

WORK

Annex V.5

Model student mobility agreement - work

This Model Placement Agreement (between institutions and student) reflects the minimum requirements as specified by the European Commission

**Lifelong Learning Programme
Erasmus student placement (work)**

Full official name of the sending institution

Official address in full

called hereafter "**the institution**", represented for the purposes of signature of this contract by:

Name, forename and function

of the one part, and

Full name of student

Address in full

called hereafter "**the beneficiary**" of the other part,

Have Agreed

the **Conditions** and **Appendices** below:

- Appendix i** Conditions
- Appendix ii** General Conditions
- Appendix iii** Model student transcript (this is not a mandatory Commission document)
- Appendix iv** Training Agreement and Quality commitment (see annex V.6)
- Appendix v** Erasmus Student Charter (see annex V.3)
- Appendix vi** Final report form for students (study placement) (see annex V.8)

which form an integral part of this contract ("the contract").

Appendix i

Conditions

ARTICLE 1 – PURPOSE OF THE GRANT

- 1.1 The institution will provide Community financial support to the beneficiary for undertaking a Placement [and an Intensive Language Course EILC] under the Erasmus programme of the Lifelong Learning Programme.
- 1.2 The beneficiary accepts the grant and undertakes to carry out the Placement [and an Intensive Language Course EILC] as described in Appendix i, acting on his/her own responsibility.
- 1.3 The beneficiary hereby declares to have taken note of and accepted the terms and conditions set out in the present agreement. Any amendment or supplement to the agreement shall be done in writing.
- 1.4 The beneficiary respects the requirement as laid down in the 2012 LLP Guide that the Placement is not supported by any other grant from the EU LLP budget.

ARTICLE 2 - DURATION

- 2.1 The agreement shall enter into force on the date when the last of the two parties signs.
- 2.2 The Placement shall start on [.date.] at the earliest and end on [.date.] at the latest.
[Optional: In case of the participation in an Erasmus Intensive Language Course (an amendment has to be signed if the dates are not known at the time of the signature of the agreement or a separate agreement):
- 2.3 The Erasmus Intensive Language Course shall start on [date] at the earliest and finish on [date] at the latest.]

ARTICLE 3 – INSURANCE

The NA/institution shall add a clause to this agreement in order to ensure that the student is clearly informed about issues related to insurances as foreseen in the Quality Commitment. It shall highlight what is mandatory (at least accident insurance and liability insurance at work) or recommended. **For mandatory insurances, the following information must appear in the agreement: the responsible who takes the insurance (host organisation, home institution or student trainee).** The following information is **optional** but recommended: the insurance number/reference and the insurance company.

This depends highly on the legal and administrative provisions in the home and host country.

3.1 Health insurance coverage:

Acknowledgement that health insurance coverage has been organised shall be included in this agreement.

Usually basic coverage is provided by the national health insurance of the student as well during his/her stay in another EU country through the European Health Insurance Card. However, the coverage of the European Health Insurance Card or private insurance may not be sufficient, especially in case of repatriation and specific medical intervention. In that case, a complementary private insurance might be useful. It is the responsibility of the home institution of the student to ensure that the student is aware of health insurance issues.

3.2 Liability insurance coverage (covering damages caused by the student at the workplace):

Acknowledgement that and how liability insurance has been organised shall be included in this agreement.

A liability insurance covers damages caused by the student during his/her stay abroad (independently whether he/she is at work or not). Varying arrangements with respect to liability insurance are in place in different countries engaged in transnational learning mobility for placements. Trainees therefore run the risk of not being covered. Therefore it is the responsibility of the home institution to check that there is liability insurance covering in a mandatory way at least damages caused by the student trainee at the work place. The training agreement provides clarity if this is covered by the host organisation or not. If not made compulsory by the national regulation of the host country, this might not be imposed on the host organisation.

3.3 Accident insurance coverage related to the student's tasks (covering at least damages caused to the student at the workplace):

Acknowledgement that and how insurance against accidents at the work place has been organised shall be included in this agreement.

This insurance covers damages to employees resulting from accidents at work. In many countries employees are covered against such accidents at work. However, the extent to which transnational trainees are covered within the same insurance may vary across the countries engaged in transnational learning mobility programmes. It is the responsibility of the home institution to check that insurance against accidents at work has been organised. The

training agreement provides clarity if this is covered by the host organisation or not. If the host organisation does not provide such a coverage (which cannot be imposed if not made compulsory by the national regulation of the host country), the home institution shall ensure that the trainee is covered by such an insurance (taken either by the home institution (on a voluntary basis as part of its quality management) or by the student trainee herself or himself).

ARTICLE 4 - FINANCING THE PLACEMENT

3.1 The EU grant to co-finance the Placement [and the Erasmus Intensive Language Course] has a maximum amount of EUR [...]

3.2 The final amount of the grant shall be determined by multiplying the actual duration of the Placement in months [and fractions of months according to the rule on calculating the duration defined by the NA] by a rate of EUR [...] per month. The beneficiary must provide proof of the actual dates of start and end of the Placement.

[Optional: In case of the participation in an Erasmus Intensive Language Course (an amendment has to be signed if the amount is not known at the time of the signature of the agreement or a separate agreement):

3.3 The final amount for the participation in an Erasmus Intensive Language Course shall be determined by multiplying the actual duration of the language course in weeks by a rate of EUR [...] per month. The beneficiary must provide proof of the actual dates of start and end of the language course.]

ARTICLE 5 - FINAL REPORT

The beneficiary shall submit the final report using the official forms at the latest 30 days after the end of the Placement.

ARTICLE 6 - LAW APPLICABLE AND COMPETENT COURT

The grant is governed by the terms of the agreement, the EU rules applicable and, on a subsidiary basis, by the law of [...country of the institution...] relating to grants. The beneficiary may bring legal proceedings regarding decisions by the institution concerning the application of the provisions of the agreement and the arrangements for implementing it before the competent Court in accordance with the applicable national law.

ARTICLE 6 - BANK ACCOUNT [Optional]

Payments shall be made to the beneficiary's bank account as indicated below:

Name of bank: _____

Address of branch: _____

Name of account holder: _____

Account number: _____

Sort code: _____

SIGNATURES

For the beneficiary [name / forename]

For the institution [name / forename / function]

Signature _____

Done at _____

[place], [date] _____

Signature _____

Done at _____

[place], [date] _____