



Model PLACEMENT AGREEMENT for an Erasmus student placement

[minimum requirements]

Under the Lifelong Learning Programme

Cork Institute of Technology
Bishopstown, Cork, Ireland

called hereafter "**the institution**", represented for the purposes of signature of this agreement by Dr Brendan J Murphy, President

of the one part, and

[Mr/Mrs name and forename]
[official address in full]

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

HAVE AGREED

the **Conditions** and **Annexes** below:

Annex I	Training Agreement and Quality Commitment for Erasmus student placements
Annex II	General Conditions
Annex III	Erasmus Student Charter
Annex IV	Final report form [for the Placement]

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

CONDITIONS

ARTICLE 1 – PURPOSE OF THE GRANT

- 1.1 The institution will provide EU 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 the Intensive Language Course] as described in Annex 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.

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 - FINANCING THE MOBILITY PERIOD

- 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 for the Placement shall be determined by multiplying the 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 4 – PAYMENT ARRANGEMENTS

- 4.1 Within 45 days of the date of entry into force of the agreement, a financing payment of EUR [...] shall be made to the beneficiary, representing [between 80% and 100%] of the maximum grant amount.
- 4.2 If the payment under article 4.1 is lower than 100% of the maximum grant amount, the final report will be considered as the beneficiary's request for payment of the balance of the grant. 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 – FINAL REPORT

The beneficiary shall submit the final report using the official forms at the latest 30 days [or days if the end date of the placement period is after 30 September, the submission period shall be shortened so that the HEI or placement consortium is able to report to the NA by 30 November] after the end of the Placement.

ARTICLE 6 - BANK ACCOUNT

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

- Name of bank: [...]
- Address of branch: [...]
- Precise denomination of the account holder: [...]
- Full account number (including bank codes): [...]

ARTICLE 7 – LAW APPLICABLE AND COMPETENT COURT

The grant is governed by the terms of the agreement, the Community 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.

SIGNATURES

For the beneficiary
[name / forename]

[signature]

Done at [place], [date]

For the institution
[name / forename / function]

[signature]

Done at [place], [date]

**Training Agreement
and Quality Commitment for Erasmus student placements**

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 [..country..], 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 placement [and the EILC]. Consequently, the National Agency of [..country..] 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 beneficiary 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 beneficiary within one month of receiving notification by registered letter.

If the beneficiary terminates the agreement before its agreement ends or if he/she fails to follow the agreement in accordance with the rules, he/she will have to refund the amount of the grant already paid.

In case of termination by the beneficiary due to "force majeure", i.e. an unforeseeable exceptional situation or event beyond the beneficiary's control and not attributable to error or negligence on his/her part, the beneficiary will be entitled

to receive the amount of the grant corresponding to the actual time of the placement [and the EILC]. Any remaining funds will have to be refunded.

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 Community 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 Community legislation (Court of Auditors or European Antifraud Office (OLAF)).

The beneficiary 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 [..country..] or by any other outside body authorised by the European Commission or the National Agency of [..country..] to check that the Placement and the provisions of the agreement are being properly implemented.