

AGREEMENT – ERASMUS+ MOBILITY OF INDIVIDUALS
Student Mobility for STUDIES

Project code: **2023-1-AT01-KA131-HED-000117262**

Field: Higher Education

Academic year: 2023/2024

Erasmus+ mobility ID number: n/a

PREAMBLE

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

on the one part,

the **Organisation** ('the organisation'),

Name sending Institution:	Paris Lodron University Salzburg (PLUS)
Erasmus-Code:	A SALZBUR01
Address:	Kapitelgasse 4-6, 5020 Salzburg, Austria

represented for the purposes of signature of this agreement by Mag.^a Mariane Wonneberger, Erasmus+ Institutional Coordinator: International Relations Department, Sigmund-Haffner-Gasse 18, 2nd floor, 5020 Salzburg, Austria

and

on the other part,

the '**participant**'

First name:	Yuzhou
Family name:	Chen
Date of birth:	03.07.2000
Address:	Strubergasse 1, 5020 Salzburg, Austria
E-Mail:	yuzhou.chen@stud.plus.ac.at
Student ID (Matrikelnummer):	12337962
Level of Studies (BA/MA/PhD/Diploma):	MA

Bank account where the financial support should be paid:

Bank account holder:	Yuzhou Chen
Bank name:	Bank Austria
BIC:	BKAUATWWXXX
Account/IBAN number:	AT14 1200 0100 4038 2524

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

The Agreement is composed of:

Annex 1: Terms and Conditions

Annex 2: Erasmus+ Learning Agreement for student mobility for studies¹

The Learning Agreement is an integral part of this agreement, but not attached.

Annex 3: Erasmus Student Charter – to be found [HERE](#)

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

Total amount includes:

- ☐ Base amount for individual support for short-term physical mobility
- ☐ Top-up amount for green travel to individual support

The participant receives:

- ☐ a financial support from Erasmus+ EU funds and funds from the Austrian Ministry of Education, Science and Research

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.

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. The hosting organisation is **Palacký University Olomouc** in **CZ** with Erasmuscode **CZ OLOMOUC11**.
- 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.
- 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 mobility period will start on **03.02.2024** and end on **11.02.2024**.
- 2.3 The period covered by the grant agreement includes:
 - a physical mobility period from **03.02.2024** to **11.02.2024**, equal to 9 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.

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide.
- 3.2 The participant will receive a financial support from Erasmus+ EU funds and funds from the Austrian Ministry of Education, Science and Research for **9 days of physical mobility**.
- 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. The **general maximum** duration for a short-term student mobility is 30 days. The **actual possible** funding duration depends, among others, on the available funding at the organisation and the agreements with the partner institutions. All stays completed in the relevant study cycle until this date count towards the fundable maximum duration of 360 days per BA/MA-study (or 720 days for Diploma studies).

If the organisation agrees to extend the duration of the mobility period, the agreement will be amended accordingly. In the moment, the organisation **cannot administer the extension of a physical mobility period**.
- 3.4 The organisation shall provide the participant the **total financial support** for the mobility period and travel days in the form of a payment of **761 EUR**
- 3.5 The contribution towards **costs incurred** in connection with **travel or inclusion needs**, shall 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 or funds from the Austrian Ministry of Education, Science and Research.
- 3.7 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 I.

ARTICLE 4 – PAYMENT ARRANGEMENTS

- 4.1 Payment shall be made to the participant no later than:

- **30 calendar** days after the **signature of the agreement by both parties**

The payment for **short-term physical mobility** shall be made to the participant **representing 70% 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 report** via the online EU-Survey tool shall be considered as the **participant's request for payment** of the balance of the 30% financial support. The organisation shall have **45 calendar days** to make the balance payment or to issue a recovery order in case a reimbursement is due, **if the participant has also provided** the organisation with the submission of **the final documents after mobility as mentioned in article 4.3**.

This only applies to mobilities funded by the organisation for more than 20 days. The submission of the **participant report** via the **online EU-Survey** tool is **mandatory for all Erasmus+ participants**.

- 4.3 The **final documents after mobility** must be submitted **not later than 60 calendar days** after the end of the mobility period. The final documents consist of a **confirmation of stay**, **Transcript of records of the receiving institution** (= guest university), the **proof of recognition at the sending institution** (= Paris Lodron University Salzburg) and the **participant report** (EU Survey).

- 4.4 It is recommended that a student mobility within Erasmus should result in 30 ECTS credits per semester. As a **minimum requirement** for the payment of the mobility grant, the **recognition of three ECTS credits per month at PLUS as the sending organisation** must be proven. Incomplete months are not considered for this purpose up to a duration of 14 days and fully considered from 15 days onwards. ECTS credits for courses that cannot be recognized at the PLUS are not taken into account in the calculation of the minimum performance.

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 the amount 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. **Students at PLUS** find information on insurance [HERE](#)
- 6.2 Insurance coverage shall include at minimum a **health insurance** and a **liability insurance** and an **accident insurance**.

[Explanation: In the case of intra-European mobility, the participant's national health insurance will include a basic coverage during their stay in another EU country through the European Health Insurance Card. However, this coverage may not be sufficient for all situations, for example in case of repatriation or special medical intervention or in case of international mobility. In that case, a complementary private health insurance may be needed. Liability and accident insurances cover damages caused by the participant or to the participant during their stay abroad. Varying regulation of these insurances is in place in different countries and participants run the risk of not being covered

by standard schemes, for example if they are not considered to be employees or formally enrolled at their receiving organisation. In addition to the above, insurance against loss or theft of documents, travel tickets and luggage is recommended.]

Students at the organisation are covered by a **liability insurance and an accident insurance** in the frame of their studies by paying the **ÖH-Beitrag** (Austrian Students Union fee). For more information see: www.oeh.ac.at/service/oeh-versicherung

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 invitation to the assessment will be sent via email through the OLS tool EU Academy. After the assessment, OLS offers the opportunity to take free online language courses.

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 30 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 Austria or by any other outside body authorised by the European Commission or the National Agency of Austria 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 Austria, 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 Austria or the European Commission shall not entertain any request for indemnity of reimbursement accompanying such claim.

ARTICLE 14 – APPLICABLE LAW AND COMPETENT COURT

- 14.1 The Agreement is governed by Austrian 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:

Yuzhou Chen

Salzburg 22.01.2024, Yuzhou Chen
Salzburg, Date, Signature

Place, Date, Signature

For the organisation:

Mag.^a Mariane Wonneberger

Erasmus+ Institutional Coordinator