

Grant agreement for Erasmus+ studies

Academic year:

Hochschule der Bildenden Künste Saar

Address: Keplerstraße 3-5, 66117 Saarbrücken, Germany

Called hereafter "the institution", represented for the purposes of signature of this agreement by Sabine Rauber, Erasmus+ Coordinator on one part, and

Student name and first name:

Date of birth:

Address

Phone:

E-mail:

Study cycle: (Bachelor or Master):

Subject area: ISCED Code **(filled by Erasmus+ Coordinator)**

Number of completed higher education study years:

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", of the other part,

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

[Key Action 1 – HIGHER EDUCATION]

Annex I Learning Agreement for Erasmus+ mobility for studies

Annex II General Conditions

Annex III Erasmus Student Charter

The terms set out in special conditions shall take precedence over those set out in the annexes.

The participant receives **(filled by the Erasmus+ Coordinator)**

- ☒ 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:

- ☐ 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 with fewer opportunities on long-term mobility
- ☐ Top-up amount for students with fewer opportunities on short-term mobility
- ☐ **Green travel top-up**
- ☐ 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 institution shall provide support to the participant for undertaking a mobility activity for studies 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 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 mobility period shall start on _____ and end on _____ at the latest. 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. The start date of the mobility period shall be the first day of the 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 _____
- 2.4 The total duration of the mobility period shall not exceed 12 months, including any zero grant period.
- 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 statement attached to these documents) shall provide the confirmed start and end dates of duration of the mobility period.

ARTICLE 3 – FINANCIAL SUPPORT (filled by Erasmus+ Coordinator)

- 3.1 The financial support for the mobility period 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
- 3.3 The total financial support for the mobility period is _____, corresponding to _____ per month and includes applicable top-ups of _____ for _____ students with fewer opportunities on long term mobility and green travel support.
- 3.4 The reimbursement of costs incurred in connection with inclusion needs and green travel support, 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 3.4, 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 he/she carries 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 prefinancing 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.
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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. *Usually basic coverage is provided by the national health insurance of the participant as well during his/her stay in another EU country through the European Health Insurance Card. However, the coverage of the European Health Insurance Card or private insurance may not be sufficient, especially in case of repatriation and specific medical intervention. In that case, a complementary private insurance might be useful. It is the responsibility of the sending institution of the student to ensure that the participant is aware of health insurance issues.*
- 5.3 Acknowledgement that **liability insurance coverage** (covering damages caused by the student at the workplace (study place if foreseen for studies) has been organised and of how it has been organised shall be included in this agreement.
[A liability insurance covers damages caused by the student during his/her stay abroad (independently whether he/she is at work or not).

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

ARTICLE 6 – ONLINE LINGUISTIC SUPPORT

- 6.1. The participant must carry out the OLS language assessment 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 Only applicable to participants following an OLS language course: The participant shall follow the OLS language course, starting as soon as they receive access and making the most out of the service. The participant shall immediately inform the institution if he/she is unable to carry out the course, before accessing it.

ARTICLE 7 – EU SURVEY

- 7.1. 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. 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.
- 7.2 A complementary online survey may be sent to the participant allowing for full reporting on recognition issues.

ARTICLE 8 – LAW APPLICABLE AND COMPETENT COURT

- 8.1 The Agreement is governed by German law.
- 8.2 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

For the institution

Signature

Signature

Done at

Done at

[Key Action 1 – HIGHER EDUCATION]

Learning Agreement for Erasmus+ mobility for studies

Learning Agreement for Erasmus+ mobility for studies and for traineeships

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 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 45/2001 and Regulation (EU) 2016/679 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 with regard to the use of these data by the sending institution, the National Agency, or 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.