

Grant Agreement for Erasmus+ Mobility for the 2022/2023 Academic Year

between

The **Johannes Kepler University Linz**, Altenberger Straße 69, 4040 Linz, Austria,
called hereafter "**JKU**", represented by Christine Hinterleitner, head of the International Office,

and

Sahbafard Arash, referred to hereafter as the Participant,

Date of birth: 10.08.1994

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E-Mail: arashsahbafard2018@gmail.com

Gender: Male

IBAN: AT362032032402222627

BIC/SWIFT: ASPKAT2LXXX

Home institution's Erasmus Code: A LINZ01

Level of study: doktorat

Study programme: [Doktoratsstudium] 700 Technische Wissenschaften

ISCED Code: 9999

Number of completed semesters: 2

Host country: France

Host institution: Eurecom

Duration of stay abroad: 01.09.2022 – 01.12.2022 (3 months and days)

The JKU and the Participant shall agree to the following Special Conditions to approve a mobility grant. The annexes mentioned below also form an integral part of this agreement but are not enclosed. In the event of any conflict, the stipulations included in the Special Conditions have priority over stipulations outlined in the Annexes.

Annex I Learning Agreement Student Mobility for Traineeships

Annex II General Conditions, available at:

https://www.jku.at/fileadmin/gruppen/50/Dokumente/Austausch/Grant_agreement_AnnexII.pdf

Annex III Erasmus Student Charter, available at:

https://www.jku.at/fileadmin/gruppen/50/Dokumente/Austausch/Erasmus-student-charter-july2018_en.pdf

The Participant will receive financial support from Erasmus+ EU funds, funds from the Austrian Ministry of Education, Science and Research or out of the JKU budget.

The mobility grant covers:

- x Individual support for long-term physical mobility
- o Top-up for students who have fewer opportunities, 250 EUR per month
- o Top-up for green travel, 50 EUR (one-time payment)

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

- 1.1 The JKU shall provide financial support (a mobility grant) to the Participant under the EU Erasmus+ Programme to enable him carry out the mobility for traineeship as defined on page 1.
- 1.2 The Participant accepts the mobility grant in the amount as defined in Article 3 and commits to carrying out the mobility activity as defined on page 1.
- 1.3. Both contracting parties may propose and agree to changes in the contract by means of a written or electronic communication with regard to personal information and the duration of the mobility period.

ARTICLE 2 – EFFECTIVE DATE OF AGREEMENT, DURATION AND VERIFICATION OF MOBILITY

- 2.1 The agreement goes into effect on the date when the last of the two parties sign.
- 2.2 The physical mobility period shall start on 01.09.2022 at the earliest and end by no later than 01.12.2022. The mobility period's start date is the first day that the Participant needs to be present at the host institution (or - if completing a preparatory language course outside the host institution - at the host institution itself). The end date shall be the last day the Participant needs to be physically present at the host institution.
- 2.3 The minimum duration of mobility is two full months. Any stay less than 2 months will not be funded. A full month, for example, is the period between March 7 to April 6.
- 2.4 The overall length of the mobility period must not exceed 12 months per study cycle¹, including *zero grant* stays.
- 2.5 As specified in Article 2.2., the Participant may apply to extend the mobility phase no later than one month before the mobility period ends, whereby the extended period must be a minimum of 15 days. If the JKU agrees to extending the mobility period, the agreement will be amended accordingly. It is possible to approve the stay without a grant (*zero grant*).
- 2.6 A 'confirmation of stay' is required to verify the mobility period. Only those confirmations issued during the last week of the mobility period at the earliest will be accepted.

ARTICLE 3 – AMOUNT OF MOBILITY GRANT

- 3.1 Financial support is calculated following the funding rules as outlined in the Erasmus+ Programme Guide.
- 3.2 The Participant shall receive financial support for 3 months and days (a total of 91 days) for physical mobility.
- 3.3 The mobility grant for the mobility phase is EUR 1790,00.
- 3.4 In accordance with Article 2.3, once the minimum duration of the stay has been met, the grant will not be reduced if the mobility period that has actually been completed is less than 5 days shorter than the period specified in Article 2.2.
- 3.5 The grant for the respective country of destination is calculated by multiplying the number of full months of the (verified) mobility period by the applicable flat rate per month. In regard to incomplete months, the grant amount is calculated by multiplying the number of days with 1/30 of unit cost per month.
- 3.6 Reimbursement of costs incurred associated with inclusion needs shall be based on the Participant's supporting documents.
- 3.7 The mobility grant allocated under this agreement may not be used to cover similar costs already funded by other EU funds or funds from the Austrian Federal Ministry of Education, Science and Research.
- 3.8 Notwithstanding Article 3.7, other additional sources of funding, including revenue that the Participant could receive working in addition to studying shall not reduce the Participant's eligibility to receive the grant as long as the Participant carries out the proposed activities.

ARTICLE 4 – SUNSET CLAUSE

- 4.1 The JKU will not make any payment until both parties have signed the agreement.
- 4.2 A grant can only be awarded for a stay abroad that began before the agreement came into effect providing the Participant can prove that due to unavoidable circumstances, the stay abroad had to begin before the agreement was signed. This does not apply to stays beginning in the fall of 2021 that began before the agreement came into effect due to delays on the part of the European Commission.
- 4.3 If both parties do not sign the agreement no later than 30 days before the end of the mobility period (as outlined in Article 2.2), the right to grant payment expires.

ARTICLE 5 – PAYMENT ARRANGEMENTS

- 5.1 Within 30 calendar days following the signature of the agreement by both parties, but by no later than at the start of the mobility period, a pre-financing shall be made to the Participant representing 80% of the amount mentioned in Article 3. The prerequisite for payment is submitting a completed and signed Learning Agreement and a completed OLS Assessment (see Article 9).
- 5.2 The following documents must be submitted by using the corresponding JKU online forms within 45 days after the end of the grant-funded mobility period (with the exception of Article 5.3):
 - Confirmation of Stay (see Article 2.6)
 - Learning Agreement, in particular the part „After the Mobility”
 - Experience Report
- 5.3 At the end of the mobility period, the Participant will receive an invitation to complete an *Erasmus+ Participant Report Form* (via the online tool "EU Survey"). The form must be completed within 30 days. Completing the *Erasmus+ Recognition Questionnaire* is optional.
- 5.4 The JKU will make the final payment or reimbursement within 45 calendar days after receiving the documents listed under Article 5.2.

ARTICLE 6 – REPAYMENT OBLIGATIONS

- 6.1 The Participant agrees to repay the Erasmus+ mobility grant in its entirety if he
 - a) does not take up the mobility period;
 - b) ends the mobility before the end of the stipulated minimum stay abroad (see Article 6.2 for exceptions);
 - c) simultaneously – or after the event - obtains any other Austrian federal grant or funding or European Commission funds for the same activity (double funding is not permitted);
 - d) fails to comply with the requirement to provide adequate verification (see Article 2.6) in regard to the actual duration of the stay in due time, despite a single written reminder, or fails to complete and submit the *Erasmus+ Participant Report Form* (using the online tool "EU Survey") within the designated deadline;
 - e) fails to provide verification of credit transfer at the request of the JKU International Office (and, in accordance with Article 8), or fails to provide corresponding verification to the degree that was stipulated in advance;
 - f) received the grant based on incorrect or incomplete information.
- 6.2 The Participant agrees to repay the Erasmus+ mobility grant on a pro rata basis if he
 - a) prematurely terminates the mobility period through no fault of their own on verifiable grounds. Justified cases for a termination shall include in particular illness, important family obligations, as well as unavoidable or unforeseeable serious events ("force majeure"). In this case, the Participant shall be entitled to retain the aliquot proportion of the grant for the amount equating to the actual length of the terminated study abroad period. The funds paid out beyond this must be returned.
 - b) submits verification by the host institution for the duration of the mobility period which is shorter than the duration as specified in Article 2.2 by more than five working days. However, if the duration of the mobility period is less than the minimum of two entire months, the grant must be repaid in full.

- c) through no fault of his own, for a verifiable reason being unable to provide proof of completion or credit transfer of a minimum of three ECTS credits per month during the stay. Justified cases in particular include illness, important family obligations, as well as unavoidable or serious, unforeseen circumstances.
- 6.3 The JKU reserves the right to seek reimbursement (i.e. in lieu of a lack of/deficient credit transfer or failure to fulfill the contractual conditions if such is discovered during the course of a later review) even after settlement/final payment in accordance with Article 5.4 and must be fulfilled by the Participant.

ARTICLE 7 – INSURANCE

- 7.1 Allocating a mobility grant does not include insurance coverage.
- 7.2 The Austrian Student Union provides JKU students with accident and liability insurance coverage (see: <https://www.oeh.ac.at/en/services/insurance-policy-austrian-students-union-oh> to learn more). In addition, basic healthcare insurance may be available, if necessary, by using the European Health Insurance Card.
- 7.3 It is recommended to take out additional insurance for costs not covered by these insurance policies (including recreational accidents, costs for medical evacuation and repatriation, document theft, luggage, etc.).
- 7.4 The Participant is responsible for arranging adequate and sufficient insurance coverage (healthcare, accident, and liability insurance) for the duration of the mobility period.

ARTICLE 8 – CREDIT TRANSFER

- 8.1 If the traineeship is embedded in the curriculum, the minimum requirement to receive payment of the mobility grant is academic credit transfer in the amount of three ECTS credits per month (verification required; incomplete months up to a duration of 14 days are not taken into account but fully taken into account starting at 15 days). If the Erasmus+ stay is extended, the entire duration of the Erasmus+ stay must be used as the basis to determine the minimum number of ECTS credits to be earned.
- 8.2 The Participant agrees to submit the credit transfer according to Article 8.1 within two months after the end of the agreed-upon mobility phase.

ARTICLE 9 – ONLINE LANGUAGE SUPPORT

- 9.1 Before the mobility period begins, the Participant must complete the OLS Assessment in the host institution's language of instruction. Completing the online assessment before departure is a prerequisite for mobility.
Participants whose native language is the language of instruction at the host institution are exempt from this rule.
- 9.2 Applicable only in the event of taking part in an OLS language course: The Participant will take part in an OLS language course of his choice and will agree to take advantage of the programme from the start and to the greatest extent possible, and notify the JKU immediately if this cannot be fulfilled.

ARTICLE 10 – COMMUNICATION AND PARTICIPANT'S REPORTING REQUIREMENTS

- 10.1 In principle, communication with the Participant on the behalf of the JKU's International Office will take place via e-mail.
- 10.2 The Participant must immediately notify the JKU International Office in regard to any premature termination of the mobility programme.
- 10.3 The Participant agrees to notify the JKU International Office immediately of any change regarding his mobility phase or his personal information.

ARTICLE 11 – DATA PRIVACY

11.1 The Participant has been made aware of the corresponding [Data Protection Policy](#) in regard to processing his personal information.

ARTICLE 12 – DISCLAIMER

- 12.1 To the extent permitted by law, the contracting parties and/or their employees are only to be held liable in the event of intent or gross negligence.
- 12.2 Liability on the part of the European Commission and the National Agency, and their respective employees, regarding claims based on the current agreement and concerning damages incurred during the stay abroad is excluded. Accordingly, the European Commission and the National Agency will also dismiss any request for financial compensation.

ARTICLE 13 – APPLICABLE LAW

- 13.1 This agreement is to be subject exclusively to Austrian law, to the sole exclusion of the conflict-of-law rules.
- 13.2 Any disputes between the Organization and the Participant in regard to interpreting, applying, and/or the validity of this agreement shall be subject to the exclusive jurisdiction of the local and corresponding court as determined by applicable Austrian laws, unless these disputes can be settled by amicable resolution.

SIGNATURES

The Participant:
Sahbafard Arash

On behalf of the
Johannes Kepler University Linz:
Christine Hinterleitner
Head of the International Office



Location, Date

Linz, 23.08.2022

Linz, 23.08.2022

¹ First Cycle: Bachelor's degree programmes; Second Cycle: Master's programmes; Third Cycle: PhD. Diploma degree programmes are regarded as "one cycle study programmes" in which the mobility phase(s) may not exceed a total of 24 months.