

Grant agreement model for Erasmus+ studies and/or traineeships within Programme Countries

This template can be adapted by the sending HEI, but the content of the template are minimum requirements. **Yellow code:** HEI to select or edit as applicable.

[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

Mr/Mrs/Ms [Student name and forename]

Date of birth:

Nationality:

Address: [official address in full]

Phone:

E-mail:

Sex: [M/F]

Academic year: 20../20..

Study cycle: [First cycle/Second cycle/Third cycle/Short cycle/One-cycle study programme]

Subject area: [degree in sending institution] Code: [ISCED-F code]

Number of completed higher education study years:

Student with:

a financial support from Erasmus+ EU funds

a zero-grant

a financial support from Erasmus+ EU funds combined with zero-grant

The financial support includes: special needs support

[For all participants receiving financial support from Erasmus+ EU funds, except those receiving ONLY a zero-grant from EU funds].

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

Annex I 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 or institutional regulations.

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 [studies/traineeships/studies and traineeship] under the Erasmus+ Programme.
- 1.2 The participant accepts the support specified in article 3 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, including to the start and end dates, 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 organisation. 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 Erasmus+ EU funds for [...] months and [...] days [if the participant receives a financial support from Erasmus+ EU funds: the number of months and extra days shall be equal to the duration of the mobility period. If the participant receives a financial support from Erasmus+ EU funds combined with a zero-grant period: the number of months and extra days shall correspond to the period covered by financial support from Erasmus+ EU funds, which shall be provided at least for the minimum duration of the period abroad (2 months for traineeships and 3 months or 1 academic term or trimester for studies)]; [If the participant receives a zero-grant for the entire period: this number of months and extra days should be 0].
- 2.4 The total duration of the mobility period shall not exceed 12 months, including any zero grant period.
- 2.5 Demands to the institution to extend the period of stay should be introduced at least one month before the end of the originally planned 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

- 3.1 The financial support for the mobility period is EUR [...], corresponding to EUR [...] per month and EUR [...] per extra days.
- 3.2 The amount for the mobility period shall be determined by multiplying the number of months of the mobility specified in article 2.3 with the rate applicable per 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 [If the participant is enrolled in an institution established in an outermost region/country:, the participant shall receive an additional [...] EUR as a contribution for travel. [If the participant receives a zero-grant for the entire period: the amount of contribution for travel should be 0]].
- 3.3 The reimbursement of costs incurred in connection with special needs when applicable, shall be based on the supporting documents provided by the participant.
- 3.4 The financial support may not be used to cover similar costs already funded by EU funds.
- 3.5 Notwithstanding article 3.4, 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/she carries out the activities foreseen in Annex I.
- 3.6 The financial support or part thereof shall be repaid 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 refund the amount of the grant already paid, except if agreed differently with the sending institution. However, when the participant has been prevented from completing his/her mobility activities as described in Annex I due to force majeure, he/she 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, except if agreed differently with the sending institution. Such cases shall be reported by the sending institution and accepted by the National Agency.

ARTICLE 4 – PAYMENT ARRANGEMENTS

- 4.1 A pre-financing 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
 - the start date of the mobility period or upon receipt of confirmation of arrival by the beneficiary.
- representing [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 sending institution's 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 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. 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. [The institution shall add a clause to this agreement in order to ensure that students 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 (for studies: institution or participant and for traineeships: receiving organisation, sending institution or student) 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.]
- 5.2 Acknowledgement that **health insurance coverage** has been organised shall be included in this agreement. [*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.*]
- 5.3 [Optional for studies, mandatory 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. [*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.*]
- 5.4 [Optional for studies, mandatory 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. [*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 1 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 6 – ONLINE LINGUISTIC SUPPORT Only applicable for 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.

- 6.1. The participant must carry out the OLS language assessment before and at the end of the mobility period. **NB:** participants with a C2 level at the initial language assessment are exempted from taking the final language assessment. The completion of the online assessment before departure is a pre-requisite for the mobility, except in duly justified cases.
- 6.2. [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 student already has or agrees to acquire by the start of the mobility period is: A1 A2 B1 B2 C1 C2
- 6.3. [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 institution if he/she is unable to carry out the course, before accessing it.
- 6.4. [Optional-to be decided by beneficiary] The payment of the final instalment of the financial support is subject to the completion of the compulsory OLS language assessment at the end of the mobility.

ARTICLE 7 – EU SURVEY

- 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 institution 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 – LAW APPLICABLE AND COMPETENT COURT

- 8.1 The Agreement is governed by the national law of the Netherlands.
- 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]

Learning Agreement for Erasmus+ mobility for studies
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 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 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 sending organisation.

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 at least the amount of the grant corresponding to the actual duration of the mobility period. 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 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 properly implemented.