

Grant agreement model for Erasmus+ studies and/or traineeships between PROGRAMME and PARTNER COUNTRIES

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

OTH Regensburg – D-REGENSB02
 Address: OTH Regensburg - D-REGENSB02
 Prüfeninger Str. 58 -93049 Regensburg – Germany

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)
Date of birth:	
Nationality:	
Address:	
Phone:	
E-mail:	Code:
Gender:	Academic year:
Study cycle:	Subject area:

Number of completed higher education study years:

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

The financial support includes: special needs support
 financial support to students with disadvantaged background
 parents with child/children
 Minor disability according to German national definition

The student receives financial support other than Erasmus+ EU funds

Bank account where the financial support should be paid:	
Bank account holder (if different than student):	
Bank name:	
Clearing/BIC/SWIFT number:	Account/IBAN number:

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 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.

[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.]

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 traineeships 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 as described in Annex I.
- 1.3 Amendments to the agreement, including to the start and end dates, 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 minimum duration of the mobility period is for mobility for traineeships: 2 months. The total duration of the mobility period shall not exceed 12 months, including any zero-grant period, which shall only be used exceptionally.
- 2.3 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 organisation. The end date of the period abroad shall be the last day the participant needs to be present at the receiving organisation.
- 2.4 The participant shall receive financial support from Erasmus+ EU funds for [.....] months and [.....] days.
- 2.5 Demands to the institution to extend the period of stay should be introduced at least one month before the end of the originally planned mobility period.
- 2.6 The Traineeship Certificate (or statement attached to this document) shall provide the confirmed start and end dates of the mobility period.

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1 The individual support from Erasmus+ EU funds for the mobility period is EUR [.....], corresponding to EUR [850] per month and EUR [28,33] per extra days. The final amount of Erasmus+ EU funds for the mobility period shall be determined by multiplying the number of months of the mobility covered by Erasmus+ EU funds specified in article 2.4 with the rate applicable per month for the receiving country concerned. In the case of incomplete months, the financial support from Erasmus+ EU funds is calculated by multiplying the number of days in the incomplete month with 1/30 of the unit cost per month.
- 3.2 In addition, the participant shall receive [.....] EUR as a contribution for travel.
- 3.3 The reimbursement of costs incurred in connection with special needs, when applicable, shall be based on the supporting documents provided by the participant.
- 3.4 The financial support may not be used to cover similar costs already funded by EU funds.
- 3.5 Notwithstanding article 3.4, the grant is compatible with any other source of funding including revenue that the participant could receive working beyond his/her studies/traineeship as long as he/she carries out the activities foreseen in Annex I.
- 3.6 The financial support or part thereof shall be repaid if the participant does not carry out the mobility activity in compliance with the terms of the agreement. If the participant terminates the agreement before it ends, he/she shall have to refund the amount of the grant already paid, except if agreed differently with the institution. However, when the participant has been prevented from completing his/her mobility activities as described in Annex I due to force majeure, he/she 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 institution. 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. A first payment of [.....] EUR shall be transferred to the students' bank accounts prior to arrival.
- 4.2 Beginning with the second month of the mobility, an instalment covering the monthly rates shall be paid to the participant in the beginning of every month except for the last month. The rate for the last month of the mobility will be paid to the participant after the submission of the online EU survey, but no later than 20 days after the submission.

ARTICLE 5 – INSURANCE

- 5.1 The participant shall have adequate insurance coverage.
- 5.2 Acknowledgement that health insurance coverage has been organised shall be included in this agreement. Sufficient health insurance coverage in Germany is mandatory and has to be organised prior to your arrival. More information can be found in the “Practical Guide” for incoming students.
- 5.3 Acknowledgement that **liability insurance coverage** (covering damages caused by the student at the workplace has been organised and of how it has been organised shall be included in this agreement.

Insurance name,

Insurance holder.

A liability insurance covers damages caused by the student during his/her stay abroad (independently whether he/she is at work or not). It is the responsibility of the institution to check that there is liability insurance covering in a mandatory way at least damages caused by the participant at the work place. Annex 1 provides clarity if this is covered by the host organisation or not. If not made compulsory by the national regulation of the receiving country, this might not be imposed on the receiving organisation.

- 5.4 Acknowledgement **accident insurance coverage** related to the student's tasks (covering at least damages caused to the student at the workplace has been organised and of how it has been organised shall be included in this agreement.

Insurance name,

Insurance holder.

This insurance covers damages to employees resulting from accidents at work. In many countries employees are covered against such accidents at work. It is the responsibility of the institution to check that insurance against accidents at work has been organised. Annex 1 provides clarity if this is covered by the host organisation or not. If the receiving organisation does not provide such a coverage (which cannot be imposed if not made compulsory by the national regulation of the receiving country), the institution shall ensure that the student is covered by such an insurance (taken either by the institution (on a voluntary basis as part of its quality management) or by the participant herself or himself).

ARTICLE 6 – EU SURVEY

- 6.1. The participant shall receive an invitation to complete the online EU Survey 30 calendar days before the end of the mobility period. The participant shall complete and submit the survey within 10 calendar days upon receipt of the invitation. Participants who fail to complete and submit the online EU Survey may be required to partially or fully reimburse the financial support received.
- 6.2 A complementary online survey will be sent to the participant, after the end of the mobility, allowing for full reporting on recognition issues.

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:

Name(s) / forename(s) /function(s)

Signature _____

Done at [place], [date] _____

Annex I

[Key Action 1 – HIGHER EDUCATION 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 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.