**FINANCIAL AGREEMENT FOR** “**ERASMUS+**” **STUDIES**

**No. 2018/2019 – LT KAUNAS02 - XX**

KAUNAS UNIVERSITY OF TECHNOLOGY LT KAUNAS02

Address: K.Donelaičio St. 73, LT-44029, Kaunas, Institution code 111950581

Called hereafter "the institution", represented for the purposes of signature of this agreement by Giedrė Šadeikaitė, Head of Department for Internationalisation, acting in accordance with the Rector’s authorization 20/10/2016 No. A-440, of the one part and

Mr/Mrs/Ms student name and surname

Date of birth: Nationality:

Address:

Phone: E-mail:

Sex: M/F Academic year: 2018/2019

Study cycle: First/second/third/one- cycle study programme

Subject area: programme at KTU Code: ISCED

Number of completed higher education study years:

Student with: ☐ a financial support from “Erasmus+” EU funds,

 ☐ other, non-EU, financial support (National / ESF funds),
 ☐ a zero-grant,

 ☐ a financial support from “Erasmus+” EU funds combined with zero-grant[[1]](#footnote-1)

The financial support includes: ☐ special needs support[[2]](#footnote-2)

 ☐ financial support to student with disadvantaged background[[3]](#footnote-3).

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:

I hereby confirm that the account number and bank name are provided in the University‘s Academic Information System. I am taking responsibility for any changes, corrections and/or failure to provide information. I will not have claims against Kaunas University of Technology if the account information in the AIS is incorrect.

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 (signature)

Called hereafter “the participant” of the other part, has 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 Erasmus Student Charter

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

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 under the “Erasmus+” Programme.

1.2 The participant accepts the financial support in the amount specified in article 3.1 and undertakes to carry out the mobility activity for studies as described in Annex I.

1.3. Amendments to the agreement, including 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 XX at the earliest and end on XX at the latest. 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 a financial support from “Erasmus+” EU funds / other than Erasmus+ EU funds for XX months and XX days.

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

2.5 Demands to the institution to extend the period of stay should be introduced at least one month before the end of the mobility period.

2.6 The Transcript of Records and Certificate of Attendance shall provide the confirmed start and end dates of duration of the mobility period.

ARTICLE 3 – FINANCIAL SUPPORT

3.1 The financial support for the mobility period has an amount of EUR XX, corresponding to EUR XX per month and EUR XX per extra days.

3.2 The final amount for the mobility period shall be determined by multiplying the number of days/months of the mobility specified in article 2.3 with the rate applicable per day/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.

3.3 (if applicable) Additional financial support for the special needs within the mobility period is EUR XX. 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 Union 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 as long as he or she carries 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. However, reimbursement shall not be requested when the participant has been prevented from completing his/her mobility activities as described in Annex I due to force majeure. Such cases shall be reported by the sending institution and accepted by NA.

3.7 The final amount of the financial support and the final instalment of the grant are calculated according to the confirmed start and end dates of duration of the mobility.

3.8 If the confirmed mobility duration is shown to be shorter than the one presented in the financial agreement (the difference is more than 5 days), the balance payment is payed after recalculation of the financial support according to the confirmed mobility period. The Participant must repay a part of the financial support to the sending institution for the period not indicated in the certificate of the receiving institution in case the grant received is bigger than the amount calculated according to the confirmed period of mobility.

3.9 If the confirmed duration of the mobility is shown to be longer on the Certificate, an amendment to the agreement can be produced and additional amount of the financial support can be paid, provided the institution has unused funds.

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,

representing 90% of the 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 maximum grant amount, the submission of the on-line EU survey 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.

ARTICLE 5 – INSURANCE

5.1 The participant shall have adequate insurance coverage. It is the responsibility of the participant to ensure that he/she has adequate insurance coverage.

5.2 Participant must have **health insurance coverage**. For EU students, 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 that case, a complementary private insurance might be useful.

5.3 Participants who are out of EU countries must have **private** **health insurance coverage** valid in another EU country.

5.4Insurance must be valid during all his/her study period abroad. The copy of insurance policy must be submitted to Academic Exchange and Networks Office (K. Donelaičio St. 73-105), together with Financial Agreement.

ARTICLE 6 – ONLINE LINGUISTIC SUPPORT

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

6.3 [Optional] 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.

6.4 The payment of the final instalment of the financial support is subject to the completion of the compulsory OLS language assessment at the end of the mobility.

ARTICLE 7 – EU SURVEY

7.1. The participant shall complete and submit the on-line 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 on-line EU Survey may be required by their institution to partially or fully reimburse the financial support received.

7.2 A complementary on-line survey may be sent to the participant allowing for full reporting on recognition issues.

ARTICLE 8 – LAW APPLICABLE AND COMPETENT COURT

8.1 The Agreement is governed by Law of the Republic of Lithuania.

8.2 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.

⌧ By signing this agreement, the participant confirms that his/her total duration of the mobility period, including previous participation in the Lifelong Learning Programme Erasmus sub-programme, shall not exceed 12 months for a study cycle.

SIGNATURES

For the participant For the institution

name, surname Giedrė Šadeikaitė

Head of Department for Internationalisation

Done at Kaunas, date Done at Kaunas, date

 Person responsible for the Agreement Exchange Programmes Manager

 Saulė Zadlauskienė

 Done at Kaunas, 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.

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 the amount of the grant corresponding to the actual duration of the mobility period as defined in article 2.2. 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 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 with the [national supervising body for data protection] with regard to the use of these data by the sending 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 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. This option may only be applied in exceptional cases according to the Grant Agreement ANNEX III – FINANCIAL AND CONTRACTUAL RULES. [↑](#footnote-ref-1)
2. An additional grant for a mobility participant with special needs is allocated by Education Exchanges Support Foundation. [↑](#footnote-ref-2)
3. This option may only be applied in cases foreseen by the Grant Agreement ANNEX III – FINANCIAL AND CONTRACTUAL RULES. [↑](#footnote-ref-3)