertakes to carry out the mobility activity as described in Annex I.
- 1.3. Amendments to this grant 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 [date] at the earliest and end on [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. The end of the mobility period shall be the last day the participant needs to be present at the receiving organisation. If applicable, [...] travel days shall be added to the duration of the mobility period and included in the calculation of the individual support.
- 2.3 The total duration of the mobility period shall not exceed [X days][to be completed by the beneficiary according to the Erasmus + Programme Guide rules]
- 2.4 The participant may submit a request concerning the extension of the mobility period within the limit set out in article 2.3. If the organisation agrees to extend the duration of the mobility period, the agreement shall be amended accordingly.

### ARTICLE 3 – FINANCIAL SUPPORT

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- 3.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide.
- 3.2 The participant shall receive a financial support from Erasmus+ EU funds for [...] days, [the number of days shall be equal to the duration of the physical mobility period plus travel days; if the participant is not going to receive financial support for a part or the entire mobility period, this number of days should be adjusted accordingly].
- 3.3 The total financial support for the mobility period is EUR [...].
- 3.4 [Select Option 1, Option 2 or Option 3]

[Option 1]

The organisation shall provide the participant with the required support in the form of a payment of the amount specified in Article 3.3.

[Option 2]

The organisation shall provide the participant with the required support in the form of direct provision of the needed support services. The organisation shall ensure that this direct provision of services will meet the necessary quality and safety standards.

### [Option 3]

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/ individual support/ linguistic support/ course fees/ inclusion support]

The organisation shall ensure that the direct provision of services will meet the necessary quality and safety standards.

- 3.5 The reimbursement of costs incurred in connection with the inclusion support, when applicable, 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. In case of learner mobility that includes the revenue that the participant could receive working beyond their studies/traineeship as long as they carry out the activities foreseen in Annex I.

### ARTICLE 4 – PAYMENT ARRANGEMENTS [Only applicable if Article 3.4 Option 1 or 3 are selected]

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- 4.1 Within 30 calendar days following the signature of the agreement by both parties or upon receipt of confirmation of arrival, and no later than the start date of the mobility period as specified in article 2.2, a pre-financing shall be made to the participant representing [Sending organisation to choose between 50% and 100%] of the amount specified in Article 3. In case the participant did not provide the supporting documents in time, according to the sending organisation's timeline, a later payment of the pre-financing can be exceptionally accepted, based on justified reasons.
- 4.2 If the payment under article 4.1 is lower than 100% of the financial support, 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 organisation 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

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- 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 out an insurance on their own. [In case the receiving organisation is identified as the responsible party in art 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, a liability insurance and an accident insurance. [In the case of intra-EU 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 the their receiving organisation. In addition to the above, insurance against loss or theft of documents, travel tickets and luggage is recommended. The National Agency may amend Article 5.2 if there is a justification to adapt the default requirements to the national context.]

[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 organisations] [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 LINGUISTIC SUPPORT [Only applicable for VET mobilities for which the main language of instruction or work is Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Irish Gaelic, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish, or Swedish (or additional languages once they become available in the Online Linguistic Support (OLS) tool), with the exception of native speakers]

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- 6.1. The participant must carry out the OLS language assessment before the mobility period.
- 6.2 [Only applicable to participants following an OLS language course] The participant shall follow the OLS language course, starting as soon as they receive access and making the most out of the service. The participant shall immediately inform the organisation if he/she is unable to carry out the course, before accessing it.

ARTICLE 7 – FINAL PARTICIPANT REPORT (EU SURVEY)

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- 7.1. 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. Participants who fail to complete and submit the online EU Survey 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.

ARTICLE 8 – DATA PROTECTION

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- 8.1 The 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.

ARTICLE 9 – LAW APPLICABLE AND COMPETENT COURT

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- 9.1 The Agreement is governed by the Dutch Law.
- 9.2 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]

### Learning Agreement

[The beneficiary may draft a learning agreement or use a template provided by the European Commission or the National Agency.]

As a minimum, each learning agreement will contain the following elements:

- The learning agreement is agreed and signed by three main parties: the participant (or their legal guardian), the sending organisation, and the hosting organisation
- Information about the learning mobility, including: education field, type of activity, mode (physical, virtual or blended), start and end date
- Information about the learning programme the participant is enrolled in at the sending organisation (in case of learners) or their current job (in case of staff)
- A list and description of expected learning outcomes
- The learning programme and tasks of the participant at the hosting organisation
- Monitoring, mentoring and support arrangements and responsible persons at the hosting and sending organisations
- Description of the format, criteria and procedures for the assessment of learning outcomes
- Description of the conditions and process for recognition of learning outcomes, as well as the documents that must be issued by the sending or hosting organisations to ensure that the recognitions is completed
- In case of mobility for learners, information on how they will be reintegrated at their sending organisation upon return from the mobility period]

## **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 the Netherlands, 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 the Netherlands 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 the agreement without any further legal formality where no action is taken by the participant within one month of receiving notification by registered letter.

#### **Article 3: Recovery**

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, he/she 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 4: 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 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<sup>1</sup> (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 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 5: Checks and Audits**

The parties of the agreement undertake to provide any detailed information requested by the European Commission, the National Agency of the Netherlands or by any other outside body authorised by the European Commission or the National Agency of the Netherlands to check that the mobility period and the provisions of the agreement are being or were properly implemented.

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<sup>1</sup> 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://ec.europa.eu/programmes/erasmus-plus/specific-privacy-statement\\_en](https://ec.europa.eu/programmes/erasmus-plus/specific-privacy-statement_en)

