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| AN E+ EF |
| LEARNERS MOBILITY for STUDIES |
| KA131 |

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| 22-10-2021 |

**Grant agreement model for**

**Erasmus+ study and/or traineeship mobility**

[This template is applicable to study and training mobility activities in the higher education sector. Due to the international opening of KA131, this grant agreement template will be used for all outgoing participants in any destination country. The text in yellow is guidance for using this grant agreement template. Please remove this text once the document is completed. The bracketed text in blue should be replaced by the relevant information for each case. The content of the template sets minimum requirements and as such, they should not be deleted. However, the NA or HEI/sending organisation can add further provisions, if necessary.]

Field: Higher Education

Academic year: 20../20..

[Full official name of the sending organisation]

Erasmus code [if applicable]:

Address: [official address in full]

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

[Student name and forename]

Date of birth:

Address: [official address in full]

Phone:

E-mail:

Study cycle: [First cycle/Second cycle/Third cycle/Short cycle study programme]

Subject area: [Degree in sending organisation] Code: [ISCED-F code]

Number of completed higher education study years:

[For all participants receiving financial support from Erasmus+ EU funds, except those receiving only a zero-grant from EU funds].

Bank account where the financial support should be paid:

Bank account holder (if different than student):

Bank name:

Clearing/BIC/SWIFT number: Account/IBAN number:

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 [Learning Agreement for Erasmus+ mobility for studies/ Learning Agreement for Erasmus+ mobility for traineeships]

Annex II General Conditions

Annex III Erasmus Student Charter

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

The participant receives [choose one]:

☐ a financial support from Erasmus+ EU funds

☐ a zero-grant

☐ a financial support from Erasmus+ EU funds combined with zero-grant

Total amount includes [select if applicable]:

☐ Individual support for long-term physical mobility

☐ Individual support for short-term physical mobility

☐ Top-up support for students with fewer opportunities on long-term mobilities, 250 EUR

☐ Top-up support for students with fewer opportunities on short-term mobilities, 100 EUR or 150 EUR

☐ Top-up for traineeship activity, 150 EUR

☐ Green travel individual support top-up (single contribution), 50 EUR

☐ Travel support (standard travel or green travel)

☐ Additional travel days (additional individual support days)

☐ Expensive travel support (based on real costs)

☐ Inclusion support (based on real costs)

[It is not compulsory to circulate papers with original signatures for Annex I of this document: scanned copies of signatures and electronic signatures may be accepted (including via the Erasmus Without Paper Network), depending on the national legislation or institutional regulations.]

**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 [studies/traineeships/studies and traineeship] under the Erasmus+ Programme.

1.2 The participant accepts the support specified in article 3 and undertakes to carry out the mobility activity for [studies/ traineeships/ studies and traineeship] 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 physical 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 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. [Organisation to select for participants attending a language course provided by another organisation than the receiving 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]. If applicable, [X] travel days shall be added to the duration of the mobility period and included in the calculation of the individual support.

2.3 The participant shall receive a financial support from Erasmus+ EU funds for [[for long-term mobility] […] months and […] days / [for short-term mobility] […] days]].

2.4 [For long-term mobility] The total duration of the physical mobility period shall not exceed 12 months, including any zero grant period. [For short-term mobility] The total duration of the physical mobility period shall not exceed 30 days.

2.5 The participant may submit a request concerning the extension of the mobility period within the limit set out in article 2.4. If the organisation agrees to extend the duration of the mobility period, the agreement shall be amended accordingly.

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 is calculated following the funding rules indicated in the Erasmus+ Programme Guide.

3.2 The participant shall receive financial support from Erasmus+ EU funds for [X days] of physical mobility [the number of days shall be equal to the duration of the physical mobility period plus travel days including green travel if applicable; if the participant is not going to receive financial support for a part or the entire mobility period, this number of days should be adjusted accordingly].

3.3 The total financial support for the mobility period is EUR […], corresponding to EUR [[for long-term mobility] […] per month and EUR […] per extra days] [[for short-term mobility] EUR 70 per day up to the 14th day of physical activity and EUR 50 per day from the 15th day [if applicable: and includes applicable top-ups] [if applicable: and includes EUR [...] for travel. [For zero-grant participants, the contribution for travel and individual support should be 0] [if applicable: and includes EUR […] for [….] funded travel days].

3.4 The reimbursement of costs incurred in connection with inclusion needs [If the participant is entitled to a travel grant: or expensive travel costs], when applicable, shall be based on the supporting documents provided by the participant.

3.5 The financial support may not be used to cover similar costs already funded by EU funds.

3.6 Notwithstanding article 3.5, 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 they carry out the activities foreseen in Annex I.

ARTICLE 4 – PAYMENT ARRANGEMENTS

4.1 Within 30 calendar days following the signature of the agreement by both parties or upon receipt of confirmation of arrival, and no later than the start date of the mobility period, a pre-financing payment shall be made to the participant representing [organisation to choose 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'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 EUSurvey 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. [In case the receiving organisation is identified as the responsible party in art 5.3, a specific document shall be attached to this grant agreement defining the conditions of the insurance provision and including the consent of the receiving organisation.]

5.2      Insurance coverage shall include at minimum a health insurance, [mandatory for traineeships and optional for studies:] a liability insurance and an accident insurance. [Explanation: In the case of intra-EU mobility, the participant’s national health insurance will include a basic coverage during their stay in another EU country through the European Health Insurance Card. However, this coverage may not be sufficient for all situations, for example in case of repatriation or special medical intervention or in case of international mobility. In that case, a complementary private health insurance may be needed. Liability and accident insurances cover damages caused by the participant or to the participant during their stay abroad. Varying regulation of these insurances is in place in different countries and participants run the risk of not being covered by standard schemes, for example if they are not considered to be employees or formally enrolled at the their receiving organisation. In addition to the above, insurance against loss or theft of documents, travel tickets and luggage is recommended. The National Agency may amend Article 5.2 if there is a justification to adapt the default requirements to the national context.]

[It is recommended to also include the following information:] [Insurance provider(s), insurance number and insurance policy]

5.3    The responsible party for taking the insurance coverage is: [the organisation OR the participant OR the receiving organisations] [In the case of separate insurances, the responsible parties may be different and will be listed here according to their respective responsibilities].

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

6.1. The participant must carry out the OLS language assessment in the language of mobility (if available) before the mobility period. The completion of the online assessment before departure is a pre-requisite for the mobility, except in duly justified cases.

6.2 [Optional-only if not included in the Learning Agreement] The level of language competence in [main language of instruction/work to be specified] that the student already has or agrees to acquire by the start of the mobility period is: A1☐ A2☐ B1☐ B2☐ C1☐ C2☐

6.3 [Only applicable to participants following an OLS language course] The participant will follow the OLS language course of their choice, starting as soon as they receive access and making the most out of the service. The participant will immediately inform the organisation if he/she is unable to carry out the course, before accessing it.

ARTICLE 7 – FINAL PARTICIPANT REPORT (EU SURVEY)

7.1. The participant shall complete and submit the participant report (via the online EU Survey tool) after the mobility abroad within 30 calendar days upon receipt of the invitation to complete it. Participants who fail to complete and submit the online final report may be required by their organisation to partially or fully reimburse the financial support received.

7.2 A complementary online survey may be sent to the participant allowing for full reporting on recognition issues.

ARTICLE 8 – DATA PROTECTION

8.1. The sending 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://erasmus-plus.ec.europa.eu/erasmus-and-data-protection/privacy-statement-mobility-tool>

ARTICLE 9 – LAW APPLICABLE AND COMPETENT COURT

9.1 The Agreement is governed by the Portuguese 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 For the [organisation

[name / forename] [name / forename / function]

[signature] [signature]

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

**Annex I**

**Learning Agreement for studies**

**Online Learning Agreement**

**Student Mobility for Studies**

**IMPORTANT INFORMATION: For the Erasmus+ 2021-2027 programme, Learning Agreements must be managed online. Higher Education Institutions can do this by using the** [**Online Learning Agreement platform**](https://learning-agreement.eu/) **or an equivalent system connected to the Erasmus Without Paper Network. Therefore, this template is provided by the European Commission for information purposes only and must not be used to manage Learning Agreements for studies. Please visit the Erasmus Without Paper Competence Centre for a more detailed data standard, to which all equivalent systems need to adhere. For further guidance on how to manage Online Learning Agreements – Please read the** [**Guidelines on how to use the Learning Agreement for studies**](https://ec.europa.eu/programmes/erasmus-plus/resources/documents/guidelines-how-use-learning-agreement-studies_en)**.**

**General information**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Student** | **Last name(s)** | **First name(s)** | **Date of birth** | | **Nationality** | | **Gender** |
|  |  |  | |  | |  |
| **ESI** | | **Study cycle** | | **Field of education**  **(ISCED)** | | **Field of education  (clarification)** |
|  | |  | |  | |  |
| **Sending Institution** | **Name** | **Faculty/Department** | | **Erasmus code** | **Country** | **Administrative contact person name; email; phone** | |
|  |  | |  |  |  | |
| **Receiving Institution** | **Name** | **Faculty/Department** | | **Erasmus code** | **Country** | **Administrative contact person name; email; phone** | |
|  |  | |  |  |  | |
| The level of language competence in \_\_\_\_\_\_\_\_ [indicate here the main language of instruction] that the student already has or agrees to acquire by the start of the study period is:  *A1*  *A2*  *B1*  *B2*  *C1*  *C2*  *Native speaker* | | | | | | | |

**Mobility type and duration**

|  |  |
| --- | --- |
| **Mobility type (select one)** | **Estimated duration (to be confirmed by the Receiving Institution)** |
| * Semester(s)  / Virtual component *(only if applicable)* * Blended mobility with short-term physical mobility * Short-term doctoral mobility  / Virtual component *(only if applicable)* | Planned period of the physical mobility:   * from [day (optional)/month/year] ……………. * to [day (optional)/month/year] …………… |
| **Please note: Based on the above selection, the relevant tables will be generated in the Online Learning Agreement to describe the study programme and recognition. Only applicable tables and fields below will be visible to the student, sending and receiving institution.** | |

**Study Programme at the Receiving Institution**

***Mobility type: Semester(s)***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | | | |
| **Table A** | **Component****code** (if any) | **Component title at the Receiving Institution** (as indicated in the course catalogue) | **Semester** [e.g. autumn/spring; term] | **Number of ECTS credits (or equivalent) to be awarded by the Receiving Institution upon successful completion** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  | **Total: …** |
| Web link to the course catalogue at the Receiving Institution describing the learning outcomes: [*web link to the relevant information*] | | | | |

**Recognition at the Sending Institution**

***Mobility type: Semester(s)***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  | | | | |
| **Table B** | **Component code**  (if any) | **Component title at the Sending Institution** (as indicated in the course catalogue) | **Semester** [e.g. autumn/spring; term] | **Number of ECTS credits (or equivalent) to be recognised by the Sending Institution** | **Automatic recognition** |
|  |  |  |  |  | *Yes*  *No* |
|  |  |  |  |  | *Yes*  *No* |
|  |  |  |  |  | *Yes*  *No* |
|  |  |  |  |  | *Yes*  *No* |
|  |  |  |  |  | *Yes*  *No* |
|  |  |  |  |  | *Yes*  *No* |
|  |  |  |  |  | *Yes*  *No* |
|  |  |  |  | **Total: …** |  |
| Provisions applying if the student does not complete successfully some educational components: *[web link to the relevant information]* | | | | | |

**If applicable, description of the virtual component at Receiving Institution and recognition at the Sending Institution**

***Mobility type: Semester(s)***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Table C** | **Component**  **code (if any)** | **Component title or description of the study programme at the Receiving Institution** | **Short description of the virtual component**  **(obligatory field):** | **Number of ECTS credits to be awarded** | **Automatic recognition** |
|  |  |  |  | *Yes*  *No* |
|  |  |  |  | *Yes*  *No* |
|  |  |  |  | *Yes*  *No* |
|  |  |  | **Total: …** |  |

**Study Programme at Receiving Institution and recognition at the Sending Institution**

***Mobility type: Blended mobility with short-term physical mobility***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Component**  **code (if any)** | **Component title or description of the mobility programme** | **Short description of the virtual component**  **(obligatory field):** | **Number of ECTS credits to be awarded** | **Automatic recognition** |
|  |  |  |  | *Yes*  *No* |
|  |  |  |  | *Yes*  *No* |
|  |  |  |  | *Yes*  *No* |
|  |  |  | **Total: …** |  |

**Study Programme at Receiving Institution and recognition at the Sending Institution**

***Mobility type: Short-term doctoral mobility***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Component**  **code (if any)** | **Component title or description of the mobility programme** | **Short description of the virtual component**  **(optional field):** | **Number of ECTS credits to be awarded** | **Automatic recognition** |
|  |  |  |  | *Yes*  *No* |
|  |  |  |  | *Yes*  *No* |
|  |  |  |  | *Yes*  *No* |
|  |  |  | **Total: …** |  |

**Commitment of the three parties**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| By digitally signing this document, the student, the Sending Institution and the Receiving Institution confirm that they approve the Online Learning Agreement and that they will comply with all the arrangements agreed by all parties. Sending and Receiving Institutions undertake to apply all the principles of the Erasmus Charter for Higher Education relating to mobility for studies The Beneficiary Institution and the student should also commit to what is set out in the Erasmus+ grant agreement. The Receiving Institution confirms that the educational components listed are in line with its course catalogue or as agreed otherwise and should be available to the student. The Sending Institution commits to recognise all the credits or equivalent units gained at the Receiving Institution for the successfully completed educational components and to count them towards the student's degree. The student and the Receiving Institution will communicate to the Sending Institution any problems or changes regarding the study programme, responsible persons and/or study period. | | | | | |
| **Commitment** | **Name** | **Email** | **Position** | **Date** | **Digital Signature** |
| Student |  |  | *Student* |  |  |
| Responsible person at theSending Institution |  |  |  |  |  |
| Responsible person at theReceiving Institution |  |  |  |  |  |

***Any Mobility type***

**Changes to the learning agreement**

***Mobility type: Semester(s)***

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **Exceptional changes to Table A**  (to be digitally approved by the student, the responsible person in the Sending Institution and the responsible person in the Receiving Institution) | | | | | |
| **Table A2** | **Component code** (if any) | **Component title at the** **Receiving Institution** (as indicated in the course catalogue) | **Deleted component** [tick if applicable] | **Added component** [tick if applicable] | **Reason for change** | **Number of ECTS credits (or equivalent)** |
|  |  |  |  |  | Choose an item. |  |
|  |  |  |  |  | Choose an item. |  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Exceptional changes to Table B (if applicable)**  (to be digitally approved by the student and the responsible person in the Sending Institution) | | | | | | | | |
| **Table B2** | **Component code** (if any) | **Component title at the** **Sending Institution** (as indicated in the course catalogue) | **Deleted component** [tick if applicable] | **Added component** [tick if applicable] | **Reason for change** | **Number of ECTS credits (or equivalent)** | **Automatic recognition** |
|  |  |  |  |  | Choose an item. |  | *Yes*  *No* |
|  |  |  |  |  | Choose an item. |  | *Yes*  *No* |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Exceptional changes to Table C (if applicable)**  (to be digitally approved by the student and the responsible person in the Sending Institution) | | | | | | |
| **Table C2** | **Component**  **code (if any)** | **Component title or description of the study**  **programme at the Receiving Institution** | **Short description of the virtual component**  **(obligatory field):** | **Reason for change** | **Number of ECTS credits to be awarded** | **Automatic recognition** |
|  |  |  |  |  | *Yes*  *No* |
|  |  |  |  |  | *Yes*  *No* |

***In case of changes to the learning agreement for mobility types: Blended mobility with short-term physical mobility or Short-term doctoral mobility, please create a new learning agreement***

**Glossary**

|  |  |
| --- | --- |
| **Term** | **Definition/Explanation** |
| **Nationality** | Country to which the person belongs administratively and that issues the ID card and/or passport. |
| **The European Student Identifier (ESI)** | A unique European Identifier number used to identify and authenticate students using the Erasmus+ Mobile App and/or the desktop version of the app to fill in and sign their online learning agreement. If the sending institution does not issue an ESI for its students an alternative mechanism for identifying and authenticating students can be accepted. For more information, visit the [Erasmus Without Paper Competence Centre](https://wiki.uni-foundation.eu/display/MAID/MyAcademicID). |
| **Study cycle** | Short cycle (EQF level 5) / Bachelor or equivalent first cycle (EQF level 6) / Master or equivalent second cycle (EQF level 7) / Doctorate or equivalent third cycle (EQF level 8). |
| **Field of education** | The [ISCED-F 2013 search tool](http://ec.europa.eu/education/international-standard-classification-of-education-isced_en) available at <http://ec.europa.eu/education/international-standard-classification-of-education-isced_en> should be used to find the ISCED 2013 detailed field of education and training that is closest to the subject of the degree to be awarded to the student by the Sending Institution. |
| **Erasmus code** | A unique identifier that every higher education institution that has been awarded with the Erasmus Charter for Higher Education (ECHE) receives. It is only applicable to higher education institutions located in Programme Countries. |
| **Administrative Contact person** | A person who provides a link for administrative information and who, depending on the structure of the higher education institution, may be the departmental coordinator or works at the international relations office or equivalent body within the institution. |
| **Mobility type: Semester(s)** | A study period abroad lasting at least one academic term/trimester or 2 months to 12 months |
| **Blended mobility** | Any mobility can be carried out as a “blended mobility” by combining the study period abroad with on virtual component at the receiving institution before, during or after the physical mobility to further enhance the learning outcomes. |
| **Short description of a virtual component** | An indication of whether the virtual component is an online course(s), embedded in an course(s) selected at the receiving institution, embedded in a blended intensive programme and/or other type of online activity at the receiving institution along with component title(s) or short description of the online activity. |
| **Blended mobility with short term physical mobility** | If a long-term physical mobility is not suitable, the student may undertake a study period abroad lasting between 5 days and 30 days and combined with a compulsory virtual component to faciliate an online learning exchange and/or teamwork. |
| **Short-term doctoral mobility** | A study period abroad lasting between 5 days and 30 days. An optional virtual component to faciliate an online learning exchange and/or teamwork can be added to further enhance the learning outcomes. |
| **ECTS credits (or equivalent)** | In countries where the ["ECTS" system](https://ec.europa.eu/education/ects/users-guide/docs/ects-users-guide_en.pdf) is not in place, in particular for institutions located in Partner Countries not participating in the Bologna process, "ECTS" needs to be replaced in the relevant tables by the name of the equivalent system that is used, and a web link to an explanation to the system should be added. |
| **Automatic recognition** | All credits gained abroad– as agreed in the Learning Agreement and confirmed by the Transcript of Records – will be transferred without delay and counted towards the students' degree without any additional work or assessment of the student. This is signalled in the learning agreement by the “Yes” check box. If the “No” check box is selected, a clear justification needs to be provided and an indication on what other type of formal recognition will be applied e.g. registration in the students’ [diploma supplement](https://europa.eu/europass/en/diploma-supplement) or [Europass](https://europa.eu/europass/en) Mobility Document. |
| **Educational component** | A self-contained and formal structured learning experience that features learning outcomes, credits and forms of assessment. Examples of educational components are: a course, module, seminar, laboratory work, practical work, preparation/research for a thesis, mobility window or free electives. |
| **Level of language competence** | A description of the European Language Levels (CEFR) is available at: <https://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr> |
| **Course catalogue** | Detailed, user-friendly and up-to-date information on the institution’s learning environment that should be available to students before the mobility period and throughout their studies to enable them to make the right choices and use their time most efficiently. The information concerns, for example, the qualifications offered, the learning, teaching and assessment procedures, the level of programmes, the individual educational components and the learning resources. The Course Catalogue should include the names of people to contact, with information about how, when and where to contact them. |
| **Responsible person at the Sending Institution** | An academic who has the authority to approve the Learning Agreement, to exceptionally amend it when it is needed, as well as to guarantee full recognition of such programme on behalf of the responsible academic body. The name and email of the Responsible person must be filled in only in case it differs from that of the Contact person mentioned at the top of the document. |
| **Reasons for deleting a component** | Previously selected educational component is not available at the Receiving Institution  Component is in a different language than previously specified in the course catalogue  Timetable conflict  Other (please specify) |
| **Reason for adding a component** | Substituting a deleted component  Extending the mobility period  Adding a virtual component  Other (please specify) |

**Annex II**

**General Conditions**

**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 Portugal, 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 Portugal 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[[1]](#footnote-1) (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 Portugal or by any other outside body authorised by the European Commission or the National Agency of Portugal to check that the mobility period and the provisions of the agreement are being properly implemented.

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**Annex III**

**Erasmus Student Charter**

Este documento está disponível em

<https://www.erasmusmais.pt/documentacao-contratual-2021>



**Erasmus student charter**

The Erasmus+ programme aims to support the educational, professional and personal development of the participating students and graduates. It also seeks to promote equal opportunities and access, inclusion, diversity and fairness across all its actions.

Finally, the programme contributes to achieving the EU’s goals related to digital transformation, sustainable development and active citizenship. The Erasmus Student Charter reflects the above- mentioned values and priorities, aiming to adequately inform participants about their entitlements and obligations and ensure the successful implementation of their mobility.

Erasmus+

**programme**

**Enriching lives, opening minds.**

BEFORE THE MOBILITY PERIOD

**YOUR ENTITLEMENTS**

You are entitled to receive guidance on the application process and information on the receiving institution/ organisation, as well as on activities available for the mobility period abroad.

You are entitled to receive a pre-financing payment within 30 calendar days following the signature of the agreement by both parties or upon receipt of confirmation of arrival, and no later than the start date of the mobility period.

If you are engaging in student mobility for studies, you should be able to sign a digital online learning agreement setting out

the details of the activities abroad. If agreed with your institution, you may sign the online learning agreement via the Erasmus+ Mobile Application.

You are entitled to receive information on the automatic recognition procedures and grading system used by the receiving institution.

You are entitled to receive information on obtaining insurance, finding housing, securing a visa (if required), and facilities/support available for those with special needs.

**YOUR OBLIGATIONS AND DUTIES**

You must sign a grant agreement with the sending institution and a learning agreement with the sending and the receiving institution, setting out the details of the activities abroad, which is the basis for ensuring the automatic recognition of your mobility period abroad (through spelling out the credits you are expected to earn and counting them towards your home degree).

You need to undergo an online language assessment free of charge through the Online Language Support after being selected (provided this is available in the main language of instruction / work abroad), so as to evaluate your level and get opportunities to access specific features fitting your language learning needs to make the most of your learning period abroad.

Upon receiving the information and guidance on obtaining insurance from your Higher Education Institution, you should ensure that you have health insurance coverage for your stay abroad. In the case of student mobility for traineeships, you should ensure, together with your traineeship host, that you take up also liability and accident insurance coverage.

DURING THE MOBILITY PERIOD

**YOUR ENTITLEMENTS**

You are entitled to be treated equally to the home students/employees and not be discriminated against on the basis of your age, ethnic origin, race, nationality, membership of a national minority, culture, language, gender, sexual orientation, marital status, caring or parental responsibilities, illness, ability or disability, mental health status, medical condition, physical appearance, socio-economic background, religious faith or affiliation or lack thereof, political affiliation or opinions or lack thereof, or any other irrelevant distinction.

You are entitled to academic freedom in communicating or sharing ideas and facts, as well as in any potential research you might carry out throughout your mobility period.

You are entitled to benefitting from networks of mentors and buddies where available at the receiving institution/ organisation.

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You are entitled to be heard in and informed about student organisations on campus, the governance and quality assurance systems of the receiving institution, as well as any relevant student support services (e.g. student unions and student representatives, ombudspersons).

You are entitled to continue receiving the same student grants or loans from your sending country while abroad.

You are entitled to additional financial support, in the form of top-ups, if you are a participant with fewer opportunities or if you choose to travel with green means of transport.

You must not be charged fees for tuition, registration, examinations or for accessing laboratory and library facilities during the mobility period.

You are entitled to request changes to the learning agreement within the deadline decided by the sending and receiving institutions. You are entitled to submit a request for extending the duration of the mobility period to your sending institution.

**YOUR OBLIGATIONS AND DUTIES**

You must respect the rules and regulations of the receiving institution/organisation and of the hosting country, including, among others, conduct, health and safety regulations.

**P.2**

You must respect the code of conduct of your receiving institution, by recognising the diversity of the community and not discriminating against others on the basis of their age, ethnic origin, race, nationality, membership of a national minority, culture, language, gender, sexual orientation, marital status, caring or parental responsibilities, illness, ability or disability, mental health status, medical condition, physical appearance, socio-economic background, religious faith or affiliation or lack thereof, political affiliation or opinions or lack thereof, or any other irrelevant distinction.

You must act responsibly and respectfully towards your local and academic community. Behaving in a respectful manner towards others implies respecting the law and, among others, that you do not harass or bully others.

You must engage in a behaviour that does not pose any health or safety risk to yourself or others. You must respect the health and safety standards of your institutions/organisations and of the hosting country.

You must respect the principle of academic integrity and endeavour to perform to the best of your ability in all relevant examinations or other forms of assessment.

You are encouraged to take full advantage of all the learning opportunities available at the receiving institution/organisation, as well as maximising the benefits of your time abroad by taking an active part in the local society through intercultural or civic engagement activities/projects.

You may be charged a small fee (on the same basis as local students) for costs such as insurance, student unions membership or the use of study-related materials and equipment.

You must submit any request to possibly extend the duration of the mobility period at least one month before the end of the originally planned period.

Together with the sending and the receiving institutions, you must ensure that the changes to the learning agreement are validated after the request has been submitted.

**Erasmus Student Charter**

AFTER THE MOBILITY PERIOD

**YOUR ENTITLEMENTS**

You are entitled to receive full automatic academic recognition from the sending institution for the activities satisfactorily completed during your mobility period, in accordance with the learning agreement.

You are entitled and encouraged to request the Europass Mobility document if you are a recent graduate from a higher education institution located in a Programme Country.

You are entitled to receive a transcript of records, if possible in a digital format, from the receiving institution within five weeks of the publication of your results, showing the credits and grades achieved. Upon receipt of the transcript of records, the sending institution will provide you with complete information on the recognition of your achievements.

If enrolled in a higher education institution located in a Programme Country, you are entitled to have the recognised components included in the Diploma Supplement. You are entitled to receive the Diploma Supplement, if possible, in a digital format, also in its original language version.

When doing a traineeship, you are entitled to receive a traineeship certificate, if possible, in a digital format, from the receiving organisation/institution, summarising the tasks carried out and providing an evaluation. The sending institution will also give you a transcript of records, if specified in the learning agreement. If the traineeship was not part of the curriculum, you may request to have it recorded in the Europass Mobility document and if you are enrolled in a higher education institution located in a member country of the Bologna Process, the mobility period should be additionally recorded in your Diploma Supplement.

**YOUR OBLIGATIONS AND DUTIES**

You must fill in a participant report to provide feedback on your Erasmus+ mobility period to your sending and receiving institutions, to the relevant Erasmus+ National Agency and to the European Commission.

Based on your experiences, the European Commission and the Erasmus+ National Agencies can then assess how to improve and enrich the Erasmus+ Programme for future generations.

You are encouraged to share your mobility experience with friends, fellow students, staff in the home institution, journalists etc. to let other people know and benefit from the experience. To this end, you are encouraged to use the Erasmus+ Mobile Application and share your tips with future students.

You are encouraged to join local and national alumni communities and Erasmus+ Alumni Associations, student organisations and projects that promote Erasmus+ and its values, as well as mutual understanding between people, cultures and countries and internationalisation at home.



**P.3**

THROUGHOUT THE MOBILITY PERIOD

**YOUR ENTITLEMENTS**

You are entitled to equal and equitable access and opportunities under the Erasmus+ programme, as well as to fair, inclusive and transparent procedures at all stages of your mobility

In case you encounter a problem or believe your rights are not respected, you may first contact your sending or receiving institution/organisation and seek a solution with them. You should identify the problem clearly and contact the relevant responsible person, according to the nature of the problem. Their names and contact details should be mentioned in the learning agreement. If necessary, you should go through the formal appeals procedures

established at the sending or receiving institution/ organisation. If your sending or receiving institution/ organisation fails to fulfil the obligations outlined in the Erasmus Charter for Higher Education or in your grant agreement, you may contact the relevant Erasmus+ National Agency.

Student unions and student representatives, both of your sending and receiving institutions, can be of assistance to you. The sending and receiving institutions can indicate to you where to find the contacts of the local student unions and representatives.

**YOUR OBLIGATIONS AND DUTIES**

To support you through every step of your mobility, you are encouraged to download the Erasmus+ Mobile App, which is your first entry point to the relevant services, tips and opportunities for your mobility period abroad.

You are also invited to make use of the Online Language Support designed for the Erasmus+ programme partici- pants, so as to get access to language learning specific features which will help you master the languages you wish to talk in your daily life or mobility activities.

You are encouraged to be mindful about the impact of your mobility on the environment, for instance by taking actions that would reduce the carbon footprint of your travels.

Please get in touch with your sending and receiving insti- tutions/organisation on what are the options available to you to make your Erasmus+ experience more environ- mentally friendly.

**P.4**

WHAT IF YOU DO NOT RESPECT THIS CHARTER?

Your sending and/or receiving institution may decide to end your mobility period abroad.

1. 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://ec.europa.eu/programmes/erasmus-plus/specific-privacy-statement_en> [↑](#footnote-ref-1)