



## SPECIAL CONDITIONS

### ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

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- 1.1 The institution shall provide support to the participant for undertaking a mobility activity for studies under the Erasmus+ Programme.
- 1.2 The participant accepts the individual and travel support as specified in article 3 and undertakes to carry out the mobility activity 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

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- 2.1 The agreement shall enter into force on the date when the last of the two parties signs.
- 2.2. The minimum duration of the mobility period is 3 months or 1 academic term or trimester. The total duration of the mobility period shall not exceed 12 months, including any zero-grant period, which shall only be used exceptionally.
- 2.3 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.
- 2.4 The participant shall receive financial support from Erasmus+ EU funds for            days.
- 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 statement attached to this document) shall provide the confirmed start and end dates of the mobility period.

### ARTICLE 3 – FINANCIAL SUPPORT

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- 3.1 The individual support from Erasmus+ EU funds for the mobility period is EUR            , corresponding to EUR per month and EUR            per extra days. The final amount of Erasmus+ EU funds for the mobility period shall be determined by multiplying the number of months of the mobility covered by Erasmus+ EU funds specified in article 2.4 with the rate applicable per month for the receiving country concerned. In the case of incomplete months, the financial support from Erasmus+ EU funds is calculated by multiplying the number of days in the incomplete month with 1/30 of the unit cost per month.
- 3.2 The reimbursement of costs incurred in connection with special needs, when applicable, shall be based on the supporting documents provided by the participant.
- 3.3 The financial support may not be used to cover similar costs already funded by EU funds.
- 3.4 Notwithstanding article 3.4, the grant is compatible with any other source of funding including revenue that the participant could receive working beyond his/her studies/traineeship as long as he/she carries out the activities foreseen in Annex I.
- 3.5 The financial support or part thereof shall be repaid if the participant does not carry out the mobility activity in compliance 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 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 institution. Such cases shall be reported by the institution and accepted by the National Agency.

### ARTICLE 4 – PAYMENT ARRANGEMENTS

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- 4.1 A pre-financing payment 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 upon receipt of confirmation of arrival by the beneficiary

representing 70% of the amount specified in Article 3. In case the participant did not provide the supporting documents in time, according to the sending institution's 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 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

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- 5.1 The participant shall have adequate insurance coverage. The student will be covered by Kammarkollegiet during his/her studies abroad.
- 5.2 All outgoing students are covered by Kammarkollegiet. The insurance includes, among other things: Health insurance and liability insurance.
- 5.3 If the insured receives a claim for damages because of an incident that has occurred during the insurance period, Kammarkollegiet undertakes to do the following for the insured:
1. investigate whether liability exists,
  2. negotiate with the other party,
  3. represent the insured in legal or arbitration proceedings and thereby pay the legal or arbitration costs that the insured incurs or is liable to pay and that cannot be obtained from the counter party or other and
  4. pay the damages the insured is liable to pay in accordance with applicable liability law, although only up to a maximum of SEK 10,000,000.
- The insurance does not cover:
1. claims for damages against the insured as the owner, user or driver of a motor vehicle, boat or aircraft,
  2. claims that are covered by an employer's principal liability and
  3. claims that arise as a result of the insured committing an offence for which, under Swedish law, imprisonment is a possible sanction.
- The insurance does however apply to claims for damages from someone other than the vehicle owner or hirer against the insured as the driver of a hired or borrowed vehicle, to the extent that the claim is not covered by applicable motor vehicle or corresponding insurance.

## ARTICLE 6 – ONLINE LINGUISTIC SUPPORT

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- 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 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.
- 6.4 The payment of the final instalment of the financial support is subject to the completion of the compulsory OLS language assessment at the end of the mobility.

## ARTICLE 7 – EU SURVEY

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- 7.1. The participant shall receive an invitation to complete the online EU Survey 30 calendar days before the end of the mobility period. The participant shall complete and submit the survey within 10 calendar days upon receipt of the invitation. Participants who fail to complete and submit the online EU Survey may be required to partially or fully reimburse the financial support received.
- 7.2 A complementary online survey will be sent to the participant, after the end of the mobility, allowing for full reporting on recognition issues.

## ARTICLE 8 – LAW APPLICABLE AND COMPETENT COURT

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- 8.1 The Agreement is governed by Sweden.
- 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]

[signature]

Done at [place], [date]

For the institution

[name / forename / function]

[signature]

Done at [place], [date]

**Learning Agreement for Erasmus+ mobility for studies**  
**Learning Agreement for Erasmus+ mobility for studies and for traineeships**  
**Learning Agreement for Erasmus+ mobility for traineeships**

## **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 Sweden 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 Sweden 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 institution.

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 institution.

#### **Article 3: Data Protection**

All personal data contained in the agreement shall be processed in accordance with Regulation (EC) No 45/2001 and Regulation (EU) 2016/679 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 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 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 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 Sweden or by any other outside body authorised by the European Commission or the National Agency of Sweden to check that the mobility period and the provisions of the agreement are being properly implemented.