

# GRANT AGREEMENT for an ERASMUS+ Traineeship

## Traineeships 2021-2023

Between the **Office for Erasmus Traineeships Saxony-Anhalt (D MAGDEBU01-K)** located at

Otto-von-Guericke-University Magdeburg  
Universitätsplatz 2, 39106 Magdeburg

called hereafter **the institution**, represented for the purposes of signature of this agreement by **Angela Wittkamp** (Head of Project) and

### STUDENT NAME AND ADDRESS

called hereafter **the participant**, have reached the following agreement:

The Office for Erasmus-Traineeships Saxony-Anhalt and the participant agree to the **special conditions** mentioned below and the following **annexes** as well as the **ERASMUS Application form**, which form an integral part of this agreement:

Annex I 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.

## SPECIAL CONDITIONS

### 1. Subject Matter of the Agreement

1.1 The institution shall provide financial support to the participant for undertaking a mobility activity for traineeships under the Erasmus+ Program.

1.2 The participant accepts the support specified and undertakes to carry out the mobility activity for traineeships as described in the Learning Agreement.

1.3 Amendments to the agreement, including to the start and end dates, shall be requested and agreed by both parties through a formal notification by letter or by electronic message.

## 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 it.

2.2 Traineeship start date: **dd/mm/yy** Traineeship end date: **dd/mm/yy**

Supported traineeship duration: **... months\* + ... days = ... total days**

The start date of the mobility period shall be the first day that the participant needs to be physically present at the receiving organisation or on the first day of language course attendance outside the receiving organisation. The end date of the period abroad shall be the last day the participant needs to be physically present at the receiving organisation.

If applicable, up to 4 travel days can be added to the duration of the mobility.

2.3 The total duration of the mobility period shall not exceed 12 months, including previous participation in the Erasmus program as well as any zero grant period.

2.4 The participant can request an extension of the funding period within the duration laid out in 2.3 until one month before the original end date of the mobility period. If the institution agrees to the extension, the agreement will be adjusted accordingly.

2.5 The Traineeship Certificate shall provide the confirmed start and end dates of duration of the mobility period.

## 3. Financial Support

3.1 The financial support for the mobility period shall be calculated based on the rule for financing as detailed in the Erasmus+ directory.

3.2 The participant shall receive financial support from Erasmus funds of the EU for a physical mobility

of **xxx** traineeship days + **yyy** Green Travel days = **zzz** days in total

3.3 **Language Course:** Upon presentation of a certificate of attendance as supporting documentation, a language course taken in the destination country before the start date of the traineeship can be supported.

3.4 **Green Travel:** The participant can receive additional funding of 50€ and up to 4 travel days (at the daily rate), if he/she uses sustainable means of traffic. The Solemn Declaration must be submitted before the start and proof of the use of relevant means of travel after the end of the mobility.

3.5 The financial support for the mobility totals **aaa €** and is calculated as follows:

**bbb €**/day x **zzz** days + 50€ flat fee Green Travel (if applicable)

\*1 month = 30 days

3.6. Participants with special needs (participants with children or participants with a severe disability of at least 20% or participants with special needs due to chronic illness) can receive an additional flat fee of 250€ per month upon application. Birth certificates, disability cards or medical reports with specification of costs qualify as proof. Participants with a severe disability, whose actual costs exceed the flat fee considerably, may apply for compensation of their total costs in a supplementary process.

3.7 The financial support may not be used to cover similar costs already funded by EU funds. The participant shall insure that during the period of the ERASMUS-grant he/she will receive no further EU funding.

3.8 The grant is compatible with any other source of funding including revenue that the participant could receive working beyond its traineeship as long as he/she carries out the activities foreseen in Annex I (Learning Agreement).

3.9 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 (i.e. the traineeship) before the agreed upon end date, he/she shall have to refund the amount of the grant already paid proportionally or totally (if contractual amendments have not been agreed upon by all parties or if the duration of the traineeship is less than 2 months). However, this is not applicable when the participant has been prevented from completing his/her mobility activities due to force majeure. In this case, he/she shall be entitled to receive the amount of the grant corresponding to the actual duration of the mobility period. Such cases shall be reported by the project sponsor to the national agency. The Office for Erasmus Traineeships Saxony-Anhalt must be informed within three days of the early termination of the traineeship.

#### **4 Payment Arrangements**

4.1. A payment of 90% of the scholarship, i.e. **ccc €**, shall be made to the account of the participant as stated below by the start date of the mobility period (no later than 30 calendar days after the obtainment of the complete application documentation and the grant agreement).

4.2. The remainder of the financial support, including possibly the flat fee for Green Travel, will be transferred upon the submission of the final report and online EU survey. The Office for Erasmus Traineeships shall have 45 calendar days to make the balance payment or to issue a recovery order in case a reimbursement is required.

#### **5 Online Linguistic Support (OLS)**

The Online Linguistic Support is only applicable for mobility activities for which (one of) the main working language(s) is available on the OLS platform; native speakers are exempted.

5.1. The participant must carry out the OLS language assessment before the start of the mobility period. The completion of the online assessment before departure is a pre-requisite for the mobility, except in duly justified cases.

5.2. The participant shall follow the OLS language course, starting as soon as they receive access and making the most out of the service. The participant shall immediately inform the institution if he/she is unable to carry out the course, before accessing it.

## 6 Reports / EU Survey

6.1. The participant shall complete and submit an **interim report** (1-2 page informal report via e-mail) between the second and fourth weeks of the traineeship. He/she must also submit a **final report** using the official forms within 30 days after the completion of the traineeship. Along with the reports to the Office for Erasmus Traineeships, the **Online EU Survey** must also be filled out and submitted.

Furthermore, a **traineeship certificate** (traineeship reference) from the host institution confirming the completion of the traineeship and the exact start and end dates and including an assessment of the trainee's performance must be submitted to the Office for Erasmus Traineeships Saxony-Anhalt. The Office for Erasmus Traineeships Saxony-Anhalt additionally requires a copy of the **Euroskills Questionnaire** to be filled out by the host institution. Furthermore, graduates and PhD students have to hand in the **Europass Mobility**.

6.2. A complementary online survey may be sent to the participant allowing for the full reporting of recognition issues.

6.3. Participants who fail to submit the reports using the required forms and/or within the required deadlines and/or have not completed the **OLS Language Assessment**, as agreed upon, may be required by the Office for Erasmus Traineeships Saxony-Anhalt to fully reimburse all financial support received immediately upon request.

## 7 Applicable Laws and Jurisdiction

7.1. This agreement is governed by German law.

7.2. The court of jurisdiction is determined in accordance with the applicable national law and 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.

## 8 Insurance

The participant agrees to arrange adequate insurance coverage (health insurance, liability insurance, accident insurance) for herself / himself, as the program will not be associated with the insurance coverage.

The institution shall make sure that the participant is adequately covered by insurance through providing the participant with the relevant information and support regarding the conclusion of insurance contracts. It remains in the responsibility of the participant to conclude the insurance contract(s).

### 8.1. Health Insurance

Usually basic coverage is provided by the national health insurance of the participant as well during his/her stay in another EU country through the European Health Insurance Card. However, the coverage of the European Health Insurance Card or private insurance may not be sufficient, especially in case of repatriation and specific medical intervention. In such a case, a complementary private insurance might be useful. The participant acknowledges hereby, that he disposes of adequate health insurance coverage.

## 82. Liability Insurance (Damages at the Workplace)

Liability insurance covers damages caused by the student during his/her stay abroad. Varying arrangements with respect to liability insurance are in place in different countries engaged in transnational learning mobility for traineeships. Trainees therefore run the risk of not being covered. Annex 1(Learning Agreement) provides clarity if this is covered by the host organisation or not. If not made compulsory by the national regulation of the receiving country, this might not be imposed on the receiving organisation. The participant acknowledges hereby, that he disposes of a liability insurance coverage, that at a minimum covers the participant for any damages that may be caused by the participant at his/ her place of work during the traineeship.

## 83. Accident Insurance (Workplace Accidents)

This insurance covers damages to employees resulting from accidents at work. In many countries employees are covered against such accidents at work. However, the extent to which transnational trainees are covered within the same insurance may vary across the countries engaged in transnational learning mobility programs. Annex 1(Learning Agreement) provides clarity if this is covered by the host organisation or not. If the receiving organisation does not provide such a coverage (which cannot be imposed if not made compulsory by the national regulation of the receiving country), the participant herself or himself has to ensure that he/she is covered by such an insurance. The participant acknowledges hereby, that he disposes of an accident insurance, that at a minimum covers the participant for any damages that may be caused by the participant at their place of work during the traineeship.

Note: The DAAD offers a combined health, accident and liability insurance for Erasmus participants. You can find more information along with the necessary application documents at: <https://www.daad.de/versicherung/allgemein/bedingungen/en/14380-daad-insurance-destination-abroad/>.

### Participant's Insurance Information

I am insured as follows:

#### Accident Insurance

- Through the receiving institution
- Through insurance with the DAAD
- Through another insurer as follows: .....

#### Liability Insurance

- Through the receiving institution
- Through insurance with the DAAD
- Through another insurer as follows: .....

**9 Bank Account information for the payment of the financial support  
(must be an account with a German Bank)**

Account holder's name (if the account does not belong to the participant): .....

Name of the bank: .....

IBAN: .....

BIC: .....

**10 Data Protection Policy**

The institution shall provide the participant with the relevant privacy statement for the processing of his/her personal data, before these are encoded into the electronic systems for managing the Erasmus+ mobility:

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

**SIGNATURES**

Participant  
Last name, first name

Place, date

Office for Erasmus Traineeships Saxony-Anhalt  
(Angela Wittkamp, Head of Project)

Magdeburg, date



## **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 Germany (NA DAAD), 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 Germany (NA DAAD) 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 (NA DAAD). The participant may lodge a complaint against the processing of his personal data with regard to the use of these data by the sending institution, the National Agency (NA DAAD), or to the European Data Protection Supervisor with regard to the use of the data by the European Commission.<sup>1</sup>

### **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 Germany (NA DAAD) or by any other outside body authorised by the European Commission or the National Agency of Germany (NA DAAD) to check that the mobility period and the provisions of the agreement are being properly implemented.

---

<sup>1</sup> Further information regarding the purpose of processing your personal data, which data we collect, who has access to them and how they protected can be found at: [https://ec.europa.eu/programmes/erasmus-plus/specific-privacy-statement\\_en](https://ec.europa.eu/programmes/erasmus-plus/specific-privacy-statement_en)