

Grant agreement model for BBVET traineeships

[This template can be adapted by the VET receiving organisation, but the content of the template are minimum requirements]

BBVET – VOCATIONAL EDUCATION AND TRAINING

[Full official name of the receiving organisation and Accreditation reference number, if applicable]

Address: [official address in full]

Called hereafter "the organisation", represented for the purposes of signature of this agreement by [name(s), forename(s) and function] of the one part, and

Mr/Mrs/Ms [Apprentice/VET learner name(s) and forename(s)]

Date of birth:

Nationality:

Address: [official address in full]

Phone:

E-mail:

Sex: [M/F]

Academic year: 20../20..

Vocational training level: [Apprentice/Upper-secondary vocational education and training/Post-secondary vocational education and training/Other]

Subject area: [degree in sending institution] Code: [ISCED-F code]

Number of completed VET study years:

The financial support includes: Special needs support

Bank account where the financial support should be paid:

Bank account holder (if different than student):

Bank name:

Clearing/BIC/SWIFT number:

Account/IBAN number:

Called hereafter "the participant", of the other part,

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

BBVET – VOCATIONAL EDUCATION using ECVET

Annex I ECVET Learning Agreement for Erasmus+ mobility for traineeships (to be signed by sending and receiving institutions and participant

Annex II ECVET Memorandum of understanding [to be signed between sending and receiving institutions]

The terms set out in the Special Conditions shall take precedence over those set out in the annexes.

[It is not compulsory to circulate papers with original signatures for Annex I of this document: scanned copies of signatures and electronic signatures may be accepted, depending on the national legislation.]

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

- 1.1 The organisation shall provide support to the participant for undertaking a mobility activity for traineeships.
- 1.2 The participant accepts the support or the provision of services as specified in article 3 and undertakes to carry out the mobility activity for traineeships 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] at the earliest and end on [date] at the latest. The start date of the mobility period shall be the first day that the participant needs to be present at the receiving organisation. [The start date for the provision of individual support shall be the first day that the participant needs to be present at the receiving organisation]. The end date of the period abroad shall be the last day the participant needs to be present at the receiving organisation.
- 2.3 The participant shall receive a financial support from BBVET project for [...] months and [...] days [if the participant receives a financial support from EU funds: the number of months and extra days shall be equal to the duration of the mobility period]
- 2.4 The Transcript of Records or Traineeship Certificate (or statement attached to these documents) shall provide the confirmed start and end dates of duration of the mobility period.

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1 The financial support for the mobility period is EUR [...], corresponding to EUR [...] per 30 days if long-term or per day if short term.
- 3.2 The participant shall receive from the institution a financial support of [...] EUR for [institution/organisation to select the applicable budget categories: travel/individual support] and support in the form of direct provision of the required [institution/organisation to select the applicable budget categories: travel/individual support] services. In such case, the beneficiary shall ensure that the direct provision of services will meet the necessary quality and safety standards.
- 3.3 The reimbursement of costs incurred in connection with special needs, when applicable, shall be based on the supporting documents provided by the participant.
- 3.4 The financial support may not be used to cover similar costs already funded by EU funds.
- 3.5 Notwithstanding article 3.4, the grant is compatible with any other source of funding including revenue that the participant could receive working beyond its traineeship as long as he/she carries out the activities foreseen in Annex I.
- 3.6 The financial support or part thereof shall be repaid if the participant does not comply with the terms of the agreement. If the participant terminates the agreement before it ends, he/she shall have to refund the amount of the grant already paid, except if agreed differently with the sending institution. However, when the participant has been prevented from completing his/her mobility activities as described in Annex I due to force majeure, he/she shall be entitled to receive the amount of the grant corresponding to the actual duration of the mobility period as defined in article 2.2. Any remaining funds shall have to be refunded, except if agreed differently with the sending institution.

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 or upon receipt of confirmation of arrival, a pre-financing payment shall be made to the participant representing [33%] of the amount specified in Article 3. In case the participant did not provide the supporting documents in time, according to the sending institution's timeline, a later payment of the pre-financing can be exceptionally accepted.
- 4.2 If the payment under article 4.1 is lower than 100% of the financial support, the submission of the on-line BBVET survey shall be considered as the participant's request for payment of the balance of the financial support. 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 – INSURANCE

- 5.1 The participant shall have adequate insurance coverage. The sending Institution is responsible for the trainees mandatory insurance.
- 5.2 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 participant 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 sending institution of the student to ensure that the participant is aware of health insurance issues.*]
- 5.3 Acknowledgement that **liability insurance coverage** (covering damages caused by the student at the workplace [study place if foreseen for studies]) has been organised and of how it 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 traineeships. Trainees therefore run the risk of not being covered. Therefore it is the responsibility of the sending institution to check that there is liability insurance covering in a mandatory way at least damages caused by the participant at the work place. Annex 1 provides clarity if this is covered by the receiving organisation or not. If not made compulsory by the national regulation of the receiving country, this might not be imposed on the receiving organisation.]

- 5.4 Acknowledgement **accident insurance coverage** related to the student's tasks (covering at least damages caused to the student at the workplace [/study place if foreseen for studies]) has been organised and of how it 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 sending institution to check that insurance against accidents at work has been organised. Annex 1 provides clarity if this is covered by the host organisation or not. If the receiving organisation does not provide such a coverage (which cannot be imposed if not made compulsory by the national regulation of the receiving country), the sending institution shall ensure that the student is covered by such an insurance (taken either by the sending institution (on a voluntary basis as part of its quality management) or by the participant herself or himself)].

ARTICLE 6 – BBVET SURVEYS

- 6.1. The participant shall complete and submit the BBVET Survey after the mobility abroad within 30 calendar days upon receipt of the invitation to complete it. Participants who fail to complete and submit the BBVET Survey may be required by their institution to partially or fully reimburse the financial support received.

ARTICLE 8 – LAW APPLICABLE AND COMPETENT COURT

- 8.1 The Agreement is governed by national law of [add name of your country].
- 8.2 The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the institution and the participant concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

SIGNATURES

For the participant
[name / forename]

[signature]

Done at [place], [date]

For the [institution/organisation]
[name / forename / function]

[signature]

Done at [place], [date]

**[Key Action 1 – VOCATIONAL EDUCATION using ECVET]
ECVET Learning Agreement for BBVET mobility**

