**GRANT AGREEMENT FOR ERASMUS+ TRAINEESHIP WITHIN PROGRAMME COUNTRIES**

2022/2023

Nr.

VILNIAUS UNIVERSITETAS, LT VILNIUS01

Address: Universiteto g. 3, Vilnius, LT-01513, Lithuania

Called hereafter "The Institution", represented for the purposes of signature of this agreement by , Pro-rector for Studies Assoc. Prof. Dr. Valdas Jaskūnas, acting according to authorization of Rector of the April 1, 2020, No RI-136 one part,

and

Mr/Mrs/Ms

 (all names/ forenames)

Date of birth      ; Gender:       ; Nationality:       ;

Address:       ;

 (in Lithuania: street, house No., flat No., town, post code)

Phone:       ; E-mail :       ;

Faculty:       ; Student card No.       ;

Subject area (at The Institution)       ; ISCED-F code      ;

Study cycle: [ ] First cycle [ ]  Second cycle [ ]  Third cycle [ ]  One-cycle study programme

Number of completed higher education study years       ;

Previous participation in Erasmus programme (study and/or traineeship) at the same study cycle no[ ] , yes [ ] ,

if yes:

☐ Erasmus studies: from       to       ; duration       months ;

☐ Erasmus traineeship: from       to       ; duration       months ;

Bank account where the financial support should be paid:

Bank

Account/IBAN number:

Clearing/BIC/SWIFT number:       .

Called hereafter “the Participant”, of the other part, hereinafter collectively referred to as the “Parties”

Have agreed to the Special Conditions and Annexes below that form an integral part of this agreement (called hereafter the “Agreement"):

Annex I[[1]](#footnote-2) Learning Agreement for Erasmus+ mobility for studies

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 [choose one]:

[ ]  a financial support from Erasmus+ EU fund. (Beneficiary grant agreement No. 2021-1-LT01-KA131-HED-000006619)

[ ]  a zero-grant[[2]](#footnote-3)

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

[ ]  other, non-EU, financial support (ESF funds/other .)

[ ]  Top-up support for students with fewer opportunities on long-term mobilities

[ ]  Inclusion support for student with special needs (based on real costs)

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

1.1 The Institution shall provide support to the Participant for undertaking a mobility activity for studies/traineeship under the Erasmus+ Programme.

1.2 The Participant accepts the support specified in article 3 and undertakes to carry out the mobility activity for studies/traineeship as described Annex I and shall comply with the requirements set out in the Special Conditions and in Annexes II and III.

1.3. Amendments to the Agreement, including the start and the 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

2.1 The Agreement shall enter into force on the date when the last of the two Parties signs and valid until the Parties have fulfilled their obligations.

2.2 The mobility period shall start on **\_ \_/\_ \_/\_ \_ \_ \_** and end on **\_ \_/\_ \_/\_ \_ \_ \_.** The Receiving Institution , country **.** The start date of the mobility period shall be the first day that the Participant needs to be present at the Receiving Institution. Institution to select for participants attending a language course provided by another institution than the Receiving Institution as a relevant part of the mobility period abroad: The start date of the mobility period shall be the first day of language course attendance outside the Receiving Institution. The end date of the period abroad shall be the last day the Participant needs to be present at the Receiving Institution.

2.3 The Participant shall receive a financial support from Erasmus+ EU funds for months and days of traineeship.

2.4 Traineeship abroad can last a minimum of 2 months (60 days), study period abroad can last a minimum of 3 months (90 days), the total duration of the mobility period shall not exceed 12 (in the study cycle) months or 24 (one-cycle study programme), including any zero grant period.

2.5 The request to The Institution to extend the period of stay should be introduced at least one month before the end, as indicated in the Article 2.2 of the originally planned mobility period. The extended mobility period may last up to .

2.6 The Transcript of Records and Confirmation of Erasmus study period abroad/The Traineeship Certificate shall provide the confirmed actual 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 financial support for the mobility period, specified in the article 2.2, is EUR and covers:

3.2.1 Individual support for long-term physical mobility EUR , corresponding to EUR      ,per month;

3.2.2 Top-up support for students with fewer opportunities on long-term mobility, corresponding to EUR per month (does not applies);

3.2.3 Inclusion support for students with special needs (based on real costs), not more than EUR  (does not applies);

3.3 The amount for the mobility period shall be determined by multiplying the number of months of the mobility specified in article 2.3 with the rate applicable per month for the receiving country concerned. In the case of incomplete months, the financial support is calculated by multiplying the number of days in the incomplete month with 1/30 of the unit cost per month.

3.4 The financial support may not be used to cover similar costs already funded by EU funds.

3.5 Notwithstanding article 3.4, 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 he//she carries out the activities foreseen in Annex I.

3.6 The financial support or part thereof shall be repaid if the Participant does not comply with the terms of the agreement. If the Participant terminates the agreement before mobility period, specified in the Article 2.2, 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.

ARTICLE 4 – PAYMENT ARRANGEMENTS

4.1 A pre-financing payment EUR .shall be made to the Participant no later than 30 calendar days after the signature of the agreement by both parties, but not later than the mobility period first day, representing 80 % of the amount specified in Articles 3.2.1 and 3.2.2 and 100 % of the amount specified in Article 3.2.3. In case the Participant did not provide the supporting documents in time, according to the Institution's timeline, a later payment of the pre-financing can be exceptionally accepted.

4.2 The submission of the online EU survey and the Confirmation of Erasmus study period/ the Traineeship Certificate 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 At the end of the mobility period and upon submission of supporting documents by the Participant for green travel, he/she may receive an additional fixed financial contribution of 50 EUR for green travel and additional individual support for no more than 4 additional days calculated as referred to in point 3.3. If the Participant does not submit the documents supporting the green travel, the mobility grant may be recalculated.

4.4 Supporting documents must be provided for additional (Inclusion) financial support received. The Participant must reimburse the overpayment if he / she does not provide supporting documents for the full amount specified in article 3.2.3.

ARTICLE 5 – INSURANCE

5.1 The Participant shall have adequate insurance coverage. The Institution ensures that students are clearly informed about issues related to insurances. Mandatory insurance types are health insurance, accident insurance and liability insurance.

5.2 By signing this agreement the Participant confirms that insurance coverage has been organised:

5.2.1 The **health insurance** coverage is provided by:

[ ]  The European Health Insurance Card

[ ]  The private Health Insurance

5.2.2 **liability insurance coverage** (covering damages caused by the Participant at the study/traineeship place) has been organised by

[ ]  Participant;

[ ]  The Receiving Institution;

[ ]  Not applicable;

5.2.3 **accident insurance coverage** related to the student's tasks (covering at least damages caused to the Participant at the study/traineeship place) has been organised by:

[ ]  Participant;

[ ]  The Receiving Institution;

[ ]  Not applicable;

5.3 By signing this Agreement, the Participant confirms that he / she understands that he / she assumes all risks during the mobility period if he / she fails to comply with the obligation set out in this article.

ARTICLE 6 – ONLINE LINGUISTIC SUPPORT (OLS tool)

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 ( applicable. )

6.2  that the Participant already has or agrees to acquire by the start of the mobility period is: A1☐ A2☐ B1☐ B2☐ C1☐ C2☐, native [ ]

6.3 The Participant will follow the OLS language course of their choice, starting as soon as he/she receives access and making the most out of the service. The Participant will immediately inform the organisation if he/she is unable to carry out the course, before accessing it.

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 the Institution 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 Institution 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://ec.europa.eu/programmes/erasmus-plus/specific-privacy-statement\_en

<https://ec.europa.eu/programmes/erasmus-plus/specific-privacy-statement_en>

ARTICLE 9 – LAW APPLICABLE AND COMPETENT COURT

9.1 The Agreement is governed by the law of the Republic of Lithuania.

9.2 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

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| --- | --- |
| For the Participant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(signature)date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(place, date) | For the Institution **Vice-Rector for Studies****Assoc. prof. dr. Valdas Jaskūnas**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(signature)Vilnius, \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date) |

**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 Lithuania, 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 Lithuania 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 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 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 sending organisation.

**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 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 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 Lithuania or by any other outside body authorised by the European Commission or the National Agency of Lithuania to check that the mobility period and the provisions of the agreement are being properly implemented.

1. It is not compulsory to circulate papers with original signatures for Annex I of this document: scanned copies of signatures and electronic signatures may be accepted (including via the Erasmus Without Paper Network), depending on the national legislation or institutional regulations [↑](#footnote-ref-2)
2. Students receiving a zero grant from EU Erasmus + funds are participants in mobility activities that do not receive an EU Erasmus + grant to cover travel and subsistence costs, but in all other respects meet the criteria for student mobility and can take full advantage of the opportunities available to Erasmus + students. They can receive a grant from an EU fund other than Erasmus + (ESF, etc.) or a national, regional or other grant to cover their mobility costs. [↑](#footnote-ref-3)