

GRANT AGREEMENT



Erasmus+



Key Action 1 – HIGHER EDUCATION

Københavns Erhvervsakademi/ Copenhagen School of Design and Technology
DK KOBENHA58

Guldbergsgade 29N
2200 Copenhagen, Denmark

called hereafter "the institution", represented for the purposes of signature of this agreement by the International Coordinator, , and

Date of Birth:

Nationality:

E-mail- private:

Sex:

Academic year: 2018/2019

Study cycle:

Subject area:

Code:

Number of completed higher education study years:

Student with:

- a financial support from EU funds
- a zero-grant from EU funds
- a financial support from EU funds combined with zero-grant from EU funds days The financial support includes: Special needs support

Bank account or CPR-Number where the financial support should be paid:

CPR:

hereafter called "the participant" of the other part, have agreed the Special Conditions and Annexes below, which form an integral part of this agreement ("the agreement"):

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Annex I Learning Agreement for Erasmus+ mobility for studies

Annex II General Conditions

Annex III Erasmus Student Charter

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 (the Learning Agreement).
- 1.3 Amendments to the agreement 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 _____ at the earliest and end on _____ 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 EU funds for **months and days**.
- 2.4 The 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.
- 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 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

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- 3.1 The financial support for the mobility period has an amount of EUR _____, corresponding to EUR _____ per 30 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.

ARTICLE 4 - PAYMENT ARRANGEMENTS

- 4.1 Within 60 calendar days following the signature of the agreement by both parties, and no later than the start date of the mobility period or upon receipt of confirmation of arrival, a pre-financing payment shall be made to the participant representing 100% of the amount specified in Article 3. In case the participant did not provide the supporting documents in time, according to the sending institution 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.
- 5.2 For studies Acknowledgement that **health insurance coverage** has been organised shall be included in this agreement.
- Usually 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. It is the responsibility of the sending institution of the student to ensure that the participant is aware of health insurance issues.*

ARTICLE 6 - ONLINE LINGUISTIC SUPPORT

- 6.1. The participant shall carry out an online assessment of linguistic competences before and at the end of the mobility period if the main language of instruction or work is English, French, German, Italian, or Spanish or whenever agreed with the sending institution, with the exception of native speakers. The participant shall immediately inform the institution if he/she is unable to carry out the online assessment.
- 6.2 The participant shall follow the online language course in order to prepare for the mobility period abroad, using the licence. The participant shall immediately inform the institution if he/she is unable to carry out the online course.
- 6.3 The payment of the final instalment of the financial support is subject to the submission of the compulsory online 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 Danish legislation.
- 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.

SIGNATURES

For the participant

For the Copenhagen School of Design and
Technology
International Coordinator

(date)

(date)

(name)

(name)

(signature)

(signature)

Annex I

[Key Action 1 - HIGHER EDUCATION]

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 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 Denmark, 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 Denmark 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 Denmark or by any other outside body authorised by the European Commission or the National Agency of Denmark to check that the mobility period and the provisions of the agreement are being properly implemented.