



Erasmus+

oead

Nationalagentur
Erasmus+ Bildung
National Agency
Erasmus+ Education

This English translation is provided for your reference only. You must sign the German version of the agreement, which will be made available through the Students-Online portal. Only the German version of the agreement is legally valid and binding.

AGREEMENT
regarding the award of an
Erasmus+ mobility grant for a study period abroad in the
contract year «studienjahr_bez»

between

the OeAD (Österreichische Austauschdienst)-Gesellschaft mit beschränkter Haftung – Austrian Agency for International Cooperation in Education and Research (OeAD-GmbH), Commercial Register Number 320219 k (Commercial Court of Vienna), Registered Office A-1010 Vienna, Ebendorferstraße 7, as a legal entity of the Austrian National Agency for Erasmus+ Education, hereafter referred to as “NA”,

and represented by the local Erasmus-Office,
itself represented for the signature of this Agreement by
the contact person and

First name Last name

hereafter referred to as “the Participant”

Date of birth: —

Nationality: —

Address: —

Telephone: —

E-Mail: —

Gender: —

Contract year: —

Home institution: —

Erasmus code of home institution: —

Host country: —

Host institution: —

Erasmus code of host institution: —

Duration of stay abroad: —

Level of studies: —

ISCED code: —

Number of semesters already completed: —

Reference number: —

Participant with: Financial assistance from EU and/or Austrian funding bodies : EUR —

The mobility grant is supported by funding from the European Commission and from the Austrian Federal Ministry of Education, Science and Research (BMBWF).

Participant's bank account details:

Name of bank: —

Account holder: —

IBAN: —

BIC/SWIFT: —

The NA and the Participant have agreed the following terms and conditions regarding the award of a financial grant for implementation of a mobility activity. The Supplements listed below also form a binding part of this Agreement, whereby in the event of any inconsistencies, the following conditions shall take precedence over the regulations in the Supplements:

Supplement I Learning Agreement for Erasmus+ mobility for studies

The Learning Agreement is integral to the present Agreement, but is not enclosed with it. The Learning Agreement is concluded between the Participant, the host institution and the home institution, and must subsequently be kept together with the present Agreement by the Participant.

Supplement II Erasmus+ Student Charter

Available online at: <https://bildung.erasmusplus.at/studentinfo>

Relevant forms such as the Confirmation of Attendance or the Application for extension can also be found via this link.

ARTICLE 1 – SUBJECT MATTER OF THE CONTRACT

- 1.1 The NA awards financial support ("mobility grant") to the Participant as part of the EU Erasmus+ programme for implementation of a mobility activity for study purposes.
- 1.2 The Participant accepts the mobility grant of the amount specified in Article 6.1, and undertakes to complete the mobility activity as described in Supplement I, in accordance with the conditions of the present contract.
- 1.3 The Participant shall ensure that the Learning Agreement (Supplement I) is properly signed before commencement of the mobility period, and that it is kept together with the Agreement.
- 1.4 Both parties to the contract may propose and agree amendments to the contract by means of formal written or electronic communication. Changes to the Agreement that are agreed orally shall be ineffective.
- 1.5 Students are not permitted to obtain Austrian aid for studying abroad under the Austrian Study Support Act or any other grant from Austrian federal funds or from European Commission funds for the same activity (prohibition of double funding). The awarding of any such grant must be reported to your Erasmus-Office without delay. Recipients of an Austrian study grant shall be under an obligation to request aid for their study abroad from the study grant authority. In the event that the request is approved this Erasmus+ contract must be terminated and another Erasmus+ contract must be concluded with the NA.

ARTICLE 2 – COMMENCEMENT, DURATION AND VERIFICATION OF THE MOBILITY PERIOD

- 2.1 The Agreement shall be effective from the date of signature of the last of the parties to the contract. Signature of the Agreement shall be effected by signing two printed copies of the Agreement, which must be submitted by the Participant in person or by registered mail to the local Erasmus-Office for countersignature; following submission of two printed copies, the Participant will be sent one of the countersigned originals.
- 2.2 The funded mobility period shall commence at the earliest on --- and end at the latest on ---. The start date of the mobility period refers to the first date upon which the Participant must be present at the host institution. The end date of the mobility period abroad refers to the last date upon which the Participant must be present at the host institution.
- 2.3 The minimum periods for Erasmus+ study abroad periods shall be three whole months; mobility periods that last for less than this will not be funded. One whole month includes e.g. the period between 7 March and 6 April.
- 2.4 The full duration of the mobility period(s), including any participation under the previous Erasmus sub-programme within the Lifelong Learning Programme, or under the Erasmus Mundus programme (grant recipients), may not exceed 12 months per study cycle¹.
- 2.5 Applications for an extension to the duration of the mobility period must be submitted at least one month before the mobility period expires (see Article 5).
- 2.6 The actual duration of the mobility period must be attested by the Participant by submitting either the signed Transcript of Records from the host institution or an original Confirmation of Attendance, signed by the host institution. This document must state and confirm the exact actual start and end date of the mobility period. Confirmation documents shall only be accepted if issued during the final week of the mobility period at the earliest.

ARTICLE 3 – LAPSE CLAUSE

- 3.1 Any payment by the NA can only be made after both parties have signed the Agreement.
- 3.2 A grant can only be awarded for a stay abroad that commenced before the Agreement became effective if the Participant proves that there were unavoidable reasons for why the stay abroad had to start before the Agreement was signed.
- 3.3 The right to payment of the grant shall lapse if the Agreement has not been signed by both parties by no later than 30 days before the end of the mobility period as specified in Article 2.2.

ARTICLE 4 – COMMUNICATION and OBLIGATIONS TO INFORM INCUMBENT UPON THE PARTICIPANT

- 4.1 Communications with the Participant from the National Agency and/or the Erasmus department shall be in writing via e-mail and/or post.
- 4.2 The Participant must inform the local Erasmus-Office and the department responsible or the contact at the home institution without delay of the receipt of Austrian aid for studying abroad in accordance with the Austrian Study Support Act during the Erasmus+ mobility period.
- 4.3 The Participant must notify the local Erasmus-Office without delay of any premature termination of the mobility period.
- 4.4 The Participant undertakes to notify the NA via the local Erasmus-Office without delay of any change to their mobility period or their data, or to update their data themselves in the online database, provided that this Agreement is valid.

¹ First Cycle: Bachelor; Second Cycle: Master; Third Cycle: PhD. Degree study programmes are considered "One cycle study programmes" for which the mobility periods cannot exceed a total of 24 months.

ARTICLE 5 – EXTENSION

- 5.1 The Erasmus+ mobility period can be extended in accordance with the months available (maximum 12 months in total per study cycle, the corresponding agreements in the inter-institutional agreements of the participating university institutions must also be taken into account).
- 5.2 The extension must directly follow on from the mobility period already agreed, meaning that there is one single consistent Erasmus+ study period abroad which commences from the first date of the original contractual period and ends on the last date of the extension period.
- 5.3 The extension period must amount to at least 15 days.
- 5.4 For any extension to the mobility period the Participant must submit a completed application for extension that is also confirmed by the host institution to the department responsible or the contact at the home institution no later than one month before the relevant extension period commences. Following a review of the relevant need, the home institution can approve the extension and nominate the Participant to the NA.
- 5.5 Any nomination by the home institution does not give rise to a legal claim for an additional mobility grant for the extension. A grant can only be awarded for the extension depending on the funds available. Any right to payment of an additional grant for the extension only arises after signing of the “Additional Agreement for the extension of an Erasmus+ study abroad period” in good time by both the Participant and the NA.
- 5.6 The number of extended months and days as well as any grant for the extension will be calculated based on the total duration of the study period abroad. This total study period abroad awarded must be attested through submission of the Confirmation of Attendance and forms the basis for the final accounting for the grant down to the last day. Confirmation documents shall only be accepted if issued during the final week of the mobility period at the earliest.

ARTICLE 6 – AMOUNT OF THE MOBILITY GRANT

- 6.1 The maximum value of the mobility grant for the mobility period shall be EUR ---, calculated for -- months and --- days. If the mobility period lasts longer than originally calculated, the grant shall only be increased if an additional agreement on the extension is concluded beforehand between the NA and Participant (see Article 5.4).
- 6.2 The final applicable amount of the grant for the mobility period up to the maximum amount under Article 6.1 will be calculated by multiplying the actual and verified duration of the mobility period in months/days by the monthly allowance applicable for the relevant destination country. For incomplete months the funding is calculated by multiplying the number of days of the incomplete month by 1/30th of the monthly allowance².
- 6.3 The mobility grant awarded through this Agreement may not be used to cover costs that are already paid or funded from other EU funds or Austrian federal funds (prohibition of double funding). Other additional sources of funding, including revenues which the Participant obtains from work alongside their studies, will not reduce the right to claim this funding, provided that the Participant properly carries out the activities stipulated in Supplement I.

ARTICLE 7 – PAYMENT TERMS

- 7.1 The NA will make an initial payment to the Participant amounting to 80% of the sum specified in Article 6.1, within 30 days after the Agreement is signed by both parties.

² Amounts are rounded according to standard commercial practice.

- 7.2 The Participant undertakes to submit the original Transcript of Records or Confirmation of Attendance from the host institution to the local Erasmus-Office without delay after obtaining it, and at the latest within 30 days after the end of the funded mobility period, and to complete and submit the online EU Survey fully and accurately within 30 calendar days after receiving the request to do so. Submission of the Transcript of Records or Confirmation of Attendance, together with submission of the completed online EU Survey, shall constitute the Participant's application for payment of the remaining sum due. Providing that all conditions for payment of the remaining sum are met, the NA will complete the final accounting within 45 days and pay any remaining sum due. In the event that the final accounting results in a total that is less than the payment in advance, the Participant must return the difference within 30 days of receiving a written request to that effect from the NA.
- 7.3 Any transfer fees incurred for non-SEPA compliant payments (in particular to bank accounts in countries outside the EU/EEA) shall be borne by the Participant in their entirety.

ARTICLE 8 – RECOGNITION, DUTIES TO PROVIDE INFORMATION

- 8.1 The Participant undertakes to have the examinations taken abroad recognised academically within two months of the end of the agreed mobility period, with the recognition of successful academic performance proven through the number of ECTS credits corresponding with the nomination or the successful continuation of the bachelor's, master's, diploma or doctoral thesis. The recognition must have been completed by 30 November 2019 at the latest for participants whose study abroad period ends in June 2019 or later. Evidence of the recognition must be submitted by the Participant following a request by the local Erasmus-Office and/or the NA (including after final accounting and payment of the remaining amount).
- 8.2 An Erasmus(+) study period abroad should result in 30 ECTS Credits per semester. The recognition must be proven through three ECTS Credits per month as a minimum requirement for payment of the mobility grant (parts of months up to a period of 14 days will not be taken into account and from 15 days will be taken into account in full for this purpose). If the Erasmus+ mobility period is extended, the entire period of the Erasmus+ mobility period shall be used as a basis for determining the minimum ECTS Credits to be provided.
- 8.3 Courses which are not an integral part of the study programme at the home institution and for which the subsequent recognition is not agreed in the Learning Agreement shall have the corresponding credits marked in the Transcript of Records, but shall not be relevant for recognition of the academic performance for calculation of the final mobility grant within the scope of the Erasmus+ mobility period. They shall therefore equally not come under the academic performance to be provided for the minimum performance.
- 8.4 The Participant undertakes to submit all information requested by the NA, the European Commission or any external institution appointed by either of these two institutions in order to satisfy themselves of the proper implementation of the measure and of the proper application of the Agreement.

ARTICLE 9 – REPAYMENT OBLIGATIONS

- 9.1 The Participant undertakes to repay the Erasmus+ mobility grant in its entirety if he or she
- does not take up the mobility period;
 - ends the mobility before the end of the stipulated minimum stay abroad (see point 9.2 for exceptions);
 - receives Austrian aid for the study abroad simultaneously or after the event in accordance with the Austrian Study Support Act for the entire period funded in the Agreement

- or obtains any other grant from Austrian federal funds or from European Commission funds for the same activity (prohibition of double funding);
- d) does not fulfil the obligation to submit appropriate evidence in good time (see Article 2.6) of the actual duration of the mobility period despite one written reminder or does not complete and submit the EU Online Survey within the stipulated period;
- e) is unable based on their own culpability to provide evidence of the recognition or cannot do this to the extent required following a request by the NA and/or the local Erasmus-Office
- f) has received the grant based on inaccurate or incomplete statements.
- 9.2 The Participant undertakes to repay the Erasmus+ mobility grant proportionally if he or she
- a) prematurely terminates the mobility period through no fault of their own on verifiable grounds. Justified cases for a termination shall include in particular illness, important family obligations, as well as unavoidable or unforeseeable serious events ("force majeure"). In such cases, the Participant shall be entitled to retain the aliquot proportion of the grant for the amount equating to the actual length of the terminated study abroad period. The funds paid out beyond this must be returned.
- b) submits evidence from the host institution for a mobility period which falls below the length of time stated under Article 2.2. The entire grant must be repaid, however, if the period falls below the minimum duration of three whole months.
- c) is unable through no fault of their own to provide evidence of the completion and/or recognition of at least three ECTS Credits per month of the mobility period on verifiable grounds. Justified cases shall include in particular illness, important family obligations, as well as unavoidable or unforeseeable serious events.
- 9.3 Claims for reimbursement by the NA (e.g. on account of a lack of recognition or deficient recognition or a failure to fulfil terms and conditions of contract) shall be permitted and must be fulfilled, including after settlement/payment of the remainder in accordance with Article 7.2.

ARTICLE 10 – INSURANCE

- 10.1 The Participant undertakes to ensure that they have adequate health, casualty and third-party liability insurance for the duration of their mobility period. The award of the mobility grant does not include insurance coverage.

ARTICLE 11 – ONLINE LINGUISTIC SUPPORT (OLS)

- 11.1. The participant undertakes to have their language skills assessed online in each case prior to and at the end of the mobility period. This shall apply if the main working language is one of the 24 official languages of the EU (English, French, German, Italian, Spanish, Dutch, Danish, Greek, Polish, Portuguese, Swedish, Czech, Bulgarian, Finnish, Croatian, Romanian, Slovak, Hungarian, Estonian, Irish, Latvian, Lithuanian, Maltese, Slovenian). This regulation does not apply to native speakers. The invitation for the assessment will be sent via e-mail by the home institution in good time prior to the start of the mobility period. Successful completion of the first assessment is an essential prerequisite for taking up the Erasmus+ study abroad period. If a licence for an online language course was awarded following the assessment, the Participant undertakes to use this straight away and to the maximum possible extent, or to notify the home institution without delay if the licence cannot be utilised.

ARTICLE 12 – EU ONLINE SURVEY

12.1 The Participant shall complete the EU Online Survey following the mobility period abroad and submit this within 30 calendar days of receipt of the request for completion via the electronic system in which the report is completed.

ARTICLE 13 – EXCLUSION OF LIABILITY

13.1 The relevant party to the contract shall only be liable for damages caused to the other party to the contract or its employees through implementation of this Agreement if the former is guilty of wilful intent or gross negligence.

13.2 The liability of the European Commission and the NA and of their employees shall be excluded for claims based on this Agreement and which relate to damages suffered within the scope of the study abroad period. The European Commission and the NA will reject any request for compensation payments accordingly.

ARTICLE 14 – TERMINATION OF THE ERASMUS+ CONTRACT

14.1 If the Participant fails to fulfil the obligations arising from this Agreement, the NA shall be entitled to terminate the Erasmus+ contract at any time in writing without prejudice to the consequences foreseen for this in accordance with the applicable law, unless the Participant takes adequate actions to restore the condition in accordance with the contract and/or to fulfil all of their contractual obligations within one month of notification of the breach of obligation via registered letter. The Participant must repay the entire mobility grant to the NA without delay in the event that the contract is terminated.

ARTICLE 15 – DATA PROCESSING

15.1 Data related to the participant and associated with this Agreement will be processed exclusively based on the legal regulations (in their relevant latest applicable version). Detailed information on this is summarised at:

<https://oead.at/de/datenschutz/#11-antragstellung-und-foerderungsabwicklung-erasmus>

ARTICLE 16 – APPLICABLE LAW

16.1 This Agreement is subject to Austrian law exclusively.