

ANNEX 6: TEMPLATE FOR AGREEMENT BETWEEN BENEFICIARIES AND PARTICIPANTS

AGREEMENT – ERASMUS+ - MOBILITY OF INDIVIDUALS

Project code: 2024-1-DE01-KA131-HED-000226661

Field: Higher Education

Academic year: 2024/2025

Erasmus+ mobility ID number: n/a

PREAMBLE

This **Agreement** ('the Agreement') is **between** the following parties:

on the one part,

the **Organisation** ('the organisation'),

Regional Contact Point for Erasmus-Traineeships and University – Business Cooperation
represented by Hochschule Fulda - University of Applied Sciences Fulda (consortium leader)
Erasmus code: D FULDA01

Address: Leipziger Straße 123, 36037 Fulda, Germany

Email: info@eu-placement.de

represented for the purposes of signature of this agreement by Dr. Annette Götz, Head of
Research and Transfer

and

on the other part,

the '**participant**'

First Name and Last Name:

With residence at address:

Date of birth:

Phone:

E-mail:

Bank account where the financial support should be paid:

Bank account holder:

Bank name:

Clearing/BIC/SWIFT number:

Account/IBAN number:

The parties referred to above have agreed to enter into this Agreement.

The Agreement is composed of:

Terms and Conditions

Annex 1: Erasmus+ learning agreement for student mobility for traineeships

Annex 2: Erasmus Student Charter

The terms set out in the Terms and Conditions will take precedence over those set out in the annex.

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
- Travel support (green travel or non-green travel)
- Travel days (additional individual support days)
- Exceptional cost for expensive travel (based on real costs)
- Inclusion support (based on real costs)

The participant receives:

- a financial support from Erasmus+ EU funds
- a zero-grant
- a partial financial support from Erasmus+ EU funds for part of the physical duration

TERMS AND CONDITIONS

ARTICLE 1 – SUBJECT OF THE AGREEMENT

- 1.1 This agreement sets out the rights and obligations and terms and conditions applicable to the financial support awarded to carry out a mobility activity under the Erasmus+ Programme.
- 1.2 The organisation will provide support to the participant for undertaking a mobility activity.
- 1.3 The participant accepts the support or the provision of services as specified in Article 3 and undertakes to carry out the mobility activity as described in Annex 1.
- 1.4 Amendments to this grant agreement will 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 will enter into force on the date when the last of the two parties signs this agreement.
- 2.2 The mobility period will start on _____ and end on _____.
- 2.3 The period covered by the agreement includes:
 - a physical mobility period from _____ to _____, equal to ____ days
 - ____ funded travel days
- 2.4 The traineeship certificate shall provide the confirmed start and end dates of duration of the mobility period, including the virtual component.

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide 2024 version.
- 3.2 The participant will receive a financial support from Erasmus+ EU funds for ____ days
- 3.3 The participant may submit a request concerning the extension of the physical mobility period up to the maximum activity duration set out in the Erasmus+ Programme Guide of 30 days before the original end date of the mobility. If the organisation agrees to extend the duration of the mobility period, the agreement will be amended accordingly.

- 3.4 The organisation shall provide the participant the total financial support for the mobility period in the form of a payment of EUR _____
- 3.5 The contribution towards costs incurred in connection with travel or inclusion needs (inclusion support, exceptional costs for expensive travel, top-up for fewer opportunities), shall be based on the supporting documents provided by the participant.

ARTICLE 4 – ELIGIBILITY OF COSTS

- 4.1 In order to be eligible the costs must be actually used or produced by the participant in the period set out in Article 2 and/or be necessary for implementing the activity in the Annex. The costs must comply with the applicable national law on taxes, labour and social security.
- 4.2 Regarding actual costs (e.g. inclusion support) they must be based on supporting document such as invoices, receipts, etc.
- 4.3 The financial support may not be used to cover costs for activities already funded by Union funds. It is nonetheless 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 1.
- 4.4 The participant may not claim reimbursement for currency exchange losses or bank costs charged by the participant's bank for transfers from the sending organisation.

ARTICLE 5 – PAYMENT ARRANGEMENTS

- 5.1 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

The payment shall be made to the participant representing 100% of the amount specified in Article 3. In case the participant did not provide the supporting documents in time, according to the funding organisation's timeline, a later payment of the pre-financing can be exceptionally accepted, based on justified reasons.

ARTICLE 6 – RECOVERY

- 6.1 The financial support or part thereof shall be recovered by the sending organisation if the participant does not comply with the terms of the agreement. If the participant terminates the agreement before it ends, the participant shall have to return the amount of the grant already paid, except if agreed differently with the sending organisation. The latter shall be reported by the sending organisation and accepted by the National Agency.

ARTICLE 7 – INSURANCE

- 7.1 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.

7.2 Insurance coverage shall include at minimum a health insurance (mandatory for traineeships and optional for other mobilities) and a liability insurance and an accident insurance.

Liability insurance coverage (covering damages caused by the student at the workplace) **insurance is mandatory!** (please select the responsible person/institution)

Name of insurance:

Insurance no.:

The responsible party for taking the insurance coverage is:

Host organisation

Home institution

Participant

Accident insurance coverage related to the student's tasks (covering at least damages caused to the student at the workplace) **insurance is mandatory!** (please select the responsible person/institution)

Name of insurance:

Insurance no.:

The responsible party for taking the insurance coverage is:

Host organisation

Home institution

Participant

ARTICLE 8 – LANGUAGE LEVEL AND ONLINE LANGUAGE SUPPORT (OLS)

8.1 The participant may carry out the OLS language assessment in the language of mobility (if available) before the mobility period and make use of the language courses available on the OLS platform.

ARTICLE 9 – PARTICIPANT REPORT

9.1 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.

ARTICLE 10 – ETHICS AND VALUES

10.1 The mobility activity must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.

10.2 The participant must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

10.3 If a participant breaches any of its obligations under this Article, the financial support may be reduced or not be paid.

ARTICLE 11 – DATA PROTECTION

11.1 Any personal data under the agreement will be processed under the responsibility of the data controller identified in the privacy statement in accordance with the applicable data provision legislation, in particular Regulation 2018/1725¹ and related national data protection acts and for the purposes set out in the Privacy Statement available at:

<https://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>.

<https://www.eu-placements.de/images/Datenschutzinformation-Erasmus-Praktika.pdf>

11.2 Such data will 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 (Court of Auditors or European Antifraud Office (OLAF)).

11.3 The participant may, on written request, gain access to his personal data and correct any information that is inaccurate or incomplete. The participant 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 12 — AGREEMENT SUSPENSION

12.1 The agreement may be suspended by initiative of the participant or of the organisation if exceptional circumstances — in particular *force majeure* (see Article 16) — make implementation impossible or excessively difficult. The suspension will take effect on the day agreed by written notification by the parties. The agreement may be resumed afterwards.

12.2 The organisation may — at any moment — suspend the agreement, if the participant has committed or is suspected of having committed:

- a) substantial errors, irregularities or fraud or
- b) serious breach of obligations under this agreement or during its award (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethics rules (if applicable), etc.).

12.3 Once circumstances allow for implementation to resume, the parties must immediately agree on the resumption date (one day after suspension end date). The suspension will be lifted with effect from the suspension end date.

12.4 During the suspension, no financial support will be paid to the participant.

12.5 The participant may not claim damages due to suspension by the organisation.

12.6 Suspension does not affect the organisation's right to terminate the agreement (see Article 13).

¹ Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC.

ARTICLE 13 – TERMINATION OF THE AGREEMENT

- 13.1 The agreement may be terminated by either party if circumstances arise that render the execution of the agreement impracticable, impossible or excessively difficult.
- 13.2 In case of termination due to *force majeure* (Article 16), the participant will be entitled to receive at least the amount of the financial support corresponding to the actual duration of the activity period. Any remaining funds will have to be recovered.
- 13.3 In the event of serious breach of obligations or if the participant has committed irregularities, fraud, corruption, or is involved in a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking the organisation may terminate the agreement by formally notifying the other party.
- 13.4 The organisation reserves the right to initiate a court action if any requested refund is not voluntarily issued within the deadline notified to the participant by registered letter.
- 13.5 The termination will take effect on the date specified in the notification; ‘termination date’.
- 13.6 The participant may not claim damages due to termination by the organisation.

ARTICLE 14 – CHECKS AND AUDITS

- 14.1 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 or were properly implemented.
- 14.2 Any finding related to the agreement may lead to the measures set in Article 6 or to further legal action in the terms of the applicable national law.

ARTICLE 15 – DAMAGES

- 15.1 Each party of this agreement exonerates 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 their staff.
- 15.2 The National Agency of Germany, the European Commission or their staff will 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 will not entertain any request for indemnity of reimbursement accompanying such claim.

ARTICLE 16 – FORCE MAJEURE

- 16.1 A party prevented by force majeure from fulfilling its obligations under the agreement cannot be considered in breach of them.
- 16.2 ‘Force majeure’ means any situation or event that:
 - prevents either party from fulfilling their obligations under the agreement,
 - was unforeseeable, exceptional situation and beyond the parties’ control,

- was not due to error or negligence on their part (or on the part of other participating entities involved in the action), and
 - proves to be inevitable in spite of exercising all due diligence.
- 16.3 Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.
- 16.4 The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible.

ARTICLE 17 – LAW APPLICABLE AND COMPETENT COURT

- 17.1 The agreement is governed by Germany law.
- 17.2 The competent court determined in accordance with the applicable national law will 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.

ARTICLE 18 – ENTRY INTO FORCE

The agreement will enter into force on the last date of signature by the parties.

SIGNATURES

For the participant

For the Regional Contact Point
Erasmus-Traineeships and
University-Business Cooperation
Dr. Annette Götz
Head of Research and Transfer

name / forename:

Signature

Signature

Done at place, date

Done at place, date

Annex 1

Erasmus+ learning agreement for student mobility for traineeship

