

GRANT AGREEMENT for an ERASMUS+ Traineeship

Traineeships 2024–2026, Projectnr. 2024-1-DE01-KA131-HED-000198012
Higher Education

PREAMBLE

This Agreement is between the following parties:

on the one part, the institution,

the **Office for Erasmus Traineeships Saxony-Anhalt (D MAGDEBU01_K)**
located at Otto-von-Guericke-University Magdeburg

Adress: Universitätsplatz 2, 39106 Magdeburg

Mail: angela.wittkamp@ovgu.de

represented for the purposes of signature of this agreement by **Angela Wittkamp**
(Head of Project)

and on the other part the participant

STUDENT NAME

ADDRESS ⁽¹⁾

DATE OF BIRTH: / PHONE NUMBER: / E-MAIL:

The above parties have agreed to enter into this agreement. This agreement consists of:

- Terms and Conditions
- Erasmus application form
- Annex I: Learning Agreement (Erasmus+ Learning Agreement for student mobility for traineeships)
- Annex II: Erasmus Student Charter

The terms and conditions set out in the general terms and conditions will take precedence over those set out in the annexes.

The grant includes:

- X grant for individual support of physical longterm mobility
- X top up for traineeship
- top up for Green Travel
- top up for students and graduates with special needs and fewer opportunities
- special support for trainees with disability (based on real costs)

(1) We are using the home address for all trainees and not the semester address, since this address is more stable and commonly will not change (e.g. during the traineeship). Most of the correspondence is done by e-mail.

TERMS AND CONDITIONS

1. Subject of the Agreement

1.1. This Agreement sets out the rights, obligations and terms and conditions for the financial support awarded to carry out a mobility activity under the Erasmus+ Programme.

1.2. The institution will provide support to the participant for undertaking a mobility activity in order to carry out a traineeship under the Erasmus+ Programme.

1.3. The Participant accepts the support or the provision of services specified in Article 3 and undertakes to carry out the mobility activity as described in the Learning Agreement.

1.4. Amendments to this Grant Agreement will be requested and agreed by both parties through a formal notification by letter or electronic message (e.g. traineeship extension, early termination).

2. Entry into Force and Duration of Mobility

2.1. This agreement shall enter into force on the date when the last of the two parties signs the agreement.

2.2. Traineeship start date: **dd/mm/yyyy** Traineeship end date: **dd/mm/yyyy**

Duration of the mobility period:

aa months⁽²⁾ + **bb** day/s + **cc** travel days⁽³⁾ = **dd** days total

The start date of the mobility period shall be the first day that the participant needs to be physically present at 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.

2.3. The total duration of the mobility period shall not exceed 12 months, including previous participation in the Erasmus+ Programme 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.

(2) 1 month = 30 days

(3) Top-up for Green Travel

3. Financial Support

3.1. The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide (2024 version).

3.2. The participant will receive a financial support from Erasmus+ EU funds for a total physical mobility of **zz days**, calculated as follows:

$$\text{dd days total} - \text{yyy Zero Grant days} = \text{zz days}$$

The financial support for the mobility phase totals **xxx €** and is calculated as follows:

$$\text{Grant: yy € per day} \times \text{zz days} = \text{xxx €}$$

3.3. The contribution towards costs incurred in connection with travel or inclusion needs shall be based on the supporting documents provided by the participant.

4. Eligibility of Costs

4.1. In order to be eligible the costs must be actually used or produced by the participant in the period set out in Article 2 and/or be necessary for implementing the activity in the Annex. The costs must comply with the applicable national law on taxes, labour and social security.

4.2. The financial support may not be used to cover the costs of activities already funded by EU funds. The use of funding to cover similar costs already paid from EU funds is not permitted. The participant assures that he/she will not receive any other EU funding or PROMOS funding during the term of the Erasmus grant. However, the grant is compatible with any other source of funding. This includes a salary earned by the participant for his/her traineeship or from work in addition to the traineeship, as long as he/she carries out the activities foreseen in Annex I.

4.3. The participant may not claim reimbursement of currency exchange losses or bank costs charged by the participant's bank for transfers from the sending institution.

4.4. 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.

5. Payment Arrangements

5.1. A payment of 90% of the scholarship, i.e. **xxx €**, 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).

5.2. The remainder of the financial support will be transferred upon the submission of the final report and Online Participant Report of the EU. The Office for Erasmus Traineeships Saxony-Anhalt shall have 45 calendar days to make the balance payment or to issue a recovery order in case a reimbursement is required.

6. Recovery

6.1. The financial support or part thereof shall be recovered by the institution if the participant does not comply with the terms of the agreement. If the participant terminates the agreement before it ends, the participant shall have to return the amount of the grant already paid, except if agreed differently with the institution. The latter shall be reported by the institution and accepted by the National Agency.

7. Online Linguistic Support (OLS)

7.1. The participant can carry out the OLS language assessment for the mobility language (if available) before the start of the mobility period and use the language courses available on the OLS platform.

8. Final Documents

8.1. 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 Participant Report of the EU** 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. In addition, the Erasmus Internship Office Saxony-Anhalt requires a copy of **the Euroskills questionnaire** to be completed by the internship institution. Furthermore, graduates have to hand in the **Europass Mobility**.

If the internship ends in July 2026, all documents must be submitted in full no later than **31.07.2026**.

8.2. Participants who fail to submit the reports using the required forms and/ or within the required deadlines, as agreed upon, may be required by the Office for Erasmus traineeships Saxony-Anhalt to fully reimburse all financial support received immediately upon request.

9. Insurance

9.1. 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.

9.2. It remains in the responsibility of the participant to conclude the insurance contract(s). The insurance cover includes at least health insurance, liability insurance and accident insurance.

9.3. 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.

9.4. Liability Insurance (Damages committed by the Participant 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 I (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.

9.5. Accident Insurance (Accidents of the Participant at the Workplace)

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 I (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.

We strongly recommend that you take the DAAD insurance. This offers a combined health, accident and liability insurance for Erasmus participants. You can find more information along with the necessary online-application documents at:

<https://www.daad.de/en/study-research-teach-abroad/scholarships-funding/daad-insurance/destination-abroad/>.

GENERAL CONDITIONS

10. Ethics and Values

10.1. The mobility activity must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.

10.2. The participant must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

10.3. If the Participant breaches any of its obligations under this Article, the financial support may be reduced or not be paid.

11. Data Protection

11.1. Any personal data under the agreement will be processed under the responsibility of the data controller identified in the privacy statement in accordance with the applicable data provision legislation, in particular Regulation 2018/1725⁽⁴⁾ and related national data protection acts and for the purposes set out in the Privacy Statement available at <https://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>.

11.2. Such data will 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)).

11.3. The participant may, on written request, gain access to his/her personal data and correct any information that is inaccurate or incomplete. The participant should address any questions regarding the processing of their personal data to the sending institution and/or the National Agency. The participant may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor with regard to the use of the data by the European Commission.

12. Agreement Suspension

12.1. The agreement may be suspended at the initiative of the participant or the institution if exceptional circumstances – in particular *force majeure* (see Article 16) – make implementation impossible or excessively difficult. The suspension will take effect on the day agreed by written notification by the parties. The agreement may be resumed afterwards.

12.2 The institution may suspend the agreement at any time if the participant has committed or is suspected of having committed a criminal offense:

a) substantial errors, irregularities or fraud; or

b) serious breach of obligations under this agreement or during the award (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethic rules (if applicable), etc.).

12.3 Once circumstances allow for implementation to resume, the parties must immediately agree on the resumption date (one day after suspension end date). The suspension will be lifted with effect from the suspension end date.

12.4 During the suspension, no financial support will be paid to the participant.

12.5 The participant may not claim damages due to suspension by the institution.

12.6 Suspension does not affect the institution's right to terminate the agreement (see Article 13).

(4) Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) NO 45/2001 and Decision NO 1247/2002/EC.

13. Termination of the Agreement

13.1. The agreement may be terminated by either party if circumstances arise that render the execution of the agreement impracticable, impossible or excessively difficult.

13.2. In case of termination due to force majeure (Article 16), the participant will be entitled to receive at least the amount of financial support corresponding to the actual duration of the activity period. Any remaining funds will have to be recovered.

13.3. In the event of serious breach of obligations or if the participant has committed irregularities, fraud, corruption, or is involved in a criminal organization, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking, the institution may terminate the agreement by formally notifying the other party.

13.4. The institution reserves the right to initiate a court action if any requested refund is not voluntarily issued within the deadline notified to the participant by registered letter.

13.5. The termination will take effect on the date specified in the notification; "termination date".

13.6. The participant may not claim damages due to termination by institution.

14. Checks and Audits

14.1. The parties to 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 authorized 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 or were properly implemented.

14.2. Any finding related to the agreement may lead to the measures set in Article 6 or to further legal action in the terms of the applicable national law.

15. Damages

15.1. Each party of this agreement exonerates 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 their staff.

15.2. The National Agency of Germany (NA DAAD), the European Commission or their staff will 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 will not entertain any request for indemnity of reimbursement accompanying such claim.

16. Force Majeure

16.1. A party prevented by force majeure from fulfilling its obligations under the agreement be considered in breach of them.

16.2 "Force majeure" means any situation or event that:

- prevents either party from fulfilling their obligations under the agreement,
- was unforeseeable, exceptional situation and beyond the parties' control,
- was not due to error or negligence on their part (or on the part of other participating entities involved in the action) and
- proves to be inevitable in spite of exercising all due diligence.

16.3 Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

16.4 The parties must immediately take all necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible.

17. Law applicable and competent court

17.1. The agreement is governed by German law.

17.2. The competent court determined in accordance with the applicable national law will 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.

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:

Bank Account and Tax Number

Bank account information for the payment of the financial support:

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

Name of the bank: _____

IBAN: _____ BIC: _____

Only German citizens:

Tax number / Tax ID: _____

Responsible tax office: _____

SIGNATURES

Participant: **Student Name**

Place, Date

Signature

Office for Erasmus traineeships Saxony-Anhalt
Angela Wittkamp, Head

Magdeburg, den

Signature