**Annex IIb – GrantAgreement for Erasmus+ International Credit Mobility**

**for Staff Mobility for Teaching and Training**

**between institutions fromProgramme and Partner Countries**

**Middlesex University, UK - Erasmus Code: UK LONDON067**

The Burroughs, London NW4 4BT United Kingdom

Called hereafter "the institution", represented for the purposes of signature of this agreement by Dr. Nosheen Rachel Naseem, Erasmus and International Exchange Manager, of the one part, and

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Mr/Mrs/Ms | [Participant name and forename] | | MDX Staff Number (if applicable): |  |
| Date of birth: |  | | Nationality: |  |
| Address: | [official address in full] | | Phone: | [+country code] |
| E-mail: |  | | Sex: | [M/F] |
| Academic year: | 20xx/20xx | | Seniority in the position: | [Junior (approx. < 10 years of experience), Intermediate (approx. > 10 and < 20 years of experience) or Senior (approx. > 20 years of experience)] |
| Department/unit: | [degree in sending institution] | | ISCED-F code |  |
| Participant with: | ☐ a financial support from Erasmus+ EU funds  ☐ a zero-grant  ☐ a financial support from Erasmus+ EU funds combined with zero-grant  The financial support includes:  ☐ special needs support | | | |
| **Bank account details** | | | | |
| Bank account where the financial support should be paid: | |  | | |
| Bank account holder (if different than student): | |  | | |
| Bank name: | |  | | |
| Bank complete address with country: | |  | | |
| Clearing/BIC/SWIFT number: | |  | | |
| Account/IBAN number: | |  | | |

Called hereafter “the participant”,of the other part,

Have agreed to the Special Conditions and Annexes below which form an integral part of this agreement ("the agreement"):

**Sub-Annex Ia–MobilityAgreement for Erasmus+ ICM for Staff Teaching** (separate document)

**Sub-Annex Ib – Mobility Agreement for Erasmus+ ICM for Staff Training** (separate document)

**Sub-Annex II–General Conditions** (subsequent pages)

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

*[It is not compulsory to circulate papers with original signatures for Sub-Annex I of this document: scanned copies of signatures and electronic signatures may be accepted, depending on the national legislation.]*

**SPECIAL CONDITIONS**

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

1.1 The institution shall provide 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 supportspecifiedin article 3 and undertakes to carry out the mobility activity for[teaching/training/teaching and training]as described in Sub-Annex I.

1.3. Amendments to the agreement, including to the start and end dates, 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 period of the **mobility project**shall start on the1st June 2015 at the earliest and end on 31stMay 2017.The **mobility period** shall start on **[……………………..] and end on [……………………..].** The start date of the mobility period shall be the first day that the participant needs to be present at the receiving institution.The end date of the period abroadshall be the last day the participant needs to be present at the receiving institution.Travel time is excluded from the duration of the mobility period.

2.3 The participantshall receive a financial support from Erasmus+ EU funds for[…]days of activity and […] days of travel.

If applicable, the participant shall receive a financial support other than Erasmus+ EU funds for […] days for activity.

2.4 The total duration of the mobility period shall not exceed 2 months, with a minimum of 5 days per mobility activity. A minimum of 8 hours of teaching per week has to be respected. For a mobility period exceeding a full week, the minimum number of teaching hours per extra day is calculated as: 8 hours divided by 5, multiplied by the number of extra days.

[For teaching mobility: The participant shall teach a total of […] hours in [...] days.

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 originally planned mobility period, the agreement shall be amended accordingly.

2.6 The Certificate of Attendance shall provide the effective start and end dates of the mobility period.

ARTICLE 3–FINANCIAL SUPPORT

3.1. The participant shall receive €[…] corresponding to individual support and €[…] corresponding to travel. The amount of individual support is€[…] per day up to the 14th day of activity and €[…] per day from the 15th day. The final amount for the mobility period shall be determined by multiplying the number of days of the mobility specified in article 2.3 with the individual support rate applicable per day for the receiving country and adding the contribution for travel to the amount obtained.]

If applicable, the financial support other than Erasmus+ EU funds for the mobility period is €[…].

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 costs already funded by EU funds.

3.4 Notwithstanding Article 3.3, 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 carry out the mobility activity in compliance with the terms of the agreement. However, reimbursement shall not be requested when the participant has been prevented from completing his/her mobility activities as described in Sub-Annex I due to force majeure. Such cases shall be reported by the institution and accepted by the National Agency.

ARTICLE4 – 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, a payment shall be made to the participant **representing100% of the individual financial support plus the full travel grant** from Erasmus+ EU funds specified in Article 3.

4.2 If ever payment under Article 4.1 is lower than 100% of the financial support, the submission of the online EU survey (see article 6) shall be considered as the participant's request for payment of the balance of the financial support from Erasmus+ EU funds. The institution shall have 45 calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.

4.3. The participant must provide proof of the actual dates of start and end of the mobility period, based on a certificate of attendance provided by the receiving organisation.

ARTICLE 5 –INSURANCE

5.1 All Middlesex University students and staff travelling abroad on behalf of the University of are covered by Middlesex University’s Travel Insurance policy. It is up to the host institution in the Partner Country if they decide to accept this policy. In cases where the cover is deemed insufficient/unacceptable, the participant will need to purchase appropriate cover as required by the host institution in the Partner Country. The University Travel Insurance policy is currently with Zurich Municipal and is renewed annually on the 1st November. Please note that the policy is only valid whilst the participant is engaged in activities directly related to Middlesex University. It is also the responsibility of the participant to purchase private cover for any additional activities or leisure pursuits undertaken.

5.2 Incoming students and staff arriving at Middlesex University are covered by the University Public Liability and Employers Liability policies after their arrival and only while engaged in activities at Middlesex University and during the attendance dates provided in article 2.2. Therefore, it is the responsibility of the incoming participant to arrange private Travel / Health cover for the original journey to Middlesex University and for return travel to the Partner Country upon completion of the exchange.

ARTICLE 6 – EU SURVEY

6.1 The participant shall complete and submit the online EU Survey after the mobility abroad within 30 calendar days upon receipt of the invitation to complete it.

6.2 Participants who fail to complete and submit the online EU Survey may be required to partially or fully reimburse the financial support received.

ARTICLE7 – LAW APPLICABLE AND COMPETENT COURT

7.1 The Agreement is governed by the law of England and Wales.

7.2 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.

|  |  |
| --- | --- |
| **Signatures** | |
| **For the participant** | **For Middlesex University** |
|  | Dr Nosheen Rachel Naseem  Erasmus and International Exchange Manager |
|  |  |
| Done in London, \_\_\_/\_\_\_/\_\_\_\_\_\_\_ | Done in London, \_\_\_/\_\_\_/\_\_\_\_\_\_\_ |

**Sub-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 National Agency of United Kingdom, 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 United Kingdomor 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 agreementends 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 shallbe 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 organisation.

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