

ANNEX 6: TEMPLATE FOR AGREEMENT BETWEEN BENEFICIARIES AND PARTICIPANTS

AGREEMENT – ERASMUS+ - MOBILITY OF INDIVIDUALS

Project code: [YYYY-R-NA00-KA000-FFF-000000000]

[This template is applicable to individual learners and staff mobility activities in the fields of school education, adult education and vocational education and training. The text in yellow is guidance for using this agreement template. Please remove this text once the document is completed. The field in grey should be replaced by the relevant information for each case. Options [*in green square brackets*] mean that the applicable option must be chosen and not chosen options should be deleted.

The content of the template sets minimum requirements and as such, they should not be deleted. This template can be complemented by the NA or by the beneficiary]

Field: [School education/Vocational education and training/Adult education]

Activity type: [use the activity type classification from the Erasmus+ Programme Guide, e.g. 'Job-shadowing']

Erasmus+ mobility ID number: [if available – or n/a]

PREAMBLE

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

on the one part,

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

[full official name of the sending organisation]

[official legal form]

[official registration No]

[official address in full]

[E-mail]

[OID],

represented for the purposes of signature of this agreement by [forename and surname, function]

and

on the other part,

the '**participant**'

[first name and family name], with residence at address: [official address in full]

Date of birth:

Phone:

E-mail:

[Option for participants receiving financial support from Erasmus+, except those to whom Article 3.4 Option 2 applies:

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: Erasmus+ Learning Agreement¹

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

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.
- 1.4 Amendments to this agreement will be requested and agreed by both parties through a formal notification by letter or by electronic message. An amendment enters into force on the day of the signature (or acknowledgement) of the receiving party. An amendment takes effect on the date of entry into force or other date specified in the amendment.

ARTICLE 2 – DURATION AND STARTING DATE

- 2.1 The agreement will enter into force on the date when the last of the two parties signs this agreement.
- 2.2 The agreement will cover the period from [date] to [date][this period includes the physical and virtual components of the mobility, as detailed in the Annex, and the travel days] (see Annex for detailed timing).

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide [202X version].
- 3.2 The participant will receive a financial support from Erasmus+ EU funds for [...] days [the number of days will be equal to the duration of the physical mobility period plus travel days; if the participant is not going to receive financial support for a part or the entire mobility period, this number of days should be adjusted accordingly].

¹ It is not compulsory to circulate documents with original signatures for the Annex of this agreement: scanned copies of signatures and electronic signatures may be accepted, depending on the national legislation.

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 [X]days [to be completed by the beneficiary according to the Erasmus+ Programme Guide rules]. If the organisation agrees in writing to extend the duration of the mobility period, the agreement will be considered amended.

3.4 *[Option 1*

The organisation will provide the participant with the required support in the form of a payment of EUR [...].]

[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 will ensure that this direct 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/ individual support/ linguistic support/ course fees/ inclusion support]

The organisation will ensure that the direct provision of services will meet the necessary quality and safety standards.]

3.5 The participant is entitled to receive a reimbursement of 100% of the eligible inclusion support costs. The reimbursement of costs incurred will 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, including 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

[Option if in Article 3.4 Option 1 or 3 are selected

5.1 Within 30 calendar days following the signature of the agreement by both parties or upon receipt of confirmation of arrival, and no later than the start date of the mobility period as specified in Article 2.2, a pre-financing will be made to the participant representing [...] % [Sending organisation to choose between 50% and 100%] of the amount specified in Article 3. In case the participant did not provide the supporting documents in time, according to the sending organisation's timeline, a later payment of the pre-financing can be exceptionally accepted in writing, based on justified reasons.

[Option if the payment under Article 5.1 is lower than 100% of the financial support

5.2 The submission of the participant report via the online EU Survey tool will be considered as the participant's request for payment of the balance of the financial support. The organisation will have 45 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 – RECOVERY

6.1 The financial support or part thereof will 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 will have to return the amount of the grant already paid, except if agreed differently with the sending organisation. The latter will 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 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 out 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 agreement defining the conditions of the insurance provision and including the consent of the receiving organisation.]

7.2 Insurance coverage will include at minimum a health insurance, a liability insurance and an accident insurance. [In the case of intra-EU 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 the receiving organisation. In addition to the above, insurance against loss or theft of documents, travel tickets and luggage is recommended. The National Agency may complement Article 7.2 if there is a justification to adapt the default requirements to the national context.]

[It is recommended to also include the following information:][Insurance provider(s), insurance number and insurance policy].

7.3 The responsible party for taking the insurance coverage is: [the organisation OR the participant OR the receiving organisations] [In the case of separate insurances, the responsible parties may be different and will be listed here according to their respective responsibilities].

ARTICLE 8 – ONLINE LINGUISTIC SUPPORT (OLS)

[Option if participant is using OLS:

- 7.1 The participant will follow the OLS language course assigned to them by the organisation. *[Option if the beneficiary wants to request an OLS assessment: The participant must carry out the OLS language assessment by the deadline defined by the organisation.]*
- 7.2 The organisation will provide the participant with access to the OLS platform in a timely manner, in order to enable them to comply with the above requirements. The participant will immediately inform the organisation if they experience any technical or other issues when using the OLS platform.]

[Option if participant is not using OLS:

Not applicable]

ARTICLE 9 – PARTICIPANT REPORT (EU SURVEY)

- 9.1 The participant will complete and submit the online EU Survey after the mobility activity abroad within 30 calendar days upon receipt of the invitation to complete it. Participants who fail to complete and submit the online EU Survey may be required by their organisation to partially or fully reimburse the financial support received.
- 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 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 2018/1725² 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)).

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.

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 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 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 17) — 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 14).

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 17), 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 refunded.

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 [country] or by any other outside body authorised by the European Commission or the National Agency of [country] 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 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.

15.2 The National Agency of [country], 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 [country] 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 [insert the national law of the NA].

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
[name / forename]

[signature]

Done at [place], [date]

For the organisation
[name / forename / function]

[signature]

Done at [place], [date]

Annex Learning Agreement

The beneficiary may draft a learning agreement or use a template provided by the European Commission or the National Agency.

As a minimum, each learning agreement will contain the following elements:

- The learning agreement is agreed and signed by three main parties: the participant (or their legal guardian), the sending organisation, and the hosting organisation
- Information about the learning mobility, including: education field, type of activity, mode (physical, virtual or blended), start and end date
- Information about the learning programme the participant is enrolled in at the sending organisation (in case of learners) or their current job (in case of staff)
- A list and description of expected learning outcomes
- The learning programme and tasks of the participant at the hosting organisation
- Monitoring, mentoring and support arrangements and responsible persons at the hosting and sending organisations
- Description of the format, criteria and procedures for the assessment of learning outcomes
- Description of the conditions and process for recognition of learning outcomes, as well as the documents that must be issued by the sending or hosting organisations to ensure that the recognitions is completed
- In case of mobility for learners, information on how they will be reintegrated at their sending organisation upon return from the mobility period

