

**Erasmus+ International  
Mobility with Partner countries (KA107)  
GRANT AGREEMENT STUDENTS SMS INC/OUT**

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**KA107 Call:** 2017-1-DE01-KA107-003426

**HUMBOLDT-UNIVERSITÄT ZU BERLIN**, Erasmus Code **D Berlin13**, situated at **Unter den Linden 6, 10099 Berlin, Germany**, represented for the purposes of signature of this agreement by **Mr. Matthias PARSKE**, Erasmus+ International Institutional Coordinator, called hereinafter **„the institution“** or **„HU“**, of the one part,

and the **Student** called hereafter **“the participant”** of the other part:

<b>Participant First Name</b>		<b>Participant Last Name</b>	
<b>Participant E-mail</b>		<b>Participant Gender</b>	Male    Female    Undefined
<b>Date of birth (dd/mm/yyyy)</b>		<b>Nationality</b>	
<b>Passport No.</b>		<b>Valid until</b>	
<b>Home address</b>		<b>Host address</b>	
<b>Home University</b>		<b>Host University</b>	
<b>Home Faculty</b>		<b>Host Faculty</b>	
<b>Subject</b>		<b>Number of completed higher education study years</b>	
<b>Mobility Type</b>	Undergraduate    Master	Doctorate/PhD	<b>Academic Year</b> 20____/20____
<b>Language at the Host University:</b>		<b>Participant Language Level:</b>	A1    A2 B1    B2 C1    C2 or Native Speaker
<b>Previous participation in Erasmus, Erasmus+ or Erasmus Mundus at the same mobility type (BA/MA/PhD) in months</b>			
<b>financial support other than Erasmus+ <i>If yes specify (type, duration and amount of support)</i></b>		No    Yes:	<b>EU funding Non-EU funding</b>

**Bank account of the participant:**

<b>Bank Account holder</b>		<b>Address in Berlin</b>	
<b>IBAN</b>		<b>BIC</b>	
<b>Bank name</b>			

**HU and the participant** have agreed the Special Conditions and Annexes 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          Arrival and Departure Confirmation Statement
- Annex IV          Erasmus+ Student Charter

The terms set out in the Special Conditions shall take precedence over those set out in annexes.

## SPECIAL CONDITIONS

### ARTICLE - FINANCIAL SUPPORT TABLE (FST)

The Participant shall receive:

- Financial support from ERASMUS+
- Zero Grant within ERASMUS+
- Financial support ERASMUS+ in combination with Zero-Grant-period

<b>The mobility period shall start on (dd/mm/yyyy)</b> (3)		<b>The mobility period shall end on (dd/mm/yyyy)</b> (4)	
<b>Number of full months</b> (6)		<b>Number of additional days</b> (6)	
<b>Mobility flow / scholarship rate per month</b> (8)	HU Incoming / 800 EUR HU Outgoing / 650 EUR	<b>Scholarship in total</b> (number of months/days x scholarship rate) (9)	
<b>City Home University</b>		<b>City Host University</b>	
<b>Distance between City Home University and City Host University in Km</b> (please check with the EACEA Distance Calculator: <a href="http://ec.europa.eu/programmes/erasmus-plus/resources_en#tab-1-4">http://ec.europa.eu/programmes/erasmus-plus/resources_en#tab-1-4</a> )		<b>Travel Support</b> (10)	
<b>Σ Erasmus+ financial support (Grant in total)</b>			
<b>Request for insurance (paid by HU directly to the health insurance company)</b> Did you submit the request form?	Yes  No	<b>Request for purchase of flight tickets (paid by HU directly to the travel agency)</b> Did you submit the request form?	Yes  No

(indicative, see Special Conditions Article 3)

**Number of Zero-days**

**Any other funding**

### ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

- 1.1 The institution shall provide support to the participant for undertaking a mobility activity for studies under the Erasmus+ Programme, subject to the conclusion of a Learning agreement (Annex I) with the aim to achieve 30 ECTS credits per semester and documentary evidence of the achieved results including ECTS by the completed Learning agreement, duly signed by the home and host institution.
- 1.2 The participant accepts the individual and travel support as specified in the Financial Support Table and outlined in article 3 and undertakes to carry out the mobility activity for studies as described in Annex I.
- 1.3. Amendments to the agreement, including to the start and end dates of the mobility period, 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 minimum duration of the mobility period is 3 months or 1 academic term or trimester. The total duration of the mobility period shall not exceed 12 months, including any zero-grant period, which shall only be used exceptionally.
- 2.3 The mobility period shall start and end as outlined in the Financial Support Table FST (3) (4).  
The start date of the mobility period shall be the first day that the participant needs to be present at the receiving organisation. The end date of the mobility period shall be the last day the participant needs to be present at the receiving organisation. The participant may arrive before or leave after the agreed mobility period FST (3) (4) but must inform HU and the host on deviating arrival or departure dates in writing. No financial support will be paid for this additional period of stay abroad. The participant is responsible to include the additional period of stay in the insurance coverage and in the duration of the visa/residence permit.

- 2.4 The participant shall receive financial support from Erasmus+ EU funds for the mobility period specified in FST (6) The number of mobility months shall be equal to the duration of the mobility period; for zero-grant participants or zero grant periods, the number of months and days should be 0
- 2.5 Demands to the institution to extend the mobility period should be introduced at least one month before the end of the originally planned mobility period. Such extensions will be counted as Zero Grant periods and will not receive additional funding from Erasmus+.
- 2.6 The Transcript of Records and the Arrival and Departure Statement (Annex III) shall provide the confirmed start and end dates of the mobility period. Only the mobility period certified in the Arrival and Departure Statement by signature of the host university will be financially supported. In case of stays longer than identified in FST (6) only the originally indicated duration will be financially supported. If the certified mobility duration is shorter than agreed, the individual support will be reduced accordingly.

#### ARTICLE 3 – FINANCIAL SUPPORT

- 3.1 The individual support grant from Erasmus+ EU funds for the mobility period is specified in FST (6,8,9). The final amount of Erasmus+ EU funds for the mobility period shall be determined by multiplying the number of months of the mobility covered by Erasmus+ EU funds specified in FST(6) and article 2.4 with the rate applicable per month, namely 800 € for incomings from Partner countries to HU/Germany and 650 € for HU students outgoing to Partner country universities. In the case of incomplete months, the financial individual support grant from Erasmus+ EU funds is calculated by multiplying the number of days in the incomplete month with 1/30 of the unit cost per month.
- 3.2 In addition, the participant shall receive a contribution for travel as specified in FST (10) calculated with the EU Travel calculator based on the distance between home and host university.  
On request by the participant, the institution will provide the participant with travel support in the form of direct provision of the required travel support services if the purchase by the participant is a financial hardship to him. In such case, the institution will ensure that the provision of services will meet the necessary quality and safety standards. A financial hardship might be assumed if the distance between the home and host university is more than 3000 km with the related high costs of the ticket.
- 3.3 The reimbursement of costs incurred in connection with special needs, when applicable, shall be based on the supporting documents provided by the participant.
- 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 his/her studies 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 carry out the mobility activity in compliance with the terms of the agreement. If the participant terminates the agreement before it ends, he/she shall have to refund the amount of the grant already paid, except if agreed differently with the institution. This applies in particular in all cases the minimum duration of 3 months is not respected. Reimbursement may also be requested or the retention be withhold if the participant is unable to present a sound record of studies at the host including the related ECTS. 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 the amount of the grant corresponding to the actual duration of the mobility period as defined in article 2.3. Any remaining funds shall have to be refunded, except if agreed differently with the institution. Such cases shall be reported by the institution and accepted by the National Agency.

#### ARTICLE 4 – PAYMENT ARRANGEMENTS

- 4.1 The participant shall receive individual and travel support in a timely manner.  
  
A pre-financing payment shall be made to the participant upon signature of the grant agreement by both parties and no later than:
  - 10 days after receipt of the arrival confirmation by the host institution confirming the arrival of the participant and the start date of the mobility period. The arrival confirmation may be issued by the local Erasmus+coordinator of the host university
  - for mobilities of 3 or 4 months representing 70% of the financial individual support from Erasmus+EU funds specified in FST (9) and Article 3,
  - for mobilities of 5 to 12 months representing two monthly individual grants, with a monthly payment of the following monthly rates for individual support, subject to the compliance with the rules on the commencement of studies and reporting.
  - After the completion of the first semester on exchange the payment of the monthly instalment will be linked to the receipt of the participant´s progress report by HU. Participants shall provide a progress report after completion of the first semester.
  - At the completion of the mobility period the participant shall report to the institution and via the online survey to the EU and submit the complete Learning Agreement as well as the Transcript of Records (if available). Upon completion of the reporting and submission of the documents required the last payment of the outstanding balance/the last monthly payment rate will be made. In case the participant does not provide the supporting documents in time, according to the institution's timeline, a later payment of the pre-financing can be exceptionally made
- 4.2 The submission of the online EU survey shall be considered as the participant's request for payment of the outstanding balance/the last monthly payment rate. The institution shall pay the remaining amount within 20 calendar days of the submission of the online EU survey and the corresponding report documents, or issue a recovery order in case a reimbursement is due.

## ARTICLE 5 – INSURANCE

- 5.1 The participant must have adequate health and accident insurance coverage in relation to illness, accident, death, permanent disability and third party liability. The cover must take effect by the time the participant starts the journey to participate in the programme and last for periods of at least 4 weeks. The participant is free to choose an internationally acknowledged insurance company offering the requested insurance coverage. By submitting the Insurance Declaration and the related Insurance Police the participant gives evidence of appropriate coverage.
- 5.2 Participants may join the group insurance contract of HU with Dr Walter GmbH//Insurance Brokers offering Foreign Health Insurance, Accident-, Private liability and Return Transport Insurance. On the participant's request, HU concludes for and on account and costs of the participant after signature of the Grant Agreement an insurance contract and provides the insurance certificate to facilitate the visa application. The insurance costs advanced by HU will be deducted from the participant's individual support grant. The insurance fee for the HU group contract is 0,90 € per person and day. For details on the Protrip Pro insurance contact T +49 2247 9194 – 734, F +49 2247 9194 – 20, email: reichstein@dr-walter.com, www.dr-walter.com, www.reiseversicherung.com

## ARTICLE 6 – EU SURVEY AND REPORTING

- 6.1. The participant shall receive an invitation to complete the online EU Survey 30 calendar days before the end of the mobility period. The participant shall complete and submit the survey within 10 calendar days upon receipt of the invitation. Participants who fail to complete and submit the online EU Survey may be required to partially or fully reimburse the financial support received.
- 6.2 A complementary online survey will be sent to the participant, after the end of the mobility, allowing for full reporting on recognition issues.
- 6.3. The Participant shall provide to HU the duly completed and signed Learning Agreement indicating attended courses, learning outcome and related ECTS, the Transcript of Records (if available) as well as the Arrival and Departure Certificate outlining the duration and success of studies. HU may request periodic and a final report in addition to the EU Survey.

## ARTICLE 7 – LAW APPLICABLE AND COMPETENT COURT

- 7.1 The Agreement is governed by German law.
- 7.2 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		
<b>The Participant</b>		
<p>I take note that only the mobility duration certified in the Arrival and Departure Confirmation Statement (Annex) will be financially supported. The certified study duration might be shorter than the study duration specified in this Grant agreement. In this case the financial support will be reduced accordingly.</p> <p>In case the real mobility period exceeds the duration specified herein, the balance will be counted as ZERO Grant without financial support. I confirm that I will request such an extension in due time at least one month before the end of the agreed mobility period.</p> <p>I hereby confirm that I am fully responsible for my insurance coverage according article 5 hereof and that I will take care for the maintenance of insurance and prolongation if needed because of the extension of my mobility.</p> <p>With my signature I confirm the publication of my Alumni-report of the website of HU at <a href="http://www.hu-berlin.de">www.hu-berlin.de</a> as well as by my home university.</p>		
Berlin, _____	_____	_____
Date	First Name, Last Name	Signature
<b>Humboldt-Universität zu Berlin   ERASMUS+ International Institutional coordinator</b>		
<b>Matthias Parske</b>		
Berlin, _____	_____	_____
Date	Signature	Stamp

## Annex I

[Key Action 1 – HIGHER EDUCATION]

### Learning Agreement for Erasmus+ mobility for studies

## **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 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 institution.

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 45/2001 and Regulation (EU) 2016/679 (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 beneficiary 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 beneficiary institution and/or the National Agency. The participant may lodge a complaint against the processing of his personal data with regard to the use of these data by the beneficiary institution, the National Agency, or 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 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.