**GRANT AGREEMENT FOR ERASMUS+ TRAINEESHIP IN THE PROGRAMME COUNTRIES**

/…/2022

**No 2021/2022 – LT KAUNAS02-**

Kaunas

Kaunas University of Technology (called hereafter *the Sending institution*), address K. Donelaičio g. 73, LT-44029, Kaunas, institution code 111950581, represented for the purposes of signature of this agreement by Director of International Relations Department, acting in accordance with the Rector’s authorization (No. A-3, 08 of January, 2018), of the one behalf and

Mr/Mrs/Ms Student’s name and forename:

Date of birth: Nationality:

Address:

Phone: E-mail:

Sex: Academic year: 2021/2022

Study cycle:

Subject area: Code:

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-2)

The financial support includes:  special needs support[[2]](#footnote-3)

financial support to student with disadvantaged background[[3]](#footnote-4)

|  |
| --- |
| 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 (AIS).  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.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature) |

Called hereafter *the Participant* of the other behalf, have agreed upon the Special as well as General Conditions and Annexes below which form an integral part of this agreement (*the Agreement*):

Annex I Learning Agreement for Erasmus+ Mobility for Traineeships

Annex II 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. The Sending institution shall provide a financial support to the Participant for undertaking

a mobility activity for traineeships under the Erasmus+ Programme. By signing this agreement the Participant ensures that his / her total duration of the mobility (physical presence in a foreign country) period, including previous participation in the Lifelong Learning Programme Erasmus sub-programme, shall not exceed 12 months for a study cycle, including any zero grant period. In case of a false information presented by the Participant, the Sending institution may have to ask for a partial or full reimbursement of the received financial support by the Participant and to suspend his / her mobility.

1.2 The Participant accepts the financial support in the amount specified in article 3 and undertakes to carry out the mobility activity for traineeships 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 it.

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 mobility period abroad shall be the last day the Participant is 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 A 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, including any zero grant period.

2.5 Demands to the Sending institution to extend the period of stay shall be introduced at least one month before the end of the originally planned mobility period.

2.6 The 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 financial support for the mobility period is a sum of XX EUR, corresponding to XX EUR per month and XX EUR per extra days.

3.2 The amount for the mobility period shall be determined by multiplying the number of months of the mobility specified in article 2.3 with the rate applicable per 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 XX EUR. 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 the 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 its traineeship 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 comply 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 Sending institution. 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 2.2. Any remaining funds shall have to be refunded, except if agreed differently with the Sending institution. Such cases shall be reported by the Sending institution and accepted by the Education Exchanges Support Foundation in Lithuania.

3.7 The final financial grant for the mobility is set according to the real duration of the mobility (in months and additional calendar days), after the Participant presents the documents, proving the beginning and end dates of the mobility.

3.8 If the set mobility duration is shorter the one presented in the agreement (the difference is up to 5 days), the balance payment is payed after recalculation of the financial support (according to the set 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 a part of the grant is bigger than the sum calculated according to the set period of mobility.

3.9 In case the set mobility period is longer that the one shown in the grant agreement, the Sending institution may agree to modify a grant agreement so that it covers the extended duration of the period abroad, upon condition, that the Sending institution has the available budget for the mobility activities and could grant the Participant for the additional days.

3.10 The Participant, who stayed less than a minimum period (60 days) in the receiving organization must repay all financial support to the Sending institution.

ARTICLE 4 – PAYMENT ARRANGEMENTS

4.1 A pre-financing payment, representing 90% (80% in case of graduate traineeship) of the amount specified in Article 3 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 or upon receipt of confirmation of arrival by the beneficiary (in case of graduate traineeship).

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 financial support, the submission of the online 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. The Participant is responsible for the mandatory insurances, prescribed in articles 5.2–5.4 of the Agreement.

5.2 A 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 may not be sufficient, especially in case of *repatriation* and specific *medical intervention*. In that case, a complementary private insurance is highly recommended.

In case the traineeship is not in the EU country, a private health insurance is obligatory.

The participants who are not out of the EU country, must have a **private** **health insurance coverage** valid in another EU country.

5.3 The participant must have a valid **liability insurance coverage** (covering damages caused by the student at the workplace) for all period of traineeship, in case it is not provided by the receiving institution. The participant’s liability insurance must cover the damages, which he / she may cause during his / her traineeship period abroad.

5.4 The participant must have a valid **accident insurance coverage** related to the student's tasks (covering at least damages caused to the student at the workplace) for all period of the traineeship.

5.5 Allinsurances prescribed in articles 5.2–5.4 must be valid during the whole participant’s traineeship period abroad. The copies of the mandatory insurance policy must be submitted to the Academic Exchange Office before signing this Financial Agreement.

5.6 By signing this agreement the participant guarantees that all the above mentioned insurances are valid.

ARTICLE 6 – ONLINE LINGUISTIC SUPPORT

6.1. The participant must carry out language assessment via the *Online Linguistic Support* (OLS) tool) 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.

6.2 The level of language competence in English that the student already has or agrees to acquire by the start of the mobility period is B2.

6.3 [*Only applicable to participants following an OLS language course*] 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 *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 asked by their Sending institution for a partial or full reimbursement of the received financial support.

7.2 A complementary online 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 the 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 Sending institution and the Participant concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably. Disputes shall be resolved in the court of the place where the university has its registered office and in accordance with the procedure established by the laws of the Republic of Lithuania.

**GENERAL CONDITIONS**

**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 Education Exchanges Support Foundation in 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 Education Exchanges Support Foundation in Lithuania or the European Commission shall not entertain any request for indemnity of reimbursement accompanying such claim.

**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.

**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 sending institution, the Education Exchanges Support Foundation in Lithuania 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 Education Exchanges Support Foundation in Lithuania. The participant may lodge a complaint against the processing of his personal data with the State Data Protection Inspectorate with regard to the use of these data by the sending institution, the Education Exchanges Support Foundation in Lithuania, or to the European Data Protection Supervisor with regard to the use of the data by the European Commission.

**Checks and Audits**

The parties of the agreement undertake to provide any detailed information requested by the European Commission, the Education Exchanges Support Foundation in Lithuania or by any other outside body authorised by the European Commission or the Education Exchanges Support Foundation in Lithuania to check that the mobility period and the provisions of the agreement are being properly implemented.

SIGNATURES

|  |  |
| --- | --- |
| **For the Participant**  Student’s name and forename:  [signature] | **For Kaunas University of Technology**  Dr. Giedrė Šadeikaitė,  Director of International Relations Department  [signature]  **Person responsible for the implementation of the Agreement**  Rūta Jankauskienė,  Exchange Programmes Manager  [signature] |

1. This option may only be applied in exceptional cases according to the Education Exchanges Support Foundation – Beneficiary Grant Agreement ANNEX III – Financial and Contractual Rules. [↑](#footnote-ref-2)
2. An additional grant for a mobility participant with special needs is allocated by Education Exchanges Support Foundation. [↑](#footnote-ref-3)
3. This option may only be applied in cases according to the Education Exchanges Support Foundation – Beneficiary Grant Agreement ANNEX III – Financial and Contractual Rules. [↑](#footnote-ref-4)