

Grant agreement model for Erasmus+ staff mobility for PROGRAMME and PARTNER COUNTRIES

between

(Paragraphs marked in green have to be completed by OTH Regensburg.)

OTH Regensburg D-REGENSB 02
Address: Prüfeninger Straße 58, 93049 Regensburg

Called hereafter "the institution", represented for the purposes of signature of this agreement by Anne Groll, Deputy Director of the International Office, of the one part, and

Name(s): _____ Forename(s): _____

Seniority in the position:

Address:

Phone:

Gender:

Nationality:

Department/unit:

E-mail:

Academic year:

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

The financial support includes: special needs support

The participant receives financial support other than Erasmus+ EU funds

Bank account where the financial support should be paid: Bank account holder (if different than participant): Bank name: Clearing/BIC/SWIFT number: Account/IBAN number:
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Called hereafter "the participant", of the other part,

Have agreed the Special Conditions and Annexes below which form an integral part of this agreement ("the 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.

[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 under the Erasmus+ Programme.
- 1.2 The participant accepts the individual and travel support as specified in article 3 and undertakes to carry out the mobility activity for 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 mobility period shall start on and end on
The start date of the mobility period shall be the first day that the participant needs to be present at the receiving institution and the end date shall be the last day the participant needs to be present at the receiving institution. [One day for travel before the first day of the activity abroad and/or one day for travel following the last day of the activity abroad shall be added to the duration of the mobility period and included in the calculation for individual support.]
- 2.3 The participant shall receive financial support from Erasmus+ EU funds for [.....] days of activity and [.....] days for travel.
- 2.4 The total duration of the mobility period shall not exceed 2 months, with a minimum of 5 days per mobility activity. A minimum of 8 teaching hours per week (or any shorter period of stay) has to be respected. If the mobility lasts longer than one week, the minimum number of teaching hours for an incomplete week shall be proportional to the duration of that week. If the teaching activity is combined with a training activity during a single period abroad, the minimum is reduced to 4 teaching hours per week (or any shorter period of stay). The participant shall teach a total of hours in days.
- 2.5 The participant may submit any request concerning the extension of the mobility period within the limit set out in article 2.4. If the institution agrees to extend the duration of the originally planned mobility period, the agreement shall be amended accordingly.
- 2.6 The Certificate of Attendance shall provide the effective start and end dates of the mobility period.

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1. The participant shall receive EUR [.....] corresponding to individual support and [.....] EUR corresponding to travel. The amount of individual support is EUR [180] per day up to the 14th day of activity and EUR [126] 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 2.3 with the individual support rate applicable per day for the receiving country and adding the contribution for travel to the amount obtained.
- 3.2 The reimbursement of costs incurred in connection with special needs, when applicable, shall be based on the supporting documents provided by the participant.
- 3.3 The financial support may not be used to cover costs already funded by EU funds.
- 3.4 Notwithstanding Article 3.3, the financial support is compatible with any other source of funding.
- 3.5 The financial support or part of it shall be recovered if the participant does not carry out the mobility activity in compliance with the terms of the agreement. However, reimbursement shall not be requested when the participant has been prevented from completing his/her mobility activities as described in Annex I due to force majeure. Such cases shall be reported by the institution and accepted by the National Agency.

ARTICLE 4 – PAYMENT ARRANGEMENTS

- 4.1 The participant shall receive individual and travel support in a timely manner. The participant will receive 80% of the payment prior to departure as a transfer to the bank account mentioned above.
- 4.2 The submission of the online EU survey shall be considered as the participant's request for payment of the outstanding balance. The institution shall pay the remaining amount within 45 calendar days of the submission of the online EU survey or issue a recovery order in case a reimbursement is due.

ARTICLE 5 – EU SURVEY

- 5.1. 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.

- 5.2 Participants who fail to complete and submit the online EU Survey may be required to partially or fully reimburse the financial support received.

ARTICLE 6 – INSURANCE

- 6.1 The participant shall have adequate insurance coverage and must obtain, at his/her own expense, insurance to cover medical contingencies in the country of the receiving institution.
- 6.2 Acknowledgement that health insurance coverage has been organised shall be included in this agreement.

ARTICLE 7 – LAW APPLICABLE AND COMPETENT COURT

- 7.1 The Agreement is governed by German law.
- 7.2 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.

Article 8 - DATA PROTECTION: Data protection notice according to Art. 13 DSGVO

Responsible for data collection: Data Protection Officer of OTH Regensburg, Prüfeninger Str. 58, 93049 Regensburg, E-Mail: datenschutz@oth-regensburg.de; Tel: +49 94194302.

Purpose of the data collection: implementation of ERASMUS +-Program according to the program guide (<https://eu.daad.de/de>).

Data is passed on to the National Agency and to the EU Commission for reporting and managing funds. Data is processed for scholarship payments, statistics and the management of program. As a rule, data has to be kept for 10 years. Further information about the processing of your data can be obtained from the responsible administrator or the aforementioned Data Protection Officer. Correction requests and the desire for later deletion of the data are also to be made in this way.

Legal basis: REGULATION (EU) No 1288/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11th December 2013 on the establishment of Erasmus+, the Union's programme for education, training, youth and sport, and on the repeal of Decisions No. 1719/2006/EC, No 1720/2006/EC and No 1298/2008/EC.

I have read the passus on data protection and I agree to it.

SIGNATURES

For the participant:

Name(s) / forename(s):

Signature: _____

Done at _____

[Place / Date]

For the institution:

Anne Groll
Deputy Director International Office

Signature: _____

Done at Regensburg, _____

**[Key Action 1 – HIGHER EDUCATION]
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 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 Germany (NA DAAD), 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 Germany (NA DAAD) 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 institution.

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 beneficiary institution.

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 beneficiary 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 beneficiary institution and/or the National Agency. The participant may lodge a complaint against the processing of his 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, the National Agency of Germany (NA DAAD) or by any other outside body authorised by the European Commission or the National Agency of Germany (NA DAAD) to check that the mobility period and the provisions of the agreement are being properly implemented.