**Grant agreement Erasmus+ STUDY EXCHANGE**

**Amsterdam University of the Arts**

**P.O. Box 15079, 1001 MB Amsterdam**

**NL AMSTERD07**

**PIC: 949488672 / OID: E10096255**

Called hereafter "the institution", represented for the purposes of signature of this agreement of the one part, and:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name student: | | | | |
| Date of birth: | | Nationality: | | |
| Academy at AHK: | | Study programme: | | |
| Home address: |  | | | |
| Postcode + City: |  | | | |
| Instruction language | English / Dutch / German/ French / Spanish/ other: | | | |
| Gender:  F/M/X | Academic Year: | E-mail:  Phone number: | | |
| Start and return date exchange: | | | Total number of days: | |
| Name receiving institution: | | | | |
| City & country receiving institution: | | Erasmus code receiving institution: | | |
| Are you travelling with low CO2 impact/ sustainable method? (train, no plane): Yes/ No | | | | |
| Number of completed higher education study years: | | | | |
|  | | | | |
| **(To be filled in by AHK)**  Receiving country belongs to:  [ ] Group 1 (monthly allowance € 390)  [ ] Group 2 (monthly allowance € 330)  [ ] Group 3 (monthly allowance € 270) | | | | Amount of Grant:  (estimated according to Mobility Tool)  € |
| [ ] Green Erasmus for sustainable way of travel [info](https://www.ahk.nl/en/facilities/student-affairs/going-abroad/student-grants-abroad/erasmus-grant/additional-financial-opportunities/) | | | | |
| [ ] Student with financial support from EU funds | [ ] Student with zero grant from EU funds | [ ] Student with financial support combined with zero grant from EU funds days for the extension | | [ ] Student with financial support includes [Special needs support.](https://www.ahk.nl/erasmus/aanvullende-financiering/) |

**Financial information of the exchange student:**

Account/IBAN number :

Bank account holder :

Bank name :

BIC/SWIFT number :

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

Annex I Learning Agreement for studies/ Learning Agreement for traineeships

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.

It is not compulsory to circulate papers with original signatures for Annex I of this document: scanned copies of signatures and electronic signatures may be accepted

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

1.1 The HE 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/ traineeships/ studies and traineeship] as described in Annex I.

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 start date of the mobility period shall be the first day that the participant needs to be present at the receiving organisation. [Institution selects 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 EU funds for x days [see page 1].

[- if the participant has a financial support from EU funds: this number of days shall be equal to the duration of the mobility period;

- if the participant has a financial support from EU funds combined with zero-grant days for the extension of the mobility period [optional]: this number of days shall correspond to the days covered by a financial support from EU funds for the period mentioned in this grant agreement;

- if the participant is a zero-grant participant for the entire period: this number of days should be 0]

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

3.1 The financial support for the mobility period has an amount of EUR [see page 1] corresponding to EUR [see page 1] 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. 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 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/traineeship 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 the NA.

ARTICLE 4 – PAYMENT ARRANGEMENTS

4.1 Within 30 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 at least 70% 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. Students are informed about issues related to insurances before leaving, what is mandatory or recommended. The student is obliged to provide the coordinator internationalisation of his/her faculty the insurance number before the start of the mobility.

5.2 Acknowledgement that **health insurance coverage** has been organised shall be included in this agreement. [*Please note that 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. The participant should be aware of health insurance issues before leaving.]*

5.3 At least for traineeships: Acknowledgement that **liability insurance coverage** (covering damages caused by the student at the workplace [/study place if foreseen for studies]) has been organised and of how it has been organised shall be included in this agreement.

5.4 In case of traineeships: Acknowledgement **accident insurance coverage** related to the student's tasks (covering at least damages caused to the student at the workplace) has been organised and of how it has been organised shall be included in this agreement.

ARTICLE 6 – ONLINE LINGUISTIC SUPPORT

(Only applicable for mobilities starting after 1 October 2014 for the languages available in the on-line tool)

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.

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 the national law of the Netherlands.

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 (name student) For the institution

representative AHK, **Kam Wai Kui**

Done at Amsterdam Amsterdam

Date: Date:

**Annex I**

**Learning Agreement for studies / for traineeships**

See separate document

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