



AN E+ EF

GRANT AGREEMENT for MOBILITY

KA121 e KA122
SCHOOL EDUCATION

**AGREEMENT
BETWEEN BENEFICIARIES AND PARTICIPANTS**

AGREEMENT – ERASMUS+ - MOBILITY OF INDIVIDUALS

Project code: 2022-1-PT01-KA120-VET-000057443

Field: School Education

Activity type: Long-term learning mobility of VET learners (ErasmusPro)
Erasmus+ mobility ID number: 57443-MOB-0003

PREAMBLE

This **Agreement** ('the Agreement') is **between** the following parties:

On the one part, the Organisation ('the organisation'),
CINEL - Centro de Formação Profissional da Indústria Electrónica, Energia, Telecomunicações e Tecnologias da Informação

Address: Rua Jau (polo de Educação e Formação D. João de Castro); 1300-312 LISBOA,
Organization ID: 57443-ORG-00001

E-mail: cinel@cinel.pt

OID: E10282635, represented for the purposes of signature of this agreement by Octávio Félix Oliveira,
Director

And on the other part, the 'participant'

Duarte Gaspar Murat Marques

Date of birth: 01/08/2003

Address: Rua Doutor João de Barros, nº 108 - 2º Esq - Mercês, 2725-486 Sintra, Portugal

Phone: +351 964088000

E-mail: duarte.murat@gmail.com



Bank account where the financial support should be paid:

Bank account holder: Duarte Gaspar Murat Marques

Bank name: BANCO COMERCIAL PORTUGUÊS, SA

Clearing/BIC/SWIFT number: BCOMPTPL

Account/IBAN number: PT50003300004551402397505

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

The Agreement is composed of:

Terms and Conditions

Annex: Erasmus+ Learning Agreement¹

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

¹ It is not compulsory to circulate documents with original signatures for the Annex of this agreement: scanned copies of signatures and electronic signatures may be accepted, depending on the national legislation.

TERMS AND CONDITIONS

ARTICLE 1 – SUBJECT OF THE AGREEMENT

- 1.1 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.
- 1.2 The organisation will provide support to the participant for undertaking a mobility activity.
- 1.3 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.

ARTICLE 2 – ENTRY INTO FORCE AND DURATION OF MOBILITY

- 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 grant agreement will cover the period from 22/10/2023 to 28/01/2023.
- 2.3 The detailed timing of activities is described in the Annex to this agreement.

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide 2022 version.
- 3.2 The participant will receive a financial support from Erasmus+ EU funds for 86 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 15 days. If the organisation agrees to extend the duration of the mobility period, the agreement will be amended accordingly.
- 3.4 The organisation will provide the participant with the required support in the form of a payment of the following amount 1.800 EUR and in the form of direct provision of individual support.

The organisation will ensure that the direct provision of services will meet the necessary quality and safety standards.
- 3.5 The participant is entitled to receive a reimbursement of 100% of the eligible inclusion support costs. The reimbursement of costs incurred will be based on the supporting documents provided by the participant.
- 3.6 The financial support may not be used to cover costs for actions already funded by Union funds.

- 3.7 Notwithstanding Article 3.6, the financial support is compatible with any other source of funding. In case of learner mobility, the revenue that the participant could receive working beyond their studies/traineeship is compatible as long as they carry out the activities foreseen in the Annex.

ARTICLE 4 – PAYMENT ARRANGEMENTS

- 4.1 Within 30 calendar days following the signature of the agreement by both parties or upon receipt of confirmation of arrival, and no later than the start date of the mobility period as specified in Article 2.2, a pre-financing will be made to the participant representing 50% of the amount specified in Article 3. In case the participant did not provide the supporting documents in time, according to the sending 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 report via the online EU Survey tool will be considered as the participant's request for payment of the balance of the financial support. The organisation will have 45 calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.

ARTICLE 5 – RECOVERY

- 5.1 The financial support or part thereof will 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 will have to return the amount of the grant already paid, except if agreed differently with the sending organisation. The latter will be reported by the sending organisation and accepted by the National Agency.

ARTICLE 6 – INSURANCE

- 6.1 The organisation will 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 out an insurance on their own.
- 6.2 Insurance coverage will include at minimum a health insurance, a liability insurance and an accident insurance.
- 6.3 The responsible party for taking the insurance coverage is the organisation.

ARTICLE 7 – ONLINE LINGUISTIC SUPPORT (OLS)

- 7.1 The participant will follow the OLS language course assigned to them by the organisation. The participant must carry out the OLS language assessment by the deadline defined by the organisation.
- 7.2 The organisation will provide the participant with access to the OLS platform in a timely manner, in order to enable them to comply with the above requirements. The participant will immediately inform the organisation if they experience any technical or other issues when using the OLS platform.

Not applicable

ARTICLE 8 – PARTICIPANT REPORT (EU SURVEY)

- 8.1 The participant will complete and submit the online EU Survey after the mobility activity abroad within 30 calendar days upon receipt of the invitation to complete it. Participants who fail to complete and submit the online EU Survey 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 organisation will 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 will 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 will 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)).

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 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 his/her part, the participant will be entitled to receive the amount of the grant corresponding to the actual duration of the mobility period. Any remaining funds will 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 Portugal or by any other outside body authorised by the European Commission or the National Agency of Portugal to check that the mobility period and the provisions of the agreement are being or were properly implanted.

ARTICLE 13 – LIABILITY

- 13.1 Each party of this agreement will 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.

- 13.2 The National Agency of Portugal, the European Commission or their staff will 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 Portugal or the European Commission will not entertain any request for indemnity of reimbursement accompanying such claim.

ARTICLE 14 – LAW APPLICABLE AND COMPETENT COURT

- 14.1 The Agreement is governed by Portuguese Law.
- 14.2 The competent court determined in accordance with the applicable national law will 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

Duarte Marques

Duarte Gaspar Duarte Marques

Done at Mem Martins, 25/09/2023

For the organisation

Octávio Oliveira / Director

Done at Lisboa, 25/09/2023