**Wageningen University NL WAGENIN01**

 Droevendaalsesteeg 2

 6708 PB Wageningen

 The Netherlands

Called hereafter "the institution", represented for the purposes of signature of this agreement by institutional coordinator or Erasmus administrators, of the one part, and:

|  |  |
| --- | --- |
| Name of student |  |
| Registration number |  |
| **Please indicate the e-mail address at which you want to receive the correspondence (tick the right box)**🞏 WUR E-mail 🞏 Private E-mail  |
| **Sending your Learning Agreement (Please read and tick to confirm)**🞏 I am aware that I have to send a fully signed Learning Agreement before departure  (The Erasmus+ grant will only be paid until we receive all the required documents) |
| Gender | (Male/Female) |
| Date of birth |  |
| Nationality  |  |
| Previous Erasmus experience | Yes (if yes, please specify how many months and during BSc or MSc or PhD)/No |
| Address |  |
| Zip code + City |  |
| Phone |  |
| Study Cycle during exchange | BSc /MSc/PhD |
| Study programme  |  |
| Code ISCED\* |  |
| Number of completed higher education study years |  |
| Name receiving institution |  |
| Country |  |
| Study period abroad | From to (dd-mm-year) |
| Account/ IBAN number |  |
| BIC Only for bank accounts outside the Netherlands |   |

\*see website- [Download ISCED codes](https://www.wur.nl/upload_mm/1/0/4/83569ed3-054b-4ecc-8c02-90cc73cd2071_ISCED%20CODES.pdf)

|  |  |
| --- | --- |
| To be completed by Erasmus Administrator:

|  |
| --- |
| 🞏 a financial support from EU funds 🞏 a zero-grant from EU funds 🞏 a financial support from EU combined with a zero-grant period  including zero grant days |

 Student with: The participant shall have an Erasmus+ status for days.The financial support from EU funds for the mobility period has an amount of EUR corresponding to EUR per 30 days. The financial support includes: 🞏Special needs support  |

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 - Learning Agreement for Erasmus+ mobility for studies/ traineeships

Annex - General Conditions

Annex - Erasmus Student Charter

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

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

1.1 Wageningen University shall provide support to the participant for undertaking a mobility activity for studies under the Erasmus+ Programme.

1.2 The participant accepts the individual and travel support as specified in article 3 and undertakes to carry out the mobility activity for studies as described in the Learning Agreement.

1.3. Amendments to the agreement, including to the start and end dates, 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 minimum duration of the mobility period is 3 months or 1 academic term or trimester The total duration of the mobility period shall not exceed 12 months, including any zero-grant period, which shall only be used exceptionally.

2.3 The mobility period shall start on start date at the earliest and end on end 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 or the first day of language course attendance outside 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.

2.4 The participant shall receive financial support from Erasmus+ EU funds for (see page 1) days.

2.5 Demands to the institution to extend the period of stay should be introduced at least one month before the end of the originally planned mobility period.

2.6 Transcript of Records and Statement of receiving institution (or statement attached to this document) shall provide the confirmed start and end dates of the mobility period.

ARTICLE 3 – FINANCIAL SUPPORT

3.1 The financial support for the mobility period has an amount of EUR (see page 1) corresponding to EUR (see page 1) per 30 days. The final amount for the mobility period shall be determined by multiplying the number of days/months of the mobility specified in article 2.3 with the rate applicable per day/month for the receiving country concerned. In the case of incomplete months, the financial support is calculated by multiplying the number of days in the incomplete month with 1/30 of the unit cost per month.

3.2 In addition, the institution shall provide the participant with travel support in the form of direct provision of the required travel support services. In such case, the institution shall ensure that the 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 his/her studies as long as he/she carries out the activities foreseen in the Learning Agreement.

3.6 The financial support or part thereof shall be repaid if the participant does not carry out the mobility activity in compliance 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 institution. However, when the participant has been prevented from completing his/her mobility activities as described in the Learning Agreement due to force majeure, he/she shall be entitled to receive at least the amount of the grant corresponding to the actual duration of the mobility period. Any remaining funds shall have to be refunded, except if agreed differently with the institution. Such cases shall be reported by the institution and accepted by the National Agency.

ARTICLE 4 – PAYMENT ARRANGEMENTS

4.1 Within 30 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 70% of the amount specified in Article 3. In case the participant did not provide the supporting documents in time according to the sending institution 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 maximum grant amount, the submission of the on-line EU survey and Statement of Receiving Institution shall be considered as the participant's request for payment of the balance of the financial support. The institution shall have 30 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. Wageningen UR has arranged a collective continuous travel insurance agreement for students of Wageningen UR. This insurance covers a maximum travel period of 550 days, including luggage and accidents. It is the responsibility of the student to be registered in the population register in the Netherlands during the stay abroad.

**Health insurance** 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. This is the responsibility of the student.

ARTICLE 6 – EU SURVEY

6.1. The participant shall receive an invitation to complete the online EU Survey 30 calendar days before the end of the mobility period. The participant shall complete and submit the survey within 10 calendar days upon receipt of the invitation.

6.2 Participants who fail to complete and submit the online EU Survey may be required to partially or fully reimburse the financial support received.

 ARTICLE 7 – LAW APPLICABLE AND COMPETENT COURT

7.1 The Agreement is governed by the Dutch General Administrative Law act (Algemene wet bestuursrecht Awb).

7.2 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 For Wageningen University

[name] institutional coordinator or Lian van Lümig/ /Brenda Brouwer/ Marleen Domburg / Daisy Bravo –Erasmus administrators

signature signature

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

**Annex**

**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 the Netherlands, 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 mobility period. Consequently, the National Agency of the Netherlands 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 participant 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 participant within one month of receiving notification by registered letter.

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

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

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

The participant 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 the Netherlands or by any other outside body authorised by the European Commission or the National Agency of the Netherlands to check that the mobility period and the provisions of the agreement are being properly implemented.