Technische Universität Braunschweig

International House

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

Project code: 2025-1-DE01-KA131-HED-000310244

Field: Higher Education
Academic year: 2025/26
Erasmus+ mobility ID number: n/a

Preamble

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

on the one part,

the **Organisation** ("the Organisation")

Option for outgoing mobility:

Technische Universität Carolo-Wilhelmina zu Braunschweig
Erasmus code: D BRAUNSC01
Address: Universitätsplatz 2, 38106 Braunschweig
Email: erasmus@tu-braunschweig.de

Option for incoming mobility, including incoming invited staff from enterprises:

Full official name of the beneficiary organisation/ consortium/ receiving institution	Erasmus code, if applicable

Address	Email

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

and on the other part,
the **Participant** ("the Participant")

First name and family name	**Date of birth**
with residence at address	**Postal code, city**
Email	**Phone**
✉	🕨
Level of studies*	**Field of study***
Code (ISCED-F-Code)*	**Number of completed academic years***

* Only relevant for studies and/or internships.

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 ☐ PhD

Duration of stay in months:

* Only relevant for studies and/or internships.

Option for participants receiving financial support from Erasmus+, except those receiving only a zero-grant from EU funds, if a European bank account is available:

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]

Option for students only: 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.

[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. *Option for KA131 student mobility for studies:* Learning agreements are exchanged and approved digitally within the Erasmus Without Paper Network.

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 [not applicable to KA171 mobility]
- [ ] Travel support (green travel or non-green travel)
- [ ] Travel days (additional individual support days)
- [ ] Exceptional cost for expensive travel (based on real costs) [not applicable to KA171 mobility]
- [ ] Inclusion support (based on real costs)

The Participant receives:

- [ ] a financial support from Erasmus+ EU funds
- [ ] a zero grant
- [x] a partial financial support from Erasmus+ EU funds for part of the physical duration (partial zero grant) [not applicable to KA171 mobility]

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 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 – Duration of mobility

2.1 The mobility period will start on and end on

2.2 The period covered by the agreement includes:
- a physical mobility period from to , equal to days
- funded travel days
- Option for blended mobility: a virtual component from to

2.3 Thetranscript 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 and other 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 (2024 version) of 360 days. If the organisation agrees to extend the duration of the mobility period, the agreement will be amended accordingly.

3.4 ☐ **Option 1:**
The organisation will provide the participant the total financial support for the mobility period, Option if applicable: and travel days in the form of a payment of EUR (Option for zero-grant participants 0).

☐ **Option 2:**
The organisation will provide the participant with the required support in the form of direct provision of the needed support services. The organisation shall ensure that the provision of services will meet the necessary quality and safety standards.

☐ **Option 3:**
The organisation will provide the participant with the required support in the form of a payment of the following amount EUR and in the form of direct provision of: travel/subsistence. The organisation shall ensure that the direct provision of services will meet the necessary quality and safety standards.

3.5 The financial support provided for:

☐ inclusion support

☐ exceptional costs for expensive travel

☐ travel support

☐ top-up for fewer opportunities

will be based on the supporting documents provided by the participant.

Article 4 – Entitlement to financial support

4.1 The participant is entitled to financial support based on the Article 3 above if they have actually undertaken the activity during the period set out in Article 2. Where financial support is based on real costs, these must be based on supporting documents such as invoices, receipts, etc.

4.2 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.

4.3 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 **Option for outgoing mobility**

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% 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 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 organisation shall have 1.Option for outgoing mobility: 45, 2. Option for incoming mobility: 20 calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.

Option if in Article 3.4 Option 2 is selected: Not applicable.

Article 6 – Return of financial support by participant

6.1 If the participant does not comply with the terms of the agreement or terminates the agreement before it ends for reasons other than stated in Art. 13.1, the participant will have to return the amount of the financial support 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 will make sure that the participant has adequate insurance coverage before starting the mobility 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. In case the receiving organisation is identified as the responsible party in Art 7.3, a specific document will be attached to this grant agreement defining the conditions of the insurance provision and including the consent of the receiving organisation.

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.*

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.

7.3 The responsible party for taking the insurance coverage for the duration of the mobility is the participant OR the receiving organisations.

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

☐ 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 1. Option for incoming long-term student mobility: 10, 2. Option for all other mobilities: 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.

Option for students mobility for studies:

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

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.

10.2 The parties 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] 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 .

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.

More information:

https://www.tu-braunschweig.de/datenschutz/regelungen

11.4 *For participants who apply for a Europass Mobility document in the Learning Agreement for Traineeships:*

The participant expressly agrees that their personal data (name, date of birth, contact details and information on the duration, destination and purpose of the stay abroad) for the purpose of issuing the Europass Mobility document to
• the National Europass Centre in the NA at BIBB and
• the respective host organisation.
At the same time, they confirm that they are aware of the applicable data protection declaration at: https://de.europass-db.com//de/europass-datenschutz.asp and have been informed about their rights under the General Data Protection Regulation (DSGVO) towards the National Europass Centre.

[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.

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 Either party may — at any moment — suspend the agreement, if the other party 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).

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 such termination, the participant will be entitled to receive at least the amount of the financial support corresponding to the actual duration of the activity period. The participant will have to return any remaining funds.

13.3 In the event of serious breach of obligations or if either party 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 other party may terminate the agreement through a formal notification.

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 as '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 the national law of Germany.

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 day of signature by the organisation or the participant, depending on which is later.

Article 19 – Other obligations

19.1 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.

19.2 For staff and lecturer mobility only: The initiation of a possible tax liability is the responsibility of the travellers themselves. You are therefore obliged to declare this assumption of costs as part of the aforementioned lump sums in your income tax return; you are responsible for declaring this to the relevant tax office.

Signatures

For the Participant	For the Organisation
	Dott. Francesco Ducatelli
Last name, first name	**Erasmus+ institutional coordinator**
Signature	**Signature**
Done at	**Done at**
Place, Date	**Place, Date**

Annex 1

Key Action 1 – HIGHER EDUCATION

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