**Grant agreement for Erasmus+ staff mobility for teaching**

Field: Higher Education

Academic year: 2022/2023

Haaga-Helia University of Applied Sciences, SF HELSINK40

Address: Ratapihantie 13, 00520 Helsinki

Called hereafter "the organisation", represented for the purposes of signature of this agreement by Kiia Lehtinen, Erasmus coordinator on the one part, and

Participant first and last name(s):

Date of birth:

Address:

Phone:

E-mail:

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 for teaching

Annex II General Conditions

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

Total amount includes:

☐ Base amount for individual support for short-term physical mobility

☐ Travel support (standard travel or green travel amount)

☐ Travel days (additional individual support days)

The participant receives

☐ a 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 date mentioned in the mobility agreement at the earliest and end on date mentioned at the mobility agreement 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 their exchange

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.

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

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, based on the travel invoice in EUR

3.3 The contribution towards costs incurred in connection with travel or inclusion needs inclusion support, travel support, green travel top-up, top-up for fewer opportunities, 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. 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 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

- upon receipt of confirmation of arrival by the participant

The payment shall be made to the participant representing 100% of the amount specified in Article 3. 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 If the payment under article 4.1 is lower than 100% of the financial support, the submission of the participant final report via the online EU-Survey tool shall be considered as the participant's request for payment of the balance of the financial support. The organisation 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 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.

5.2       Insurance coverage shall include at minimum a health insurance and a liability insurance and an accident insurance.

Insurance information available on Haaga-Helia Intranet

5.3    The responsible party for taking the insurance coverage is: the sending organisation

ARTICLE 6 – ONLINE LANGUAGE SUPPORT (OLS)

6.1. For staff and participants whose mobility lasts less than 14 days the participant can carry out the OLS language assessment in the language of mobility (if available) before the mobility period.

ARTICLE 7 – PARTICIPANT REPORT

7.1. The participant shall complete and submit the participant report on their mobility experience (via the online EU-Survey 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.

ARTICLE 8 – DATA PROTECTION

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.

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

ARTICLE 9 –APPLICABLE LAW AND COMPETENT COURT

9.1 The Agreement is governed by the national law of Finland.

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 Haaga-Helia University of Applied Sciences

By signing the Mobility Agreement Kiia Lehtinen, Erasmus coordinator

**Annex I**

Key Action 1 – Haaga-Helia University of Applied Sciences

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

**Erasmus+ Mobility Agreement**

**Staff Mobility For Teaching[[1]](#endnote-2)**

Planned period of the physical mobility: from *[day/month/year]* to *[day/month/year]*

Duration (days) – excluding travel days: ………………….

If applicable, planned period of the virtual component: from *[day/month/year]* to *[day/month/year]*

**The teaching staff member**

|  |  |  |  |
| --- | --- | --- | --- |
| Last name (s) |  | First name (s) |  |
| Seniority[[2]](#endnote-3) |  | Nationality[[3]](#endnote-4) |  |
| Sex [*M/F/Undefined*] |  | Academic year | 20../20.. |
| E-mail |  |

**The Sending Institution/Enterprise[[4]](#endnote-5)**

|  |  |
| --- | --- |
| Name  |  |
| Erasmus code[[5]](#endnote-6) (if applicable) |  | Faculty/Department |  |
| Address |  | Country/Country code[[6]](#endnote-7) |  |
| Contact person name and position |  | Contact persone-mail / phone |  |
| Type of enterprise: |  | Size of enterprise(if applicable) | ☐<250 employees☐>250 employees |

**The Receiving Institution**

|  |  |  |  |
| --- | --- | --- | --- |
| Name |  | Faculty/Department |  |
| Erasmus code(if applicable) |  |
| Address |  | Country/Country code |  |
| Contact personname and position |  | Contact persone-mail / phone |  |

#### For guidelines, please look at the end notes on page 3.

 **Section to be completed BEFORE THE MOBILITY**

#### **I. PROPOSED MOBILITY PROGRAMME**

Main subject field[[7]](#endnote-8): ………………….

Level (select the main one): Short cycle (EQF level 5) ☐; Bachelor or equivalent first cycle (EQF level 6) ☐; Master or equivalent second cycle (EQF level 7) ☐; Doctoral or equivalent third cycle (EQF level 8) ☐

Number of students at the receiving institution benefiting from the teaching programme: ………………

Number of teaching hours: …………………

Language of instruction: ………………………………………

|  |
| --- |
| **Please specify the overall objectives and main goals of the mobility:** |

|  |
| --- |
| **Added value of the mobility (in the context of the modernisation and internationalisation strategies of the institutions involved):** |

|  |
| --- |
| **Content of the teaching programme with preliminary timetable (including the virtual component, if applicable):****Ex: Day 1****Day 2****..** |

|  |
| --- |
| **Expected outcomes and impact (e.g. on the professional development of the teaching staff member and on the competences of students at both institutions):** |

 **II. COMMITMENT OF THE THREE PARTIES**

By signing[[8]](#endnote-9) this document, the teaching staff member, the sending institution/enterprise and the receiving institution confirm that they approve the proposed mobility agreement.

The sending higher education institution supports the staff mobility as part of its modernisation and internationalisation strategy and will recognise it as a component in any evaluation or assessment of the teaching staff member.

The teaching staff member will share his/her experience, in particular its impact on his/her professional development and on the sending higher education institution, as a source of inspiration to others.

The teaching staff member and the beneficiary institution commit to the requirements set out in the grant agreement signed between them.

The teaching staff member and the receiving institution will communicate to the sending institution/enterprise any problems or changes regarding the proposed mobility programme or mobility period.

|  |
| --- |
| **The teaching staff member**Name:Signature: Date:  |

|  |
| --- |
| **The sending institution/enterprise**Name of the responsible person:Signature: Date:  |

|  |
| --- |
| **The receiving institution**Name of the responsible person:Signature: Date:  |

 In case the mobility combines teaching and training activities, **this template** should be used and adjusted to fit both activity types.

 **Seniority:** Junior (approx. < 10 years of experience), Intermediate (approx. > 10 and < 20 years of experience) or Senior (approx. > 20 years of experience).

 **Nationality:** Country to which the person belongs administratively and that issues the ID card and/or passport.

 All refererences to "**enterprise**" are only applicable to mobility for staff between EU Member States and third countries associated to the programme or within Capacity Building projects.

 **Erasmus Code:** A unique identifier that every higher education institution that has been awarded with the Erasmus Charter for Higher Education receives. It is only applicable to higher education institutions located in EU Member States and third countries associated to the programme.

 **Country code**: ISO 3166-2 country codes available at: <https://www.iso.org/obp/ui/#search>.

 The [ISCED-F 2013 search tool](http://ec.europa.eu/education/tools/isced-f_en.htm) (available at <http://ec.europa.eu/education/tools/isced-f_en.htm>) should be used to find the ISCED 2013 detailed field of education and training.

 Circulating papers with original signatures is not compulsory. Scanned copies of signatures or electronic signatures may be accepted, depending on the national legislation of the country of the sending institution (in the case of mobility with third countries not associated to the programme: the national legislation of the EU Member State or third country associated to the programme). Certificates of attendance can be provided electronically or through any other means accessible to the staff member and the sending institution.

**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 Finland, 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 Finland 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[[9]](#footnote-2) (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 Finland or by any other outside body authorised by the European Commission or the National Agency of Finland to check that the mobility period and the provisions of the agreement are being properly implemented.

1. [↑](#endnote-ref-2)
2. [↑](#endnote-ref-3)
3. [↑](#endnote-ref-4)
4. [↑](#endnote-ref-5)
5. [↑](#endnote-ref-6)
6. [↑](#endnote-ref-7)
7. [↑](#endnote-ref-8)
8. [↑](#endnote-ref-9)
9. 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> [↑](#footnote-ref-2)