

Grant agreement for Erasmus+ study and/or traineeship mobility (long-term)

Field: Higher Education Academic year: SRH University Heidelberg, Erasmus+ Code: D HEIDELB05 Address: Ludwig-Guttmann-Str. 6 D-69123 Heidelberg/Germany Home campus (city):

Called hereafter "the organisation", represented for the purposes of signature of this agreement by Adel Kovacs, Erasmus+ Institutional Coordinator on the one part, and

Student name and forename: Date of birth: Address:

Phone: E-mail: Study cycle (Bachelor or Master): Subject area (study course): Number of completed higher education study years (at the start of the mobility):

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

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 agreement"):

Annex I	Learning Agreement for Erasmus+ mobility for studies/ 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.

The participant receives (this part is filled by the Erasmus+ Coordinator):

x a financial support from Erasmus+ EU funds

□ a zero-grant

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

Total amount includes:

□ Individual support for long-term physical mobility

□ Top-up support for students with fewer opportunities on long-term mobilities, 250 EUR

□ Top-up for traineeship activity, 150 EUR



□ Green travel individual support top-up (single contribution), 50 EUR

□ Travel support (standard travel or green travel)

□ Additional travel days (additional individual support days)

□ Inclusion support (based on real costs)

SPECIAL CONDITIONS

ARTICLE 1 - SUBJECT MATTER OF THE AGREEMENT

- 1.1 The organisation shall provide support to the participant for undertaking a mobility activity for studies/traineeships/studies and traineeship under the Erasmus+ Programme.
- 1.2 The participant accepts the support specified in article 3 and undertakes to carry out the mobility activity for studies/ traineeships/ studies and traineeship 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 physical mobility period shall start on ______ at the earliest and end on ______ 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. The start date of the mobility period shall be the first day of language course attendance outside the receiving organisation. If applicable, _____ travel days shall be added to the duration of the mobility period and included in the calculation of the individual support.
- 2.3 The participant shall receive a financial support from Erasmus+ EU funds for _____ days for long-term mobility.
- 2.4 For long-term mobility: The total duration of the physical mobility period shall not exceed 12 months.
- 2.5 The participant may submit a request concerning the extension of the mobility period within the limit set out in article 2.4. If the organisation agrees to extend the duration of the mobility period, the agreement shall be amended accordingly.
- 2.6 The Transcript of Records or Traineeship Certificate (or statement attached to these documents) shall provide the confirmed start and end dates of duration of the mobility period.

ARTICLE 3 – FINANCIAL SUPPORT (this part is filled by the Erasmus+ Institutional Coordinator)

- 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 _____ days of physical mobility.
- 3.3 The total financial support for the mobility period is EUR _____, corresponding to EUR _____ per month and includes applicable top-ups of EUR for travel.
- 3.4 The reimbursement of costs incurred in connection with inclusion needs, when applicable, shall be based on the supporting documents provided by the participant.
- 3.5 The financial support may not be used to cover similar costs already funded by EU funds.
- 3.6 Notwithstanding article 3.5, the grant is compatible with any other source of funding including revenue that the participant could receive working beyond its studies/traineeship as long as they carry out the activities foreseen in Annex I.

ARTICLE 4 – PAYMENT ARRANGEMENTS

- 4.1 Within 30 calendar days following the signature of the agreement by both parties or upon receipt of confirmation of arrival, 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. 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, based on justified reasons.
- 4.2 If the payment under article 4.1 is lower than 100% of the financial support, the submission of the participant final 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.

ARTICLE 5 – INSURANCE



- 5.1 The organisation shall make sure that the participant has adequate insurance coverage 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.
- 5.2 Insurance coverage shall include at minimum a health insurance, mandatory for traineeships and optional for studies: a liability insurance and an accident insurance.
- 5.3 The responsible party for monitoring the insurance coverage is the organisation OR.

ARTICLE 6 - ONLINE LINGUAGE SUPPORT

- 6.1 The participant must carry out the OLS language assessment in the language of mobility (if available) before the mobility period. The completion of the online assessment before departure is a pre-requisite for the mobility, except in duly justified cases.
- 6.2 The level of language competence in the main language: ______ that the student already has or agrees to acquire by the start of the mobility period is: $A1 \square A2 \square B1 \square B2 \square C1 \square C2 \square$ (usually B2).
- 6.3 Only applicable to participants following an OLS language course (which is not mandatory): The participant will follow the OLS language course of their choice, starting as soon as they receive access and making the most out of the service. The participant will immediately inform the organisation if he/she is unable to carry out the course, before accessing it.

ARTICLE 7 - FINAL PARTICIPANT REPORT (EU SURVEY)

- 7.1 The participant shall complete and submit the 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 final report may be required by their organisation to partially or fully reimburse the financial support received.
- 7.2 A complementary online survey may be sent to the participant allowing for full reporting on recognition issues.

ARTICLE 8 – DATA PROTECTION

8.1 The sending organisation shall provide the participants 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. https://erasmus-plus.ec.europa.eu/erasmus-and-data-protection/privacy-statement-mobility-tool

ARTICLE 9 - LAW APPLICABLE AND COMPETENT COURT

- 9.1 The Agreement is governed by German law.
- 9.2 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 Name / forename

For the organisation Adel Kovacs (Erasmus+ Institutional Coordinator)

[signature]

[signature]

Done at place: date:

Done at Heidelberg, date:

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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.

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 organisation 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 they fail to follow the agreement in accordance with the rules, they 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 their 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.

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 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 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 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 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.

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: <u>https://ec.europa.eu/programmes/erasmus-plus/specific-privacy-statement_en</u>