**GRANT AGREEMENT MODEL FOR STAFF MOBILITY**

**KA1 HIGHER EDUCATION**

**Erasmus+ Programme**

**Programme and Partner Countries**

**Agreement N. 2023/ \_\_\_\_\_\_\_\_\_\_\_\_**

(to be referenced in **all** correspondence)

*The Agreement must be signed first by the* ***Participant*** *and then by the Legal Representative of the Organisation (or by whomever has the power of attorney). Alternatively, it can be stipulated at the time when both parties are present.*

Academic Year: 20../20..

Erasmus+ mobility ID number [if applicable]

**PREAMBLE**

This Agreement ("the Agreement") is concluded between the following parties:

**on the one part,**

[Option for outgoing mobility: Full official name of the sending institution and Erasmus code if applicable]

[Option for incoming mobility including incoming invited staff from enterprises: Full official name of the receiving institution and Erasmus code if applicable]

|  |  |
| --- | --- |
| Address: [official address in full] |  |
| Email: |  |

Called hereafter "the **Organisation**", represented for the purposes of signature of this agreement by

First name:

Last name(s):

Position:

And, **on the other part,**

Mr/Ms/Miss first and last name(s):

Called hereafter "the **Participant**"

Fiscal code:

Date of birth:

Address: [official address in full]

Phone:

E-mail:

Nationality:

Position:

Department/Faculty

[To be completed **only** in the case of enterprises personnel mobility]

Official full name of the sending organisation (**NON ACADEMIC**):

[To be completed by all participants receiving financial support from Erasmus+ EU funds, except those on zero-grant]:

|  |  |
| --- | --- |
| 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: |  |

The two parties

**HAVE AGREED**

to the Terms and Conditions and Annexes below which form an integral part of this agreement (hereinafter "the **Agreement**"):

**Annex I Erasmus+ mobility agreement for staff mobility for teaching/**

**Erasmus+ mobility agreement for staff mobility for training**

**Annex II Technical notes**

The terms set out in the Terms and Conditions shall 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 (including via the Erasmus Without Paper Network), depending on the Italian legislation or institutional regulations.

The financial support with Erasmus+ EU funds includes [select applicable options on the basis of the type of staff mobility for teaching or for training]:

☐ Daily base amount for individual support

☐ Standard Travel support

☐ Green Travel support

☐ Additional support for sustainable travel

☐ Inclusion support [*in case of additional support based on real costs*]

☐ Financial support for expensive travel [*to replace financial contribution for travel*]

The **Participant** receives [select applicable options]:

☐ Financial support from Erasmus+ EU funds

☐ No financial support from Erasmus+ EU funds (“zero-grant”)

☐ Mobility period funded by Erasmus+ EU funds together with a period of mobility with no EU funding (“zero-grant”)

**TERMS AND CONDITIONS**

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

* 1. This Agreement establishes the rights and obligations, terms and conditions applicable to the financial support awarded to carry out a mobility activity under the Erasmus+ Programme.
  2. The organisation shall provide EU support to the **Participant** to undertake an Erasmus+ mobility.
  3. The **Participant** accepts the support specified in Article 3 and undertakes to carry out the mobility as described in Annex I.
  4. Amendments to the Agreement shall be requested in written form and agreed by both parties through a formal exchange by post or by email.

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

**2.1.**  This Agreement shall enter into force upon the signature of both parties.

**2.2.**  The physical mobility period shall

|  |  |
| --- | --- |
| Start on date |  |
| End on date |  |

**2.3.**  The period covered by this Agreement includes:

o A period of physical mobility from \_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_ for a total of \_\_\_\_\_ days (*specify the total days of physical mobility*)

o A virtual component from \_\_\_\_\_\_\_\_\_\_to \_\_\_\_\_\_\_\_\_\_\_\_ (*in case of blended mobility*)

o If applicable, travel days covered by the financial support \_\_\_\_\_\_\_\_ (*specify the number of days spent travelling*)

* 1. The certificate issued by the receiving organisation at the end of the period abroad (*Certificate of attendance*) - or other statements attached to these documents - shall provide the confirmed start and end dates of duration of the mobility period, included the virtual component (if applicable).

|  |  |
| --- | --- |
| Name of receiving organisation |  |
| ERASMUS code (if applicable) |  |
| Country |  |

**ARTICLE 3 – FINANCIAL SUPPORT**

**3.1.** The financial support is calculated according to the funding rules indicated in the Erasmus+ Programme Guide Call 2023 and the relevant National Provisions.

**3.2.** The **Participant** will receive a financial contribution from Erasmus+ EU funds for \_\_\_\_\_ days of physical mobility. [The number of indicated days is equal to the duration of the physical mobility period plus any travel days, including additional days for green travel, if applicable. If the participant does not receive the financial contribution for a part or for the entire mobility period, the indicated number of days will have to be adjusted accordingly]

**3.3.** The **Participant** may submit a request concerning the extension of the physical mobility within the deadlines set in the Program Guide, i.e., within 30 days before the end of the mobility period. If the Organisation accepts the request for extension, this Agreement needs to be amended accordingly.

**3.4.** **The Organisation shall select one of the following options:**

**Option 1 **

The **Participant** receives a total financial support for the mobility period - and for travel days where applicable - equal to \_\_\_\_\_\_\_\_\_\_\_ EUR

[For “zero grant” participants enter: “0”]

|  |  |
| --- | --- |
| Individual support contribution | € |
| Travel contribution | € |

**Option 2 **

The organisation shall provide the **Participant** with the required support in the form of direct provision of the needed support services. The organisation shall ensure that the provision of services will meet the necessary quality and safety standards.

**Option 3 **

The organisation shall provide the **Participant** with the required support in the form of a payment of the following amount EUR […] and in the form of alternative support for travel/subsistence. The organisation shall ensure that the provision of services will meet the necessary quality and safety standards.

**3.5.** Reimbursement of costs incurred in connection with fewer opportunities (or where the participant is entitled to a travel support, the reimbursement of costs incurred for the expensive travel, sustainable travel support) where applicable, shall be based on the supporting documents provided by the **Participant**.

**3.6.** The financial support cannot be used to cover similar costs that have already funded by EU funds.

**3.7.** Notwithstanding article 3.6, the financial support received by the **Participant** is compatible with any other source of funding including an income that the participant may receive for any work done outside their mobility for teaching/training as long as they carry out and finish the activities foreseen in Annex I.

**ARTICLE 4 – PAYMENT ARRANGEMENTS**

**4.1** *If Option 1 or 3 (Article 3.4) are selected*

A pre-payment shall be made to the participant no later than (whichever comes first):

**a.** 30 calendar days after the signature of the agreement by both parties;

**b.** the start date of the mobility period [optional but not applicable for participants receiving the inclusion support: upon receipt of confirmation of arrival by the **Participant**]

The pre-payment shall represent ­­­­­­­\_\_\_\_\_\_\_\_\_ [choose 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 funding organisation's deadline, a later payment of the pre-payment can be accepted on exceptional circumstances and based on justified reasons.

**4.2** *If Option 1 or 3 (Article 3.4) are selected*

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.

**ARTICLE 5 – RECOVERY**

**5.1** The financial support or part thereof shall be recovered by the sending organisation. If the **Participant** terminates the agreement before it ends, the participant shall have to return the amount of the grant already paid, except if agreed differently with the sending organisation. The latter shall be reported by the sending organisation and accepted by the National Agency.

**ARTICLE 6 – INSURANCE**

**6.1**    The organisation shall make sure that the participant has adequate insurance coverage either by providing the insurance itself, 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.

[*In case the receiving organisation is identified as the responsible party in art 6.3, a specific document shall be attached to this grant agreement defining the conditions of the insurance provision and including the consent of the receiving organisation*.]

**6.2**   Insurance coverage shall include 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 example in cases of repatriation and/or special medical intervention, or in case of international mobility (outside EU). 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. Different 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 their receiving organisation. In addition to the above, insurance against loss or theft of documents, travel tickets and luggage is recommended*.*]

It is recommended to also include the following information:

* Insurance provider(s)
* Insurance number and insurance policy

*All this should be in compliance with the legal and administrative provisions of the country of origin and of the host country.*

**6.3**   The responsible party for taking the insurance coverage is:

 the organisation

 the participant

 the receiving organisation

[In the case of separate insurances, the responsible parties may be different and will be listed here according to their respective responsibilities].

**ARTICLE 7 – ONLINE LANGUAGE SUPPORT (OLS)**

**7.1** The participant may carry out the OLS language assessment in the language of mobility (if available) before the mobility period and make use of the language courses available on the OLS platform.

[For participants whose mobility lasts less than 14 days] The **Participant** can carry out the OLS language assessment in the language of mobility (if available) before the mobility period.

**ARTICLE 8 – PARTICIPANT REPORT (EU Survey)**

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

**ARTICLE 9 – ETHICS AND VALUES**

**9.1** 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.

**9.2** 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).

**9.3** If a **Participant** breaches any of its obligations under this Article, the grant may be reduced.

**ARTICLE 10 – DATA PROTECTION**

**10.1** The funding 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://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>

**10.2** 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 organisations 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 (Court of Auditors or European Antifraud Office (OLAF)).

**10.3** 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 11 – TERMINATION OF THE AGREEMENT**

**11.1** 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.

**11.2** 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 12 – CHECKS AND AUDITS**

**12.1** The parties of the agreement undertake to provide any detailed information requested by the European Commission, the Italian National Agency Erasmus+ INDIRE or by any other outside body authorised by the European Commission or the Italian National Agency to check that the mobility period and the provisions of the Agreement are being properly implemented.

#### **ARTICLE 13 – LIABILITY**

**13.1** 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 their staff.

**13.2** The Italian National Agency Erasmus+ INDIRE, 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 Italian National Agency Erasmus+ INDIRE or the European Commission shall not entertain any request for indemnity of reimbursement accompanying such claim.

**ARTICLE 14 – APPLICABLE LAW AND COMPETENT COURT**

**14.1** The Agreement is governed by Italian Law.

**14.2** The competent court determined in accordance with the applicable national law shall 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.

Signed in two copies

SIGNATURES

For the **Participant** For the **Organisation**

[name / forename] [name / forename / function]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[signature] [signature]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annex I**

**MOBILITY AGREEMENT STAFF MOBILITY FOR TEACHING**

**MOBILITY AGREEMENT STAFF MOBILITY FOR TRAINING**

[**https://ec.europa.eu/programmes/erasmus-plus/resources/documents/applicants/mobility-agreement\_en**](https://ec.europa.eu/programmes/erasmus-plus/resources/documents/applicants/mobility-agreement_en)

**Annex II**

**Technical Notes**

**Individual financial support**

Based on the National Provisions published on the National Agency website (https://www.erasmusplus.it/wp-content/uploads/2023/02/Disposizioni-nazionali-HE\_2023\_def-2.pdf) the amounts of the daily allowances indicated from the EU tables (Program Guide 2023 - table A1.1) are reduced to 80%, as seen in the below table:

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | **Admissible daily allowance up to the 14th day** | **Admissible daily allowance from the 15th to the 60th day** |
| **GROUP**  **A** | **Denmark, Finland, Ireland, Iceland, Liechtenstein, Luxembourg, Norway, Sweden.**  **Region 14 partner countries: Faroe Islands, Switzerland, United Kingdom.** | **€ 144,00** | **€ 101,00** |
| **GROUP**  **B** | **Austria, Belgium, Cyprus, France, Germany, Greece, Malta, the Netherlands, Portugal, Spain.**  **Partner countries of Region 13: Andorra, Monaco, San Marino, Vatican City State** | **€ 128,00** | **€ 90,00** |
| **GROUP**  **C** | **Bulgaria, Croatia, Estonia, Latvia, Lithuania, North Macedonia, Poland, Romania, Serbia, Slovakia, Slovenia, Czech Republic, Turkey, Hungary.** | **€ 112,00** | **€ 78,00** |

**Travel support**

Travel support, according to the provisions of the Program Guide, is calculated on the basis of scales of unit costs for distance bands. The kilometer range refers only to one leg of the journey while the corresponding amount covers both the outward and return journey.

|  |  |  |
| --- | --- | --- |
| **Journey distance** | **Standard travel amount** | **Green travel amount** |
| Tra 10 e 99 KM | € 23,00 per Participant | - |
| Tra 100 e 499 KM | € 180,00 per Participant | € 210,00 per Participant |
| Tra 500 e 1999 KM | € 275,00 per Participant | € 320,00 per Participant |
| Tra 2000 e 2999 KM | € 360,00 per Participant | € 410,00 per Participant |
| Tra 3000 e 3999 KM | € 530,00 per Participant | € 610,00 per Participant |
| Tra 4000 e 7999 KM | € 820,00 per Participant | - |
| 8000 KM or more | € 1.500,00 per Participant | - |

The distance must be verified using exclusively the calculation tool provided by the EC and available at the following web address: [**https://ec.europa.eu/programmes/erasmus-plus/resources/distance-calculator\_en**](https://ec.europa.eu/programmes/erasmus-plus/resources/distance-calculator_en)

|  |  |
| --- | --- |
| **Standard travel support calculation example** | **Green travel support calculation example** |
| * **Departure city: Firenze** * **Destination city: Oslo** * **Distance according to the calculator (Firenze-Oslo): 1795.4 km** * **Corresponding band: 500‐1999 km** * **Eligible contibution: € 275,00 (A/R)** | * **Departure city: Firenze** * **Destination city: Oslo** * **Distance according to the calculator (Firenze Oslo): 1795.4 km** * **Corresponding band: 500‐1999 km** * **Eligible contribution: € 320,00 (A/R)** |