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

Field: Higher Education Academic year: 2022/2023

# Alexander Dubček University of Trenčín

Adressa: Študentská 2, 911 50 Trenčín, Slovakia

Erasmus code SK TRENCIN01

Called hereafter "the organisation", represented for the purposes of signature of this agreement by Assoc. Prof. Jozef Habánik, PhD. on the one part, and

#### Avnee CHAUHAN

Study cycle: Third cycle

Annex I

Annex II

Subject area: Inorganic technologies and non-metallic materials

Number of completed higher education study years: 5

Called hereafter "the participant", on the other part,

General Conditions

☐ Additional travel days (additional individual support days)

☐ Expensive travel support (based on real costs)

☐ Inclusion support (based on real costs)

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

Learning Agreement for Erasmus+ mobility for traineeships

Code: 0711

Erasmus Student Charter Annex III The terms set out in the Special Conditions shall take precedence over those set out in the annexes. The participant receives: 図 a financial support from Erasmus+ EU funds ☐ a zero-grant □ a financial support from Erasmus+ EU funds combined with zero-grant Total amount includes: x 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 x Top-up for traineeship activity, 150 EUR ☐ Green travel individual support top-up (single contribution), 50 EUR ☐ Travel support (standard travel or green travel)

#### SPECIAL CONDITIONS

# ARTICLE 1 - SUBJECT MATTER OF THE AGREEMENT

- 1.1 The organisation shall provide support to the participant for undertaking a mobility activity for traineeships under the Erasmus+ Programme.
- 1.2 The participant accepts the support specified in article 3 and undertakes to carry out the mobility activity for traineeships 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 physical mobility period shall start on 16/10/2023 at the earliest and end on 13/01/2024 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.
- 2.3 The participant shall receive a financial support from Erasmus+ EU funds for for 2 months and 28 days.
- 2.4 The total duration of the physical mobility period shall not exceed 12 months, including any zero-grant period.
- 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 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 is calculated following the funding rules indicated in the Erasmus+ Programme Guide.
- 3.2 The participant shall receive financial support from Erasmus+ EU funds for 88 days of physical mobility.
- 3.3 The total financial support for the mobility period is **EUR** , corresponding to **EUR** per month.
- 3.4 The reimbursement of costs incurred in connection with inclusion needs, 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

- 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 100% of the amount specified in Article 3. In case the participant did not provide the supporting documents in time, according to the sending 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 EUSurvey 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

- 5.1 The organisation shall make sure that the participant has adequate insurance coverage either by providing itself the insurance, 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.
- 5.2 Insurance coverage shall include at minimum a health insurance, a liability insurance and an accident insurance.
- 5.3 The responsible party for taking the insurance coverage is participant.

#### ARTICLE 6 - ONLINE LINGUAGE SUPPORT

- 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.
- 6.2 The level of language competence in work that the student already has or agrees to acquire by the start of the mobility period is: A1  $\square$  A2  $\square$  B1  $\square$  B2  $\square$  C1x C2  $\square$

# 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 Slovak Republic the national law of the NA.
- 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.

**SIGNATURES** 

For the participant

For the ADUT

Avnee Chauhan

Assoc. Prof. Jozef Habánik, PhD.

# Annex I

# [Key Action 1 – HIGHER EDUCATION EDUCATION 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 Slovak Republic, 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 Slovak Republic 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 legislation1 (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 Slovak Republic or by any other outside body authorised by the European Commission or the National Agency of Slovak Republic to check that the mobility period and the provisions of the agreement are being properly implemented.

<sup>1</sup> 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