# Grant agreement for Erasmus+ staff mobility for teaching and training

[This template is applicable to staff mobility activities in the higher education sector for all outgoing staff participants in any destination country. The text in cyan is guidance for using this grant agreement template. Please remove this text once the document is completed. The bracketed text in yellow 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.]

[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.]

[For staff from HEIs: Full official name of the sending institution and Erasmus Code]

[For invited staff from enterprises: Full official name of the receiving 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:  |
| Seniority: [junior/intermediate/senior] |  |  |
| Main subject field: [Main subject field] |  |  |

Bank account where the financial support should be paid: [bank account]

Bank account holder: [bank account holder]

Bank name: [Bank]

BIC/SWIFT number [SWIFT]

Account/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: [Erasmus+ mobility agreement for staff mobility for teaching/ Erasmus+ mobility agreement for staff mobility for training]

Annex II: General Conditions

The terms set out in the Special Conditions shall take precedence over those set out in the annexes.

Total amount includes [select if applicable]:

☐ Base amount for individual support for physical mobility

☐ Travel support (standard travel or green travel amount)

☐ Travel days (additional individual support days)

☐ Exceptional cost for expensive travel support (based on real costs)

☐ Inclusion support (based on real costs)

**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

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF **THE AGREEMENT**

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 **the grant agreement** including the modification of the start and end date 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 grant 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 physical 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.

2.3 The participant shall receive a financial support from Erasmus+ EU funds for […] months and […] days. […] travel days are added to the duration of the mobility period and included in the calculation of the individual support. [For teaching mobility] [The minimum number of teaching hours as per the Erasmus + Programme Guide rules needs to be respected. The participant shall teach a total of […] hours in [...] days]].

2.4 The participant may submit a request to **the organization** concerning the extension of the mobility period no later than [X days] before the end of the planned mobility period. If the organisation agrees to extend the duration of the mobility period, the agreement shall be amended accordingly.

2.5 The 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.

3.2 Beneficiary shall select Option 1, Option 2 or Option 3

[Option 1:

The organisation shall provide the participant the total financial support for the mobility period EUR […] (EUR […] corresponding to individual support and […] EUR corresponding to travel). For zero-grant participants 0]

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

3.3 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] shall be based on the supporting documents provided by the participant.

3.4. The financial support may not be used to cover costs for actions already funded by EU funds.

3.5. Notwithstanding Article 3.4, the financial support is compatible with any other source of funding. This includes a salary that **the participant** could receive for their training/teaching activities, or for any work outside their mobility activities as long as he/she carries out the activities foreseen in Annex I.

3.6. 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 mobility end date, the amount of the grant already paid to **the participant**, shall be repaid, unless otherwise agreed with **the organisation**.

3.7. 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 the 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 not later than 15 days after the (planned) 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 detailed 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 documents at its disposal. **The participant** may withdraw its application for force majeure until the decision is taken.

 In the notification of the decision on the application of force majeure, **the organisation** shall inform **the participant** that he/she may lodge an objection to the decision within 8 days of receipt of the notification with the Institutional Contact Point 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 [Only applicable if Article 3.3 Option 1 or 3 are selected]

4.1 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

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 sending organisation's timeline, a later payment of the pre-financing can be exceptionally accepted, based on justified reasons.

4.2 If payment under Article 4.1 is lower than 100% of the financial support and if the report is available, the submission of the final participant 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 [for outgoing mobility: 45 calendar days / 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 – INSURANCE

5.1      **The organisation** shall make sure that **the participant** has adequate insurance coverage by providing the insurance, or by making the necessary arrangements with the receiving organisation, or by providing **the participant** with the relevant information and support to take out the 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. [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]

5.3    The responsible party for taking out 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 LANGUAGE SUPPORT (OLS)

[Only applicable for mobilities for which the main language of instruction or work is available in the Online Language Support (OLS) tool, with the exception of native speakers]

6.1. The participant can carry out the OLS language assessment in the language of mobility (if available) before the mobility period.

ARTICLE 7 –PARTICIPANT REPORT

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

ARTICLE 8 – DATA PROTECTION

8.1 **The 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.

 <https://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>

ARTICLE 9 – LAW APPLICABLE AND COMPETENT COURT

9.1 **The grant 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(s) / forename(s)] [name(s)/ forename(s) / function]

[signature] [signature]

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

Annex I

**Erasmus+ mobility agreement for staff mobility for teaching**

Erasmus+ mobility agreement for staff mobility for training

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 grant 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 grant agreement**

In the event of failure by **the participant** to perform any of the obligations arising from **the grant agreement**, and regardless of the consequences provided for under the applicable law, the institution is legally entitled to terminate **the grant 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 grant agreement** before its agreement ends or if they fail to follow **the grant agreement** in accordance with the rules, they shall have to return 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.

**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, 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 legislation1 (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 the National Agency. 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 grant agreement** undertake to provide any detailed information requested by the European Commission, the Tempus Public Foundation or by any other outside body authorised by the European Commission or the Tempus Public Foundation to check that the mobility period and the provisions of **the grant 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://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>