# 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 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.]

[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: 2021/2022 |
| 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]

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: 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.

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** 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 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. If applicable, [X] travel days shall be added to the duration of the mobility period and included in the calculation of the individual support.

Travel time in the mobility period [not included: one day immediately preceding the first day of the activity abroad [and/or] one day immediately following the last day of the activity abroad should be added to the mobility period].

2.3 The total duration of the physical mobility period shall not exceed [X months/days] [to be completed by **the organisation**according to the Erasmus + Programme Guide rules].

[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 Demands to **the organisation** to extend the period of the mobility should be introduced at least [X days] before its end. If **the organisation** agrees, the fact of the extension shall be recorded in an amendment to the contract.

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 if applicable. If **the participant** does not 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 [NA/organisation shall select Option 1, Option 2 or Option 3]

[Option 1: **The organisation** shall provide **the participant** 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 physical 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 2.2 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].

[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 support/ 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.

[The total amount due for the mobility period is calculated by multiplying the total number of funded days of mobility as defined in section 2.3 by the individual grant unit per day in the host country, increased by the amount of the travel contribution received, where the grant amount is reduced to 70% from the 15th day onwards.

3.4. The reimbursement of costs incurred in connection with inclusion support, [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 costs for actions already funded by Union funds.

3.6. Notwithstanding Article 3.5, the financial support is compatible with any other source of funding, including revenue that **the participant** could receive working beyond their teaching/training as long as he/she carries 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 mobility end date, the amount of the grant already paid to **the participant**, shall be repaid, 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 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 Within 30 calendar days following the signature of **the grant agreement** by both parties or upon receipt of confirmation of arrival , and no later than the start date of the mobility period, a 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.

4.2 If payment under Article 4.1 is lower than 100% of the financial support, 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 45 calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.

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 – 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.

[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 – FINAL PARTICIPANT REPORT

6.1. **The participant** shall complete and submit the final 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 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 6.1 shall not apply.

ARTICLE 7 – DATA PROTECTION

7.1 **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.

ARTICLE 8 – LAW APPLICABLE AND COMPETENT COURT

8.1 **The grant agreement** is governed by the Hungarian law.

8.2 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

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 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.

**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 grant agreement** 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. The latter shall be reported by the sending organisation and accepted by Tempus Public Foundation.

**Article 4: Data Protection**

All personal data contained in **the grant 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 grant agreement** by the sending institution, 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 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 institution 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 5: 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://ec.europa.eu/programmes/erasmus-plus/specific-privacy-statement_en>