

GRANT AGREEMENT MODEL FOR ERASMUS+ VET TRAINEESHIPS

[Full official name of the sending organisation and Accreditation reference number, if applicable]

Address: [official address in full]

Called hereafter "the organisation", represented for the purposes of signature of this agreement by [name(s), forename(s) and function] of the one part, and

Mr/Ms [Apprentice/VET learner name(s) and forename(s)]

Date of birth :

Nationality:

Address: [official address in full]

Phone:

E-mail:

Sex: [M/F]

Academic year: 20../20..

Vocational training level: [Apprentice/Upper-secondary vocational education and training/Other]

Subject area: [degree in sending organisation]

Code: [ISCED-F code]

Number of completed VET study years:

The financial support includes:

Special needs support

Financial Support to student with disadvantaged background

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 Erasmus+ mobility for traineeships (to be signed by sending and receiving institutions and participant) |
| Annex II | General Conditions |
| Annex III | Quality commitment (to be signed by sending and receiving institutions and participant) |

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

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

- 1.1 The organisation shall provide support to the participant for undertaking a mobility activity for traineeships under the Erasmus+ Programme.
- 1.2 The participant accepts the support or the provision of services as specified in article 3 and undertakes to carry out the mobility activity for traineeships 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 mobility period shall start on [date] at the earliest and end on [date] at the latest. The start date of the mobility period shall be the first day that the participant needs to be present at the receiving organisation. [Organisation to select 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 Erasmus+ EU funds for [...] months and [...] days [if the participant receives a financial support from EU funds: the number of months and extra days shall be equal to the duration of the mobility period; [If the participant receives a zero-grant for the entire period: this number of months and extra days should be 0].
- 2.4 The total duration of the mobility period shall not exceed 12 months.
- 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 is EUR [...], corresponding to EUR [...] per 30 days if long-term or per day if short term.
- 3.2 [Organisation to select Option 1, Option 2 or Option 3]
[Option 1]

The participant shall receive EUR [...] corresponding to travel, individual support, linguistic support and course fees.

[Option 2]

The [institution/organisation] shall provide to the participant with travel, subsistence or linguistic support in the form of direct provision of the required support services. In such case, the beneficiary shall ensure that this direct provision of services will meet the necessary quality and safety standards.

[Option 3]

The participant shall receive from the institution a financial support of [...] EUR for [institution/organisation to select the applicable budget categories: travel, subsistence, linguistic support] and support in the form of direct provision of the required [institution/organisation to select the applicable budget categories: travel, subsistence, linguistic support] services. In such case, the beneficiary shall ensure that the direct provision of services will meet the necessary quality and safety standards.

- 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. If the participant terminates the agreement before it ends, he/she shall have to refund the amount of the grant already paid, except if agreed differently with the sending institution. 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 sending institution. Such cases shall be reported by the sending institution and accepted by the National Agency.

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 [between 70% and 100%] of the amount specified in Article 3. In case the participant did not provide the supporting documents in time, according to the sending organisation 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 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 – INSURANCE¹

5.1 The participant shall have adequate insurance coverage for social protection, accident and liability during the stay abroad. It should be noted that the French social security scheme may in certain conditions described below bear the health costs and costs related to an accident occurred during the placement abroad.

5.2 Health insurance coverage: mandatory for traineeships

A basic coverage is usually provided by social security during the stay of the participant in another country of the European Union via the European Health Insurance Card.

However, this coverage may not be sufficient, especially during repatriation or a specific medical intervention. In that case, a complementary private insurance might be useful. It is the responsibility of the sending organisation of the student to ensure that the participant is aware of health insurance issues

It is therefore strongly recommended to the participant to subscribe to an additional insurance, valid for the country and the training period, with the organization of their choice (student insurance, relative's insurance, ad hoc private company ...).

Exception: If the host organization provides the participant with an health insurance under the provisions of local law, then the participant may choose to receive this local insurance. Before making such a choice, it will check the extent of the proposed guarantees.

In all cases, the health insurance coverage enjoyed by the entrant must be specified in this contract.

5.3 Liability insurance coverage: mandatory for traineeships

Liability insurance covers damage caused by the participant while in mobility (whether present or not at the place of work). There are different types of coverage depending on the country involved in transnational placement mobility programs. The participant therefore runs the risk of not being covered. Thus, the sending organization has the responsibility to ensure that the liability insurance covers necessarily and at least damages caused by participant in the workplace. Annex I- learning agreement indicates whether the liability insurance is supported or not by the host organization. If it is not a national legal obligation of the host country, this may not be made mandatory in the host organism.

In cases where the host organization does not provide such an insurance policy, the participant agrees to be covered by a support contract (medical repatriation, legal assistance etc.) and by an individual insurance contract for accident. As proof of its

¹Les organismes d'envoi doivent se conformer à la législation nationale en vigueur :
<http://www.legifrance.gouv.fr/affichCode.do?idSectionTA=LEGISCTA000029814078&cidTexte=LEGITEXT000006071191>

- [Code de l'éducation : articles L124-1 à L124-20](#) : Cadre général des stages en entreprise
- [Code de l'éducation : articles D124-1 à D124-9](#) : Pour l'obligation de la convention de stage et de rémunération du stage
- [Code de la sécurité sociale : article L412-8](#) : Pour la cotisation accidents du travail

involvement, the trainee must provide at the time of signature of this contract and the learning agreement, a civil liability certificate.

5.4 Accident insurance coverage: mandatory for traineeships

This insurance covers damage resulting from an accident caused to employees on their workplace. To benefit from French legislation on work accident coverage, this traineeship must:

- Not lead to any remuneration likely to open rights to social protection accident in the foreign country (an allowance or gratification is allowed for 12.5% of the hourly social security ceiling for a weekly legal duration of 35 hours subject to the agreement of the “Primary Health Insurance Fund”);
- Take place exclusively in the host organization listed on Annexe I-Learning Agreement;
- Take place exclusively in the foreign country mentioned in Annex I-Learning Agreement.

The reporting of accidents rests with the sending organization, which must be informed by the host organization in writing within 48 hours.

The cover concerns accidents occurring:

- Inside the location of the internship and within work hours;
- On the usual route to and from the trainees residence abroad and venue of the traineeship
- On the return trip (beginning and end of traineeship) of the trainee's home located on French territory and place of residence abroad;
- As part of a mission entrusted by the host organization and obligatorily on mission order.

Where the conditions above are not met, the sending organization should verify that the host organization ensures the trainees against industrial accidents. If the host organization does not cover the participant (if not a national legal obligation of the host country, this may not be made mandatory in the host organism), the sending organization must ensure that the participant is covered by such insurance, contracted either by the organization itself or by the participant.

ARTICLE 6 –ONLINE LINGUISTIC SUPPORT

- 6.1. The participant must carry out the OLS language assessment before and at the end of the mobility period.
- 6.3. **[Optionnel : à décider par le bénéficiaire]** Le paiement de la dernière avance de la bourse est conditionné à la réalisation de l'évaluation obligatoire du cours linguistique en ligne à la fin de la période de mobilité.
- 6.3. **[Optional-to be decided by the beneficiary]** The payment of the final instalment of the financial support is subject to the completion of the compulsory OLS language assessment at the end of the mobility.

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 organisation 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 French law.
- 8.2 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

[Nom - Prénom] / [name / forename]

[Signature]

Fait à , le / Done at [place], [date]

For the organisation

[Nom – Prénom - Fonction] /
[name / forename / function]

[Signature]

Fait à , le / Done at [place], [date]



Annex I

ERASMUS + LEARNING AGREEMENT FOR VET MOBILITY

I. DETAILS ON THE PARTICIPANT

Name of the participant:

Field of vocational education:

Sending institution (name, address):

Contact person (name, function, e-mail, tel):

II. DETAILS DU PROGRAMME DE MOBILITE PROPOSE A L'ETRANGER / DETAILS OF THE PROPOSED TRAINING PROGRAMME ABROAD

Receiving organisation (name address):

Contact Person (name, function, e-mail, tel):

Planned dates of start and end of the placement period:

Knowledge, skills and competence to be acquired:

Detailed programme of the training period:

Tasks of the trainee:

Monitoring and Mentoring of the participant:



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Evaluation and Validation of the training placement:



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III. COMMITMENT OF THE PARTIES INVOLVED

By signing this document, the participant, the sending institution and the receiving organisation (and the intermediary organisation if applicable)* confirm that they will abide by the principles of the Quality Commitment for VET training placements attached below.

THE PARTICIPANT

Participant's signature

.Date:

THE SENDING ORGANISATION

We confirm that this proposed training programme agreement is approved (CA du

On completion of the training programme the organisation will issue[... a Europass Mobility, other form of validation/recognition...] to the participant

Coordinator's signature

Date

.....

THE INTERMEDIARY ORGANISATION

We confirm that this proposed training programme agreement is approved.

Coordinator's signature

Date

L'ORGANISME D'ACCUEIL / THE RECEIVING ORGANISATION

We confirm that this proposed training programme is approved.

On completion of the training programme the organisation will issue [...a Certificate ...] to the participant

Coordinator's signature

Date

ERASMUS + VET MOBILITY

QUALITY COMMITMENT

Obligations of the Sending Organisation

- *Choose the appropriate target countries and host country partners, project durations and placement content to achieve the desired learning objectives.*
- *Select the participating trainees or teachers and other professionals by setting up clearly defined and transparent selection criteria.*
- *Define the envisaged learning outcomes of the mobility period in terms of knowledge, skills and competences to be developed.*
- *If you send learners or teachers and other professionals who face **barriers to mobility**, special arrangements for those individuals must be made (eg those with special learning needs or those with physical disabilities).*
- *Prepare participants in collaboration with partner organisations for the practical, professional and cultural life of the host country, in particular through language training tailored to meet their occupational needs.*
- *Manage the practical elements around the mobility, taking care of the organisation of travel, accommodation, necessary insurances, safety and protection, visa applications, social security, mentoring and support, preparatory visits on-site etc*
- *Establish the Learning Agreement with the participant trainee or teacher and the host organisation to make the intended learning outcomes transparent for all parties involved*
- *Establish assessment procedures together with the host organization to ensure the validation and recognition of the knowledge, skills and competences acquired*
- *Establish Memoranda of Understanding between the competent bodies if you use ECVET for the mobility*
- *Establish appropriate communication channels to be put in place during the duration*
- *Establish a system of monitoring the mobility project during its duration*
- *When necessary for special learning needs or physical disabilities, use **accompanying persons** during the stay in the host country, taking care of practical arrangements*
- *Arrange and document together with the host organization, the assessment of the learning outcomes, picking up on the informal and non-formal learning where possible. Recognize learning outcomes which were not originally planned but still achieved during the mobility*

- ***Evaluate** with each participant their personal and professional development following the period abroad*

- ***Recognise** the accrued learning outcomes through ECVET, Europass or other certificates*
- ***Disseminate** the results of the mobility projects as widely as possible*
- ***Self-evaluate** the mobility as a whole to see whether it has obtained its objectives and desired results*

Obligations of the Sending and Host Organisation

- ***Negotiate** a tailor-made training programme for each participant (if possible during the preparatory visits)*
- ***Define** the envisaged learning outcomes of the mobility period in terms of knowledge, skills and competences to be developed*
- ***Establish** the Learning Agreement with the participant trainee or teacher to make the intended learning outcomes transparent for all parties involved*
- ***Establish** appropriate communication channels to be put in place during the duration of the mobility and make these clear to participant*
- ***Agree** monitoring and mentoring arrangements*
- ***Evaluate** the progress of the mobility on an on-going basis and take appropriate action if required*
- ***Arrange and document** the assessment of the learning outcomes, picking up on the informal and non-formal learning where possible. Recognize learning outcomes which were not originally planned but still achieved during the mobility*

Obligations of the Host Organisation

- ***Foster** understanding of the culture and mentality of the host country*
- ***Assign** to participants tasks and responsibilities to match their knowledge, skills and competences and training objectives as set out in the Learning Agreement and ensure that appropriate equipment and support is available*
- ***Identify** a tutor or mentor to monitor the participant's training progress*
- ***Provide** practical support if required including a clear contact point for trainees that face difficulties*
 - ***Check** the appropriate insurance cover for each participant*

Obligations of the Participant

- **Establish** the Learning Agreement with the sending organization and the host organisation to make the intended learning outcomes transparent for all parties involved
- **Comply** with all the arrangements negotiated for the training placement and to do his/her best to make the placement a success
- **Abide** by the rules and regulations of the host organization, its normal working hours, code of conduct and rules of confidentiality
- **Communicate** with the sending organization and host organization about any problems or changes regarding the training placement
- **Submit** a report in the specified format, together with requested supporting documentation in respect of costs, at the end of the training placement

Obligations of the Intermediary Organisation

- **Select** suitable host organizations and ensure that they are able to achieve the placement objectives
- **Provide** contact details of all parties involved and ensure that final arrangements are in place prior to participants' departure from their home country

Signatures

Sending Organisation,
Name, Date

Nom, Date / Host Organisation,
Name, Date

Intermediary Organisation (optional),
Name, Date

Participant, Nom, Date / Participant,
Name, Date

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 French National Agency, 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 French National Agency 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, 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 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 organization.

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



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