



## Grant agreement model for Erasmus+ mobility for teaching and training between PROGRAMME and PARTNER COUNTRIES

(Project 2022-1-ES01-KA171-HED-000073752)

Field: Higher Education

Academic year: 2023/2024

La UNIVERSIDAD DE MÁLAGA (Código Erasmus: E MALAGA 01)

Dirección: Avda. Cervantes, 2, 29071 Málaga.

Called hereafter "the organisation", represented for the purposes of signature of this agreement by D. Juan Teodomiro López Navarrete, Rector, on the one part, and on the other part,

First and Last Name:			
Date of birth:		Nationality:	
Address:			
Phone number:		Email:	
Gender:		Passport/ ID No.:	
Sending Institution:			
Department/ Unit:			
Type of Mobility	<input type="checkbox"/> Teaching <input type="checkbox"/> Training <input type="checkbox"/> Teaching and Training		

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

- Annex I            Erasmus+ mobility agreement for staff mobility for teaching/  
Erasmus+ mobility agreement for staff mobility for training]
- Annex II           General Conditions
- Annex III          Certificate of Attendance

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

Total amount includes:

- Base amount for individual support for short-term physical mobility
- Base amount for individual support for long-term physical mobility
- Top-up amount for students and recent graduates with fewer opportunities on long-term mobility
- Top-up amount for students and recent graduates with fewer opportunities on short-term mobility
- Top-up amount for traineeships
- Green travel top-up
- Travel support (standard travel or green travel amount)
- Travel days (additional individual support days)
- Exceptional cost for expensive travel (based on real costs)
- Inclusion support (based on real costs)

The participant receives:

- a financial support from Erasmus+ EU funds
- a zero-grant
- a partial financial support from Erasmus+ EU funds

## SPECIAL CONDITIONS

### ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

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- 1.1 The organisation shall provide support to the participant for undertaking a mobility activity under the Erasmus+ Programme.
- 1.2 The participant accepts the support specified in article 3 and undertakes to carry out the mobility activity as described in Annex I.
- 1.3. Amendments to the agreement shall be requested and agreed by both parties through a formal exchange by letter or by electronic message.

### ARTICLE 2 – ENTRY INTO FORCE AND DURATION OF MOBILITY

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- 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 \_\_\_\_\_ at the earliest and end on \_\_\_\_\_ at the latest (deadline 26/07/2024). The start date of the physical 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.
- 2.3 The participant shall receive a financial support from Erasmus+ EU funds for **5** days of activity and **2** travel days are added to the duration of the mobility period and included in the calculation of the individual support.
- 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. If the mobility lasts longer than one week, the minimum number of teaching hours for an incomplete week shall be proportional to the duration of that week. In case of teaching mobility, the participant shall teach a total of **8** hours in **5** days. If the teaching activity is combined with a training activity during a single stay abroad, the minimum will be reduced to 4 hours of teaching per week (or another shorter period of stay). There is no minimum number of teaching hours established for guest staff from companies].  
For teaching-type mobilities, the participant must teach 8 hours of teaching in 5 days.

- 2.5 The participant may submit a request concerning the extension of the mobility period within the limits set out in the Erasmus+ Programme guide. If the organisation agrees to extend the duration of the mobility period, the agreement shall be amended accordingly.
- 2.6 The certificate of attendance (Annex III) shall provide the confirmed start and end dates of duration of the mobility period, including the virtual component. The days of travel, will be justified through the electronic ticket and the boarding passes. The number of days financed will be the one indicated in the certificate of attendance plus a maximum of 2 travel days as indicated in clause 2.3. In any case, the maximum number of financed days will be 7.

### ARTICLE 3 – FINANCIAL SUPPORT

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- 3.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide.
- 3.2 The organisation shall provide the participant the total financial support for the mobility period of, \_\_\_\_\_ EUR. The amount of individual support is EUR 160.00 per day. The participant shall receive EUR 1.120,00 corresponding to individual support (5 days of activity + 2 days of travel) and \_\_\_\_\_ EUR corresponding to travel.  
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. The amount for the travel will be calculated considering the distance between the city of the home university and the University of Malaga, according to the EACEA online tool at the following link: [http://ec.europa.eu/programmes/erasmusplus/tools/distance\\_en.htm](http://ec.europa.eu/programmes/erasmusplus/tools/distance_en.htm).
- 3.3 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.
- 3.4 The financial support may not be used to cover similar costs already funded by EU funds.
- 3.5 Notwithstanding article 3.4, the grant 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 I.
- 3.6. Participants who fail to carry out the mobility activity in compliance with the terms of the agreement may be required by their organisation to partially or fully reimburse the financial support received.

### ARTICLE 4 – PAYMENT ARRANGEMENTS

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- 4.1 The participant shall receive individual and travel support, if applicable, in a timely manner. Payment will be ordered by bank check or prepaid card, upon confirmation of arrival.  
The payment shall be made to the participant representing the 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.
- 4.2 The submission of the participant final report via the online EUSurvey tool shall be considered as the participant's request for payment of the financial support. The

organisation shall have 20 calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.

## ARTICLE 5 – INSURANCE

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- 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.
- 5.2. The insurance will include the following coverage: travel insurance, including damage or loss of luggage, medical expenses, accidents and serious illness (including permanent or temporary disability), death, including repatriation and civil liability.

To this effect, the University of Malaga has subscribed to the following medical and travel assistance insurance policies. The participant, who is responsible for contracting adequate insurance with the indicated coverage, must adhere to one of them.

- Insurance company: ARAG Compañía Internacional de Seguros y Reaseguro S.A.
- Insurance name: UNIVERSITAS MUNDI.
- Policy number: 55-0292079.
- Contact: Milenio, Montymarq Asociados
- For information and contracting: <https://universitasmundi.com/>

Insurance company: - ARTAI.  
Insurance name: ONCAMPUS STUDY  
Policy number: 07631000468  
Contact: [informacion@oncampus.es](mailto:informacion@oncampus.es)  
For information and contracting: <https://oncampus.es/>

- 5.3. The party responsible for taking out the insurance is the participant.

## ARTICLE 6 – ONLINE LANGUAGE SUPPORT (OLS)

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- 6.1. The participant may 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 The participant can follow OLS language courses, starting as soon as they receive access and making the most out of the service.

## ARTICLE 7 – PARTICIPANT REPORT

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- 7.1. 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.

## ARTICLE 8 – DATA PROTECTION

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8.1. 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>

#### ARTICLE 9 –APPLICABLE LAW AND COMPETENT COURT

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9.1 The Agreement is governed by Spanish 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

[ ]

[signature]

Done at [ ], [ ]

For the organisation

El Rector

By Proxy  
Vice-Rector for  
Internationalization

Zaida Díaz Cabiale

Done at [place], [date]

[Key Action 1 – HIGHER EDUCATION]  
**Erasmus+ mobility agreement for staff mobility for teaching**  
**Erasmus+ mobility agreement for staff mobility for training**

## 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 Spain, 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 Spain 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<sup>1</sup> (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 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.

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<sup>1</sup> 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://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>