**Anexa 6: Template**

**Grant Agreement for Erasmus+ student mobility for studies and/or traineeship (KA171-HED)**

[This template is applicable for student mobility activities in the higher education sector. The **bracketed text in yellow** is guidance for using this grant agreement template, which must be taken into account and then removed once the document is completed. The **bracketed text in blue** should be edited/replaced by the relevant information for each case. **The content of the template sets minimum requirements and as such, they must not be deleted.** The beneficiary can add further provisions, if necessary.]

Field: Higher Education

Academic year: 20.../20...

**PREAMBLE**

This **Agreement** (called hereafter „the agreement”) is **between** the following parties:

**on the one part,**

Official name of the beneficiary organisation: [**Full official name of the beneficiary organisation**]

Full official address: [...]

Official legal form: [...]

Official registration number: [...]

VAT number: [...]

OID: [...]

Erasmus code: [...]

E-mail address: [...]

called hereafter „the beneficiary organisation” represented for the purposes of signature of this agreement by [surname, forename, function],

**and**

**on the other part:**

Full name of the participant: [**surname and forename of the participant**]

Date of birth: [...]

Full official address: [...]

Telephone number: [...]

E-mail address: [...]

[For participants receiving financial support from Erasmus+, except those receiving only a zero-grant from EU funds:]

Bank account where the financial support should be paid:

Bank account holder: [...]

Bank name: [...]

Clearing/BIC/SWIFT number: [...]

Account/IBAN number: [...]

called hereafter „the participant”.

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

The Agreement is composed of:

Terms and Conditions

Annex 1: [choose what is applicable: Erasmus+ learning agreement for student mobility for studies / Erasmus+ learning agreement for student mobility for traineeships / Erasmus+ learning agreement for student mobility for studies and traineeships][[1]](#footnote-1)

Annex 2: Erasmus Student Charter

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

The participant receives: [choose one option]

🗆 A financial support from Erasmus+ EU funds

🗆 A zero-grant

The total amount includes: see Article 3.

# 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 beneficiary organisation will provide support to the participant for undertaking a mobility activity under the Erasmus+ Programme.

1.3 The participant accepts the support or the provision of services as specified in Article 3 and undertakes to carry out the studies and/or traineeship mobility activity as described in the Annex 1.

1.4 Amendments to this grant agreement will be requested and agreed by both parties through a formal notification in writing, by letter or by electronic message.

**ARTICLE 2 – DURATION OF MOBILITY**

2.1 The period covered by the grant agreement includes:

* a physical mobility period starting on [date] at the earliest and ending on [date] at the latest, equal to a total number of [calculated number of mobility days] days. 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. [The beneficiary organisation to select for participants attending a language course provided by another organisation than the receiving organisation as a relevant part of the mobility period abroad: The start date of the mobility period shall be the first day of language course attendance outside the receiving organisation.]
* [if applicable: [number of days] travel days included in the calculation of the additional individual suport.]
* [for blended mobility: a virtual component starting on [date] and ending on [date].]

2.2 The minimum duration of the physical mobility period is [for long-term physical mobility: 2 months / for short-term physical mobility: 5 days]. The total duration of the physical mobility period must not exceed [for long-term physical mobility: 12 months / for short-term physical mobility: 30 days], including any zero-grant duration.

2.3 Supporting documents that are necessary as proof of participation in the mobility: [choose what is applicable: transcript of records and annexed statement (certificate of attendance) / traineeship certificate and annexed statement (certificate of attendance)] signed by the receiving organisation must specify the name of the participant, type of mobility activity, the confirmed start and end dates of duration of the mobility period, including the virtual component in case of blended mobility. In addition, the participant must provide proof of the actual travel to the host country (if applicable, tickets used for the means of transportation or boarding passes or invoices for the accommodation services etc.).

2.4 Without prejudice of the respect of the minimum eligible duration indicated in Article 2 pct. 2.2, only if the duration of physical mobility confirmed by the host organisation is shorter than the one indicated in this grant agreement by 5 days or less, the grant will not be recalculated, whereas if the duration of physical mobility confirmed by the host organisation is shorter than the one indicated in this grant agreement by more than 5 days, the grant will be recalculated according to the duration.

**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 long-term physical mobility: for [...] months and [...] days / for short-term physical mobility: for [...] days] of physical mobility. [if applicable: In addition, [...] travel days are added and included in the calculation of the additional individual support.] [if the participant will not receive financial support for the entire mobility period, the number of days shall be adjusted accordingly.]

3.3 The participant may submit a request concerning the extension of the physical mobility period within the conditions set out in point 2.2 of Article 2, as well as the Erasmus+ Programme Guide. If the beneficiary organisation agrees to extend the duration of the mobility period, the agreement will be amended accordingly.

3.4 The beneficiary organisation shall provide the participant the total financial support for the mobility period in the amount of […] euro, corresponding to:

* [for long-term physical mobility: individual support for long-term physical mobility of [...] euro [choose what is applicable: including: top-up amount for students and recent graduates with fewer opportunities on long-term mobility of 250 euro; / additional individual support for travel days].
* [for short-term physical mobility: individual support for short-term physical mobility of [...] euro [choose what is applicable: including: top-up amount for students and recent graduates with fewer opportunities on short-term mobility (between 5 – 14 days) of 100 euro as a single contribution; / top-up amount for students and recent graduates with fewer opportunities on short-term mobility (between 15 – 30 days) of 150 euro as a single contribution; / additional individual support for travel days].
* [choose what is applicable: „green travel” / „non-green travel”] support of […] euro;
* [if applicable: inclusion support for participants (based on real costs) of […] euro;].

[For zero-grant, the total financial support is EUR 0 (zero).]

3.5 When applicable, the contribution towards costs incurred in connection with travel support or inclusion needs („green travel”; „non-green travel”; top-up amount for students and recent graduates with fewer opportunities; inclusion support for participants, based on real costs) 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.

4.2 Regarding actual costs (e.g. inclusion support), these must be based on supporting document such as invoices, receipts, proof of payment 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 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 [For outgoing mobility: 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.]

[For incoming mobility: A pre-financing payment shall be made to the participant in a timely manner after the arrival of the participant.]

The payment shall be made to the participant representing [the beneficiary organisation to choose:][a percentage between 80% - 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.

5.2 If the payment under point 5.1 of Article 5 is lower than 100% of the financial support, the submission of the participant 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 beneficiary organisation shall have [for outgoing mobility: 45 / for incoming mobility: 20] calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.

**ARTICLE 6 – RECOVERY**

6.1 The financial support or part thereof shall be recovered by the beneficiary 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 beneficiary organisation. The latter shall be reported by the beneficiary organisation and accepted by the National Agency of Romania.

**ARTICLE 7 – INSURANCE**

7.1 The beneficiary organisation shall make sure that the participant has adequate insurance coverage either by providing itself the insurance, or by making an agreement with the [for outgoing mobility: receiving / for incoming mobility: sending] 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. [In case the receiving/sending organisation is identified as the responsible party in point 6.3 of Article 6, a specific document will be attached to this grant agreement defining the conditions of the insurance provision and including the consent of the receiving/sending organisation.]

7.2 Insurance coverage shall include at minimum a health insurance [the following are mandatory for traineeship mobility and optional for studies mobility, the beneficiary organisation will choose what is applicable: a liability insurance / an accident insurance].[Explanation: In the case of intra-European mobility, the participant’s national health insurance will include a basic coverage during their stay in another EU country through the European Health Insurance Card. However, this coverage may not be sufficient for all situations, for example in case of repatriation or special medical intervention or in case of international mobility. In that case, a complementary private health insurance may be needed. Liability and accident insurances cover damages caused by the participant or to the participant during their stay abroad. Varying regulation of these insurances is in place in different countries and participants run the risk of not being covered by standard schemes, for example if they are not considered to be employees or formally enrolled at their receiving/sending organisation. In addition to the above, insurance against loss or theft of documents, travel tickets and luggage is recommended.]

[It is recommended to also include the following information:]

[Insurance provider(s): ...]

[Insurance number: ...]

[Insurance policy: [choose what is applicable, where applicable: nominative / promissory / bearer]]

7.3 The responsible party for taking the insurance coverage is: [choose what is applicable: the beneficiary organisation / the participant / the [for outgoing mobility: receiving / for incoming mobility: sending] organisation]. [In the case of separate insurances, the responsible parties may be different and will be listed here according to their respective responsibilities.]

**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.

8.2 [Optional - only if not included in the Learning Agreement] The level of language competence in [main language of instruction/work to be specified: ...] that the participant already has or agrees to acquire by the start of the mobility period is: [choose what is applicable: A1 / A2 / B1 / B2 / C1 / C2].

**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 / for incoming long-term mobility: 10] calendar days upon receipt of the invitation to complete it.

9.2 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.

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

**ARTICLE 10 – ETHICS AND EU 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 2018/1725[[2]](#footnote-2) 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>.

Such data will be processed solely in connection with the implementation and follow-up of the agreement by the sending organisation, the National Agency in Romania 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)).

11.2 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 his/her personal data to the beneficiary organisation and/or the National Agency. The participant may lodge a complaint against the processing of his 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 beneficiary 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 beneficiary 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 beneficiary organisation.

12.6 Suspension does not affect the beneficiary organisation’s right to terminate the agreement (see Article 13), in which case the beneficiary organisation will first end the suspension of the contract.

**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 If the participant does not comply with all the obligations set out in this agreement 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 beneficiary organisation may terminate the agreement by formally notifying the other party.

13.4 The beneficiary organisation reserves the right to initiate a court action if any requested refund, following the termination of the agreement, 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 beneficiary 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 Romania or by any other outside body authorised by the European Commission or the National Agency of Romania to check that the mobility period and the provisions of the agreement are being properly implemented.

14.2 Based on the final control and/or audit findings, the beneficiary organisation can take the measures it deems necessary, including full or partial recovery of the payments made by it.

**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 Romania, 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 Romania 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:

a) prevents either party from fulfilling their obligations under the agreement;

b) was unforeseeable, exceptional situation and beyond the parties’ control;

c) was not due to error or negligence on their part (or on the part of other participating entities involved in the action); and

d) 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 – APPLICABLE LAW AND COMPETENT COURT**

17.1 The agreement is governed by civil law. Grant use is subject to the terms of the current agreement, the governing EU rules and, additionally, the Romanian legislation.

17.2 The competent courts are the courts in the locality where the beneficiary organisation is established, which have sole jurisdiction to resolve any dispute between the beneficiary 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**

18.1 The grant agreement will enter into force on the date when the last of the two parties signs this grant agreement.

18.2 The agreement is signed in [the beneficiary organisation shall adapt as applicable: 4 copies, 2 in Romanian and 2 in English, with equal legal value, one copy for each party]. In case of divergent interpretations of the terms of agreement, the Romanian version prevails.

SIGNATURES

|  |  |
| --- | --- |
| For the participant | For the beneficiary organisation |
| **[surname, forename]** | **[surname, forename, function]** |
|  |  |
| Signature | Signature and stamp (if applicable) |
|  |  |
| Done at [place]  Date \_\_\_\_\_\_\_\_ | Done at [place]  Date \_\_\_\_\_\_\_\_ |

The participant has read, fully understood and expressly accepted, by signing, the content and effects of all the terms of the agreement, the annexes to the agreement – Annex 1 and Annex 2, representing the agreement of both parties, specifically including the terms of the agreement: the provisions of Article 4 „Eligibility of Costs“, the provisions of Article 6 „Recovery“, the provisions of point 8.2 of Article 8 „Language Level and Online Language Support (OLS)“, the provisions of point 9.2 of Article 9 „Participant Report“, the provisions of point 10.3 of Article 10 „Ethics and Values“, the provisions of Article 12 „Agreement Suspension“, the provisions of Article 13 „Termination of the Agreement“, the provisions of Article 14 „Checks and Audits“, the provisions of Article 15 „Damages“, the provisions of Article 17 „Applicable Law and Competent Court“.

SIGNATURE

|  |
| --- |
| For the participant |
| **[surname, forname]** |
|  |
| Signature |
|  |
| Done at [place]  Date \_\_\_\_\_\_\_\_ |

1. It is not compulsory to circulate documents with original signatures for Annex 1 of this agreement: scanned copies of signatures and electronic signatures may be accepted, depending on the national legislation or institutional regulations. [↑](#footnote-ref-1)
2. 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. [↑](#footnote-ref-2)