

## SPECIAL CONDITIONS

### ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

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- 1.1 The institution shall provide support to the participant for undertaking a mobility activity for «aust\_prog\_id».
- 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, 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

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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 mobility period shall start on «bew\_dat\_von» and end on «bew\_dat\_bis».**
- 2.3 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

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- 3.1 **The financial support for the mobility period is 900 EUR.** 100 % of the grant will paid before the exchange.
- 3.5 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.

### ARTICLE 4 – INSURANCE

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- 4.1 The participant shall have adequate insurance coverage as described below.
- 4.2 **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
- 4.3 **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
- 4.4 **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 5 – LAW APPLICABLE AND COMPETENT COURT

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- 5.1 The Agreement is governed by the Finnish Law.
- 5.2 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.

#### **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 costs of the exchange. Any remaining funds shall have to be refunded, except if agreed differently with the sending organisation.