

**Anexa 39**

**Grant agreement template for**

**teaching and/or training staff mobility within the framework of Education, Scholarships, Apprenticeships and Youth Entrepreneurship Programme**

**financed by the EEA Grants 2014-2021**

**No........................**

For staff from HEIs:Full official name of the sending institution and Erasmus Code, if applicable: **“Gheorghe Asachi” Technical University of Iasi, Romania – RO IASI05**

Address: 67 prof. Dimitrie Mangeron blvd., 700050, Iasi, Romania

Called hereafter "Project Promotor" or “PP”, represented for the purposes of signature of this agreement by professor Dan CAȘCAVAL, RECTOR of the one part, and

Dr/Mr/Mrs/Ms [Participant name(s)and forename(s)]

**Seniority in the position:**

**Nationality:**

**Address:** [official address in full]

**Department/unit:**

**Phone:**

**E-mail:**

**Sex: [M/F]**

**Academic year: 20../20..**

Participant with: ☐ a financial support from EEA Grants - Financial Mechanism 2014-2021  
☐ a financial support from EEA Grants - Financial Mechanism 2014-2021 combined with zero-grant days

The financial support includes:☐special needs support

Bank account where the financial support should be paid:

Bank account holder (if different than participant):

Bank name:

Clearing/BIC/SWIFT number:

Account/IBAN number:

Why ‘if applicable » does it mean that the money can be paid in « cash » ?

Called hereafter “the participant”,of the other part,

Have agreed

the Special Conditions and Annexes below which form an integral part of this agreement ("the agreement"):

Annex I Staff MobilityAgreement

Annex II Certificate of attendance  
Annex III Final Report  
Annex IV Declaration on avoidance of double funding

The terms set out in the Agreement shall take precedence over those set out in the **Annexes.**

[It is not compulsory to circulate papers to third parties with original signatures for Annex I of this document: scanned copies of signatures can be accepted.]

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

1.1 The Project Promoter shall provide support to the participant for undertaking a mobility activity for [teaching/ training/ teaching and training]within the framework of **Education, Scholarships, Apprenticeships and Youth Entrepreneurship Programme financed by the EEA Grants 2014-2021.**

1.2 The participant accepts the financial support as specified in article 3 and undertakes to carry out the mobility activity for [teaching/ training/ teaching and training] 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

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 [date] and end on [date].The start date of the mobility period shall be the first day that the participant needs to be present at the receiving [institution/organisation] and the end date shall be the last day the participant needs to be present at the receiving [institution/organisation].

[Organization/Project Promotor to select the applicable option:[Travel time is excluded from the duration of the mobility period.]or[One day for travel before the first day of the activity abroad [and/or] one day for travel following the last day of the activity abroad shall be added to the duration of the mobility period and included in the calculation for individual support.]

2.3 The participant shall receive support from EEA funds for […] days of activity

[If the participant receives financial support from EEA funds: the number of days shall be equal to the duration of the mobility period];

If the participant receives financial support EEA funds combined with a zero-grant period: the number of days shall correspond to the period covered by a financial support from EEA funds, which shall be provided at least for the minimum duration of the period abroad (2 days per mobility period)

2.4 The total duration of the mobility period, shall not exceed 2 months, with a minimum of 2 consecutive days per mobility activity.[a minimum of 8 teaching hours per week has to be respected. If the mobility lasts longer than one week, the minimum number of teaching hours for extra days shall be proportional to the duration of that week

[For teaching mobility[The participant shall teach a total of […] hours in [...] days].

2.5 The participant may submit any request concerning the extension of the mobility period within the limit set out in article 2.4. If the PP agrees to extend the duration of the mobility period, the agreement shall be amended accordingly.

2.6 The Certificate of Attendance shall provide the effective start and end dates of the mobility period.

ARTICLE 3– FINANCIAL SUPPORT

3.1 The participant shall receive a total grant of EUR […] out of which EUR […] corresponding to individual support and […] EUR corresponding to travel. The grant is unit cost.

3.2 The reimbursement of costs incurred in connection with special needs, when applicable, shall be based on the supporting documents provided by the participant.

3.3 The financial support may not be used to cover costs already funded by other source of funding.

3.4 The financial support or part of it shall be recovered if the participant does not carry out the mobility in compliance with the terms of the agreement. However, reimbursement shall not be requested when the participant has been prevented from completing his/her mobility activities as described in Annex I due to force majeure. Such cases shall be reported by the PP and approved by the Programme Operator.

ARTICLE 4 – PAYMENT ARRANGEMENTS

4.1 Within 30 calendar days following the signature of the agreement by both parties, and no later than the start date of the mobility period, a pre-financing payment shall be made to the participant representing an advance of 80% of the total amount specified in Article 3.

4.2 The second installment (balance) up to 20% of the grant’s maximum amount specified in Article 3 to the participant or the initiation of recovery procedures by issuing a debit note (if the documents are not submitted in due time or are inappropriate or the mobility was shorter than the one contracted) shall be carried out within a maximum of 45 calendar days from the receipt by PP of the documents mentioned to in Article 6.

ARTICLE 5 – DOUBLE FINANCING

By signing the present agreement, the participant declares that identical costs are covered from one source only. Therefore, the EEA grants may not used to cover identical costs already supported by other national or international programmes.

ARTICLE 6 – REPORTING

Upon returning to the home institution, at the end of the mobility, the participant will submit the following documents to the PP (Office / Department .......) **within maximum 15 calendar days** after returning from mobility:

a) The Teaching Agreement / Training Agreement signed (and stamped if applicable) by the participant, the host institution and the home institution;  
b) Certificate of attendance signed (and stamped if applicable) by the host institution stating that the participant has undertaken the period referred in Article 3 one mobility for teaching / training in the framework of Education, Scholarships, Apprenticeships and Youth Entrepreneurship Programme, financed from the EEA Grants 2014-2021, covering all activities mentioned in the Teaching Agreement / Training Agreement;  
c) Final report on the activities undertaken during the mobility period (written by the participant using the template from Annex III);  
d) Declaration regarding the possible use of funds from other sources and avoidance of double funding as defined in Article 5 (prepared by the participant model in Annex IV).

ARTICLE 7 – TERMINATION

7.1 If the Participant fails to comply with all of the obligations arising under or from the present agreement and irrespective of any consequences under the applicable law, the Project Promoter shall be fully entitled to terminate this agreement without further legal action if the Participant fails to take action to remedy the situation within on calendar month following receipt of the notification by registered letter.

7.2 If the participant terminates the contract before its completion or if the participant fails to comply with the contract, he will be obliged to reimburse the amount advanced from the grant, unless otherwise agreed with the PP.

7.3 In case of termination of the contract in case of "force majeure", in any exceptional or unpredictable situation, independent of the participant's will and which is not due to a mistake or negligence, the participant is entitled to receive at least the corresponding amount from the grant of the actual mobility period. Any other amounts must be refunded, unless otherwise agreed with the PP.

ARTICLE 8 – LAW APPLICABLE AND COMPETENT COURT

8.1 This agreement is considered of civil nature. The use of the grant is subject to the terms of this agreement, to the applicable European Union rules and, additionally, to the Romanian legislation.

8.2 The competent courts shall be the courts of the place where the PP is located, which have exclusive jurisdiction to settle any dispute between the PP and the Participant, regarding the interpretation, application or validity of this Agreement, if such dispute cannot be settled amiably.

ARTICLE9 – CONTROL AND AUDIT

The Parties undertake to provide any detailed information requested by the Programme Operator and the EEA Financial Mechanism (FMO) or any other external body authorized by FMO or the Programme Operator to verify that the mobility activities and the contractual provisions are properly implemented.

ARTICLE 10 – DATA PROTECTION

All personal data contained in the contract will be processed in accordance with Regulation (EC) No. 45/2001 and Regulation (EU) 2016/679 of the European Parliament and the European Council on the processing and use of personal data by EU institutions and bodies. These data will only be processed in connection with the implementation of the contract and its follow up by the Project Promoter, the Programme Operator, the National Contact Point and the FMO, without prejudice to the possibility of transmitting these data to the bodies responsible for verification and audit in case of EEA Grants - Financial Mechanism 2014-2021.

SIGNATURES

For the participant For the institution

[name(s) / forename(s)] ”Gheorghe Asachi” Technical University of Iași

RECTOR

Prof.univ.dr.ing. Dan CAȘCAVAL

[signature] [signature]

Stamp if applicable

Done at [place], [date] Done at [place], [date]

Own preventive financial control  
Ec. Mariana CRIVOI

Date:  
  
[signature]