



CARL VON OSSIETZKY UNIVERSITY OF OLDENBURG | D OLDENBU01

Address: Ammerländer Heerstraße 114-118, 26129 Oldenburg, Germany

Called hereafter „the institution“, represented for the purposes of signature of the agreement by
Christa Weers, Erasmus+ Institutional Coordinator of the one part, and

MR/MS. MAXIMA MUSTERMANN

Date of Birth: 01.01.XXXX

Nationality: xxx

Address: Musterstr. 1, 26129 Oldenburg

Sex: f

E-mail: maxima.mustermann@uni-oldenburg.de

Academic Year: 2020/2021

Study cycle¹: 2 Cycle

Subject Area: Education

ISCED-F-Code: 0111 Education science

Number of completed higher education study years: 2

Host University ERASMUS-Code: S BEISPIELUNI01

Student with:

- a financial support from Erasmus+ EU funds
- a zero grant
- a financial support from Erasmus+ EU combined with zero-grant²

The financial support includes:

- special needs support
- financial support to students with disadvantaged background
 - parents with child/children;
 - Minor disability according to German national definition

Bank account where the financial support should be paid:

Bank Account holder (if different than student): Maxima Mustermann
 Bank name: Musterbank Oldenburg
 Clearing/BIC-/SWIFT Number: XXX
 Account/IBAN number: XXX

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”):

- Annex I Learning Agreement for Erasmus+ mobility for studies (scan or copy)
- 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.

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 studies 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 as described in 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.

¹ 1. Cycle: Bachelor | 2. Cycle: Master | 3. Cycle: PhD | Single course of studies (e.g. State Examination)

² Zero grant= Days of stay without a financial Erasmus+ grant, but with Erasmus student status. The zero-grant-phase includes the period of time from the end of the funded stay until the end of the real stay acc. to the Confirmation of Stay signed by the Host University.

**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 01.08.2020 at the earliest and end on 31.07.2021 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 (including the orientation period, if applicable). The end date of the period abroad shall be the last day the participant needs to be present at the receiving organisation.
The participant may start the Erasmus mobility as a virtual mobility from his/her home country/home university and continue it abroad as a physical mobility later, if possible. In this case, the participant receives a grant starting with the beginning of the physical mobility period at the receiving institution. It is also possible to study at the place of the receiving institution virtually/online initially and switch to physical presence later when appropriate. In that case, the participant receives a grant starting with the beginning of the physical mobility period, even if he/she initially studies virtually at the place of the receiving institution.
- 2.3 **The participant shall receive a financial support from Erasmus+ EU funds calculated at first for 4 months (=120 days³) for one semester abroad or for 8 months (=240 days) for a whole year abroad.** In the conclusion of the mobility period abroad, the exact days are calculated based on the submitted Confirmation of Stay.
Single-semester-studies abroad will be subsidised up to 5 months (150 days), studies abroad for two semesters up to 10 months (300 days). In case the study period is longer the remaining period will be supported as zero-grant-phase.
- 2.4 The minimum duration of the period abroad is 3 months or 1 academic term or trimester. The total duration of the mobility period shall not exceed 12 months, including any zero-grant period.
- 2.5 Demands to the institution to extend the period of stay should be introduced at least one month before the end of the originally planned mobility period.
- 2.6 At the end of the stay the participant has to ask his host university for a „Confirmation of Stay“.
The Confirmation of Stay shall provide the confirmed start and end dates of duration of the mobility period and has to be submitted no later than 4 weeks after completion of study abroad in its original form to the International Office at the University of Oldenburg. Based on the Confirmation of Stay the exact fund will be calculated.

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1 **The financial support for the mobility period is 1.560 Euro (for 4 or 8 months, see 3.3), corresponding to 390 EUR per 30 days (= one month).**

As stated in 4.1, only 70% of the grant (=1.092 Euro) are transferred at first.

Note: the grant depends on the host country. The countries have been divided into three groups by the EU:

Country category	Grant Erasmus+ studies (1 month = 30 days)
Group 1 Denmark, Finland, Ireland, Iceland, Liechtenstein, Luxemburg, Norway, Sweden, United Kingdom	15 € per day (450 € per month)
Group 2 Belgium, Germany, France, Greece, Italy, Malta, Netherlands, Austria, Portugal, Spain, Cyprus	13 € per day (390 € per month)
Group 3 Bulgaria, Estonia, Croatia, Latvia, Lithuania, North Macedonia, Poland, Romania, Slovakia, Slovenia, Czech Republic, Turkey, Hungary	11 € per day (330 € per month)

- 3.2 The amount for the mobility period shall be determined by multiplying the number of days/months of the mobility specified in article 2.3 with the rate applicable per day/month for the receiving country concerned. In the case of incomplete months, the financial support is calculated by multiplying the number of days in the incomplete month with 1/30 of the unit cost per month.
- 3.3 **Single-semester studies abroad:**
The financial support (as stated in 3.1) for stays lasting one semester is calculated for 4 months at first. The grant will be reduced, if the stay is shorter; it will be raised if the stay is longer up to 5 months. If the semester takes longer the remaining period will be supported as zero-grant-phase. The calculation is based on the Confirmation of Stay (cf. 2.6). Trimesters are treated as semesters at first. The final calculation will be realized as stated in article 4.
- Studies abroad for two semesters:**
The financial support (as stated in 3.1) for stays lasting two semesters is calculated for 8 months at first. The grant will be reduced, if the stay is shorter; it will be raised if the stay is longer up to 10 months. If the study period takes longer the remaining period will be supported as zero-grant-phase. The calculation is based on the Confirmation of Stay (cf. 2.6). The final calculation will be realized as stated in article 4.

³ A month is calculated as 30 days, regardless of the calendar month according to the European Commission specifications.



- 3.4 The reimbursement of costs incurred in connection with special needs, 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 as long as he/she carries out the activities foreseen in Annex I.
- 3.7 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 at least the amount of the grant corresponding to the actual duration of the mobility period. 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.
- 3.8 **If the participant is unable to physically travel to the country of the receiving institution, no Erasmus funding can be provided.**

ARTICLE 4 – PAYMENT ARRANGEMENTS

- 4.1 A pre-financing payment shall be made to the participant no later than (whichever comes first):
- 30 calendar days after the signature of the agreement by both parties
 - the start date of the mobility period or upon receipt of confirmation of arrival by the beneficiary
- representing 70 % of the amount specified in article 3. In case the participant did not provide the supporting documents in time, according to the sending institution's timeline, a later payment of the pre-financing can be exceptionally accepted.
- 4.2 **The remaining 30% of the grant are transferred in accordance with article 3.3 as soon as the participant has handed in the following documents at the end of his stay:**
- **Confirmation of Stay** (scan/copy is sufficient)
 - **Online-Language-Test before and after the mobility (executed by OLS)**
 - **EU-Online-Survey (participant report)**
 - **Experience report plus consent form**
 - **Transcript of Records** (scan/copy)
- The participant has to hand in the documents mentioned above at the International Office of the University of Oldenburg within **four weeks** (Confirmation of Stay, Online-Language-Test, EU-Online-Survey, Experience report plus consent form) respectively 8 weeks (Transcript of Records) after the official end of the stay abroad.
- The submission of all documents is considered as a request for the transfer of the remaining grant. According to article 2.6 the grant will be calculated exact to the day. The sending institution has to transfer the remaining grant (or respectively to request the back payment) within 45 days after the above mentioned documents have been handed in.
- 4.3 **If the participant does not hand in the documents mentioned in 4.2 at the International Office of the University of Oldenburg in due time without an acceptable reason, the institution may require the partially or fully reimburse of the financial support received.**

ARTICLE 5 – INSURANCE

- 5.1 **The participant shall have adequate insurance coverage, as the Erasmus+ programme does not include any kind of insurance coverage.** The participant hereby acknowledges he/she was informed on insurance issues by the institution. All Erasmus+ participants have the option to take part in group insurance offered through the DAAD. Health, accident and liability insurance are included. Further information can be found under: www.daad.de/versicherung
- 5.2 The participant hereby acknowledges that health insurance covering exists. Usually basic coverage is provided by the national health insurance of the participant as well during his/her stay in another EU country through the European Health Insurance Card. However, the coverage of the European Health Insurance Card or private insurance may not be sufficient, especially in case of repatriation and specific medical intervention. In that case, a complementary private insurance might be useful.
- 5.3 The participant is aware of the fact that he/she is responsible for his/her own liability insurance cover (which covers damage caused by the student at the workplace/study place). A liability insurance covers damages caused by the participant during his/her stay abroad (independently whether he/she is at work/at university or not).
- 5.4 The participant is aware of the fact that he/she is responsible for his/her accident insurance (which at least covers damages caused to the student at the workplace/study place).

ARTIKEL 6 – ONLINE LINGUISTIC SUPPORT (OLS)



- 6.1 If Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Irish Gaelic, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish or Swedish (or additional languages once they become available in the Online Linguistic Support Tool) is the main language of instruction, the participant (except native speakers) must carry out the OLS language assessment before and at the end of 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 Only applicable to participants following an OLS language course: The participant shall follow the OLS language course, starting as soon as he/she receives access and making the most out of the service. The participant shall immediately inform the institution if he/she is unable to carry out the course, before accessing it.

ARTICLE 7 – EU-SURVEY (PARTICIPATION REPORT) AND EXPERIENCE REPORT

- 7.1 The participant shall complete and submit the online EU Survey after the mobility abroad within 30 calendar days upon the receipt of the invitation to complete it. Participants who fail to complete and submit the online EU Survey may be required by their institution 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.
- 7.3 The University of Oldenburg requires students to write an experience report. This report should be 3 pages at maximum, and will be published online under www.uol.de/en/io/going-abroad/erfahrungsberichte with the permission of the student. This permission will be given to the institution separately in written form.

ARTICLE 8 – LAW APPLICABLE AND COMPETENT COURT

- 8.1 The Agreement is governed by German law.
- 8.2 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.

ARTICLE 9 – ADDITIONAL INFORMATION AND COPY OF THE CONTRACT

- 9.1 Additional and explanatory information can be found online under: www.uol.de/en/io/going-abroad/erasmus-europe/erasmus-studies
- 9.2 **At least 15 ECTS points should be earned per semester.** If, at the end of the semester there is no sufficient justification why the participant has fewer points, the Erasmus grant will be reclaimed.
- 9.3 The grant agreement is first sent as a PDF file by e-mail to the participants. The participant will print out the grant agreement (without attachments), sign below, and send it by post to the following address:

*Universität Oldenburg
International Office
Herr Männle
26111 Oldenburg*

A scanned version of the signed grant agreement will be provisionally accepted for the timely payment of the Erasmus grant, but does not replace the original agreement. Upon request the scanned version with both signatures can be sent via e-mail. The original copy will remain in the International Office.

SIGNATURES

Participant

Maxima Mustermann

Carl von Ossietzky Universität Oldenburg
International Office

Christa Weers, Erasmus+ Institutional Coordinator

Signature

Signature

Oldenburg, _____.____._____



Keyaction 1 - HIGHER EDUCATION INSTITUTION

Learning Agreement for Erasmus+ mobility for studies

Please send a scanned version with all three signatures to:

andreas.maennle@uni-oldenburg.de)

The document can be found under:

www.uni-oldenburg.de/en/io/formulare

SAMPLE



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 Germany (NA DAAD), 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 Germany (NA DAAD) 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 at least the amount of the grant corresponding to the actual duration of the mobility period.

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 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 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 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 Germany (NA DAAD) or by any other outside body authorised by the European Commission or the National Agency of Germany (NA DAAD) to check that the mobility period and the provisions of the agreement are being properly implemented.