



# Erasmus+

## Grant agreement for Erasmus+ incoming staff mobility participants – higher education

Academic year: 2022/2023

Project №2022-1-BG01-KA171-HED-000069917

University of Ruse “Angel Kanchev”, BG ROUSSE01

Address: 8 Studentska str, Ruse 7004, Bulgaria

Called hereafter "the organisation", represented for the purposes of signature of this agreement by Prof. DTSc. Hristo Beloev, DHC mult. Academician of Bulgarian Academy of Sciences, Rector, on the one part, and

Family name		First name	
Date of birth		Nationality	
Address			
Phone		E-mail	
Sending Institution			

Called hereafter “the participant”, on the other part,

Have agreed to the Special Conditions and Annexes below which form an integral part of this agreement ("the agreement"):

Annex I Erasmus+ mobility agreement for staff mobility

Annex II General Conditions

The terms set out in the Special Conditions shall take precedence over those set out in the annexes.

The participant receives:

- a financial support from Erasmus+ EU funds
- a zero-grant
- a partial financial support from Erasmus+ EU funds

## SPECIAL CONDITIONS

### ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

- 1.1 The organisation shall provide support to the participant for undertaking a mobility activity under the Erasmus+ Programme.
- 1.2 The participant accepts the support specified in article 3 and undertakes to carry out the mobility activity as described in Annex I.
- 1.3 Amendments to the agreement shall be requested and agreed by both parties through a formal exchange 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 physical mobility period shall start on ..... at the earliest and end on ..... at the latest. The start date of the physical mobility period shall be the first day that the participant needs to be physically present at the receiving organisation and the end date shall be the last day the participant needs to be physically present at the receiving organisation.
- 2.3 The participant shall receive a financial support from Erasmus+ EU funds for [...] days. [...] travel days are added to the duration of the mobility period and included in the calculation of the individual support
- 2.4 The participant may submit a request concerning the extension of the mobility period within the limits set out in the Erasmus+ Programme guide. If the organisation agrees to extend the duration of the mobility period, the agreement shall be amended accordingly. Extension can be refused due to lack of funds.

- 2.5 The certificate of attendance shall provide the confirmed start and end dates of duration of the mobility period, including the virtual component.

#### ARTICLE 3 – FINANCIAL SUPPORT

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- 3.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide.
- 3.2 The organisation shall provide the participant the total financial support for the mobility period, EUR [...], which includes:
- individual support for working days:
  - travel support (green or standard):
  - individual support for travel days:
  - other
- 3.3 The contribution towards costs incurred in connection with travel (travel support, green travel top-up), shall be based on the supporting documents provided by the participant (e.g boarding passes, fuel receipts, etc).
- 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. This includes a salary that the participant could receive for any work outside their mobility activities as long as they carry out the activities foreseen in Annex I.
- 3.6 The financial support or part thereof shall be repaid if the participant does not carry out the mobility activity in compliance 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. 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 institution. Such cases shall be reported by the institution and accepted by the National Agency.

#### ARTICLE 4 – PAYMENT ARRANGEMENTS

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- 4.1 The participant shall receive individual and travel support in a timely manner after the arrival of the participant. The payment shall be made to the participant upon receipt of confirmation of arrival by the beneficiary (presenting in person in the Erasmus office), presenting a boarding pass and upon presenting an account number with instructions for international transfers in Euro. The payment represents 100% of the individual financial support from Erasmus+ EU funds specified in Article 3 plus travel support. In case the participant did not provide the supporting documents in time, a later payment of the financing can be exceptionally accepted based on justified reasons.

#### ARTICLE 5 – INSURANCE

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- 5.1 The organisation shall make sure that the participant has adequate insurance coverage by providing the participant with the relevant information and support to take an insurance on their own.
- 5.2 Insurance coverage shall include at minimum a health insurance and (optional) a liability insurance and an accident insurance. In addition to the above, insurance against loss or theft of documents, travel tickets and luggage is recommended.
- 5.3 The responsible party for taking the insurance coverage is: the participant.

#### ARTICLE 6 – ONLINE LANGUAGE SUPPORT (OLS) [Only applicable for mobilities for which the main language of instruction or work is available in the Online Language Support (OLS) tool, with the exception of native speakers]

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- 6.1 The participant can carry out the OLS language assessment on <https://academy.europa.eu/> in the language of mobility (if available) before the mobility period.
- 6.2 [Only applicable to participants who need to follow an OLS language course to improve their level] The participant can follow OLS language courses, starting as soon as they receive access and making the most out of the service.

#### ARTICLE 7 – PARTICIPANT REPORT

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- 7.1 The participant shall complete and submit the participant report on their mobility experience (via the online EUSurvey 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.
- 7.2 The participant shall send to the Organisation his/her return flight boarding pass by post or by e-mail and a copy of the passport stamps.

#### ARTICLE 8 – DATA PROTECTION

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- 8.1. The funding organisation shall provide the participants with the relevant privacy statement for the processing of their personal data before these are encoded in the electronic systems for managing the Erasmus+ mobilities.

ARTICLE 9 –APPLICABLE LAW AND COMPETENT COURT

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9.1 The Agreement is governed by Bulgarian law.

9.2 The competent court determined in accordance with the applicable national law shall 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.

SIGNATURES

For the participant

Names: .....

/signature/.....

Done at .....  
[place], [date]

For the institution

Prof. DTSc Hristo Beloev,  
Academician of Bulgarian Academy of  
Sciences  
Rector

/signature/.....

Yana Krалеva  
Chief Accountant

/signature/ .....

Done at .....  
[place], [date]

**Annex I**

**Erasmus+ mobility agreement for staff mobility for teaching or  
Erasmus+ mobility agreement for staff mobility for training**

## Annex II

### GENERAL CONDITIONS

#### Article 1: Liability

Each party of this agreement shall exonerate 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 his staff.

The National Agency of [Bulgaria], 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 [Bulgaria] 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 organisation 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 they fail to follow the agreement in accordance with the rules, they 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 their 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.

#### Article 3: Data Protection

All personal data contained in the agreement shall be processed in accordance with Regulation (EC) No 2018/1725 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 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<sup>1</sup> (Court of Auditors or European Antifraud Office (OLAF)).

The participant may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. They 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 4: Checks and Audits

The parties of the agreement undertake to provide any detailed information requested by the European Commission, the National Agency of [Bulgaria] or by any other outside body authorised by the European Commission or the National Agency of [Bulgaria] to check that the mobility period and the provisions of the agreement are being properly implemented.

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<sup>1</sup> Additional information on the purpose of processing your personal data, what data we collect, who has access to it and how it is protected, can be found at:

<https://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>