

Grant agreement model for Erasmus+ studies and/or traineeships within Programme Countries

Nottingham Trent University – UK NOTTING02

Academic year: 2017/2018

Address: [Shakespeare Street, Nottingham, NG1 4FQ]

Called hereafter "Nottingham Trent University", represented for the purposes of signature of this agreement by [name(s), forename(s) and function], of the one part, and

Mr/Mrs/Ms [Student name and forename] _____

Date of birth: _____ **Nationality:** _____

Address: [official address in full] _____ **Student Number:** _____

Phone: _____ **E-mail:** _____

Sex: [M/F] _____ **Mobility Dates:** _____

Study cycle: [1st cycle/2nd cycle/3rd cycle/Short cycle/One-cycle study programme] _____

Subject area: _____

Code: [ISCED-F code] _____ **Country where mobility will take place:** _____

Have you participated to Erasmus+ previously? Yes No

Number of completed higher education study years: _____

Student 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

financial support to student with disadvantaged background [Eligible students are defined as disadvantaged by the relevant authorities and who are eligible for full grants and loans. For example, in England, this is students from households with annual incomes of £25,000 or less.

For students from outside the UK, decisions on entitlement to this grant are made on the same principles as the £25,000 threshold stated above. That is, if the student is entitled to receive extra payments based on national or regional criteria for disadvantage, and can provide evidence of this. Then they can receive the disadvantaged background supplementary grant.

Bank account where the financial support should be paid: _____

Bank account holder (if different than student): _____

Bank name: _____

Clearing/BIC/SWIFT or Sort code: _____

Account or IBAN number: _____

THIS SHOULD BE ATTACHED TO EITHER TRAINING OR LEARNING AGREEMENT.
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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 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 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 [date DD/MM/YY _____] and end on [date DD/MM/YY _____]. The start date of the mobility period shall be the first day that the participant needs to be present at the receiving organisation [The start date of the mobility period shall be the first day of language course/welcome week attendance outside 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.
- 2.3 The participant shall receive a financial support from Erasmus+ EU funds for [tbc by Erasmus Office] _____ months and [tbc by Erasmus Office] _____ days [if the participant receives a financial support from Erasmus+ EU funds: the number of months and extra days shall be equal to the duration of the mobility period. If the participant receives a financial support from Erasmus+ EU funds combined with a zero-grant period: the number of months and extra days shall correspond to the period covered by financial support from Erasmus+ EU funds, which shall be provided at least for the minimum duration of the period abroad (2 months for traineeships and 3 months or 1 academic term or trimester for studies).
- 2.4 The total duration of the mobility period shall not exceed 12 months, including any zero grant period.
- 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 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

- 3.1 The financial support for the mobility period is EUR [tbc by Erasmus Office] _____, corresponding to EUR [tbc by Erasmus Office _____] per month and EUR [tbc by Erasmus Office] _____ per extra days.
- 3.2 The amount for the mobility period shall be determined by multiplying the number of months of the mobility specified in article 2.3 with the rate applicable per month for the receiving country concerned. In the case of incomplete months, the financial support is calculated by multiplying the number of days in the incomplete month with 1/30 of the unit cost per month. If the participant is enrolled in an institution established in an outermost region/country, the participant shall receive an additional [_____] 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.

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- 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 its 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 comply with the terms of the agreement [NA to complete with specific recovery rules if needed]. 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 sending 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 the amount of the grant corresponding to the actual duration of the mobility period as defined in article 2.2. Any remaining funds shall have to be refunded, except if agreed differently with the sending institution. Such cases shall be reported by the sending institution and accepted by the National Agency.

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
 - the start date of the mobility period
 - upon receipt of confirmation of arrival by the beneficiary
- 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 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 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.

ARTICLE 5 – INSURANCE

- 5.1 The participant shall have adequate insurance coverage. They should ensure **EHIC** is in place and copy of the **insurance coverage paper**.
- 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*].
- 5.3 Acknowledgement that **liability insurance coverage** covering damages caused by the student at the workplace place has been organised and of how it has been organised shall be included in this agreement or within the Traineeship Agreement
- 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 or within the Traineeship Agreement.

ARTICLE 6 – ONLINE LINGUISTIC SUPPORT - Czech, Danish, Greek, English, French, German, Italian, Spanish, Dutch, Polish, Portuguese or Swedish

- 6.1. The participant must carry out the OLS language assessment before and at the end of 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 [main language of instruction/work to be specified] that the student already has or agrees to acquire by the start of the mobility period is: A1 A2 B1 B2 C1 C2
- 6.3 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. (if applicable)
- 6.4 The payment of the final instalment of the financial support is subject to the completion of the compulsory OLS language assessment at the end of the mobility.

ARTICLE 7 – EU SURVEY & MEMO

- 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.

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- 7.3 The Student will complete the MEMO survey prior to mobility starting
- 7.4 The payment of the final instalment of the financial support is subject to the completion of the compulsory MEMO and EU Survey at the end of the mobility.

ARTICLE 8 – LAW APPLICABLE AND COMPETENT COURT

- 8.1 The Agreement is governed by England & Wales.
- 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
[name / forename]

For the [institution/organisation]
[name / forename / function]

[signature]

[signature]

Done at [place], [date]

Done at [place], [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 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 United Kingdom, 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 United Kingdom 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 the amount of the grant corresponding to the actual duration of the mobility period as defined in article 2.2. 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 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 the [national supervising body for data protection] 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 United Kingdom or by any other outside body authorised by the European Commission or the National Agency of United Kingdom to check that the mobility period and the provisions of the agreement are being properly implemented.