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Grant Agreement

**EEA Financial Mechanism 2009-2014**

**HU08 Scholarship Programme**

**Application Round 2 – M2**

**Student study period**

Agreement number: [xxx]

|  |  |  |  |
| --- | --- | --- | --- |
|  | **[full official name of the hosting institution]** | | |
|  | Legal form: |  | |
|  | Registration number: |  | |
|  | Official address in full: |  | |
|  | Postal address: |  | |
|  | VAT number: |  | |
|  | called hereafter **"the Institution"**, represented for the purposes of signature of this grant agreement by: | | |
|  | **[name, forename and function]** | | |
| of the one part, and | | | |
|  | **[Mr/Mrs name and forename]** | | |
|  | Place of Birth and Date: | |  |
|  | Sending Institution: | |  |
|  | Department: | |  |
|  | Position: | |  |
|  | Registration number at the host institution | |  |
|  | Official address in full: | |  |
|  | E-mail: | |  |
|  | VAT number: | |  |
|  | Name of bank: | |  |
|  | Address of branch: | |  |
|  | Name of the account holder: | |  |
|  | Full account number (including bank codes): | |  |
|  | Currency of bank account: | | **🞏 Euro account 🞏 Hungarian Forint account**  **🞏 Other account** |
| called hereafter **“the participant”** of the other part, | | | |

HAVE AGREED

the **Conditions** below.

**Article 1 - Subject matter of the Agreement**

1. This Agreement is intended to secure the rights and obligations for both parties arising from the EEA Financial Mechanism 2009-2014 Scholarship Programme’s *student study period* mobility (hereafter student mobility) individual grant.

**Article 2 - Mobility activity**

1. The Participant undertakes to pursue his/her studies according to his/her accepted application

|  |  |
| --- | --- |
| from | to |

during …………… months altogether at the following partner institution,

|  |  |
| --- | --- |
|  | |
| Address: | Country: |
| Erasmus code: (max. 12 characters)  \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ |

1. The date of the contracted study period - even if changed - shall be in the period between 26 November 2015 - 30 April 2017.

**Article 3 - Amount and conditions of financial support**

1. The Institution agrees to provide - on the basis of the agreement signed with Tempus Public Foundation - .…. euro financial support to cover subsistence and travel expenses of student mobility during the period of EEA mobility.
2. Participant accepts that the financial support does not cover the actual expenses incurred during the visit.
3. Participant shall be enrolled in his/her home institution for the academic year ..../.... and shall meet any payment obligations occurred at the home institution.
4. Participant shall notify in writing his/her host institution about the arrival and his/her address in the host country (as well as about any changes) within 15 days of the arrival.
5. One month shall be considered as 30 days. In case the last month of the mobility period is less than 30 days, then the last month shall be expressed in quarters by using mathematical rounding rules.
6. The participant may submit any request concerning the extension of the mobility period within the limits set out in Article 2.1. If the Institution agrees to extend the duration of the mobility period, the agreement shall be amended accordingly.

**Article 4 - Payment arrangements**

Institution shall provide the grant to Participant with the following conditions:

1. Within …. days following the date of entry into force of the Agreement – taking into consideration conditions set out in section 4.3 – , the Institution shall transfer EUR […] to the Participant as a first instalment. If Participant provides his/her bank account number only after the grant agreement has been signed, Institution shall transfer the grant amount within 15 days of the receipt of the bank account certificate.
2. The remaining amount of the grant, i. e. EUR […], Institution transfers to Participant no later than 15 days after submitting the participant’s final report.
3. Participant acknowledges that if the Prime Minister's Office does not transfer the grant amount financing the EEA Financial Mechanism 2009-2014 Scholarship programme to the Institution until the start date of the programme, and the Institution does not have sufficient resources to prefinance the financial support, the Institution transfers the financial support to the Participant’s bank account only after receipt of the said amount.

**Article 5 – Recognition of studies**

1. Participant undertakes to carry out the study programme described in the Learning Agreement (Annex II). The host institution will issue the Transcript of Records within 30 days upon successful completion of the Learning Agreement indicating the duration of the study period.
2. In case Participant does not carry out the study programme described in the Learning Agreement or in case Participant carries out the study programme only partially, Institution may request Participant to repay the entire or a part of the grant amount. In case Participant returns home before the mobility period ends as stated in the grant agreement, the grant shall be repaid proportionally.
3. Participant shall not be asked to repay the grant in case the study programme could not have been undertaken for serious external reasons. These cases shall be reported to the EEA coordinator. Credible proof shall be attached to such request. Repayment shall be proportionate. Repayment shall be monitored by the Instituion and authorized by Tempus Public Foundation.

**Article 6 – Reporting**

1. The Participant shall submit the below detailed reports to the Host Institution.
   1. On-line final report of student mobility (<http://limesurvey.tpf.hu/index.php/444449/lang-en>). The printed and signed report shall be submitted to the Host Institution.

Submission deadline: within 15 days of the return travel

1. Institution reserves the right to request the use of other information technology tools from the participant in order to submit the participant’s report.
2. Participant acknowledges that if deadline stated in Article 6.1. is missed by the Participant, he/she acknowledges that therefore Participant resigns the grant amount not reimbursed yet and repays the entire grant amount to Institution. The currency of settlement and reimbursement shall be Euro. The amount to be repaid shall be determined by Institution.

**Article 7 - Law applicable and competent court**

7.1. Anything outside this Agreement is governed by Hungarian Civil Code.

7.2. The competent court determined in accordance with the Hungarian national law shall have sole jurisdiction to hear any dispute between the institution and the participant, if such dispute cannot be settled amicably.

**Article 8 - General and closing terms**

1. By signing this agreement the Participant accepts the financial support by EEA Financial Mechanism 2009-2014 to carry out the mobility activity.
2. The Participant individually arranges and pays all mobility related tasks and costs (travel, accommodation, insurance, etc.).
3. Participant shall use the grant only to fulfil his/her obligations set out in the Learning Agreement.
4. If the Participant fails to fulfill his/her obligations under this Agreement (set out in the Learning Agreement or reporting), Institution may withdraw from the contract within 8 days. If Participant fulfills his/her obligation under this Agreement partially, Institution may terminate the contract. In case of termination of the contract, the Participant is obliged to reimburse the full amount or a certain part of the first instalment according to the decisioin of the Institution within 15 days.
5. If the Participant terminates the agreement before the agreement ends, he/she shall have to refund the amount of the grant already paid. In case of termination by the Participant due to "force majeure", the participant shall be entitled to receive the amount of the grant corresponding to the actual duration of the mobility period. "Force majeure" is an unforeseeable exceptional situation or event beyond the participant's or institution’s control and not attributable to error or negligence on his/her part. Any remaining funds shall have to be refunded by the Participant.
6. Institution may order Participant to return and claim the grant amount already paid entirely or partially in case Participant’s active status terminates, paused or he/she seriously breaches the law of the host country, written or unwritten rules or norms of the host institution and home institution is notified in writing by the host institution.
7. Participant shall bear any loss related to accidents, disease or other personal and property losses emerged during his/her stay abroad. Participant shall not name responsible Institution or other instiutions involved in the programme for such losses.Participant claims to have an adequate insurance for the total duration of the mobility, any additional insurance shall be arranged before departure. Other solutions may only take place if Participant can enter into contract only in the host country or favourable conditions are available there.
8. Amendments to the Agreement or to Annexes shall be agreed by both parties in written form. The amendment shall be accompanied to the original agreement.

The agreement shall enter into force on the date when the last of the two parties signs it.

Annexes below form an integral part of this agreement:

**Annex I General Conditions**

**Annex II Learning Agreement**

**Annex III Erasmus Student Charter that contains information and conditions to be applied for EEA students as well (**[**http://tka.hu/palyazatok/614/tamogatott-palyazoknak**](http://tka.hu/palyazatok/614/tamogatott-palyazoknak)**)**

Parties have read the Agreement and its Annexes, understood and agreed on each other's rights and obligations.

The Agreement was made in two original copies, copies are identical.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| For the Participant |  | For the Institution |
| Name: |  | Name: |
| Position: |  | Position: |
|  |  |  |
| Signed at [place, date]: .................................................................... |  | Signed at [place, date]: .................................................................... |

**Annex II**

**General Conditions**

**Article 1 - Liability**

Each contracting party shall exonerate the other from any civil liability for damages suffered by him or his staff as a result of performance of this contract, provided such damages are not the result of serious and deliberate misconduct on the part of the other party or his staff.

Tempus Public Foundation, Prime Minister’s Office, Financial Mechanism Office or their staff shall not be held liable in the event of a claim under the contract relating to any damage caused during the execution of the mobility. Consequently, the Tempus Public Foundation, Prime Minister's Office or the Financial Mechanism Office shall not entertain any request for indemnity of reimbursement accompanying such claim.

**Article 2 - Data protection**

Participant in order to fulfill its contractual obligations by signing the Agreement accepts that the Institution and Tempus Public Foundation handle his/her personal information as set out in the Agreement. 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 Community institutions and bodies and on the free movement of such data. The range of managed data includes any data that the participant provides in the application, in the Agreement and its Annexes for the Institution, and all the data that the participant sends to the Institution throughout the project life cycle.

The purpose of data management is facilitating the communication; tracking of project lifecycle, financial and professional monitoring; dissemination of results; support to the Institution’s and Tempus Public Foundation’s reporting and statistical obligations, preparation of information materials; research and surveys.

Duration of data management is stated in the main institutional contract with Tempus Public Foundation and in the internal regulations.

The data can be accessed by staff conducting data input, responsible staff of Institution, Tempus Public Foundation, Prime Minister’s Office and Financial Mechanism Office; actors of the monitoring and evaluation process; authorized audit and monitoring bodies; and experts and researchers analysing the implementation and impact of the programme hired by Tempus Public Foundation, Prime Minister’s Office and the Financial Mechanism Office.

The Institution protects Participant’s personal data from unauthorized access, alteration, disclosure, deletion or destruction, and accidental destruction or damage. In order to ensure the technical protection of personal data, the Institution takes security measure to defend personal data transferred through a network or other computer devices.

The Participant may, on written request, gain access to his/her 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 Institution and/or Tempus Public Foundation. The Participant may lodge a complaint against the processing of his personal data with the Hungarian National Authority for Data Protection and Freedom of InformationHungarian (<http://www.naih.hu/>) or with the European data protection supervisor with regard to the use of these data by the hosting institution.

**Article 3 - Checks and audits**

The parties of the contract undertake to provide any detailed information requested by Tempus Foundation, Prime Minister’s Office, Financial Mechanism Office or by any other outside body authorised by Tempus Foundation, Prime Minister’s Office, Financial Mechanism Office to check that the Mobility and the provisions of the agreement are being properly implemented.