GfNA-II.8 -- Participant Grant agreement - Studies and traineeships (KA131) -2021

Important note: The participant should before signing the document fill out the following information about personal details, studies and bank details, as well as Article 6.2. Halmstad University will fill in the rest of this form.

Grant agreement model for Erasmus+ study and/or traineeship mobility

Field: Higher Education Academic year: Halmstad University Erasmus code: S HALMSTA01 Address: Box 823, 301 18 HALMSTAD Called hereafter "the organisation", represented for the purposes of signature of , on the one part, this agreement by and student as stated below called hereafter "the participant", on the other part, Name: National ID number: Address (street, postal code, place): Phone: E-mail: Study cycle: Subject area (degree in sending organisation): Number of completed higher education study years: Bank account where the financial support should be paid (incl. clearing nr): Bank account holder (if different than student): Bank name: Account/IBAN number:

BIC/SWIFT:

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

Annex I Learning Agreement for Erasmus+ mobility for studies/ Learning Agreement for

Erasmus+ mobility for traineeships

Annex II General Conditions

Annex III Erasmus Student Charter

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

The participant receives [to be filled out by Halmstad University]:

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

[To be filled out by Halmstad University]:

Total amount includes:

Individual support for long-term physical mobility

Individual support for short-term physical mobility

Top-up support for students with fewer opportunities on long-term mobilities, 250 EUR

Top-up support for students with fewer opportunities on short-term mobilities, 100 EUR or 150

EUR Top-up for traineeship activity, 150 EUR

Green travel individual support top-up (single contribution), 50 EUR

Travel support (standard travel or green travel)

Additional travel days (additional individual support days)

Expensive travel support (based on real costs)

Inclusion support (based on real costs)

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT [To be filled out by Halmstad University]

- 1.1 The organisation shall provide support to the participant for undertaking a mobility activity for under the Erasmus+ Programme.
- 1.2 The participant accepts the support specified in article 3 and undertakes to carry out the mobility activity for 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 DURATION OF MOBILITY [To be filled out by Halmstad University]

- 2.1 The agreement shall enter into force on the date when the last of the two parties signs.
- 2.2 The physical mobility period shall start on at the earliest and end on at the latest. The start date of the mobility period shall be the first day that the participant needs to be physically present at the receiving organisation and the end date shall be the last day the participant needs to be physically present at the receiving organisation. This may include language course. After the mobility the actual physical attendance will be controlled through the signed Certificate of Attendance. If these days differ from the planned dates, the scholarship amount will be adjusted accordingly. If applicable, travel days shall be added to the duration of the mobility period and included in the calculation of the individual support.
- 2.3 The participant shall receive a financial support from Erasmus+ EU funds for for months and days.
- 2.4 For long-term mobility, the total duration of the physical mobility period shall not exceed 12 months, including any zero-grant period. For short-term mobility, the total duration of the physical mobility period shall not exceed 30 days.
- 2.5 The participant may submit a request concerning the extension of the mobility period within the limit set out in article 2.4. If the organisation agrees to extend the duration of the mobility period, the agreement shall be amended accordingly.
- 2.6 The Transcript of Records and 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 [To be filled out by Halmstad University]

- 3.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Programme
- 3.2 The participant shall receive financial support from Erasmus+ EU funds for days of physical mobility. The number of days shall be equal to the duration of the physical mobility period plus travel days including green travel if applicable; if the participant is not going to receive financial support for a part or the entire mobility period, this number of days should be adjusted accordingly.

- 3.3 The total financial support for the mobility period is EUR , corresponding to [for long-term mobility EUR per month and EUR per extra days], [for short-term mobility EUR 70 per day up to the 14th day of physical activity and EUR 50 per day from the 15th day], [if applicable: and includes EUR for top-ups], [if applicable: and includes EUR for travel]. [For zero-grant participants, the contribution for travel and individual support should be 0], [if applicable: and includes EUR for funded travel days].
- 3.4 The reimbursement of costs incurred in connection with inclusion needs [if the participant is entitled to a travel grant: or expensive travel costs], when applicable, shall be based on the supporting documents provided by the participant.
- 3.5 The financial support may not be used to cover similar costs already funded by EU funds.
- 3.6 Notwithstanding article 3.5, 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 they carry out the activities foreseen in Annex I.

ARTICLE 4 – PAYMENT ARRANGEMENTS [To be filled out by Halmstad University]

- 4.1 Within 30 calendar days following the signature of the agreement by both parties or upon receipt of confirmation of arrival, and no later than the start date of the mobility period, a pre-financing payment shall be made to the participant representing 70% of the amount specified in Article 3. In case the participant did not provide the supporting documents in time, according to the 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.

ARTICLE 5 – INSURANCE [To be filled out by Halmstad University]

- 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 by 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 LANGUAGE SUPPORT [To be filled out by the participant]

- 6.1. The participant must carry out the OLS language assessment in the language of mobility (if available) before the mobility period. The completion of the online assessment before departure is a pre-requisite for the mobility, except in duly justified cases. Native speakers do not have to carry out the OLS language assessment.
- 6.2 The level of language competence in main language of instruction/work 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 If the participant wishes, she/he can follow the OLS language course of their choice, starting as soon as they receive access and making the most out of the service.

ARTICLE 7 – FINAL PARTICIPANT 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 - DATA PROTECTION

8.1. 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://erasmus-plus.ec.europa.eu/erasmus-and-data-protection/privacy-statement-mobility-tool

ARTICLE 9 – LAW APPLICABLE AND COMPETENT COURT

- 9.1 The Agreement is governed by Swedish law.
- 9.2 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.

ARTICLE 10 - GREEN TRAVEL

10.1 By signing this Grant Agreement the participant declares that the Green Travel is eligible in accordance with the criteria set out in Erasmus+ Programme Guide 2021 – travel that uses low-emissions means of transport for the main part of the travel, such as bus, train, car-pooling, boat, or other sustainable transportation. For a Green Travel to be valid, at least half the travel must be sustainable.

SIGNATURES			
For the participant		For the International Office, Halmstad University	
Done at	. date	Done at	. date

Annex I

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 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 Sweden (NA SE01), 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 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.

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 1 (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 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.

¹ 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://erasmus-plus.ec.europa.eu/erasmus-and-data-protection/privacy-statement-mobility-tool