**Grant agreement model for Erasmus+ study and/or traineeship mobility**

[This template is applicable to study and training mobility activities in the higher education sector. Due to the international opening of KA131, this grant agreement template will be used for all outgoing participants in any destination country. 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. The content of the template sets minimum requirements and as such, they should not be deleted. However, the NA can add further provisions, if necessary.]

[Scanned copies of signatures and electronic signatures are also acceptable on signed Annex I to this document. The HEI shall keep a copy of the grant agreement bearing the original signature of the competent representative of the home and host institutions.]

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

Address: [official address in full]

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: [Date of birth:] |  | Nationality: [Nationality] |
| Address: [official address in full]Address for notification: [address for notification] |
| Faculty/Department: [Faculty/Department] |
| Phone: [Phone] |  | E-mail: [e-mail] |
| Gender: [male/female/undefined] |  | Academic year: 2021/2022 |
| Study cycle: [First cycle/Second cycle/Third cycle/Short cycle study programme]  |  | Subject area: [Degree in sending organisation] |
| Main subject field: [ISCED-F code] |  | Number of completed higher education study years: [years] |

[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]

Bank account holder: [bank account holder]

Bank name: [Bank]

BIC/SWIFT number [SWIFT]

Bankszámla/IBAN number: [IBAN]

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 [Learning Agreement for Erasmus+ mobility for studies/ Learning Agreement for Erasmus+ mobility 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.

**The participant** receives [choose one]:

☐ a financial support from Erasmus+ EU funds

☐ a zero-grant

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

Total amount includes [select if applicable]:

☐ Individual support for long-term physical mobility

☐ Individual support for short-term physical mobility

☐ Top-up support for students with fewer opportunities on long-term mobilities, 250 EUR

☐ Top-up support for students with fewer opportunities on short-term mobilities, 100 EUR or 150 EUR

☐ Top-up for traineeship activity, 150 EUR

☐ Green travel individual support top-up (single contribution), 50 EUR

☐ Travel support (standard travel or green travel)

☐ Additional travel days (additional individual support days)

☐ Expensive travel support (based on real costs)

☐ Inclusion support (based on real costs)

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

1.1 **The organisation** 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** 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 physical 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 physically present at the receiving organisation and the end date shall be the last day **the participant** needs to be physically present at the receiving organisation. [Organisation to select for participants attending a language course provided by another organisation than the receiving organisation as a relevant part of the mobility period abroad: The start date of the mobility period shall be the first day of language course attendance outside the receiving organisation]. If applicable, [X] travel days shall be added to the duration of the mobility period and included in the calculation of the individual support.

2.3 **The participant** shall receive a financial support from Erasmus+ EU funds for [[for long-term mobility] […] months and […] days / [for short-term mobility] […] days]].

2.4 [For long-term mobility] The total duration of the physical mobility period shall not exceed 12 months, including any zero grant period. [For short-term mobility] The total duration of the physical mobility period shall not exceed 30 days.

2.5 **The participant** may submit a request concerning the extension of the mobility period within the limit set out in article 2.4. If **the organisation** agrees to extend the duration of the mobility period, **the agreement** shall be amended accordingly.

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 is calculated following the funding rules indicated in the Erasmus+ Programme Guide.

3.2 **The participant** shall receive financial support from Erasmus+ EU funds for [X days] of physical mobility [the number of days shall be equal to the duration of the physical mobility period plus travel days including green travel if applicable; 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 […], corresponding to EUR [[for long-term mobility] […] per month and EUR […] per extra days] [[for short-term mobility] EUR 70 per day up to the 14th day of physical activity and EUR 50 per day from the 15th day [if applicable: and includes applicable top-ups] [if applicable: and includes EUR [...] for travel.[For zero-grant participants, the contribution for travel should be 0] [if applicable: and includes EUR […] for [….] funded travel days].

3.4 The reimbursement of costs incurred in connection with inclusion needs [If **the participant** is entitled to a travel grant: or expensive travel costs], when applicable, shall be based on the supporting documents provided by **the participant**.

3.5. The financial support may not be used to cover similar costs already funded by EU funds.

3.6. Notwithstanding article 3.5, 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 they carry out the activities foreseen in Annex I.

3.7 If **the participant** fails to comply, or only partially complies, with the provisions of the contract, the financial support, or a proportionate part thereof, shall be repaid. If **the participant** terminates the contract before the end date of the mobility, the amount of the grant already paid to **the participant** shall be reimbursed, unless otherwise agreed with **the organisation**.

3.8. What to do in case of force majeure

 Force majeure is an umbrella term which refers to unavoidable external causes that prevent **the participant** from fulfilling the specific conditions attached to the grant or from meeting other obligations (e.g. attendance at training courses). Such causes may include, but are not limited to, natural disasters (earthquake, fire, epidemic, etc.), certain political-social events (war, revolution, etc.), specific governmental measures (embargo, boycott, etc.), serious illness of **the participant**, etc. **The participant** must notify **the organisation** within [...] days of the occurrence of a force majeure event if it is likely that it will be unable to fulfil the terms of the contract in part or in whole. In addition to the notification, **the participant** must also attach documents supporting the occurrence of the force majeure situation, if this is possible and feasible.

 If **the participant** is prevented from carrying out his/her mobility activity as defined in Annex I due to force majeure, **the participant** may receive at least a part of the grant amount, calculated on the basis of the actual length of the stay abroad. The remaining amount shall be reimbursed in full, unless otherwise agreed with the sending institution. In such cases, **the organisation** is obliged to inform the Tempus Public Foundation without delay and in all such cases the approval of the Tempus Public Foundation is required.

 If **the participant** wishes to submit a force majeure request for extraordinary expenses incurred in connection with a force majeure situation, he/she must do so no later than 15 days after the mobility end date. The application must be submitted in the manner and format specified by **the organisation**, together with all supporting documents, which **the organisation** will forward to the Tempus Public Foundation for assessment by means of an itemised proposal. If, during the evaluation, the Tempus Public Foundation requests a deficiency report, **the participant** shall have 30 days from the date of the institutional letter to submit it. If no reply is received by the deadline, the Tempus Public Foundation will take a decision on the basis of the documentation at its disposal. **The participant** may withdraw its request for force majeure until a decision is taken.

 In the notification of the decision on the application of force majeure, **the organisation** will inform **the participant** that he/she may submit an objection to the Institutional Contact Point within 8 days of receipt of the notification in case of dispute. If **the organisation** considers the objection to be justified, it will forward it to the Tempus Foundation together with all supporting documents and the detailed institutional proposal. The Tempus Foundation shall be entitled to decide whether to accept or reject the objection.

ARTICLE 4 – PAYMENT ARRANGEMENTS

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, a pre-financing 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 sending organisation's timeline, a later payment of the pre-financing can be exceptionally accepted, based on justified reasons. A pre-financing payment shall be made to **the participant** no later than (whichever comes first):

[NA may add: per semester].

4.2. In the case of pre-financing per semester, the conditions for the payment of the amount of the grant for the second semester are determined by **the organisation**: [Conditions for payment of the 2nd instalment].

4.3. If the payment under article 4.1. and 4.2. is lower than 100% of the financial support, the submission of **the participant** final report via the online EU Survey tool 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. If a force majeure application has been made, the provisions of point 4.3 shall not apply.

ARTICLE 5 – INSURANCE

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 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, [mandatory for traineeships and optional for studies:] a liability insurance and an accident insurance.

**The participant** is aware that compulsory health insurance does not necessarily cover any costs incurred abroad and will arrange for additional insurance(s) in accordance with the host country's regulations. Insurance company name and policy number: [Insurance company name and policy number].

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].

[At least for the traineeship:] The appropriate amount of liability insurance has been arranged, at least for damages occurring at the place of work/study. Name and policy number of the insurance company: [Name and policy number of the insurance company].

5.4. [At least for traineeship:] Accident insurance of an appropriate amount, at least for accidents occurring at the place of work/study, has been arranged. Name and policy number of the insurance company: [Name and policy number of the insurance company].

ARTICLE 6 – ONLINE LANGUAGE SUPPORT

[This article is only applicable for mobilities for which the main language of instruction or work is available in the Online Linguistic Support (OLS) tool (Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Irish, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish, Swedish, Swedish), with the exception of native speakers]

6.1. **The participant** must carry out the OLS language assessment in the language of mobility (if available) before the mobility period. 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** will follow the OLS language course of their choice, starting as soon as they receive access and making the most out of the service. **The participant** will immediately inform **the organisation** if he/she is unable to carry out the course, before accessing it.

ARTICLE 7 – FINAL PARTICIPANT REPORT (EU SURVEY)

7.1. **The participant** shall complete and submit the participant report (via the online EU Survey tool) 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 final report 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. If the required minimum mobility duration has not been met, the provisions of points 7.1 and 7.2 do not apply.

ARTICLE 8 – DATA PROTECTION

8.1. The sending organisation shall provide **the participant**s 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

9.1 **The Agreement** is governed by the Hungarian 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** For **the organisation**

[name / forename] [name / forename / function]

[signature] [signature]

Done at [place], [date] Done at [place], [date]

Annex I

**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 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.

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, 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 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.

If **the participant** terminates **the agreement** before its agreement ends or if they fail to follow **the agreement** in accordance with the rules, they 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 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, 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 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 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 organisation, Tempus Public Foundation 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 their personal data and correct any information that is inaccurate or incomplete. They should address any questions regarding the processing of their personal data to the sending organisation and/or Tempus Public Foundation. **The participant** may lodge a complaint against the processing of their personal data 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, Tempus Public Foundation or by any other outside body authorised by the European Commission or Tempus Public Foundation to check that the mobility period and the provisions of **the agreement** are being properly implemented.

1 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>