

ERASMUS TEACHING / STAFF MOBILITY

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

- 1.1 The institution shall provide financial support to the participant for undertaking a mobility activity for teaching/ training/ teaching and training 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 teaching/ training/ teaching and training as described in application.
- 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 staff at the International Office signs the Grant Agreement. The participant signs the application for scholarship.
- 2.2 The mobility period shall start and end on the dates specified in the Grant Agreement. 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.
If the participant travels directly before and after the activity abroad, one day for travel directly before the first day of the activity abroad and one day for travel directly following the last day of the activity abroad shall be added on top of the duration of the mobility period and shall be considered as well for the calculation of the individual support.
- 2.3 The participant shall receive financial support from EU funds for the number of days of activity specified in the Grant Agreement.
- 2.4 The total duration of the mobility period, shall not exceed 2 months with a minimum of 2 days per mobility activity (and minimum of 8 hours of teaching per week (or any shorter period of stay)).
- 2.5 The participant may submit any request concerning the extension of the mobility period within the limit set out in article 2.4. If the institution agrees to extend the duration of the mobility period, the agreement shall be amended accordingly.
- 2.6 The Conformation Form shall provide the effective start and end dates of the mobility period.

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1. The institution shall provide to the participant travel and individual support in form of contribution in kind or, if it is pre-financed by the participant, refund these costs in accordance with the institution's internal regulation. In such case, the institution shall ensure that the services provided meet the necessary quality and safety standards.
- 3.2 The reimbursement of costs incurred in connection with special needs, when applicable, shall be based on the supporting documents provided by the participant.
- 3.3 The financial support may not be used to cover similar costs already funded by Union funds.
- 3.4 Notwithstanding Article 3.4, the financial support is compatible with any other source of funding.
- 3.5 The financial support or part of it shall be recovered 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 due to force majeure. Such cases shall be reported by the sending institution [For invited staff from enterprises: by the receiving institution] and accepted by the NA.

ARTICLE 4 – PAYMENT ARRANGEMENTS

- 4.1 The submission of the online - EU Survey and the Confirmation Form shall be considered as the participant's request for payment of the balance of the financial support. The department shall have 45 calendar days to issue a recovery order to the International Office for reimbursement.
- 4.3 The participant must provide proof of the actual dates of start and end of the mobility period, based on a Confirmation Form provided by the receiving organisation.

ARTICLE 5 – EU SURVEY

- 5.1. 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.

- 5.2 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.

ARTICLE 6 – LAW APPLICABLE AND COMPETENT COURT

- 6.1 The Agreement is governed by the laws of Sweden.
- 6.2 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.

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 Sweden, 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 Sweden 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.

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