

Grant agreement model for Erasmus+ staff mobility for teaching and training

[This template can be adapted by the HEI/sending organisation, but the content of this template are minimum requirements. Blue code: directions for HEIs that should be deleted; yellow code: HEI to select or edit as applicable]

[For staff from HEIs: Full official name of the sending institution and Erasmus Code, if applicable] [For invited staff from enterprises: Full official name of the receiving institution]

Address: [official address in full]

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

[Key Action 1 – HIGHER EDUCATION]

Dr/Mr/Mrs/Ms [Participant name(s) and forename(s)]

Seniority in the position:

Nationality:

Address: [official address in full]

Department/unit:

Phone:

E-mail:

Sex: [M/F]

Academic year: 20../20..

Participant 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

[Key Action 1 – VOCATIONAL EDUCATION AND TRAINING, SCHOOL EDUCATION, ADULT EDUCATION]

Dr/Mr/Mrs/Ms [Participant name(s) and forename(s)]

Seniority in the position:

Nationality:

Address: [official address in full]

Department/unit:

Phone:

E-mail:

Sex: [M/F]

Academic year: 20../20..

The financial support includes: special needs support

[To be completed for invited staff from enterprises and any other participants receiving financial support from Erasmus+ EU funds when the institution/organisation does not already have this information].

Bank account where the financial support should be paid:

Bank account holder (if different than participant):

Bank name:

Clearing/BIC/SWIFT number:

Account/IBAN number:

Called hereafter "the participant", of the other part,

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

Annex I

[Key Action 1 – HIGHER EDUCATION]

Staff Mobility Agreement

[Key Action 1 – SCHOOL EDUCATION]

Staff Mobility Agreement

[Key Action 1 – VOCATIONAL TRAINING]

Work programme [to be signed between sending and receiving organisations]

[Key Action 1 – ADULT EDUCATION]

Staff Mobility Agreement

Annex II

General Conditions

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 [teaching/ training/ teaching and training] under the Erasmus+ Programme.
- 1.2 The participant accepts the financial support or the provision of services as specified in article 3 and undertakes to carry out the mobility activity for [teaching/ training/ teaching and training] 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 mobility period shall start on [date] and end on [date]. The start and the end date of the mobility period shall be the first day that the participant needs to be present at the receiving [institution/organisation] and the end date shall be the last day the participant needs to be present at the receiving [institution/organisation].
[Institution/organisation to select the applicable option: [Travel time is excluded from the duration of the mobility period.] or [One day for travel before the first day of the activity abroad [and/or] one day for travel following the last day of the activity abroad shall be added to the duration of the mobility period and included in the calculation for individual support.]]
- 2.3 The participant shall receive support from Erasmus+ EU funds for [...] days of activity [If the participant receives financial support from Erasmus+ EU funds: the number of days shall be equal to the duration of the mobility period]; [for HIGHER EDUCATION only:] If the participant receives financial support from Erasmus+ EU funds combined with a zero-grant period the number of days shall correspond to the period covered by a financial support from Erasmus+ EU funds, which shall be provided at least for the minimum duration of the period abroad (2 days per mobility period)]; [if the participant receives a zero-grant for the entire period: this number of days should be 0] and [...] days for travel [if the participant receives a zero-grant for the entire period: this number of days should be 0].
- 2.4 The total duration of the mobility period, shall not exceed 2 months with a minimum of 2 consecutive days per mobility activity. [For teaching mobility for HIGHER EDUCATION only: A minimum of 8 teaching hours per week (or any shorter period of stay) has to be respected. If the mobility lasts longer than one week, the minimum number of teaching hours for an incomplete week shall be proportional to the duration of that week. If the teaching activity is combined with a training activity during a single period abroad, the minimum is reduced to 4 teaching hours per week (or any shorter period of stay). There is no minimum number of teaching hours for invited staff from enterprises.
[For teaching mobility [The participant shall teach a total of [...] hours in [...] days].
- 2.5 The participant may submit any request concerning the extension of the mobility period within the limit set out in article 2.4. If the institution agrees to extend the duration of the mobility period, the agreement shall be amended accordingly.
- 2.6 The Certificate of Attendance shall provide the effective start and end dates of the mobility period.

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1. [Institution/organisation shall select Option 1, Option 2 or Option 3]
[Option 1: The participant shall receive EUR [...] corresponding to individual support and [...] EUR corresponding to travel. The amount of individual support is EUR [...] per day up to the 14th day of activity and EUR [...] per day from the 15th day,
The final amount for the mobility period shall be determined by multiplying the number of days of the mobility specified in article 2.3 with the individual support rate applicable per day for the receiving country and adding the contribution for travel to the amount obtained.] [FOR HE ONLY: for zero-grant participants, the contribution for travel should be 0]
[Option 2: The [institution/organisation] shall provide the participant with travel and individual support in the form of direct provision of the required travel and individual support services. In such case, the beneficiary shall ensure that the provision of services will meet the necessary quality and safety standards.
[Option 3: The participant shall receive from the institution a financial support of [...] EUR for [travel/ individual support] and support in the form of direct provision of the required [travel/ individual support]

services. In such case, the beneficiary shall ensure that the provision of services will meet the necessary quality and safety standards.

- 3.2 The reimbursement of costs incurred in connection with special needs, or expensive travel costs, when applicable, shall be based on the supporting documents provided by the participant.
- 3.3 The financial support may not be used to cover costs already funded by EU funds.
- 3.4 Notwithstanding Article 3.3, the financial support is compatible with any other source of funding.
- 3.5 The financial support or part of it shall be recovered if the participant does not carry out the mobility in compliance with the terms of the agreement. However, reimbursement shall not be requested when the participant has been prevented from completing his/her mobility activities as described in Annex I due to force majeure. Such cases shall be reported by the sending institution [For invited staff from enterprises: by the receiving institution] and accepted by the NA.

ARTICLE 4 – PAYMENT ARRANGEMENTS

- 4.1 [Only if options 1 or 3 in article 3.1 have been selected] Within 30 calendar days following the signature of the agreement by both parties, and no later than the start date of the mobility period, a pre-financing payment shall be made to the participant representing [between 70% and 100%] of the amount specified in Article 3.
- 4.2 [Only if options 1 or 3 in article 3.1 have been selected] If 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.
- 4.3 The participant must provide proof of the actual dates of start and end of the mobility period, based on a certificate of attendance provided by the receiving organisation.

ARTICLE 5 – EU SURVEY

- 5.1. 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.
- 5.2 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.

ARTICLE 6 – LAW APPLICABLE AND COMPETENT COURT

- 6.1 The Agreement is governed by national law of Republic of Slovenia.
- 6.2 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(s) / forename(s)]

[signature]

Done at [place], [date]

For the institution
[name(s)/ forename(s) / function]

[signature]

Done at [place], [date]

[Key Action 1 – HIGHER EDUCATION]

Staff Mobility Agreement

[Key Action 1 –SCHOOL EDUCATION]

Staff Mobility Agreement

[Key Action 1 – VOCATIONAL TRAINING]

Work programme

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 Republic of Slovenia, 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 Republic of Slovenia 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 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 Republic of Slovenia or by any other outside body authorised by the European Commission or the National Agency of Republic of Slovenia to check that the mobility period and the provisions of the agreement are being properly implemented.