 

**AGREEMENT – ERASMUS+ - MOBILITY OF INDIVIDUALS**

**TEACHING STAFF MOBILITY**

Número del proyecto: 2023-1-ES01-KA171-HED-000131592

Field: Higher Education

Academic year: 2024/2025

Erasmus+ mobility ID number: n/a

###### **PREAMBLE**

This **Agreement** (‘the Agreement’) is **between** the following parties:

**on the one part,**

the **Organisation** (‘the organisation’),

UNIVERSIDAD DE MÁLAGA (E MALAGA01)

Address: Avda. Cervantes, 2 29071 Málaga

Email: icm@uma.es

represented for the purposes of signature of this agreement by Ms. Zaida Díaz Cabiale, Vicerrector for Internacionalisation

**and**

**on the other part,**

the **‘participant’**

Name and family name: **First name and family name**

Date of birth: **Date of birth.**

Address: **Official adress in full**

Phone: **Phone number**

Email: **email**

The parties referred to above have agreed to enter into this Agreement.

The Agreement is composed of:

Terms and Conditions

Annex 1: Erasmus+ Learning Agreement for Teaching Staff Mobility[[1]](#footnote-2)

Annex 2: Certificate of Attendance

The terms set out in the Terms and Conditions will take precedence over those set out in the annex.

Total amount includes:

[x] Base amount for individual support for short-term physical mobility

[x]  Travel support (standard travel or green travel amount)

[ ]  Inclusion support (based on real costs)

The participant receives:

[x] a financial support from Erasmus+ EU funds

###### **TERMS AND CONDITIONS**

#### **ARTICLE 1 – SUBJECT OF THE AGREEMENT**

* 1. This agreement sets out the rights and obligations and terms and conditions applicable to the financial support awarded to carry out a mobility activity under the Erasmus+ Programme.
	2. The organisation will provide support to the participant for undertaking a mobility activity.
	3. The participant accepts the support or the provision of services as specified in Article 3 and undertakes to carry out the mobility activity as described in the Annex 1.
	4. Amendments to this grant agreement will be requested and agreed by both parties through a formal notification by letter or by electronic message.

#### **cláusula 2 – ENTRada en vigor y duración de la movilidad**

2.1 The grant agreement will enter into force on the date when the last of the two parties signs this grant agreement.

2.2 The mobility period will start on **Start day of mobility** and end on **End day of the mobility**.

2.3 The period covered by the grant agreement includes:

* A physical mobility period from **Physical mobility start day**to **Physical mobility end date**, equal to **5** mobility days
* **2** funded travel days.

2.4 The Certificate of attendance shall provide the confirmed start and end dates of duration of the mobility period, including the virtual component without the need to include the days of travel, which will be justified through the electronic ticket and boarding passes.

2.5 The total duration of the mobility period shall not exceed 60 days, with a minimum duration of 5 consecutive days for each mobility action. A minimum of 8 teaching hours per week (or within a shorter stay period) must be delivered. For mobility periods exceeding one full week, the minimum teaching hours for an incomplete week shall be proportional to the weekly minimum..

#### **ARTICLE 3 – FINANCIAL SUPPORT**

3.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide 2023 version.

3.2 The participant will receive a financial support from Erasmus+ EU funds for **7 days**

3.3 The participant may submit a request concerning the extension of the physical mobility period within the limit set out in the Erasmus+ Programme Guide of 30. If the organisation agrees to extend the duration of the mobility period, the agreement will be amended accordingly.

3.4 The organisation shall provide the participant the total financial support for the mobility period in the form of a payment of **EUR** **Total amount for subsistence + travel distance**(Individual support + Travel distance).

 The individual grant from Erasmus+ EU funds for the mobility period is **EUR 1.120**, corresponding to 160 EUR per day. The final amount of Erasmus+ funds for the mobility period will be determined by multiplying the number of days of mobility covered by the Erasmus+ funds specified in article 2.3 by the daily amount of individual support for the host country.

 Additionally, the participant will receive a contribution of up to **Amount for travel distanceEUR** for travel expenses. The amount will be calculated based on the distance between the home university and the University of Málaga, according to the online tool provided by EACEA at the following link.: <https://erasmus-plus.ec.europa.eu/es/resources-and-tools/distance-calculator>

3.5 The contribution towards costs incurred in connection with travel or inclusion needs: [inclusion support, exceptional costs for expensive travel, travel support, green travel top-up, top-up for fewer opportunities, shall be based on the supporting documents provided by the participant.

3.6 Notwithstanding Article 3.6, the financial support is compatible with any other source of funding. This includes a salary that the participant could receive for their traineeship or teaching activities, or for any work outside their mobility activities as long as they carry out the activities foreseen in Annex 1.

#### **ARTICLE 4 – PAYMENT ARRANGEMENTS**

4.1 The participant shall receive individual and travel support, if applicable, in a timely manner after the arrival of the participant.

The payment shall be made to the participant representing 100 % of the amount specified in Article 3. In case the participant did not provide the supporting documents in time, according to the funding organisation's timeline, a later payment of the pre-financing can be exceptionally accepted, based on justified reasons.

**ARTICLE 5 – RECOVERY**

5.1 The financial support or part thereof shall be recovered by the sending organisation if the participant does not comply with the terms of the agreement. If the participant terminates the agreement before it ends, the participant shall have to return theamount of the grant already paid, except if agreed differently with the sending organisation. The latter shall be reported by the sending organisation and accepted by the National Agency.

#### **ARTICLE 6 – INSURANCE**

6.1 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.

To this end, the University of Malaga has subscribed to the following medical insurance and travel assistance policies to which the participant may adhere, and they will be responsible for contracting this insurance:

a) ARAG

 • UNIVERSITAS MUNDI.

 • For information and contracting: [https://universitasmundi.com/](<https://universitasmundi.com/>)

b) ARTAI

 • ONCAMPUS ESTUDIA.

 • For information and contracting: [https://oncampus.es/](<https://oncampus.es/>)

6.2 Insurance coverage shall include at minimum a health insurance and a liability insurance and an accident insurance. It is also recommended to have insurance that covers the loss or theft of documents, travel tickets, and luggage.

6.3 The responsible party for taking the insurance coverage is the participant.

#### **ARTICLE 7 – LANGUAGE LEVEL AND ONLINE LANGUAGE SUPPORT (OLS)**

7.1 The participant may carry out the OLS language assessment in the language of mobility (if available) before the mobility period and make use of the language courses available on the OLS platform.

7.2 The level of language competence in the required language that the participant already has or agrees to acquire by the start of the mobility period is A1☐ A2☐ B1☒ B2☒ C1☒ C2☐, as established in the inter-institutional agreement.

#### **ARTICLE 8 – PARTICIPANT REPORT**

8.1 The participant shall complete and submit the participant report on their mobility experience (via the online EUSurvey tool) within 10 calendar days upon receipt of the invitation to complete it. Participants who fail to complete and submit the online participant report may be required by their organisation to partially or fully reimburse the financial support received.

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

#### **ARTICLE 9 – ETHICS AND VALUES**

9.1 Ethics: The mobility activity must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.

9.2 Values: The participant must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

9.3 If a participant breaches any of its obligations under this Article, the grant may be reduced.

#### **ARTICLE 10 – DATA PROTECTION**

10.1 The funding 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://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>

10.2 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 organisations 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 (Court of Auditors or European Antifraud Office (OLAF)).

10.3 The participant may, on written request, gain access to his personal data and correct any information that is inaccurate or incomplete. The participant should address any questions regarding the processing of his/her personal data to the sending organisation 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 11 – TERMINATION OF THE AGREEMENT**

11.1 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.

11.2 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 12 – CHECKS AND AUDITS**

12.1 The parties of the agreement undertake to provide any detailed information requested by the European Commission, the National Agency of Spain or by any other outside body authorised by the European Commission or the National Agency of Spain to check that the mobility period and the provisions of the agreement are being properly implemented.

#### **ARTICLE 13 – LIABILITY**

13.1 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.

13.2 The National Agency of Spain agreement relating to any damage caused during the execution of the mobility period. Consequently, the National Agency of Spain such claim.

#### **ARTICLE 14 – APPLICABLE LAW AND COMPETENT COURT**

14.1 The Agreement is governed by Spanish Law.

14.2 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 and Surname**. |  **Mª Zaida Díaz Cabiale****Vice-Chancelorfor Internacionalisation** |
| **Signature** | **Signature** |
| **Done at City., Date.** | **Done at Málaga, Date**. |

**Annex 1**

**Erasmus+ Learning Agreement for Staff Mobility for Teaching**

1. It is not compulsory to circulate documents with original signatures for Annex 1 of this agreement: 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. [↑](#footnote-ref-2)