

Grant Agreement for Erasmus+- Mobility Participants - Higher Education

Agreement – Erasmus+ - Mobility of Individuals

Field: Higher Education
Academic year: 2025-2027

PREAMBLE

This **Agreement** („the Agreement“) is **between** the following parties:
On the one part,
the **Organisation** („the Organisation“):

Trier University of Applied Sciences (D TRIER02), International Office

Address: Hochschule Trier
Schneidershof
54293 Trier, Germany
Email: international@hochschule-trier.de

represented for the purposes of signature of this agreement by

Christoph **LEX** (Erasmus Higher Education Coordinator),
Daniela **HAUBRICH** (Erasmus Coordinator, Environmental Campus Birkenfeld),
Berndt **WERNER** (Erasmus Coordinator, Design Campus)
or their representative

Note: Please complete this page legibly by hand or on a computer.

and on the other part, the **participant** („the Participant“):

Participant	First name, FAMILY NAME:	
	Residence address:	
	Date of birth:	
	Nationality	
	Phone:	
	E-Mail:	

previous funding of an ERASMUS mobility at the same level of study:

☐ no / ☐ yes, for a total duration of _____ days

chosen Erasmus Partner University:

Mobility	University, Country:	
	Main means of transport: <small>(the mode of transport you use for the majority of your outbound and return journey)</small>	<input type="checkbox"/> Train / <input type="checkbox"/> Bus / <input type="checkbox"/> Bicycle / <input type="checkbox"/> Carpool / <input type="checkbox"/> Car / <input type="checkbox"/> Motorcycle / <input type="checkbox"/> Airplane / <input type="checkbox"/> Ship / <input type="checkbox"/> Other: _____ <small>(Check only ONE means of transport!)</small>

Bank account, where the financial support (Payment reference: ERASMUS scholarship) should be paid:

Bank details	Bank account holder:	
	Bank name:	
	Clearing/BIC/SWIFT number:	
	Account/IBAN number:	

The parties referred to above have agreed to enter into this Agreement.

The Agreement is composed of:

- Terms and Conditions
- Annex 1:
 - ☐ Erasmus+ learning agreement for student mobility for studies¹
 - ☐ Erasmus+ mobility agreement for staff mobility for teaching¹
 - ☐ Erasmus+ mobility agreement for staff mobility for training¹
- Annex 2: Erasmus Student Charter [for a student mobility for study purposes]

To be completed by the higher education institution:	
International Office	Project-Code:
	Erasmus+ mobility ID number:
	<p>Total amount includes:</p> <p><input type="checkbox"/> Base amount for individual support for long-term physical mobility</p> <p><input type="checkbox"/> Base amount for individual support for short-term physical mobility</p> <p><input type="checkbox"/> Top-up amount for students and recent graduates with fewer opportunities on long-term mobility</p> <p><input type="checkbox"/> Top-up amount for students and recent graduates with fewer opportunities on short-term mobility</p> <p><input type="checkbox"/> Travel support (<i>green travel or non-green travel</i>)</p> <p><input type="checkbox"/> Travel days (additional individual support days): _____ day(s) for arrival, _____ day(s) for departure</p> <p><input type="checkbox"/> Exceptional cost for expensive travel (<i>based on real costs</i>) [not applicable to KA171 mobility]</p> <p><input type="checkbox"/> Inclusion support (<i>based on real costs</i>)</p> <p>The participant receives:</p> <p><input type="checkbox"/> a financial support from Erasmus+ EU funds</p> <p><input type="checkbox"/> a zero-grant</p> <p><input type="checkbox"/> a partial financial support from Erasmus+ EU funds for part of the physical duration [not applicable to KA171 mobility]</p>

¹ It is not compulsory to circulate documents with original signatures for Annex 1 of this agreement: scanned copies of signatures and electronic signatures may be accepted, depending on the national legislation or institutional regulations. [Option for KA131 student mobility for studies: Learning agreements are exchanged and approved digitally within the Erasmus Without Paper Network.]

Terms and Conditions

Article 1 - Subject of the Agreement

- 1.1 This agreement sets out the rights and obligations and terms and conditions applicable to the support awarded to carry out a mobility activity under the Erasmus+ Programme.
- 1.2 The organisation will provide support to the participant for undertaking a mobility activity.
- 1.3 The participant accepts the support or the provision of services as specified in Article 3 and undertakes to carry out the mobility activity as described in Annex 1.
- 1.4 Amendments to this grant agreement will be requested and agreed by both parties through a formal notification by letter or by electronic message.

Article 2 - Duration of Mobility *(to be completed by the higher education institution):*

- 2.1 The mobility period will start on _____ and end on _____.
- 2.2 The period covered by the agreement includes:
 - ☐ a physical mobility period from _____ to _____, equal to _____ days
 - ☐ _____ funded travel days
 - ☐ a virtual component from _____ to _____.
- 2.3 The transcript / certificate of participation *(or a statement attached to these documents)* shall provide the confirmed start and end dates of duration of the mobility period, including the virtual component.

Article 3 - Financial and other 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 _____ days.
- 3.3 The participant may submit a request concerning the extension of the physical mobility period up to the maximum activity duration set out in the Erasmus+ Programme Guide [2024 version] of 360 days. If the organisation agrees to extend the duration of the mobility period, the agreement will be amended accordingly.
- 3.4 ☒ The organisation will provide the participant the total financial support for the mobility period.
 - ☐ The organisation will provide the participant with the required support in the form of direct provision of the needed support services. The organisation shall ensure that the provision of services will meet the necessary quality and safety standards.
 - ☐ The organisation will provide the participant with the required support in the form of a payment of the following amount _____ EUR and in the form of direct provision of: *[travel/subsistence]*. The organisation shall ensure that the direct provision of services will meet the necessary quality and safety standards.
- 3.5 The financial support provided for
 - ☐ inclusion support
 - ☐ exceptional costs for expensive travel
 - ☐ travel support
 - ☐ top-up for fewer opportunitieswill be based on the supporting documents provided by the participant.

Article 4 - Entitlement to Financial Support

- 4.1 The participant is entitled to financial support based on the Article 3 above if they have actually undertaken the activity during the period set out in Article 2. Where financial support is based on real costs, these must be based on supporting documents such as invoices, receipts, etc.
- 4.2 The financial support may not be used to cover costs for activities already funded by Union funds. It is nonetheless compatible with any other source of funding. This includes a salary that the participant could receive for their traineeship or teaching activities, or for any work outside their mobility activities as long as they carry out the activities foreseen in Annex 1.

- 4.3 The participant may not claim reimbursement for currency exchange losses or bank costs charged by the participant's bank for transfers from the sending organisation.
- 4.4 The participant loses the right to receive funding if fewer than 15 ECTS credits are earned during an exchange program in **Luxembourg**. All financial support received up to that point must be repaid on time in accordance with Article 6.

Article 5 - Payment Arrangements

- 5.1 In the case of an **outgoing** mobility, the payment to the participant will be made at the latest (*whichever comes first*):
- ☐ 30 calendar days after the signature of the agreement by both parties
 - ☐ the start date of the mobility period / [Not applicable for participants receiving the top-up for fewer opportunities or inclusion support:]
 - ☒ upon receipt of confirmation of arrival by the participant

In the case of an **incoming** mobility, the participant will receive individual support and, if applicable, a travel grant in a timely manner after their arrival.

The payment to the participant will be made in **two instalments**:

The **first payment**, covering a maximum of 3×30 days (equivalent to 3 months), will be issued after submission of the "Confirmation of ERASMUS+ Study Period" (or a comparable document) confirming the first day the participant is required to be present at the receiving institution.

This first payment will be made to the participant and represents a percentage of the amount specified in Article 3.

If the participant does not submit the required documents in accordance with the funding institution's timeline, a later payment may be made in exceptional, justified cases.

The **second payment** will only be made once all documents and information requested by the institution have been received.

- 5.2 The submission of the "Confirmation of ERASMUS+ Study Period" (or a comparable document) confirming the last day the participant was required to be present at the receiving institution, along with the submission of the participant report (EU Survey), shall be considered the participant's request for payment of the remaining financial support.

The higher education institution has 45 calendar days to make the final payment or to issue a request for repayment if repayment is due. If the documents and information requested by the institution are not submitted within 30 days after the end of the mobility period, the request for payment of the remaining amount shall be considered as not submitted, and the initial payment must be repaid on time in accordance with Article 6.

Article 6 - Return of Financial Support by Participant

If the participant does not comply with the terms of the agreement or terminates the agreement prematurely for reasons other than those stated in Article 13.1, they must repay the grant already received within 30 days of receiving the request for repayment, unless otherwise agreed with the sending higher education institution. Any such agreement must be reported by the sending institution and requires the approval of the National Agency..

Article 7 - Insurance

- 7.1 The participant shall ensure that they have adequate insurance coverage.
- 7.2 The insurance coverage must include, at a minimum, health insurance as well as liability and accident insurance.
- 7.3 The party responsible for obtaining the insurance is: the participant.

Article 8 - Language Level and Online Language Support (OLS)

- 8.1 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.

Article 9 - Participant Report

- 9.1 The participant shall complete and submit the participant report on their mobility experience (*via the online EU Survey tool*) within 30 calendar days upon receipt of the invitation to complete it. Participants who fail to complete and submit the online participant report may be required by their organisation to partially or fully reimburse the financial support received.
- 9.2 A complementary online survey may be sent to the participant allowing for full reporting on recognition issues.

Article 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.
- 10.2 The parties 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 a participant breaches any of its obligations under this Article, the financial support may be reduced or not be paid.

Article 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 2018/1725² 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 organisation, 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 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 organisation 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 12 - Agreement Suspension

- 12.1 The agreement may be suspended by initiative of the participant or of the organisation 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 higher education 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 its award (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethics 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 organisation.
- 12.6 Suspension does not affect the organisation's right to terminate the agreement (*see Article 13*).

Article 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 such termination, the participant will be entitled to receive at least the amount of the financial support corresponding to the actual duration of the activity period. The participant will have to return any remaining funds.
- 13.3 In the event of serious breach of obligations or if either party has committed irregularities, fraud, corruption, or is involved in a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking the other party may terminate the agreement through a formal notification.
- 13.4 The organisation 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 as “termination date”.
- 13.6 The participant may not claim damages due to termination by the organisation.

Article 14 - Checks and Audits

- 14.1 The parties of the agreement undertake to provide any detailed information requested by the European Commission, the National Agency of Germany or by any other outside body authorised by the European Commission or the National Agency of Germany 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.

Article 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, 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 or the European Commission will not entertain any request for indemnity of reimbursement accompanying such claim.

Article 16 - Force Majeure

- 16.1 A party prevented by force majeure from fulfilling its obligations under the agreement cannot 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 the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible.

Article 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 organisation and the participant concerning the interpretation, application or validity of this agreement, if such dispute cannot be settled amicably.

Article 18 - Entry into Force

The agreement will enter into force on the day of signature by the organisation or the participant, depending on which is later.

Signatures

For the Participant:

Name: _____



Signature

Trier, date: _____

For the Organisation:

on behalf _____

Signature

Trier, date: _____

Annex 1

Key Action 1 - HIGHER EDUCATION - Hochschule Trier

- ☐ Erasmus+ learning agreement for student mobility for studies
- ☐ Erasmus+ learning agreement for student mobility for traineeships
- ☐ Erasmus+ mobility agreement for staff mobility for teaching
- ☐ Erasmus+ mobility agreement for staff mobility for training