**GRANT AGREEMENT MODEL FOR ESTONIAN CO-FINANCING FOR ERASMUS+ STUDIES AND/OR TRAINEESHIPS WITHIN PROGRAMME COUNTRIES**

[This template can be adapted by the sending HEI, but the content of the template are minimum requirements. Yellow code: directions for HEIs that should be deleted; blue code: HEI to select or edit as applicable]

Field: Higher Education

Academic year: 20../20..

[Full official name of the sending organisation]

Erasmus code:

Address: [official address in full]

Called hereafter "the organisation", represented for the purposes of signature of this agreement by [first and last name(s) and function], on the one part, and

[Student name and forename]

Date of birth:

Address: [official address in full]

Phone:

E-mail:

Condition for participation: the participant has been granted a **national co-financing** grant from Estonian Ministry of Education and Science for Erasmus+ mobility activity (in the contract “Estonian co-financing”)

Bank account where the financial support should be paid:

Bank account holder (if different than student):

Bank name:

Clearing/BIC/SWIFT number: Account/IBAN number:

Called hereafter “the participant”, of the other part,

Have agreed to the Special Conditions and Annexes below which form an integral part of this agreement ("the agreement"):

Annex I [Institution to select: Learning Agreement for Erasmus+ mobility for studies/ Learning Agreement for Erasmus+ mobility for traineeships/Learning Agreement for Erasmus+ mobility for studies and 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.

[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, depending on the national legislation or institutional regulations.]

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

1.1 The institution shall provide Estonian co-financing support to the participant for undertaking a mobility activity under the Erasmus+ Programme.

1.2 The participant accepts the support specified in article 3 and undertakes to carry out the mobility activity as described in Annex I.

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.

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 mobility period shall start on [date] and end on [date]. 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 period abroad shall be the last day the participant needs to be present at the receiving organisation.

2.3 The participant shall receive the Estonian co-financing support for [XX] days.

2.4 The total duration of the physical mobility period shall not exceed 12 months, including any zero-grant period.

2.5 The participant may submit a request concerning the extension of the mobility period within the limit set out in article 2.4. If the organisation agrees to extend the duration of the mobility period, the agreement shall be amended accordingly.

2.6 The Transcript of Records or Traineeship Certificate (or statement attached to these documents) shall provide the confirmed start and end dates of duration of the mobility period.

ARTICLE 3 – FINANCIAL SUPPORT

3.1 The Estonian co-financing support for the mobility period is EUR 118.

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

3.3 Notwithstanding article 3.2, the Estonian co-financing 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.

3.4 The Estonian co-financing 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 it ends, they shall have to refund the amount of the grant already paid, except if agreed differently with the sending institution. However, when the participant has been prevented from completing their mobility activities as described in Annex I due to force majeure, they shall be entitled to receive at least the amount of the grant corresponding to the actual duration of the mobility period.

ARTICLE 4 – PAYMENT ARRANGEMENTS

4.1 A pre-financing payment shall be made to the participant no later than (whichever comes first):

* 30 calendar days after the signature of the agreement by both parties
* the start date of the mobility period [optional: or upon receipt of confirmation of arrival by the beneficiary]

representing [between 70% and 100%] of the Estonian co-financing amount specified in Article 3. In case the participant did not provide the supporting documents in time, according to the sending institution's timeline, a later payment of the pre-financing can be exceptionally accepted.

4.2 If the payment under article 4.1 is lower than 100% of the Estonian co-financing support, the submission of the online EU survey shall be considered as the participant's request for payment of the balance of the Estonian co-financing 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.

ARTICLE 5 – INSURANCE

5.1      The organisation shall make sure that the participant has adequate insurance coverage either by providing itself the insurance, or by making an agreement with the receiving organisation for the latter to provide the insurance, or by providing the participant with the relevant information and support to take an insurance on their own. [In case the receiving organisation is identified as the responsible party in art 5.3, a specific document shall be attached to this grant agreement defining the conditions of the insurance provision and including the consent of the receiving organisation.]

5.2      Insurance coverage shall include at minimum a health insurance, [mandatory for traineeships and optional for studies:] a liability insurance and an accident insurance. [Explanation: In the case of intra-EU mobility, the participant’s national health insurance will include a basic coverage during their stay in another EU country through the European Health Insurance Card. However, this coverage may not be sufficient for all situations, for example in case of repatriation or special medical intervention or in case of international mobility. In that case, a complementary private health insurance may be needed. Liability and accident insurances cover damages caused by the participant or to the participant during their stay abroad. Varying regulation of these insurances is in place in different countries and participants run the risk of not being covered by standard schemes, for example if they are not considered to be employees or formally enrolled at their receiving organisation. In addition to the above, insurance against loss or theft of documents, travel tickets and luggage is recommended.]

[It is recommended to also include the following information: [Insurance provider(s), insurance number and insurance policy]

5.3    The responsible party for taking the insurance coverage is: [the organisation OR the participant OR the receiving organisations] [In the case of separate insurances, the responsible parties may be different and will be listed here according to their respective responsibilities].

ARTICLE 6 – ONLINE LINGUISTIC SUPPORT

6.1. The participant may carry out the OLS language assessment in the language of mobility (if available) before the mobility period and make use of the language courses available on the OLS platform.

6.2 [Optional-only if not included in the Learning Agreement] The level of language competence in [main language of instruction/work to be specified] that the participant already has or agrees to acquire by the start of the mobility period is: A1☐ A2☐ B1☐ B2☐ C1☐ C2☐

ARTICLE 7 – FINAL PARTICIPANT REPORT (EU SURVEY)

7.1. The participant shall complete and submit the online EU Survey 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 EU Survey may be required by their institution to partially or fully reimburse the Estonian co-financing 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 sending organisation 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://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>

ARTICLE 9 – LAW APPLICABLE AND COMPETENT COURT

9.1 The Agreement is governed by the national law of Estonia.

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

For the participant For the [organisation]

[name / forename] [name / forename / function]

[signature] [signature]

Done at [place], [date] Done at [place], [date]

**Annex I**

[Key Action 1 – HIGHER EDUCATION EDUCATION Institution to select]

**Learning Agreement for Erasmus+ mobility for studies**

**Learning Agreement for Erasmus+ mobility for studies and for traineeships**

**Learning Agreement for Erasmus+ mobility for traineeships**

**Annex II**

**GENERAL CONDITIONS**

**Article 1: Liability**

Each party of this agreement shall exonerate 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.

The National Agency of Estonia, Estonian Ministry of Education and Science, 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 Estonia, the European Commission, Estonian Ministry of Education and Science 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 their 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 legislation1 (Court of Auditors or European Antifraud Office (OLAF)).

The participant may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. They 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 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 Estonia, Estonian Ministry of Education and Science or by any other outside body authorised by the European Commission or the National Agency of Estonia to check that the mobility period and the provisions of the agreement are being properly implemented.

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 Additional information on the purpose of processing your personal data, what data we collect, who has access to it and how it is protected, can be found at: <https://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>