

Grant Agreement 2018/2019
Agreement for Erasmus+ Higher Education: Studies¹

Johann Wolfgang Goethe University, Frankfurt - D FRANKFU01

Address: International Office, Theodor-W.-Adorno-Platz 6, 60323 Frankfurt/Main

Called hereafter "the institution", represented for the purposes of signature of this agreement by Ms. Brucker, Uta (ERASMUS Institutional Coordinator), und

Herr Aamerican, Johnny

Date of birth: 01.01.1992
Northern Ireland

Address: Adornoplatz 6, 60323 Frankfurt

Phone: 123245546245

Gender: Male

Study cycle: Second cycle / Postgraduate / Master

Subject area: International Economics and Economic Policy

Number of completed higher education study years: 4,00

Nationality: United Kingdom of Great Britain and

E-mail: johnnyXYZ@aamerican.de

Academic year: 2018/2019

Code: 0410

Host institution: CHARLES UNIVERSITY (UNIVERZITA KARLOVA)

ERASMUS Code: CZ PRAHA07

Student with:

a financial support from Erasmus+ EU funds

a zero-grant²

a financial support from Erasmus+ EU funds combined with zero-grant³

The financial support includes:

financial support to student with disadvantaged background

special needs support

Bank account where the financial support should be paid:

Bank account holder (if different than student): Johnny English

Bank name: Important Bank

Clearing/BIC/SWIFT number: CMCIDEDDXXX Account no./IBAN:

123456789012/DE67300209001902720799

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"):⁴

[Key Action 1 – HIGHER EDUCATION]

Annex I *Learning Agreement for ERASMUS+ mobility for studies (download in participant's account)*

Annex II *General Conditions (see end of document)*

Annex III *Erasmus Student Charter (participant's account)*

¹ Additional regulations and remarks of Goethe University are written in dark blue print and are binding parts of this agreement.

² No financial grant, pure academic support of the mobility in the ERASMUS+ Programme

³ Even if adequate funds are available, zero grant periods cannot be funded due to current ERASMUS+ regulations.

⁴ The following annexes are made available as downloads in the participant's account and are an integral and binding part of this agreement, which are accepted as such by the participant's signature on this agreement.

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 shall provide support to the participant for undertaking a mobility activity for studies under the Erasmus+ Programme.
- 1.2 The participant accepts the support specified in article 3 and undertakes to carry out the mobility activity for studies as described in Annex I (Learning Agreement).
- 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 **01.10.2018** and ends on **15.02.2019**⁵. The start date of the mobility period shall be the first day that the participant needs to be present at the receiving organisation. (For participants attending a language course provided by another organisation than the receiving institution/organisation as a relevant part of the mobility period abroad: The start date of the mobility period shall be the first day of language course attendance outside 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 for a maximum of 4,33 months or 130 days when studying a semester/trimester and for a maximum of 8,66 months or 260 days when studying 2 semesters/3 trimesters. The planned period of studies is **135 days**.
- 2.4 The total duration of the mobility period (including participation in the former ERASMUS Life Long Learning Programme) shall not exceed 12 months per study cycle, 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 originally planned mobility period.
- 2.6 The Transcript of Records or Confirmation of Period of study shall provide the officially confirmed start and end dates of duration of the mobility period.⁶

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1 The financial support for the mobility period is EUR **1,300.00**. For country group 1 this means ca. EUR 14,00 per funded day, in country group 2 ca. EUR 12,00 per day and in country group 3 ca. EUR 10,00€ per day. By ERASMUS regulations, any additional days on top of the 130/260 days mentioned under 2.3 cannot be funded, but are zero grant days. Funding will be re-calculated after the actual mobility start- and end dates have been confirmed after the end of the mobility. Please refer to 4.2 for further information.

The ERASMUS funding depends on which country group the host country belongs to:

Country groups 2018/19 by definition of EU Commission	SMS (1 month=30 days)
Group 1 Denmark, Finland, Ireland, Iceland, Liechtenstein, Luxembourg, Norway, Sweden, United Kingdom	EUR 14,00 per day (EUR 420 per month)
Group 2 Austria, Belgium, Cyprus, France, (Germany), Greece, Italy, Malta, Netherlands, Portugal, Spain	EUR 12,00 per day (EUR 360 per month)
Group 3 Bulgaria, Croatia, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Macedonia (FYROM), Poland, Romania, Slovakia, Slovenia, Turkey	EUR 10,00 per day (EUR 300 per month)

- 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.

⁵ The time period stated here is the time period calculated by the planned start and planned end date from the participant's original application, if not updated by the international office in the meantime.

⁶ Since unfortunately the Transcript of Records often does not provide the actual start and end dates of mobilities, we refer to the dates officially confirmed in the Confirmation of Period of Study.

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 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 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 studies/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 (please see 4.2). However, when the participant has been prevented from completing his/her mobility activities as described in Annex I (Learning Agreement) due to force majeure, he/she shall be entitled to receive at least 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 National Agency DAAD.

ARTIKEL 4 – ZAHLUNGSMODALITÄTEN

- 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 75 % 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 financial support, the submission of the online EU survey among other documents (see 4.4) 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.

If the *Confirmation of Period of Study*, signed by the host institution, shows the duration to be shorter than 4.33 months (130 days) per semester/trimester or 8.66 months (260 days) per academic year, we are obliged to request a backpayment from you for the difference in days. Mostly though a reduction in the outstanding second outpayment suffices to cover the difference. By ERASMUS regulations, any additional days on top of the 130/260 days mentioned under 2.3 cannot be funded, but are zero grant days.
- 4.3 The outstanding amount of the grant will be paid out to the participants after the completion of their mobility, once the participant completed the upload of all mandatory ERASMUS documents into their participant's account (see 4.4) and handed in their original Grant Agreement as a paper document. You are only entitled to 100% of the grant if you provide all documents in due time (4 weeks).
- 4.4 The documents necessary to receive allocated ERASMUS grant are:
 - this **Grant Agreement, signed by participant**, as upload = PDF-file into the participant's account and additionally as paper original with original signature (no print out) at Goethe University international office
 - **Learning Agreement** und ggf. **Changes to Original Learning Agreement** (with all signatures necessary) as upload = PDF-file into the participant's account
 - The completed **EU-Online-Survey** (see 7.1). You will receive an email with the link to the survey approx. 10 days after the planned end date.
 - Personal **participant's report** as upload = PDF-file into the participant's account
 - **Confirmation of Period of Study** signed by host institution as upload = PDF-file into the participant's account
 - and as soon as you receive it: **Official Transcript of Records** as upload = PDF-file into the participant's account
 - If you take part in a preparatory language course at the host institution/in the host country: Proof of successful participation incl. start and end date and, if fees apply, incl. proof of payment together in one single PDF-file as upload into the participant's account
- 4.5 The outpayment of the ERASMUS grant is subject to the timely appropriation by the National Agency DAAD.

ARTICLE 5 – INSURANCE

- 5.1 The participant shall have adequate insurance coverage (**health insurance coverage, liability insurance coverage, and if need be, accident insurance coverage**) for the host country and is obliged to take care of insurance matters on his own, since not automatic insurance coverage is provided in the ERASMUS Programme. The applicant acknowledges this and, before the start of the mobility, is committed to check if he has sufficient insurance coverage. If not sufficient, he has to expand insurance coverage adequately. Neither the EU-Commission, nor the National Agency DAAD, nor Goethe University cover damages, which result from sickness, death, accident, injury of persons, loss or damages of property in relation to ERASMUS mobilities. There is the possibility for ERASMUS participants to partake in the group insurance of the National Agency DAAD though. Health and Accident insurance are included here. More Information at DAAD, Versicherungsstelle, Tel.: 0228/882-294) or <https://www.daad.de/versicherung/allgemein/bedingungen/de/14380-daad-versicherung-zieland-ausland>.
- 5.2 The participant acknowledges that he organizes **health insurance coverage** for the stay in the host country mentioned above. 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. More information on this at <http://ec.europa.eu/social/main.jsp?catId=559>. 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 participant to review his insurance coverage for the stay in the host country and to enhance it accordingly if need be.**
- 5.3 The participant acknowledges that he organizes **liability insurance coverage** for the stay in the host country mentioned above. A liability insurance covers damages caused by the student during his/her stay abroad (independently whether he/she is at work or not). Varying arrangements with respect to liability insurance are in place in different countries engaged in transnational learning mobility for traineeships. Trainees/Students therefore run the risk of not being covered. **It is the responsibility of the participant to review his insurance coverage for the stay in the host country and to enhance it accordingly if need be.**
- 5.4 Accident insurance covers damages to employees resulting from accidents at work. In many countries employees are covered against such accidents at work. However, the extent to which transnational trainees are covered within the same insurance may vary across the countries engaged in transnational learning mobility programmes. **It is the responsibility of the participant to review his insurance coverage for the stay in the host country and to enhance it accordingly if need be.**

ARTICLE 6 – ONLINE LINGUISTIC SUPPORT

[Only applicable for mobilities for which the main language of instruction or work is Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Irish Gaelic, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish or Swedish (or additional languages once they become available in the Online Linguistic Support (OLS) tool), with the exception of native speakers]

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- 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.
- 6.2 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.
- 6.3 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

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- 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 financial support received.
- 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 German law.
- 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

Participant
Aamerican,Johnny

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Signature

.....
Place, Date

Institution
Johann Wolfgang Goethe University
Brucker, Uta
ERASMUS Institutional Coordinator
International Office

Uta Brucker
.....
Signature

Frankfurt/Main, 04.04.2019
.....
Place, 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 Germany (NA DAAD), 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 Germany (NA DAAD) 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, 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.

Article 3: 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 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 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 Germany (NA DAAD) or by any other outside body authorised by the European Commission or the National Agency of Germany (NA DAAD) to check that the mobility period and the provisions of the agreement are being properly implemented.