

AGREEMENT – ERASMUS+ - MOBILITY OF INDIVIDUALS – INCOMING STUDENTS

Project code: №2023-1-BG01-KA171-HED-000139064

Field: Higher Education Academic year: 2023/2024 Erasmus+ mobility ID number:

PREAMBLE

This **Agreement** ('the Agreement') is **between** the following parties:

on the one part, the Organisation ('the organisation'),

University of Ruse "Angel Kanchev", BG ROUSSE01 Address: 8 Studentska str, Ruse 7004, Bulgaria Email: eims@uni-ruse.bg

represented for the purposes of signature of this agreement by Prof. PhD Plamen Kangalov, Rector

and on the other part, the 'participant'

Family name		First name	
Date of birth		Nationality	
Address			
Phone		E-mail	
Study cycle	(Bachelor or Master or PhD)	Code: [ISCED-F code]	(as agreed in the bilateral agreement)
Sending Institution			

Bank account where the financial support should be paid:

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 studies

Annex 2: Erasmus Student Charter

The terms set out in the Terms and Conditions will take precedence over those set out in the annex.

Total amount includes :

- Base amount for individual support for long-term physical mobility
- Base amount for individual support for short-term physical mobility
- Top-up amount for students and recent graduates with fewer opportunities on long-term mobility
- Top-up amount for students and recent graduates with fewer opportunities on short-term mobility
- Travel support (standard travel or green travel amount)
- Travel days (additional individual support days only for green travel)

The participant receives:

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

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 financial 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 the 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 – ENTRY INTO FORCE AND DURATION OF MOBILITY

- 2.1 The grant agreement will enter into force on the date when the last of the two parties signs.
- 2.2 The mobility period will start on and end on
- 2.3 The period covered by the grant agreement includes:
 - a physical mobility period from [date] to [date], equal to [...] days
 - a virtual component from [date] to [date]
- 2.4 The transcript of records/traineeship certificate/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

- 3.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Guide.
- 3.2 The participant will receive a financial support from Erasmus+ EU funds for [...] days of (The number of days is equal to the duration of the physical mobility period plus travel days)
- 3.3 The participant may submit a request concerning the extension of the physical mobility period within the limit set out in the Erasmus+ Programme Guide 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 shall provide the participant the total financial support for the mobility period in the form of a payment of EUR which includes:

Subsistence support:

Travel support:

Travel days support:

The sum for individual support is calculated through a special Excel table provided by EC that can be found on erasmus.uni-ruse.bg/en

- 3.5 The contribution towards costs incurred in connection with travel or inclusion needs [inclusion support, exceptional costs for expensive travel, travel support, green travel top-up, top-up for fewer opportunities]), shall be based on the supporting documents provided by the participant.
- 3.6 The financial support may not be used to cover costs for actions already funded by Union funds.
- 3.7 Notwithstanding Article 3.6, the financial support is 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 I.

ARTICLE 4 – PAYMENT ARRANGEMENTS

- 4.1 The participant shall receive individual and travel support, if applicable, in a timely manner after the arrival of the participant.

The payment shall be made to the participant representing 80% of the subsistence amount specified in Article 3 plus travel grant and travel days upon receipt of confirmation of arrival by the beneficiary (presenting in person in the Erasmus office), presenting a boarding pass. In case the participant did not

provide the supporting documents in time, according to the funding organisation's timeline, a later payment of the pre-financing can be exceptionally accepted, based on justified reasons.

- 4.2 The submission of the participant report via the online EUSurvey tool shall be considered as the participant's request for payment of the balance of the financial support. The organisation shall have 20 calendar days to make the balance payment after inspection of the departure ticket or to issue a recovery order in case a reimbursement is due.

ARTICLE 5 – RECOVERY

- 5.1 The financial support or part thereof shall be recovered by the sending organisation if the participant does not comply with the terms of the agreement. If the participant terminates the agreement before it ends, the participant shall have to return the amount of the grant already paid, except if agreed differently with the sending organisation. Such cases shall be reported by the institution and accepted by the National Agency.

ARTICLE 6 – INSURANCE

- 6.1 The organisation shall make sure that the participant has adequate insurance coverage either by providing itself the insurance, or by making an agreement with the receiving organisation for the latter to provide the insurance, or by providing the participant with the relevant information and support to take an insurance on their own.
- 6.2 Insurance coverage shall include at minimum a health insurance, and (mandatory for traineeships and optional for other mobilities) a liability insurance and an accident insurance.
- 6.3 The responsible party for taking the insurance coverage is: the participant

ARTICLE 7 – LANGUAGE LEVEL AND ONLINE LANGUAGE SUPPORT (OLS)

- 7.1 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 <https://academy.europa.eu/>.

ARTICLE 8 – PARTICIPANT REPORT

- 8.1 The participant shall complete and submit the participant report on their mobility experience (via the online EUSurvey tool) within 10 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.
- 8.2 A complementary online survey may be sent to the participant allowing for full reporting on recognition.
- 8.3 The participant shall send to the Organisation his/her return flight boarding pass by post or by mail

ARTICLE 9 – ETHICS AND VALUES

- 9.1 Ethics: The mobility activity must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.
- 9.2 Values: The participant 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).
- 9.3 If a participant breaches any of its obligations under this Article, the grant may be reduced.

ARTICLE 10 – DATA PROTECTION

- 10.1 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: <https://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>
- 10.2 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 organisations 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 (Court of Auditors or European Antifraud Office (OLAF)).

- 10.3 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 his/her personal data to the sending organisation and/or the National Agency. The participant may lodge a complaint against the processing of his personal data to the European Data Protection Supervisor with regard to the use of the data by the European Commission.

ARTICLE 11 – TERMINATION OF THE AGREEMENT

- 11.1 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.
- 11.2 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 12 – CHECKS AND AUDITS

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

ARTICLE 13 – LIABILITY

- 13.1 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.
- 13.2 The National Agency of [country], 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 [country] or the European Commission shall not entertain any request for indemnity of reimbursement accompanying such claim.

ARTICLE 14 – APPLICABLE LAW AND COMPETENT COURT

- 14.1 The Agreement is governed by Bulgarian Law.
- 14.2 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 organisation

Prof. PhD Plamen Kangalov, Rector

Signature:

Done at,

Place Date

Ts Dimitrova, Chief accountant

Signature:

