

03.4

GRANT AGREEMENT FOR STUDY/TRAINEESHIPS

Grant agreement model for Erasmus+ HE studies and/or traineeships

CARDIFF METROPOLITAN UNIVERSITY – UK CARDIFF 05

Address: WESTERN AVENUE, LLANDAFF, CARDIFF, CF5 2YB

Called hereafter "the institution", represented for the purposes of signature of this agreement by ROWENA WALTERS, ERASMUS OFFICER of the one part, and

Mr/Ms: NAME:

Date of birth:

Nationality:

Address:

Phone:

E-mail:

Sex: [M/F]

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

Study cycle: [First cycle / Second cycle / Third cycle / Short cycle]

Subject area:

Number of completed higher education study years:

Student with:

a financial support from EU funds

a zero-grant from EU funds

a financial support from EU combined with zero-grant from EU funds

days

The financial support includes: Special needs support

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"):

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

- 1.1 Cardiff Metropolitan University shall provide support to the participant for undertaking a mobility activity for [studies / traineeships] under the Erasmus+ Programme.
- 1.2 The participant accepts the financial support in the amount specified in article 3.1 and undertakes to carry out the mobility activity for [studies/ traineeships] as described in Annex I.
- 1.3. Any amendment to the agreement shall be done in writing and requires original signatures.

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 [] at the earliest and end on [] at the latest. The start date of the mobility period shall be the first day that the participant needs to be present at the receiving organisation.
- 2.3 The participant shall receive a financial support from EU funds for []days.
- 2.4 The total duration of the mobility period, including previous participation in the Lifelong Learning Programme Erasmus sub-programme, shall not exceed 12 months for a study cycle.
- 2.5 Demands to the institution to extend the period of stay should be introduced at least one month before the end of the mobility period.
- 2.6 The Transcript of Records or Traineeship Certificate (or statement attached to these documents) shall provide the confirmed start and end dates of duration of the mobility period.

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1 The financial support for the mobility period has an amount of EUR [], corresponding to EUR [] per 30 days.
- 3.2 The final amount for the mobility period shall be determined by multiplying the number of days/months of the mobility specified in article 2.3 with the rate applicable per day/month for the receiving country concerned. In the case of incomplete months, the financial support is calculated by multiplying the number of days in the incomplete month with 1/30 of the unit cost per month.

ARTICLE 4 – PAYMENT ARRANGEMENTS

- 4.1 Within 30 days following the signature of the agreement by both parties, and no later than the start date of the mobility period or upon receipt of confirmation of arrival, a pre-financing payment shall be made to the participant representing [between 70% 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 institution timeline a later payment of the pre-financing can be exceptionally accepted.
 - 4.2 If the payment under article 4.1 is lower than 100% of the maximum grant amount, the submission of the on-line EU survey shall be considered as the participant's request for payment of the balance of the financial support. The institution shall have 30 calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.
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ARTICLE 5 – INSURANCE

5.1 The participant shall have adequate insurance coverage. Acknowledgement that **health insurance coverage** has been organised shall be included in this

5.2 [For traineeships]

Acknowledgement that **liability insurance coverage** (covering damages caused by the student at the workplace [/study place if foreseen for studies]) has been organised and of how it has been organised shall be included in this agreement.

[A liability insurance covers damages caused by the student during his/her stay abroad (independently whether he/she is at work or not). Varying arrangements with respect to liability insurance are in place in different countries engaged in transnational learning mobility for traineeships. Trainees therefore run the risk of not being covered. Therefore it is the responsibility of the sending institution to check that there is liability insurance covering in a mandatory way at least damages caused by the participant at the work place. Annex 1 provides clarity if this is covered by the receiving organisation or not. If not made compulsory by the national regulation of the receiving country, this might not be imposed on the receiving organisation.]

5.3 [For traineeships]

Acknowledgement **accident insurance coverage** related to the student's tasks (covering at least damages caused to the student at the workplace has been organised and of how it has been organised shall be included in this agreement.

[This insurance covers damages to employees resulting from accidents at work. In many countries employees are covered against such accidents at work. However, the extent to which transnational trainees are covered within the same insurance may vary across the countries engaged in transnational learning mobility programmes. It is the responsibility of the sending institution to check that insurance against accidents at work has been organised. Annex 1 provides clarity if this is covered by the host organisation or not. If the receiving organisation does not provide such a coverage (which cannot be imposed if not made compulsory by the national regulation of the receiving country), the sending institution shall ensure that the student is covered by such an insurance (taken either by the sending institution (on a voluntary basis as part of its quality management) or by the participant herself or himself)].

ARTICLE 6 – ONLINE LINGUISTIC SUPPORT [Only applicable for mobilities starting after 1 October 2014 for the languages available in the on-line tool]

6.1. The participant shall carry out an online assessment of linguistic competences before and at the end of the mobility period if the main language of instruction or work is English, French, German, Italian, Spanish or Dutch, or whenever agreed with the sending institution, with the exception of native speakers. The participant shall immediately inform the institution if he/she is unable to carry out the online assessment.

ARTICLE 7 – EU SURVEY

7.1. The participant shall complete and submit the on-line EU Survey within 30 days from the end date of the mobility period. The participant reserves its right to modify the initial on-line EU Survey within 70 days from the end of the mobility period.

7.2 Participants who fail to complete and submit the on-line EU Survey may be required by their institution to partially or fully reimburse the financial support received.

ARTICLE 8 – LAW APPLICABLE AND COMPETENT COURT

- 8.1 The Agreement is governed by the law of England and Wales.
- 8.2 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 / forename]

For the [institution/organisation]
ROWENA WALTERS,
ERASMUS OFFICER

[signature]

[signature]

Done at [place], [date]

Done at [place], [date]

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 the United Kingdom, 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 the United Kingdom 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.

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 the amount of the

grant corresponding to the actual duration of the mobility period as defined in article 2.2. Any remaining funds shall have to be refunded.

Article 3: Data Protection

All personal data contained in the agreement shall be processed in accordance with Regulation (EC) No 45/2001 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 the United Kingdom or by any other outside body authorised by the European Commission or the National Agency of the United Kingdom to check that the mobility period and the provisions of the agreement are being properly implemented.