**Grant agreement for Erasmus+ mobility participants (KA171)**

**Nr. 2023/2024- LTKAUNAS08 – KA171-*STA/STT/SMP/SMS*-**

**I. INSTITUTION (for outgoing mobility)**

|  |  |
| --- | --- |
| Name of institution: | **Kauno Kolegija/Higher Education Institution** |
| Company (legal entity) code: | **111965284** |
| Address: | **Pramonės pr. 20, LT-50468 Kaunas** |
| E-mail | **rastine@go.kauko.lt** |
| Institution’s Erasmus code: | **LT KAUNAS08** |
| Institution’s coordinator: | **Povilas Beseckas** |

***For incoming mobility:***

|  |  |
| --- | --- |
| Name of institution: |  |
| Company (legal entity) code: |  |
| Address: |  |
| Institution’s Erasmus code: |  |
| Responsible person: |  |

Called hereafter **“the institution”** represented for the purposes of signature of this agreement by Director dr. Andrius Brusokas, of the one part, and

**II. PARTICIPANT**

|  |  |
| --- | --- |
| Participant‘s first name and surname: |  |
| Date of birth: |  |
| Gender: |  |
| Nationality: |  |
| Address: |  |
| Phone number: |  |
| E-mail: |  |
| ***Applicable only for students mobility:*** | |
| Study cycle: |  |
| Faculty/Study programme: |  |
| Subject area / ISCED-F code |  |
| Number of completed higher education study years: |  |
| Duration of previous participation in an Erasmus+ programme for studies and/or traineeship: |  |
| ***Applicable only for staff mobility:*** | |
| Department/faculty: |  |
| Seniority: |  |

|  |  |
| --- | --- |
| 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”,** on the other part, have agreed to the **Special Conditions** and **Annexes** below which form an integral part of this agreement ("the agreement"):

Annex I (to choose)

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]

Annex II General Conditions

Annex III (***Applicable only for students mobility)*** Erasmus Student Charter

The terms set out in the Special Conditions shall take precedence over those set out in the annexes.

Total amount includes (select if applicable):

☐ 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

☐ Green travel top-up

☐ 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 (choose one):

☐ a financial support from Erasmus+ EU funds

☐ a zero-grant

☐ a partial financial support from Erasmus+ EU funds

☐ a financial support from other than Erasmus+ EU funds (ESF/other)

**SPECIAL CONDITIONS**

**ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT**

* 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.
  2. The organisation shall provide support to the participant for undertaking a mobility activity under the Erasmus+ Programme.
  3. The participant accepts the support specified in article 3 and undertakes to carry out the mobility activity as described in Annex I.
  4. Amendments to the agreement shall be requested and agreed by both parties through a formal exchange by letter or by electronic message.

**ARTICLE 2 – ENTRY INTO FORCE AND DURATION OF MOBILITY**

* 1. The agreement shall enter into force on the date when the last of the two parties signs.
  2. Mobility period includes:

Physical mobility

Virtual mobility

|  |  |
| --- | --- |
| **The start date of the mobility**  *(the first day that the participant needs to be present*  *at the receiving institution)*  **20....-......-......** | **The end date of the mobility**  *(the end date shall be the last day the participant*  *needs to be present at the receiving institution)*  **20....-......-......** |
| **Departure date (in case of physical mobility): 20....-......-......[[1]](#footnote-2)** | **Return date (in case of physical mobility): 20....-......-......[[2]](#footnote-3)** |
| **The start date of virtual mobility 20....-....-.....[[3]](#footnote-4)** | **The end date of virtual mobility 20....-....-.....[[4]](#footnote-5)** |
| **Name of the receiving institution and Erasmus code**: | |
| **Address:** | |

2.3 The participant shall receive a financial support from Erasmus+ EU funds for […] months and […] days. […] travel days are added to the duration of the mobility period and included in the calculation of the individual support.

2.4 The participant may submit a request concerning the extension of the mobility period within the limits set out in the Erasmus+ Programme guide. If the organisation agrees to extend the duration of the mobility period, the agreement shall be amended accordingly.

2.5 The confirmed start and end dates of duration of the mobility period, including the virtual component, are stated in:

transcript of records:

traineeship certificate (or statement attached to these documents)

certificate of attendance

**ARTICLE 3 – FINANCIAL SUPPORT**

3.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide.

3.2 The organisation shall provide the participant the total financial support for the mobility period, EUR […/For zero-grant participants 0

3.3 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.

3.4 The financial support may not be used to cover similar costs already funded by EU funds.

3.5 Notwithstanding article 3.4, the grant 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.

3.6 The financial support or part thereof shall be repaid if the participant does not comply with the terms of the agreement. If the participant terminates the agreement before it ends, he/she shall have to refund the amount of the grant already paid, except if agreed differently with the sending institution. However, when the participant has been prevented from completing his/her mobility activities as described in Annex I due to *force majeure*, he/she 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, except if agreed differently with the sending institution. Such cases shall be reported by the sending institution and accepted by the National Agency.

**ARTICLE 4 – PAYMENT ARRANGEMENTS**

4.1 Payment shall be made to the participant no later than 30 calendar days after the signature of the agreement by both parties:

4.1.1 For student‘s outgoing mobility for studies and/or traineeship is 90 proc. of the amount specified in Article 3.

4.1.2 For graduate student‘s outgoing mobility for traineeship is 80 proc. of the amount specified in Article 3.

4.1.3 For staff outgoing mobility for teaching and/or training is 90 proc. of the amount specified in Article 3.

4.1.4 For student‘s incoming mobility for studies and/or traineeship is 70 proc. of the amount specified in Article 3

4.1.5 For staff incoming mobility for teaching and/or training is 70 proc. of the amount specified in Article 3.

4.1.6 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 If the payment under article 4.1 is lower than 100% of the financial support, the submission of the participant final 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 45 calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.

4.3 At the end of the mobility period the participant has to provide supporting documents as a proof for green travel. If the participant does not submit supporting documents for the green travel, the mobility grant may be recalculated.

**ARTICLE 5 – INSURANCE**

5.1 The organisation shall 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 an insurance on their own.

5.2 Insurance coverage shall include at minimum a health insurance, mandatory for traineeships and optional for studies: a liability insurance and an accident insurance. (Explanation: 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 their receiving organisation. In addition to the above, insurance against loss or theft of documents, travel tickets and luggage is recommended).

Insurance provider(s):

Insurance number:

Insurance date:

5.3 The responsible party for taking the insurance coverage is:

☐ the participant

☐ receiving organisation

**ARTICLE 6 – ONLINE LANGUAGE SUPPORT (OLS).** Only applicable for mobilities for which the main language of instruction or work is available in the Online Language Support (OLS) tool, with the exception of native speakers

6.1. The participant must carry out the OLS language assessment before and at the end of the mobility period. The completion of the online assessment before departure is a pre-requisite for the mobility, except in duly justified cases.

6.2. The level of language competence in ….. that the student already has or agrees to acquire by the start of the mobility period is: A1☐ A2☐ B1☐ B2☐ C1☐ C2☐.

6.3. The participant shall follow the OLS language course, starting as soon as they receive access and making the most out of the service. The participant shall immediately inform the institution if he/she is unable to carry out the course, before accessing it.

**ARTICLE 7 – FINAL PARTICIOANT REPORT (EU SURVEY)**

7.1 The participant shall complete and submit the participant report (via the online EU Survey tool) after the mobility abroad within 30 calendar days upon receipt of the invitation to complete it. **Participants who fail to complete and submit the online final report may be required by their organisation to partially or fully reimburse the financial support received.**

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

**ARTICLE 8 – ETHICS AND VALUES**

8.1 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.

8.2 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).

8.3 If a participant breaches any of its obligations under this Article, the grant may be reduced.

**ARTICLE 9 – DATA PROTECTION**

9.1 The sending 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.

<https://ec.europa.eu/programmes/erasmus-plus/specific-privacy-statement_en>

9.2 <https://www.kaunokolegija.lt/kk_wp_content/uploads/2022/01/Informavimas-apie-asmens-duomenu-tvarkyma-Erasmus.pdf>

**ARTICLE 10 – TERMINATION OF THE AGREEMENT**

10.1 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.

10.2 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 11 – CHECKS AND AUDITS**

11.1 The parties of the agreement undertake to provide any detailed information requested by the European Commission, the National Agency of Lithuania or by any other outside body authorised by the European Commission or the National Agency of Lithuania to check that the mobility period and the provisions of the agreement are being properly implemented.

**ARTICLE 12 – LIABILITY**

12.1 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.

12.2 The National Agency of Lithuania, 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 Lithuania or the European Commission shall not entertain any request for indemnity of reimbursement accompanying such claim.

**ARTICLE 13 - LAW APPLICABLE AND COMPETENT COURT**

13.1. The Agreement is governed by the law of the Republic of Lithuania.

13.2. 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.

|  |  |
| --- | --- |
| **Participant:** | **Kauno kolegija Higher Education Institution:** |
| *Participant’s first name, surname* | **dr.Andrius Brusokas**  *Director* |
| **Signature:** | **(place for stamp/seal)**  **Signature:** |
| Done at Kaunas,  Date:……………………………. | Done at Kaunas,  Date: ……………………………. |

The Agreement is executed in two originals in the English language, with one original being presented to each party to the Agreement.

**Annex I**

[Key Action 1 – HIGHER EDUCATION Institution to select]

**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**

**Annex II**

**GENERAL CONDITIONS**

**Article 1: Liability**

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.

The National Agency of Lithuania, 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 Lithuania 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 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.

If the participant terminates the agreement before its agreement ends or if they fail to follow the agreement in accordance with the rules, they shall have to refund the amount of the grant already paid, except if agreed differently with the sending organisation.

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, except if agreed differently with the sending organisation.

**Article 3: Data Protection**

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 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 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[[5]](#footnote-6) (Court of Auditors or European Antifraud Office (OLAF)).

The participant may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. They 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.

**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 Lithuania or by any other outside body authorised by the European Commission or the National Agency of Lithuania to check that the mobility period and the provisions of the agreement are being properly implemented.

1. In case of virtual mobility write: not applicable. [↑](#footnote-ref-2)
2. In case of virtual mobility write: not applicable. [↑](#footnote-ref-3)
3. In case of physical mobility write: not applicable. [↑](#footnote-ref-4)
4. In case of physical mobility write: not applicable. [↑](#footnote-ref-5)
5. Additional information on the purpose of processing your personal data, what data we collect, who has access to it and how it is protected, can be found at:

   <https://ec.europa.eu/programmes/erasmus-plus/specific-privacy-statement_en> [↑](#footnote-ref-6)