***Grant Agreement* for Erasmus+ Higher Education: BIP**

Rosenheim Technical University of Applied Sciences
Erasmus Code: D ROSENHE01

International Office, Hochschulstraße 1, 83024 Rosenheim

hereinafter referred to as "the Institution", for signing this Agreement represented by Tamara Hormaier, Erasmus+ Institutional Coordinator,

and

Mr./Ms.

Date of birth: Nationality:

Address: (Street, Postcode City, Country)

Telephone number:

E-mail address:

Gender:

Matriculation number:

Academic year:

Study phase:

Specialisation:

Code:

Number of years of higher education completed:

The participant receives: [ ]  financial support from Erasmus+ funds of the EU

 [ ]  Zero Grant funding

 [ ]  Financial support from EU Erasmus+ funds in combination

 with Zero Grant funding

The total amount includes:

[ ]  Funding rate for individual support for long-term physical mobility

[ ]  Funding rate for individual support for short-term physical mobility

☐ Top Up for students and graduates with fewer opportunities for long-term mobility

☐ Top Up for students and graduates with fewer opportunities for short-term mobility

☐ Top-up amount (Top Up) for internships

☐ Top-up amount (Top Up) for Green Travel

☐ Support for participants with disabilities (based on real costs)

Bank account to which the financial support from EU ERASMUS+ funds is to be paid:

Account holder (if not participant):

Name of the bank (BC-/BIC-/SWIFT-number):

Account number/IBAN:

hereinafter referred to as "the Participant", have agreed to the specific terms and conditions and annexes set out below, which form an integral part of this Agreement ("the Agreement"):

Annex I Learning Agreement for Erasmus+ mobility for studies

Annex II General conditions

Annex III Erasmus+ Charter for Students

The provisions set out in the special conditions take precedence over the provisions in the annexes.

[Annex I does not necessarily have to be exchanged and submitted in paper form with original signatures. Depending on national legislation or institutional guidelines, scanned or digital signatures are acceptable].

SPECIAL CONDITIONS

**Note:** The validity of this contract is subject to feasibility and is to be checked against official travel warnings. Financial support requires physical presence at the host institution and can only be paid after arrival at the host institution. Financial support is limited to the period of physical mobility. If the mobility is carried out partly or for the entire duration as virtual mobility, the mobility will not be financially supported for the corresponding period.

The duration of the physical and/or virtual presence must be explicitly confirmed by the host institution in order to determine the actual funding period.

ARTICLE 1 - SUBJECT MATTER OF THE AGREEMENT

1.1 The TH Rosenheim grants the participant support for a mobility measure for studies at the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (host institution) in \_\_\_\_\_\_\_\_\_\_\_(country) within the framework of the Erasmus+ programme.

1.2 The participant accepts the support agreed in Article 3 and undertakes to carry out the mobility activity for studies as described in Annex I.

1.3 Either Party may propose and agree to amendments to this Agreement, including changes to the Mobility Start or End Dates, by means of formal notice in writing or electronically.

ARTICLE 2 - ENTRY INTO FORCE AND DURATION OF THE MOBILITY PERIOD

2.1 The agreement shall enter into force on the date of signature by the last of the two parties.

2.2 **The mobility period starts at the earliest on** (DD/MM/YYYY) **and ends at the latest on** (DD/MM/YYYY).
The mobility period starts on the first day on which the participant is required to be present at the host institution. The mobility period ends on the last day on which the participant is required to be present at the host institution.

2.3 The participant receives financial support from EU Erasmus+ funds for 5-30 days.

2.4 The total duration of the mobility phase may not exceed 12 months, including periods of zero grant support.

2.5 Applications to the sending institution for an extension of the duration of stay must be submitted at least one month before the original end of the mobility period.

2.6 The *Transcript of Records* or Internship Certificate (or a statement attached to these documents: in the case of ERASMUS+ studies, the Certificate of Stay) must contain the confirmed start and end dates of the mobility period.

ARTICLE 3 - FINANCIAL SUPPORT

3.1 The **financial support** from EU Erasmus+ funds for the mobility period amounts to a **maximum of \_\_\_\_ EUR.** This corresponds to 70 EUR per day (day 1-14) or 50 EUR per day (day 15-30). The maximum funded duration of the stay is \_\_\_ days.

3.2 The final amount for the mobility period shall be determined by multiplying the number of days of the mobility period according to Article 2.3 by the daily rate for the host country concerned.

3.3 Reimbursement of costs incurred in connection with grants for participants with disabilities shall be made, where applicable, on the basis of documentation to be provided by the participant.

3.4 Use of funding to cover similar costs already paid from EU funds is not permitted.

3.5 Without prejudice to Article 3.4, the grant shall be compatible with any other source of funding, including income earned by the participant from work in addition to the studies or traineeship, as long as he/she carries out the activities provided for in Annex I.

3.6 The financial support from Erasmus+ grants or parts thereof must be repaid by the participant in case of non-compliance with the provisions of this agreement.

 Should the participant terminate the agreement prematurely of his/her own accord, he/she must repay the grant already received up to that point. This does not apply if other agreements have been made with the sending institution.

 If the participant is prevented from completing his/her mobility activities as described in Annex I due to "force majeure", he/she is entitled to receive at least the updated grant of the actual duration (academically relevant start/end) of the mobility period. Any part of the grant exceeding this amount has to be paid back to the sending institution. This does not apply if otherwise agreed with the sending institution. Cases of force majeure approved by the National Agency must be reported by the promoter.

ARTICLE 4 - PAYMENT MODALITIES

4.1 The participant receives pre-financing amounting to 100% of the amount specified in Article 3 per semester by (whichever comes first) at the latest:

* within 30 days of the signing of the agreement by both parties
* on the date of the start of the mobility period (optional: on receipt of the confirmation of arrival by the participant)

If the participant does not submit the relevant evidence in time according to the schedule of the sending institution, a later payment of the pre-financing is exceptionally possible.

4.2 If the payment referred to in Article 4.1 is less than 100 % of the financial support, the submission of the EU Survey online (participant report) shall be considered as a request by the participant for payment of the balance of the financial support from EU Erasmus+ funds. The sending institution shall make the payment of the balance or request for reimbursement within 45 calendar days (after receipt of the report).

ARTICLE 5 - INSURANCE

5.1 No insurance cover is associated with the Erasmus+ Programme. **The participant must have sufficient insurance cover for the host country and undertakes to provide sufficient insurance cover himself/herself.**

Please note: It is possible to take out DAAD insurance at the participant's own expense. Health/accident and liability insurance are included. For further information, please contact the DAAD Insurance Office, Kennedyallee 50, 53175 Bonn, phone: +49 228/882-8770, versicherungsstelle@daad.de or <https://www.daad.de/versicherung/de/>.

Other insurance agencies are also accepted.

5.2 The participant declares that he/shehas sufficient **health insurance cover** for thestay in the above-mentioned host country. The conclusion of sufficient liability and accident insurance for the stay in the above-mentioned host country is additionally recommended. It is the participant's responsibility to check his/her insurance coverage for the stay in the host country and, if necessary, to take out additional insurance according to his/her specific needs.
Note: The participant's national health insurance generally also provides basic insurance cover for the stay in another EU country with the European Health Insurance Card. However, the coverage provided by the European Health Insurance Card or private insurance may be insufficient, especially if repatriation or special medical procedures are needed. For such cases, supplementary private insurance may be useful.

ARTICLE 6 - LANGUAGE SUPPORT ONLINE (OLS) *[only for mobility actions whose main working language is Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Irish Gaelic, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovene, Slovak, Spanish or Swedish (other languages subject to availability but not for native speakers)].*

6.1 The participant must take an OLS language test before the mobility period. This pre-departure test is a compulsory part of every student or graduate mobility. Exceptions must be justified individually.

6.2 [for OLS language course participants only] The participant completes the OLS language course immediately after receiving access and is encouraged to make the most of the service. The participant must inform the institution immediately if he/she is unable to complete the OLS language course.

ARTICLE 7 - EU Survey Online (Participant Report)

7.1 The participant must complete and submit the EU Survey online within 30 days after the end of the mobility period. The institution may require participants who do not complete and submit the EU Survey online to reimburse part or all of the financial support received from EU Erasmus+ funds.

7.2 A supplementary EU Survey online can be sent to the participant to allow a full evaluation for recognition issues.

ARTICLE 8 - DATA PROTECTION

8.1 The funding body must send the participant the applicable privacy statement on the processing of his/her personal data before these data are recorded in the electronic systems managing the Erasmus+ mobility actions.

 <https://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>

ARTICLE 9 - APPLICABLE LAW AND JURISDICTION

9.1 The Agreement shall be governed by German law.

9.2 If disputes between the Institution and the Participant concerning the interpretation, application or validity of this Agreement cannot be settled amicably, such disputes shall be subject to the exclusive jurisdiction of the courts of the applicable national law.

SIGNATURES

Participant Technische Hochschule Rosenheim

First name, last name Tamara Hormaier / Tina Kaffl

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Date, signature Date, signature

**Annex I**

[Key Action 1 - HIGHER EDUCATION ]

**Learning Agreement for Erasmus+ mobility for Blended Intensive Programmes**

**Annex II**

**GENERAL CONDITIONS**

**Article 1: Liability**

Each party to this Agreement shall indemnify the other party against any civil liability for damages suffered by it or its employees as a result of the performance of this Agreement, unless such damages are due to the serious and wilful misconduct of the other party or its employees.

The National Agency of Germany (NA DAAD), the European Commission or its staff will not be liable for any damage incurred during the implementation of the mobility period if a claim is made under the agreement. Consequently, the National Agency of Germany (NA DAAD) or the European Commission will not grant any request for compensation or reimbursement in connection with such a claim.

**Article 2: Termination of the agreement**

If the participant fails to fulfil any of the obligations arising from the agreement, the organisation is legally entitled to terminate or dissolve the agreement without further formalities, notwithstanding the consequences provided for by the applicable law, if the participant does not take action within one month of receiving notification by registered letter.

If the participant terminates the agreement prematurely or does not comply with the agreement, he/she must repay the grant already paid, unless otherwise agreed with the sending institution.

In case of termination by the participant(s) due to "force majeure", i.e. an unforeseeable exceptional situation or event beyond the control of the participant(s) and not due to his/her fault or negligence, the participant(s) shall be entitled to at least the amount of the grant corresponding to the actual duration of the mobility period. Any remaining amounts are to be reimbursed.

**Article 3: Data protection[[1]](#endnote-1)**

All personal data contained in the Agreement will 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. These data will be processed exclusively in the context of 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 transferring the data to the bodies responsible for control and audit in accordance with EU legislation (Court of Auditors or European Anti-Fraud Office (OLAF)).

The participant may, upon written request, have access to his/her personal data and correct any inaccurate or incomplete information. He/she should contact the sending organisation and/or the National Agency if he/she has any questions about the processing of his/her personal data. The participant may lodge a complaint with the European Data Protection Supervisor against the processing of his/her personal data with regard to the use of the data by the European Commission.

**Article 4: Reviews and audits**

The parties to the agreement undertake to provide all detailed information requested by the European Commission, the National Agency of Germany (NA DAAD) or any other external body authorised by the European Commission or the National Agency of Germany (NA DAAD) in order to verify that the mobility period and the provisions of the agreement are properly implemented.

1. For more information on how we process your personal data, what data we collect, who has access to it and how we protect it, please see:

https://erasmus-plus.ec.europa.eu/erasmus-and-data-protection/privacy-statement-mobility-tool<https://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement> [↑](#endnote-ref-1)