

Grant agreement model for Erasmus+ **studies** **traineeships** **studies & traineeships****within Programme Countries**

Hochschule für Technik und Wirtschaft – University of Applied Sciences (HTW Dresden)

Anschrift: Friedrich-List-Platz 1, 01069 Dresden

Called hereafter "the institution", represented for the purposes of signature of this agreement by Terpe, Juliane, international officer, of the one part, and

Mr/Ms:

Date of birth:

Nationality:

Address:

Phone:

E-mail:

Gender: m/f/d

Academic year:

Study cycle: BA MA Dipl.

Matriculation-No.

Subject area:

ISCED-F-Code:

Number of completed higher education study years:

Student with: a financial support from Erasmus+ EU funds
a zero-grant
a financial support from Erasmus+ EU funds combined with zero-grant

The financial support includes:

parents with child/children

Minor disability according to German national definition

Bank account where the financial support should be paid:

Bank account holder (if different than student):

Bank name:

Clearing/BIC/SWIFT number:

Account/IBAN number:

Called hereafter "the participant", of the other part, Have agreed to the Special Conditions and Annexes below which form an integral part of this agreement ("the agreement"):

Anhang I**Anhang II****General Conditions****Anhang III****Erasmus Student Charter**

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

SPECIAL CONDITIONS**ARTICLE 1 - SUBJECT MATTER OF THE AGREEMENT**

- 1.1 The institution shall provide support to the participant for undertaking a mobility activity for [studies/traineeships /studies and traineeship] under the Erasmus+ Programme.
- 1.2 The participant accepts the support specified in article 3 and undertakes to carry out the mobility activity for [studies/ traineeships/ studies and traineeship] as described in Annex I.
- 1.3 Amendments to the agreement, including to the start and end dates, shall be requested and agreed by both parties through a formal notification by letter or by electronic message.

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 _____ and end on _____. The start date of the mobility period shall be the first day that the participant needs to be present at the receiving organisation. The end date of the period abroad shall be the last day the participant needs to be present at the receiving organisation

- 2.3 The participant shall receive a financial support from Erasmus+ EU funds for ___ months and ___ days.
- 2.4 The total duration of the mobility period shall not exceed 12 months, including any zero grant period.
- 2.5 Demands to the institution to extend the period of stay should be introduced at least one month before the end of the originally planned 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 is EUR _____, corresponding to EUR _____ per month and EUR _____ per extra days.
- 3.2 The amount for the mobility period shall be determined by multiplying the number of months of the mobility specified in article 2.3 with the rate applicable per 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.
- 3.3 The reimbursement of costs incurred in connection with special needs, when applicable, 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 including revenue that the participant could receive working beyond its studies/traineeship as long as he/she carries 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 A pre-financing payment in the amount of ___ [70% bis 100%] of the amount referred to in Article 3 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 [optional: or upon receipt of confirmation of arrival by the beneficiary]
- 4.2 If the payment under article 4.1 is lower than 100 % of the financial support, the submission 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 45 calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.

ARTICLE 5 - INSURANCE

- 5.1 The participant shall have adequate insurance coverage (health insurance, liability- and accident insurance). The participant confirms that he is insured sufficiently according to the receiving institutions' requirements. The participant has the opportunity, to take out insurance at their own expense via the DAAD (<https://www.daad.de/versicherung/de/>).
- 5.2 The participant shall inform himself/herself in advance about the current security situation in the host country (Foreign Office, Robert Koch Institute, website of the host university, etc.). The stay abroad is at the participant's own responsibility. HTW Dresden assumes no liability for any damage that the participant may incur as a result of the stay abroad.

ARTIKEL 6 – SPRACHENFÖRDERUNG ONLINE (OLS)

- 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 [Only applicable to participants following an OLS language course] 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 – EUSURVEY

- 7.1 The participant shall complete and submit the online EU Survey 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 EU Survey may be required by their institution 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 - LAW APPLICABLE AND COMPETENT COURT

- 8.1 The Agreement is governed by German law.
- 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 (forename/name, place, date)

participant**HTW Dresden**

Place, date:

Place, date:

Signature:

Signature:

I hereby confirm that my study abroad will be extended until _____ (tt.mm.jjjj).
This must be notified to the International Office of the HTW Dresden one month prior the end of the current semester.

Date: Signature:

Annex I

Please fill out online and submit:

[FU 15 3 Learning Agreement Outgoings](#)

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 Germany (NA DAAD), 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 Germany (NA DAAD) 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, 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 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 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 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 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 Germany (NA DAAD) or by any other outside body authorised by the European Commission or the National Agency of Germany (NA DAAD) to check that the mobility period and the provisions of the agreement are being properly implemented.

Annex III

This charter highlights your rights and obligations and tell you what you can expect from your sending and receiving organisations at each step of your Erasmus+ experience.

- Higher education institutions participating in Erasmus+ have committed themselves to respect the principles of the Erasmus Charter for Higher Education to facilitate, support and recognise your experience abroad.
- On your side, you commit yourself to respect the rules and obligations of the Erasmus+ Grant Agreement that you have signed with your sending institution.

I. Before your mobility period

- Once you have been selected as an Erasmus+ student, you are entitled to receive guidance regarding the partner institutions or enterprises where you can spend your mobility period and the activities that you can undertake there.
- You have the right to receive information on the grading system used by your receiving institution as well as information on obtaining insurance and finding housing, and securing a visa (if required). You can find the relevant contact points and information sources in the inter-institutional agreement signed between your sending and receiving institutions.
- You will sign a Grant Agreement (even if you do not receive financial support from EU funds). If you are enrolled in a higher education institution located in a Programme Country¹, you will sign the Grant Agreement with your sending institution. If you are enrolled in a higher education institution located in a Partner Country, you may sign it with your sending or receiving institution, depending on the agreed arrangements. In addition, you will sign a Learning Agreement with your sending and receiving institution/enterprise. Thorough preparation of your Learning Agreement is crucial for the success of your mobility experience and to ensure recognition of your mobility period. It sets out the details of your planned activities abroad (including the credits to be earned and that will count towards your home degree).
- If your mobility is between Programme Countries, you will undergo a mandatory Erasmus+ Online Linguistic Support assessment after you have been selected (provided this is available in your main language of instruction / work abroad). In addition, it will allow your sending institution to offer you the most appropriate language support. You should take full advantage of this support to improve your language skills to the level recommended by your receiving institution.

II. During your mobility period

- You should take full advantage of all the learning opportunities available at the receiving institution/enterprise, while respecting its rules and regulations, and endeavour to perform to the best of your ability in all relevant examinations or other forms of assessment.
- Your receiving institution/enterprise commits itself to treat you in the same way as its home students/employees and you should make all the necessary efforts to fit into your new environment.
- You could benefit from networks of mentors and buddies where available at your receiving institution/enterprise.
- Your receiving institution will not ask you to pay fees for tuition, registration, examinations or for access to laboratory and library facilities during your mobility period. Nevertheless, you may be charged a small fee on the same basis as local students for costs such as insurance, student unions and the use of study-related materials or equipment.
- Your student grant or student loan from your home country must be maintained while you are abroad.
- You can request changes to the Learning Agreement only in exceptional circumstances and within the deadline decided by your sending and receiving institutions. You must ensure that these changes are validated by both the sending and receiving institutions/enterprise within a two-week period after the request has been submitted and keep copies of their approval. Any request to extend the duration of the mobility period must be submitted at least one month before the end of the originally planned period.

III. After your mobility period

- In accordance with your Learning Agreement, you are entitled to receive full academic recognition from your sending institution for activities that you have completed satisfactorily during your mobility period.
- If you are studying abroad, within five weeks of the publication of your results, your receiving institution will send a Transcript of Records to you and to your sending institution, showing your credits and grades achieved. Upon receipt of your Transcript of Records, your sending institution will provide you with complete information on the recognition of your achievements. If you are enrolled in a higher education institution located in a Programme Country, the recognised components (e.g. courses) will appear in your Diploma Supplement (or equivalent).
- If you are doing a traineeship, your enterprise will give you a Traineeship Certificate summarising the tasks carried out and an evaluation. Your sending institution will also give you a Transcript of Records, if this forms part of your Learning Agreement. If the traineeship was not part of the curriculum you can request to have it re-corded in your Europass Mobility Document and if you are enrolled in a higher education institution located in a country taking part in the Bologna Process, the mobility period will be additionally recorded in your Diploma Supplement (or equivalent). If you are a recent graduate from an institution located in a Programme Country, you are encouraged to request the Europass Mobility Document.
- If your mobility is between Programme Countries you should undergo a second Erasmus+ Online Linguistic Support Assessment, if available in your main language of instruction/work abroad, to monitor linguistic progress during your mobility.
- You must fill in a Participant Report to provide feedback on your Erasmus+ mobility period to your sending and receiving institution, to the relevant Erasmus+ National Agencies and to the European Commission.
- You are encouraged to share your mobility experience with your friends, fellow students, staff in your institution, journalists etc. to let other people benefit from your experience, including young people.