

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 «aust_prog_id» under the Erasmus+ Programme.
- 1.2 The participant accepts the support specified in article 3 and undertakes to carry out the mobility activity for «aust_prog_id» 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.

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 «bew_dat_von» and end on «bew_dat_bis».** The start date of the mobility period shall be the first day that the participant needs to be present at the receiving organisation. If participant attends a language course provided by another organisation than the receiving institution/organisation as a relevant part of the mobility period abroad, the start date of the mobility period shall be the first day of language course attendance outside the receiving organisation. The end date of the period abroad shall be the last day the participant needs to be present at the receiving organisation.
- 2.3 The participant shall receive a financial support from Erasmus+ EU funds for «bew_dat_monate» months and «bew_tage» days
- 2.4 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 The Transcript of Records or Traineeship Certificate (or a separate statement attached to these documents) shall provide the confirmed start and end dates of duration of the mobility period.

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1 **The financial support for the mobility period is EUR «betrag_gesamt», corresponding to EUR «betrag_gesamt 30 tage» per month and EUR «grant setting amount» per extra days.** 80 % of the grant will be paid before the exchange and 20 % of the grant will be paid after the exchange (see Article 4).
- 3.2 The amount for the mobility period shall be determined by multiplying the number of months of the mobility specified in article 2.3 with the rate applicable per 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 The reimbursement of costs incurred in connection with special needs, when applicable, 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 including revenue that the participant could receive working beyond its studies/traineeship as long as he//she carries out the activities foreseen in Annex I.
- 3.6 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 the amount of the grant corresponding to the actual duration of the mobility period as defined in article 2.2. 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.

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 or the start date of the mobility period, representing 80% 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 If the payment under article 4.1 is lower than 100% of the financial support, the submission of the online EU survey and other required Erasmus+ documents shall be considered as the participant's

request for payment of the balance of the financial support. The institution shall have 45 calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.

ARTICLE 5 – INSURANCE

5.1 The participant shall have adequate insurance coverage as described below.

5.2 **Health insurance has been provided in the following way(s):**

- Through the European Health Insurance Card
- Through private insurance taken by the sending higher education institution. Insurance number and company **353-4787332-T LähiTapiola**
- Any additional insurance take by the participant

5.3 **Liability insurance has been provided in the following way(s):**

- Primarily through the receiving organisation
- Secondary through the sending higher education institution. Insurance number and company **353-4787332-T LähiTapiola**
- Any additional insurance take by the participant

5.4 **Accident insurance coverage has been provided in the following way(s):**

- Primarily through the receiving organisation
- Secondary through the sending higher education institution. Insurance number and company **353-4787332-T LähiTapiola**
- Any additional insurance take by the participant

ARTICLE 6 – ONLINE LINGUISTIC SUPPORT

6.1. The participant 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.

6.3 Only applicable to participants following an OLS language course: The participant shall follow the OLS language course, starting as soon as they receive 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.

6.4 The payment of the final instalment of the financial support is subject to the completion of the compulsory OLS language assessment at the end of the mobility.

ARTICLE 7 – EU SURVEY

7.1. The participant shall complete and submit the online EU Survey after the mobility 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 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.

ARTICLE 8 – LAW APPLICABLE AND COMPETENT COURT

8.1 The Agreement is governed by the Finnish 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.

Annex II

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 Finland, 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 Finland, 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 the amount of the grant corresponding to the actual duration of the mobility period as defined in article 2.2. 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 45/2001 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 with the [national supervising body for data protection] with regard to the use of these data by the sending institution, the National Agency, or 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 Finland, or by any other outside body authorised by the European Commission or the National Agency of Finland, to check that the mobility period and the provisions of the agreement are being properly implemented.