**Erasmus+ Programme**

**GRANT AGREEMENT**

**Erasmus+ Traineeship 2023-25**

**Universität des Saarlandes (Saar-Uni) - Erasmus Code: D SAARBRU01**

International Office (IO) - Campus Center - Postfach 15 11 50 - 66041 Saarbrücken

**Called hereafter "the organisation"**, represented for the purposes of signature of this agreement by Ms Valentina Tibesh, ERASMUS+ Traineeships Coordinator at Saarland University, on the one part,

and

***Personal details:***

Last name(s): Tap here to enter text. First name(s): Tap here to enter text.

Gender : [ ]  female [ ]  male [ ]  undefined

Date of Birth: DD/MM/JJJJ Place of Birth: Tap here to enter text.

Nationality: Tap here to enter text.

Home Address: Street name, house number

 Postal code, city

Phone (mobile): Tap here to enter text.

E-Mail-Address: Tap here to enter text.

Matriculation no. (at Saarland University): Tap here to enter text.

***Bank details:***

Bank account holder (if different than participant): Tap here to enter text.

Bankname: Tap here to enter text.

IBAN: Tap here to enter text.

BIC / SWIFT: Tap here to enter text.

***Information to tax:***

My tax ID number is: Tap here to enter text.

My tax number (if available) is: Tap here to enter text.

Resposible tax office: Tap here to enter text.

I am currently employed at the UdS and liable to pay income tax or social security contributions: [ ]  Yes [ ]  No

***Study details:***

Academic year: 2023-2025

Study Cycle: [ ]  1st cycle (Bachelor) [ ]  2nd cycle (Master) [ ]  State Examination [ ]  PhD (Promotion)

Subject area: Tap here to enter text.

Degree: Tap here to enter text.

Number of completed higher education study years (prior to mobility): Tap here to enter text.

**Called hereafter „the participant“**, on the other part, have agreed the Special Conditions and the 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

The terms set out in the Special Conditions shall take precedence over those set out in the annexes.

|  |
| --- |
| ***Shall be filled in by the International Office!***ISCED code: \_\_\_\_\_\_\_\_\_\_\_\_\_**The participant receives:**☐ a financial support from Erasmus+ EU funds ☐ a zero-grant☐ a partial financial support from Erasmus+ EU funds  |
| **Total amount includes:** |
| ☐ Base amount for individual support for long-term physical mobility |
| ☐ Base amount for individual support for short-term physical mobility |
| ☐ Top-up amount for students and recent graduates with fewer opportunities on long-term mobility |
| ☐ Top-up amount for students and recent graduates with fewer opportunities on short-term mobility |
| ☐ Top-up amount for traineeships |
| ☐ Green travel top-up ☐ Travel support (standard travel or green travel amount)☐ Travel days (additional individual support days) ☐ Exceptional cost for expensive travel (based on real costs)☐ 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 under the Erasmus+ Programme.

1.2 The participant accepts the support specified in article 3 and undertakes to carry out the mobility activity as described in Annex I.

1.3. Amendments to the agreement shall be requested and agreed by both parties through a formal exchange by letter or by electronic message.

**ARTICLE 2 – ENTRY IN FORCE AND DURATION OF THE MOBILITY**

***Shall be filled in by the International Office!***

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 physical 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.

2.3 The participant shall receive a financial support from Erasmus+ EU funds for \_\_\_\_\_\_\_ months and \_\_\_\_\_\_\_\_\_ days. If applicable, \_\_\_\_\_ travel days are added to the duration of the mobility period and included in the calculation of the individual support.

2.4 The minimum duration of the mobility period is 2 months. The total duration of the mobility period shall not exceed 12 months per study cycle, including any zero-grant period, which shall only be used exceptionally.

2.5 The participant may submit a request concerning the extension of the mobility period within the limits set out in the Erasmus+ Programme guide. If the organisation agrees to extend the duration of the mobility period, the agreement shall be amended accordingly.

2.6 The Confirmation of stay and the “After the mobility” of the Learning Agreement shall provide the confirmed start and end dates of duration of the mobility period, including the virtual component, if applicable.

**ARTICLE 3 – FINANCIAL SUPPORT**

***Shall be filled in by the International Office!***

3.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide.

3.2 The organisation shall provide the participant the total financial support for the mobility period, EUR\_\_\_\_\_\_\_ in total, corresponding to EUR \_\_\_\_\_\_\_\_ per month and EUR \_\_\_\_\_\_ 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 2.3 with the rate applicable per month for the receiving country concerned.

3.3 The contribution towards costs incurred in connection with travel or inclusion shall be based on the supporting documents provided by the participant.

☐ travel support

☐ green travel top-up

☐ top-up for fewer opportunities

☐ exceptional costs for expensive travel

☐ Inclusion support (based on real costs)

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. 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 I.

3.6 **The financial support from Erasmus+ funding or parts thereof must be repaid by the participant in the event of non-compliance with the provisions of this agreement. Should the participant terminate the agreement prematurely on his/her own initiative, he/she must repay the grant already received up to that point**. This does not apply if other agreements have been made with the sending institution.

 If the participant is prevented from completing his/her mobility activities as described in Annex I due to "force majeure", he/she is entitled to receive the updated grant of the actual duration (academically relevant start/end) of the mobility period. Any part of the grant exceeding this amount must be paid back to the sending institution. This does not apply if otherwise agreed with the sending institution. Cases of force majeure approved by the National Agency must be reported by the project sponsor.

***If the early termination of the stay is shorter than the minimum duration of the stay (60 days), the entire Erasmus+ grant must be reimbursed.***

**ARTICLE 4 – PAYMENT ARRANGEMENTS**

4.1 A pre-financing 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
* upon receipt of confirmation of arrival by the participant

The pre-financing represents 80% of the individual support and 100% of the travel support – if applicable - from Erasmus+ EU funds specified in Article 3. In case the participant did not provide the supporting documents in time, according to the institution's timeline, a later payment of the pre-financing can be exceptionally accepted.

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, Certificate of Stay, and „After the mobility“ of the Learning Agreement 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 participant shall have adequate insurance coverage. This contract is not combined with insurance. The participant himself must take up insurance covering him sufficiently; he also has to show proof of it*. It is the responsibility of the sending institution to ensure that the participant is aware of health insurance issues.*

5.2 ***Signing this contract automatically implies that the participant has taken up sufficient insurance.***

 Advice:

 **For EU Citizens**: basic health insurance coverage is automatically granted via the European Health Insurance

 card (EHIC) given by the participants’ national Health insurance company upon request.

 **For non-EU citizens**: in order to be able to study at a partner university, the participant has to show proof of

 basic health insurance. There are two possibilities:

1. The insurance which the participant contracted at home covers all the basic needs and shall be considered to be sufficient in order to enrol at the partner university
2. The participant cannot show proof of sufficient health insurance coverage or the insurance contracted at home is not considered to be sufficient: in that case, ***the participant must take up insurance in Germany.***

 **The basic Health insurance, liability insurance and an accident insurance is obligatory for all**. Moreover, a private insurance covering the participant in case of accident, specific medical intervention as well as liability and repatriation is ***strongly recommended***. It lies in the responsibility of the participant to make sure he is adequately insured during his stay abroad.

 **All insurance costs are to be covered by the participant himself.**

 The DAAD (German Academic Exchange Service) offers a large number of insurances which cover all the afore mentioned incidences. Further information to be found under: [**https://www.daad.de/versicherung/de/**](https://www.daad.de/versicherung/de/).

 Contact: Tel.: **0228/882-8770** or E-Mail: **Versicherungsstelle@daad.de**

5.3 The participant declares herewith that he was informed about the necessity of contracting a sufficient coverage during his stay abroad and acknowledges hereby that he organised his insurance coverage.

|  |  |  |
| --- | --- | --- |
|  | Name of the insurance | Insurance number |
| Health insurance | Tap here to enter text. | Tap here to enter text. |
| Accident insurance | Tap here to enter text. | Tap here to enter text. |
| Liability insurance | Tap here to enter text. | Tap here to enter text. |

5.4 The Saarland University, the National Agency (DAAD), the EU as well as any institution involved with the implementation of the Erasmus+ Programme, cannot be held responsible for any happenings and consequences related to the lack and/or the insufficiency of insurance.

**ARTICLE 6 – PARTICIPANT REPORT**

7.1. The participant shall complete and submit the participant report on their mobility experience (via the online EU Survey tool) within 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.

7.2 A complementary online survey may be sent to the participant allowing for full reporting on recognition issues.

**ARTICLE 7 – DATA PROTECTION**

8.1. The funding 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://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>

**ARTICLE 8 – APPLICABLE LAW 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**

***Participant*** ***Saarland University***

Last name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tibesh, Valentina

First name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Coordinator Erasmus+ Traineeships

Signature Signature

Done at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Done at Saarbrücken, date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**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, 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 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 legislation[[1]](#footnote-1) (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 or by any other outside body authorised by the European Commission or the National Agency of Germany 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:

<https://erasmus-plus.ec.europa.eu/erasmus-and-data-protection/privacy-statement-mobility-tool> [↑](#footnote-ref-1)