**Grant agreement model for Erasmus+ staff mobility for teaching and training**

[This template can be adapted by the sending organisation, but the content of this template are minimum requirements. Blue code: directions for HEIs that should be deleted; yellow code: HEI to select or edit as applicable]

[For staff from HEIs:Full official name of the sending institutionand Erasmus Code, if applicable] [For invited staff from enterprises:Full official name of the receiving institution]

Address: [official address in full]

Called hereafter "the institution", represented for the purposes of signature of this agreement by [name(s), forename(s) and function] of the one part, and

Dr/Mr/Mrs/Ms [Participant name(s)and forename(s)]

Seniority in the position: Nationality:

Address: [official address in full] Department/unit:

Phone: E-mail:

Gender: [Male/Female/Undefined] Academic year: 20../20..

Participant with: ☐a financial support from Erasmus+ EU funds
☐a zero-grant

☐afinancial support from Erasmus+ EU fundscombined with zero-grant

The financial support includes:☐special needs support

Bank account where the financial support should be paid:

Bank account holder (if different than participant):

Bank name:

Clearing/BIC/SWIFT number: Account/IBAN number:

Why ‘if applicable » does it mean that the money can be paid in « cash » ?

Called hereafter “the participant”,of the other part,

Have agreed the Special Conditions and Annexes belowwhich form an integral part of this agreement ("the agreement"):

Annex I Staff Mobility Agreement

Annex II General Conditions

The terms set outin the Special Conditionsshall take precedence over those set out in the annexes.

[It is not compulsory to circulate papers with original signatures for Annex I of this document: scanned copies of signatures and electronic signatures may be accepted, depending on the national legislation or institutional regulations.]

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

1.1 The institution shallprovidesupport to the participant for undertaking a mobility activityfor [teaching/ training/ teaching and training]under the Erasmus+Programme.

1.2 The participant accepts the financial supportor the provision of services as specified in article 3 and undertakes to carry out the mobility activityfor[teaching/ training/ teaching and training]as described in Annex I.

1.3. Amendments to the agreement shall be requested and agreed by both parties through a formal notification by letter or by electronic message.

ARTICLE 2 –ENTRY INTO FORCE AND DURATIONOF 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 [date] and end on [date].The start and the end date of the mobility period shall be the first day that the participant needs to be present at the receiving [institution/organisation] and the end date shall be the last day the participant needs to be present at the receiving [institution/organisation].

[Institution/organisationtoselect the applicableoption:[Travel time is excluded from the duration of the mobility period.]or[One day for travel before the first day of the activity abroad [and/or] one day for travel following the last day of the activity abroad shallbe added to the duration of the mobility period and included in the calculation for individual support.]

2.3 The participantshall receive support from Erasmus+ EU funds for […] days of activity [If the participantreceives financial support from Erasmus+ EU funds: thenumber of days shall be equal to the duration of the mobility period]; If the participantreceivesfinancial support from Erasmus+ EU fundscombined with a zero-grant periodthenumber of daysshall correspond to the period covered by a financial support from Erasmus+ EU funds, which shall be provided at least for the minimum duration of the period abroad (2 days per mobility period, 1 day per mobility period for invited staff from enterprises for teaching)]; [if the participantreceivesa zero-grant for the entire period: this number of days should be 0]and […] days for travel[if the participantreceives a zero-grant for the entire period: this number of days should be 0].

2.4 The total duration of the mobility period, shall not exceed 2 months witha minimum of 2 consecutive days per mobility activity.[For teaching mobilityonly:A minimum of 8 teaching hours per week (or any shorter period of stay) has to be respected. If the mobility lasts longer than one week, the minimum number of teaching hours for an incomplete week shall be proportional to the duration of that week. If the teaching activity is combined with a training activity during a single period abroad, the minimum is reduced to 4 teaching hours per week (or any shorter period of stay). There is no minimum number of teaching hours for invited staff from enterprises.

[For teaching mobility[The participant shall teach a total of […] hours in [...] days].

2.5 The participant may submit any request concerning the extensionof themobility periodwithin the limit set out in article 2.4. If the institution agrees to extend the duration of the mobility period, the agreement shall be amended accordingly.

2.6 The Certificate of Attendance shall provide the effectivestart and end dates of the mobility period.

ARTICLE 3– FINANCIAL SUPPORT

3.1.[Institution shall select Option 1, Option 2 or Option 3]

[Option 1:The participant shall receive EUR […]. corresponding to individual support and […] EUR corresponding to travel. The amount of individual support is EUR […] per day up to the 14th day of activity and EUR […] per day from the 15th day,

The final amount for the mobility period shall be determined by multiplying the number of days of the mobility specified in article 2.3 with the individual support rate applicable per day forthe receiving country and adding the contribution for travelto the amount obtained.][for zero-grant participants, the contribution for travel should be 0]

[Option 2:The [institution/organisation] shall provide the participant with travel and individual support in theform of direct provision of the required travel and individual support services. In such case, the beneficiary shall ensure that the provision of services will meet the necessary quality and safety standards.

[Option 3: The participant shall receive from the institution a financial support of [….] EUR for [travel/ individual support] andsupport in the form ofdirect provision of the required [travel/ individual support] services. In such case, the beneficiary shall ensure that the provision of services will meet the necessary quality and safety standards.

3.2 The reimbursement of costs incurred in connection with special needs,or expensive travel costs,when applicable, shall be based on the supporting documents provided by the participant.

3.3 The financial supportmay not be used to cover costs already funded by EUfunds.

3.4 Notwithstanding Article 3.3, the financial support is compatible with any other source of funding.

3.5 Thefinancial support or part of itshall be recovered if the participantdoes not carry out the mobility in compliance with the terms of the agreement. However, reimbursement shall not be requested when the participanthas been prevented from completing his/her mobility activities as describedin Annex Idue to force majeure. Such cases shall be reported by the sending institution [For invited staff from enterprises: by the receiving institution] and accepted by the NA.

ARTICLE4 – PAYMENT ARRANGEMENTS

4.1 [Only if options 1 or3 in article 3.1 have been selected]Within 30calendar days following the signature of the agreement by both parties, and no later than the start date of the mobility period, a pre-financing payment shall be made to the participant representing[between 70% and 100%]of the amount specified in Article 3.

4.2 [Only if options 1 or 3 in article 3.1 have been selected]If payment under Article 4.1 is lower than 100% of the financial support, thesubmission of the online EU Survey shall be considered as the participant's request for payment of the balance of the financial support. The institution shall have 45calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.

4.3 The participant must provide proof of the actual dates of start and end of the mobility period, based on a certificate of attendance provided by the receiving organisation.

ARTICLE 5 –INSURANCE

5.1 The participant shall have adequate insurance coverage. [The institution shall add a clause to this agreement in order to ensure that participants are clearly informed about issues related to insurances. It shall always highlight what is mandatory or recommended. For mandatory insurances, the responsible who takes the insurance (institution or participant) must be stated. The following information is optional but recommended: the insurance number/reference and the insurance company. This depends highly on the legal and administrative provisions in the sending and receiving country.]

ARTICLE 6 – EU SURVEY

6.1. The participant shall complete and submit the onlineEU Survey after the mobility abroadwithin30 calendar days uponreceipt of the invitation to complete it.

6.2 Participantswho fail to completeand submit the online EU Survey may be required by their institution to partially or fully reimburse the financial support received.

ARTICLE7 – LAW APPLICABLE AND COMPETENT COURT

7.1 The Agreement is governed by the Polish law.

7.2 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 For the institution

[name(s)/ forename(s)] [name(s)/forename(s) /function]

[signature] [signature]

Done at [place], [date] Done at [place], [date]

**Annex I**

[Key Action 1 – HIGHER EDUCATION]

**Staff Mobility Agreement**

**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 Agencyof Poland, 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 Polandor 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 agreementends 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 paidexcept 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'scontrol and not attributable to error or negligence on his/her 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 refundedexcept 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 EUinstitutions 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 EUlegislation (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 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 Polandor by any other outside body authorised by the European Commission or the National Agency of Polandto check that the mobility period and the provisions of the agreement are being properly implemented.