



Grant Agreement between Beneficiaries and Participants - Erasmus+ - Mobility of Individuals

Field: Higher Education

Academic year:

Erasmus+ mobility ID number: n/a

Project code: 2023-1-DE01-KA131 -HED-000113897

Preamble

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

on the one part,

the **Organisation** ('the organisation'), Technische Universität Carolo-Wilhelmina zu Braunschweig

Erasmus-Code: D BRAUNSC01

Address: Universitätsplatz 2, 38106 Braunschweig

E-Mail: erasmus@tu-braunschweig.de

represented for the purpose of signature of this agreement by Dott. Francesco Ducatelli, Erasmus+ institutional coordinator

and on the other part

the **Participant** ('participant')

First and family name

Date of birth

Address (official address in full)

Email address

Phone number

Level of studies*

Field of study*

Code (ISCED-F-Code)*

Number of completed academic years*

I hereby agree that my contact details may be passed on to subsequent Erasmus+ students and that they may be used for the purposes of the Erasmus+ Alumni Association:

yes no

Previous Erasmus+ stay abroad*:

yes no

If yes, as part of:

studies internship

If yes, as part of study level:

Bachelor Master's PhD

Duration of stay in months:

* Only relevant for studies and/or internships.

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 studies/ Erasmus+ learning agreement for student mobility for traineeships/ Erasmus+ mobility agreement for staff mobility for teaching/ Erasmus+ mobility agreement for staff mobility for training]¹

Annex 2: Erasmus Student Charter (https://www.tu-braunschweig.de/fileadmin/Redaktionsgruppen/Einrichtungen/International/2_Studium_und_Praktikum_im_Ausland/PDFs/Erasmus__Studium/TUBS_Erasmus_Charta_fuer_Studierende.pdf)

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
Top-up amount for green travel to individual support
Travel support (standard travel or green travel amount)
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

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 (including via the Erasmus Without Paper Network), depending on the national legislation or institutional regulations.

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 the 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 grant agreement will enter into force on the date when the last of the two parties signs this grant agreement.
- 2.2 The mobility period will start on [] and end on []
- 2.3 The period covered by the grant agreement includes:
 - a physical mobility period from [] to [] equal to [] days.
 - [] funded travel days
 - a virtual component from [] to []The physical mobility phase begins on the first day on which the participant must be present at the receiving institution. The mobility phase ends on the last day on which the participant must be present at the receiving institution.
- 2.4 The transcript of records/traineeship certificate/certificate of attendance (or statement attached to these documents) 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 (2023 version).
- 3.2 The participant will receive a financial support from Erasmus+ EU funds for [] days of physical mobility.
- 3.3 The participant may submit a request concerning the extension of the physical mobility period within the limit set out in the Erasmus+ Programme Guide of 30 days. 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 and travel days 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,
 - [] travel support,
 - [] green travel top-up,
 - [] top-up for fewer opportunities,shall be based on the supporting documents provided by the participant.
- 3.6 The financial support may not be used to cover costs for actions already funded by Union funds.
- 3.7 Notwithstanding Article 3.6, the financial support is 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 I.

Article 4 – Payment arrangements

4.1 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/ upon receipt of confirmation of arrival by the participant

Option for incoming mobility:

The participant shall receive individual and travel support, if applicable, in a timely manner after the arrival of the participant.

The payment shall be made to the participant representing 70% 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.

4.2 The submission of the participant report via the online EUSurvey tool shall be considered as the participant's request for payment of the balance of the financial support. The organisation shall have

calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.

Article 5 – Recovery

5.1 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 6 – Insurance

6.1 The higher education institution ensures that the participant has appropriate insurance coverage by (a) providing the insurance itself or (b) with the receiving higher education institution agreed that this will provide the insurance, or (c) the relevant insurance to the participant provides information and assistance to take out insurance yourself.

6.2 Insurance coverage includes at least health insurance and is mandatory for internships and optional for other mobility measures, liability and accident insurance.

The participant hereby declares that he/she has his/her insurance cover during his/her stay abroad checked and expanded if necessary. The participant is aware that he/she does not have access to the Technische Universität Braunschweig or the Erasmus+ program is insured. The participant is aware that the Technische Universität Braunschweig and the Erasmus+ program are not responsible for the consequences of non-compliance or liable for underinsurance. The participant confirms that they have taken note of the explanations/information on the subject of insurance abroad and that they will make sufficient adjustments to their insurance cover.

6.3 The responsible party for taking the insurance coverage is: The participant OR the receiving organisations.

Article 7 – Language level and Online Language Support (OLS)

7.1 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.

7.2 The level of language competence in that the participant already has or agrees to acquire by the start of the mobility period is:

Article 8 – Participant report

8.1 The participant shall complete and submit the participant report on their mobility experience (via the online EUSurvey tool) within

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.

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

Article 9 – Ethics and Values

- 9.1 **Ethics:** 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.
- 9.2 **Values:** 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).
- 9.3 If a participant breaches any of its obligations under this Article, the grant may be reduced.

Article 10 – Data Protection

- 10.1 The funding organisation shall provide the participants with the relevant privacy statement for the processing of their personal data before these are encoded in the electronic systems for managing the Erasmus+ mobilities. Further information on the processing of your personal data, as well as what data we collect, who has access to it and how we protect this data, can be found at: <https://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>

Further information:

www.tu-braunschweig.de/datenschutz/eu-dsgvo

www.tu-braunschweig.de/datenschutzerklaerung

- 10.2 All personal data contained in the agreement shall be processed in accordance with Regulation (EC) No 2018/1725 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the EU organisations 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 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)).
- 10.3 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 his/her personal data to the sending 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 11 – Termination of the agreement

- 11.1 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 organisation 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.
- 11.2 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 their 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.

Article 12 – Checks and Audits

- 12.1 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.

Article 13 – Liability

- 13.1 Each party of this agreement shall exonerate 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 his staff.
- 13.2 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 or reimbursement accompanying such claim.

Article 14 – Applicable law and competent court

- 14.1 The Agreement is governed by German law.
- 14.2 The competent court determined in accordance with the applicable national law shall 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 15 – Other obligations

- 15.1. The participant is obliged to send the Confirmation of Stay, the After the mobility document, an experience report, and the documentation/recognition of their mobility in the course of their studies to the sending institution after their return.

Signatures

For the participant

For the organisation

<input type="text"/>	Dott. Francesco Ducatelli
Name, First name	Erasmus+ Institutional Coordinator

Signature

Signature

<input type="text"/>	<input type="text"/>
Done at Place, Date	Done at Place, Date

Annex 1

Erasmus+ learning agreement for student mobility for studies
Erasmus+ learning agreement for student mobility for traineeships
Erasmus+ mobility agreement for staff mobility for teaching
Erasmus+ mobility agreement for staff mobility for training