

GRANT AGREEMENT

Grant agreement number:

[This template can be adapted by the HEI/sending organisation, but the content of this template are minimum requirements]

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

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

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

[For invited staff from enterprises: Full official name of the sending institution]

Nationality: [nationality]

Seniority in the position:

[junior/intermediate/senior]

Address: [official address in full]

Department/unit: [department/unit:]

Phone: [phone]

E-mail: [e-mail]

Sex: [M/F]

Academic year: 2014/2015

Participant with: / financial support from EU funds

/ zero-grant from EU funds

/ financial support from EU funds combined with zero-grant days

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:

Called hereafter **the Participant** of the other part, have agreed the Special Conditions and Annexes below which form an integral part of this agreement (**the Agreement**):

Annex I	Staff Mobility Agreement
Annex II	General Conditions

The terms set out in the Special 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 can be accepted. The Institution should keep a duly signed original version.]

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

- 1.1 The **Institution** shall provide financial support to the **participant** for undertaking a mobility activity for **teaching/ training/ teaching and training** under the Erasmus+ Programme.
- 1.2 The **Participant** accepts the financial support in the amount specified in article 3.1 and undertakes to carry out the mobility activity for **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 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 **startdate** at the earliest and end on **enddate** at the latest. 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.
 - /☒ **[Travel time is excluded from the duration of the mobility period.]**
 - /☒ **[One day for travel directly before the first day of the activity abroad [and/or] one day for travel directly following the last day of the activity abroad shall be added on top of the duration of the mobility period and shall be considered as well for the calculation of the individual support.]**
- 2.3 The participant shall receive financial support from EU funds for **[number of granted days]** days of activity, and **[travel days when the participant receives grant]** days for travel.
- 2.4 The total duration of the mobility period shall not exceed 2 months with a minimum of 2 days per mobility activity. For teaching mobility: the participant shall teach a total of **[teaching hours]** hours.

Megjegyzés [TTibor1]: ha a résztvevő Erasmus+ forrásból részesül pénzügyi támogatásban: a napok száma azonos a mobilitási időtartammal; ha a résztvevő zero grant napokkal vegyesen részesül támogatásban, akkor a napok száma azonos az Erasmus+ forrásból támogatott napok számával, de **legalább 2**; ha a munkatárs a teljes idejében zero-grant támogatásban részesül, akkor a támogatott napok száma 0 kell legyen.

Megjegyzés [TTibor2]: egy hétnél rövidebb időszaknál legalább 8 óra, ennél hosszabb időszak esetében legalább heti 8 oktatott óra.

- 2.5 The **Participant** may submit any request concerning the extension of the mobility period within 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 effective start and end dates of the mobility period.

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1 **[Option 1]** The participant shall receive **[full grant]** € consisting of **[individual grant]** € corresponding to individual support and **[travel support]** € corresponding to travel. The amount of individual support is **[individual grant for the 1-14. days]** € per day up to the 14th day of activity and **[individual grant for the 15- days]** € per day from the 15th day.
- [Option 2]** The institution/organisation shall provide to the **Participant** travel and individual support in form of contribution in kind or, if it is pre-financed by the **Participant**, refund these costs in accordance with the institution's/organisation's internal regulation. In such case, the institution shall ensure that the services provided meet the necessary quality and safety standards.
- [Option 3]** The participant shall receive from the **Institution** a financial support of **[support]** € for **[travel/ individual support]** and a contribution in kind or a refund for **[travel/ individual support]**. In such case, the **Institution** shall ensure that the services provided meet the necessary quality and safety standards and are in accordance with the institution's/organisation's internal regulation.
- 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 Union funds.
- 3.4 Notwithstanding Article 3.3, the financial support is compatible with any other source of funding.
- 3.5 The financial support or part of it shall be recovered if the participant does not comply with the terms of the agreement. However, reimbursement shall not be requested when the participant has been prevented from completing his/her mobility activities as described in Annex I due 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.

ARTICLE 4 – PAYMENT ARRANGEMENTS

- 4.1 **[Only if options 1 and 3 in article 3.1 have been selected]** Within 30 calendar days following the signature of the agreement by both parties, and no later than the start date of the mobility

Megjegyzés [TTibor3]: A mobilitási időszakra járó teljes végösszeg számítási módja: a mobilitás 2.3 cikkben meghatározott **összes támogatott nap** számának, és a fogadó országra vonatkozóan egy napra meghatározott egyéni támogatási egység szorzata, növelve a kapott utazási hozzájárulás összegével.

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 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
- 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 – EU SURVEY

- 5.1 The participant shall complete and submit the on-line EU Survey after the mobility abroad within 30 calendar days upon receipt of the invitation to complete it.
- 5.2 Participants who fail to complete and submit the on-line EU Survey may be required by their institution to partially or fully reimburse the financial support received.

ARTICLE 6 – LAW APPLICABLE AND COMPETENT COURT

- 6.1 The **Agreement** is governed by Hungarian Law
- 6.2 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(s) / forename(s)]

[signature]

Done at [place], [date]

For the institution

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

[signature]

Done at [place], [date]

ANNEX I
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.

Tempus Public Foundation, 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, Tempus Public Foundation 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.

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 the amount of the grant corresponding to the actual duration of the mobility period as defined in article 2.2. 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 45/2001 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 with the [national supervising body for data protection] with regard to the use of these data by the sending 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, Tempus Public Foundation or by any other outside body authorised by the European Commission or Tempus Public Foundation to check that the mobility period and the provisions of the agreement are being properly implemented