

Grant agreement model for Erasmus+ staff mobility for teaching and training within Programme Countries

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

Called hereafter "the institution", represented for the purposes of signature of this agreement by Dr. Wilhelm Bomke, Institutional ERASMUS Coordinator of the one part, and

Dr/Mr/Mrs/Ms [Participant name(s) and forename(s)]

Seniority in the position: _____

Nationality: _____

Address: _____

Department/unit: _____

Phone: _____

E-mail: _____

Gender: Male Female Undefined

Academic year: 2020/2023

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

The financial support includes: special needs support

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: _____

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 teaching /training under the Erasmus+ Programme.
- 1.2 The participant accepts the financial support or the provision of services as specified in article 3 and undertakes to carry out the mobility activity for teaching/training 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 _____ [date] and end on _____ [date]. The start and the end date of the mobility period shall be the first day that the participant needs to be present at the receiving institution/organisation and the end date shall be the last day the participant needs to be present at the receiving institution/organisation.
- 2.3 The participant shall receive support from Erasmus+ EU funds for _____ days of activity.
- 2.4 The total duration of the mobility period, shall not exceed 2 months with a minimum of 2 consecutive days per mobility activity. [For teaching mobility: 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). There is no minimum number of teaching hours for invited staff from enterprises.]
[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 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 _____per day up to the 14th day of 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 2.3 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]
- 3.2 The reimbursement of costs incurred in connection with special needs, or expensive travel costs, 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 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 sending institution and accepted by the NA.

ARTICLE 4 – PAYMENT ARRANGEMENTS

- 4.1 Within 30 calendar days following the signature of the agreement by both parties, and no later than the start date of the mobility period, a pre-financing payment shall be made to the participant representing 70% of the amount specified in Article 3.
- 4.2 If payment under Article 4.1 is lower than 100% of the financial support, the submission of the online EU Survey shall be considered as the participant's request for payment of the balance of the financial support. The institution 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 – 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 by their institution to partially or fully reimburse the financial support received.

ARTICLE 6 – LAW APPLICABLE AND COMPETENT COURT

- 6.1 The Agreement is governed by German law.
- 6.2 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.

SIGNATURES

For the participant

[name(s) / forename(s)]

[signature]

Done at _____ [place],
_____ [date]

For the institution

Dr. Wilhelm Bomke
Institutional ERASMUS Coordinator

[signature]

Done at _____ [place],
_____ [date]

**[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 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 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 sending organisation.

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 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 sending 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.