**ANNEX 6: TEMPLATE FOR AGREEMENT BETWEEN BENEFICIARIES AND PARTICIPANTS**

**AGREEMENT – ERASMUS+ - STAFF MOBILITY**

Project code: [YYYY-R-NA00-KA000-FFF-000000000]

[This template is applicable for participants taking part in any mobility activities in the higher education sector (KA131 and KA171). The text in yellow is guidance for using this grant agreement template. Please remove this text once the document is completed. The field in grey should be replaced by the relevant information for each case. Options *[in green square brackets]* mean that the applicable option must be chosen, and not chosen options must be deleted.

The content of the template sets minimum requirements and as such, they must not be deleted. This template can be complemented by the NA or by the beneficiary/HEI/sending/receiving organisation]

Field: Higher Education

Academic year: 20../20..

Erasmus+ mobility ID number: [if available – or n/a]

###### **PREAMBLE**

This **Agreement** (‘the Agreement’) is **between** the following parties:

**on the one part,**

the **Organisation** (‘the organisation’),

*[Option for outgoing mobility:* Full official name of the beneficiary organisation/consortium/sending institution and Erasmus code if applicable*]*

*[Option for incoming mobility including incoming invited staff from enterprises:* Full official name of the beneficiary organisation/consortium/receiving institution and Erasmus code if applicable*]*

Address: [official address in full]

Email:

represented for the purposes of signature of this agreement by [forename and surname, function]

**and**

**on the other part,**

the **‘participant’**

[first name and family name], with residence at address: [official address in full]

Date of birth:

Phone:

E-mail:

*[Option for participants receiving financial support from Erasmus+, except those receiving only a zero-grant from EU funds, if a European bank account is available:*

Bank account where the financial support should be paid:

Bank account holder:

Bank name:

Clearing/BIC/SWIFT number:

Account/IBAN number:*]*

The parties referred to above have agreed to enter into this Agreement.

The Agreement is composed of:

Terms and Conditions

Annex 1: [/ Erasmus+ mobility agreement for staff mobility for teaching/ Erasmus+ mobility agreement for staff mobility for training][[1]](#footnote-2)

The terms set out in the Terms and Conditions will take precedence over those set out in the annex.

[NA can choose to add below tickboxes if useful]

Total amount includes [delete non-applicable options]:

☐ Base amount for individual support for short-term physical mobility☐ Travel support (green travel or non-green travel)

☐ Travel days (additional individual support days)

☐ Exceptional cost for expensive travel (based on real costs) [not applicable to KA171 mobility]

☐ Inclusion support (based on real costs)

The participant receives [choose one]:

☐ a financial support from Erasmus+ EU funds

☐ a zero-grant

☐ a partial financial support from Erasmus+ EU funds for part of the physical duration [not applicable to KA171 mobility]

###### **TERMS AND CONDITIONS**

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

* 1. This agreement sets out the rights and obligations and terms and conditions applicable to the support awarded to carry out a mobility activity under the Erasmus+ Programme.
  2. The organisation will provide support to the participant for undertaking a mobility activity.
  3. 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 1.
  4. Amendments to this grant agreement will be requested and agreed by both parties through a formal notification by letter or by electronic message.

#### **ARTICLE 2 – DURATION OF MOBILITY**

2.1 The mobility period will start on [date] and end on [date].

2.2 The period covered by the agreement includes:

* a physical mobility period from [date] to [date], equal to [number of mobility days] days
* *[Option* […] funded travel days*]*
* *[Option for blended mobility:* a virtual component from [date] to [date]*]*

2.3 The [choose what is applicable: 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 AND OTHER SUPPORT**

3.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide [202X version].

3.2 The participant will receive a financial support from Erasmus+ EU funds for […] days [The number of days will be equal to the duration of the physical mobility period plus travel days; if the participant will not receive financial support for a part or the entire mobility period, this number of days is to be adjusted accordingly]

3.3 The participant may submit a request concerning the extension of the physical mobility period up to the maximum activity duration set out in the Erasmus+ Programme Guide [202X version]of […] days [to be completed by the beneficiary according to the Erasmus+ Programme Guide rules]. If the organisation agrees to extend the duration of the mobility period, the agreement will be amended accordingly.

3.4

[Option for staff, NA/beneficiary shall select Option 1, Option 2 or Option 3]

*[Option 1:*

The organisation will provide the participant the total financial support for the mobility period *[Option if applicable:* and travel days*]* in the form of a payment of EUR […/ *Option for zero-grant participants* 0]*]*

*[Option 2:*

The organisation will 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 will 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. *]*

3.5 The financial support provided for ([choose what is applicable:] [inclusion support, exceptional costs for expensive travel, travel support,]) - will be based on the supporting documents provided by the participant.

#### **ARTICLE 4 – ENTITLEMENT TO FINANCIAL SUPPORT**

4.1 The participant is entitled to financial support based on the Article 3 above if they have actually undertaken the activity during the period set out in Article 2. Where financial support is based on real costs, these must be based on supporting documents such as invoices, receipts, etc.

4.2 The financial support may not be used to cover costs for activities already funded by Union funds. It is nonetheless compatible with any other source of funding. This includes a salary that the participant could receive for their traineeship or teaching activities, or for any work outside their mobility activities as long as they carry out the activities foreseen in Annex 1.

4.3 The participant may not claim reimbursement for currency exchange losses or bank costs charged by the participant’s bank for transfers from the sending organisation.

#### **ARTICLE 5 – PAYMENT ARRANGEMENTS**

*[Option if in Article 3.4 Option 1 or 3 are selected*

5.1 *[Option for outgoing mobility*

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

- *[NA/beneficiary to choose one option:* the start date of the mobility period / [Not applicable for participants receiving the inclusion support:] upon receipt of confirmation of arrival by the participant.*]*

*[Option for incoming mobility]*

The participant shall receive individual and travel support, if applicable, in a timely manner after the arrival of the participant. *]*

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

*[Option if the payment under Article 5.1 is lower than 100% of the financial support*

5.2 The submission of the 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 *[Option for outgoing mobility:* 45*]* *[Option for incoming mobility:* 20] calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.]

*[Option if in Article 3.4 Option 2 is selected*

Not applicable*]*

#### **ARTICLE 6 – Return of financial support by participant**

6.1 If the participant does not comply with the terms of the agreement or terminates the agreement before it ends for reasons other than stated in Art 13.1, the participant will have to return the amount of the financial support 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 7 – INSURANCE**

7.1    The organisation will make sure that the participant has adequate insurance coverage before starting the mobility 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 7.3, a specific document will be attached to this grant agreement defining the conditions of the insurance provision and including the consent of the receiving organisation.]

7.2   Insurance coverage shall include at minimum a health insurance [optional] and 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. The National Agency may amend Article 7.2 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].

7.3    The responsible party for taking the insurance coverage for the duration of the mobility 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 8 – LANGUAGE LEVEL AND ONLINE LANGUAGE SUPPORT (OLS)**

8.1 The participant may carry out the OLS language assessment in the language of mobility (if available) before the mobility period and make use of the language courses available on the OLS platform.

#### **ARTICLE 9 – PARTICIPANT REPORT**

9.1 The participant shall complete and submit the participant report on their mobility experience (via the online EU Survey tool) within *[* *Option for all other mobilities:* 30*]* calendar days upon receipt of the invitation to complete it. Participants who fail to complete and submit the online participant report may be required by their organisation to partially or fully reimburse the financial support received.

#### **ARTICLE 10 – ETHICS AND VALUES**

10.1 The mobility activity must be carried out in line with the highest ethical standards and the applicable EU, international and national law.

10.2 The parties must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

10.3 If a participant breaches any of its obligations under this Article, the financial support may be reduced or not be paid.

#### **ARTICLE 11 – DATA PROTECTION**

11.1 Any personal data under the agreement will be processed under the responsibility of the data controller identified in the privacy statement in accordance with the applicable data provision legislation, in particular Regulation 2018/1725[[2]](#footnote-3) and related national data protection acts and for the purposes set out in the Privacy Statement available at: <https://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>.

11.2 Such data will 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 (Court of Auditors or European Antifraud Office (OLAF)).

11.3 The participant may, on written request, gain access to his personal data and correct any information that is inaccurate or incomplete. The participant 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 12 — AGREEMENT SUSPENSION**

12.1 The agreement may be suspended by initiative of the participant or of the organisation if exceptional circumstances — in particular *force majeure* (see Article 16) — make implementation impossible or excessively difficult. The suspension will take effect on the day agreed by written notification by the parties. The agreement may be resumed afterwards.

12.2 Either party may — at any moment — suspend the agreement, if the other party has committed or is suspected of having committed:

1. substantial errors, irregularities or fraud or
2. serious breach of obligations under this agreement or during its award (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethics rules (if applicable), etc.).

12.3 Once circumstances allow for implementation to resume, the parties must immediately agree on the resumption date (one day after suspension end date). The suspension will be lifted with effect from the suspension end date.

12.4 During the suspension, no financial support will be paid to the participant.

12.5 The participant may not claim damages due to suspension by the organisation.

12.6 Suspension does not affect the organisation’sright to terminate the agreement (see Article 13).

#### **ARTICLE 13 – TERMINATION OF THE AGREEMENT**

13.1 The agreement may be terminated by either party if circumstances arise that render the execution of the agreement impracticable, impossible or excessively difficult.

13.2 In case of such termination, the participant will be entitled to receive at least the amount of the financial support corresponding to the actual duration of the activity period. The participant will have to return any remaining funds.

13.3 In the event of serious breach of obligations or if either party has committed irregularities, fraud, corruption, or is involved in a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking, the other party may terminate the agreement through a formal notification.

13.4 The organisation reserves the right to initiate a court action if any requested refund is not voluntarily issued within the deadline notified to the participant by registered letter.

13.5 The termination will take effecton the date specified in the notification as ‘termination date’.

13.6 The participant may not claim damages due to termination by the organisation.

#### **ARTICLE 14 – CHECKS AND AUDITS**

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

14.2 Any finding related to the agreement may lead to the measures set in Article 6 or to further legal action in the terms of the applicable national law.

#### **ARTICLE 15 – DAMAGES**

15.1 Each party of this agreement exonerates 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 their staff.

15.2 The the Agency for Mobility and EU Programmes, the European Commission or their staff will 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 Agency for Mobility and EU Programmes or the European Commission will not entertain any request for indemnity of reimbursement accompanying such claim.

**ARTICLE 16 – FORCE MAJEURE**

16.1 A party prevented by force majeure from fulfilling its obligations under the agreement cannot be considered in breach of them.

16.2 ‘Force majeure’ means any situation or event that:

* prevents either party from fulfilling their obligations under the agreement,
* was unforeseeable, exceptional situation and beyond the parties’ control,
* was not due to error or negligence on their part (or on the part of other participating entities involved in the action), and
* proves to be inevitable in spite of exercising all due diligence.

16.3 Any situation constituting force majeure must be formally notified to the other partywithout delay, stating the nature, likely duration and foreseeable effects.

16.4 The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best toresume implementation of the action as soon as possible.

#### **ARTICLE 17 – LAW APPLICABLE AND COMPETENT COURT**

17.1 The agreement is governed by the national law of the Republic of Croatia.

17.2 The competent court determined in accordance with the applicable national law will 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.

**ARTICLE 18 – ENTRY INTO FORCE**

The agreement will enter into force on the day of signature by the organisation or the participant, depending on which is later.

SIGNATURES

For the participant For the organisation

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

[signature] [signature]

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

**Annex 1**

[Key Action 1 – HIGHER EDUCATION Institution to select]

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

**Erasmus+ mobility agreement for staff mobility for training**

1. It is not compulsory to circulate documents with original signatures for Annex 1 of this agreement: scanned copies of signatures and electronic signatures may be accepted, depending on the national legislation or institutional regulations. [↑](#footnote-ref-2)
2. Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC. [↑](#footnote-ref-3)