**Mobility Agreement**

**Higher Education:**

**Mobility Agreement form**

***Participant’s name***

**Staff Mobility For Training[[1]](#footnote-1)**

Planned period of the training activity: from *[day/month/year]* till *[day/month/year]*

Duration (days) – excluding travel days: ………………….

**The Staff Member**

|  |  |  |  |
| --- | --- | --- | --- |
| Last name (s) |  | First name (s) |  |
| Seniority[[2]](#footnote-2) |  | Nationality[[3]](#footnote-3) |  |
| Gender: [Male/Female/Undefined] |  | Academic year | 20../20.. |
| E-mail |  | | |

**The Sending Institution**

|  |  |  |  |
| --- | --- | --- | --- |
| Name |  | Faculty/Department |  |
| Erasmus code[[4]](#footnote-4)  (if applicable) |  |
| Address |  | Country/Country code[[5]](#footnote-5) |  |
| Contact person  name and position |  | Contact person e-mail / phone |  |

For guidelines, please look at the footnotes.

**The Receiving Institution / Enterprise[[6]](#footnote-6)**

|  |  |  |  |
| --- | --- | --- | --- |
| Name |  | | |
| Erasmus code  (if applicable) |  | Faculty/Department |  |
| Address |  | Country/Country code |  |
| Contact person, name and position |  | Contact person e-mail / phone |  |
|  |  | Size of enterprise  (if applicable) | <250 employees  >250 employees |

**Section to be completed BEFORE THE MOBILITY**

**I. PROPOSED MOBILITY PROGRAMME**

Language of training: ………………………………………

|  |
| --- |
| **Overall objectives of the mobility:** |
| **Training activity to develop pedagogical and/or curriculum design skills:**  **Yes ☐ No ☐** |
| **Added value of the mobility (in the context of the modernisation and internationalisation strategies of the institutions involved):** |
| **Activities to be carried out:** |
| **Expected outcomes and impact (e.g. on the professional development of the staff member and on both institutions):** |

**II. COMMITMENT OF THE THREE PARTIES**

By signing[[7]](#footnote-7) this document, the staff member, the sending institution and the receiving institution/enterprise confirm that they approve the proposed mobility agreement.

The sending higher education institution supports the staff mobility as part of its modernisation and internationalisation strategy and will recognise it as a component in any evaluation or assessment of the staff member.

The staff member will share his/her experience, in particular its impact on his/her professional development and on the sending higher education institution, as a source of inspiration to others.

The staff member and the beneficiary institution commit to the requirements set out in the grant agreement signed between them.

The staff member and the receiving institution/enterprise will communicate to the sending institution any problems or changes regarding the proposed mobility programme or mobility period.

|  |
| --- |
| **The staff member**  Name:  Signature: Date: |

|  |
| --- |
| **The sending institution**  Name of the responsible person:  Signature: Date: |

|  |
| --- |
| **The receiving institution/enterprise**  Name of the responsible person:  Signature: Date: |

**Annex II**

**General Conditions**

**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 Portugal, 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 Portugal 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 except if agreed differently with the sending organisation.

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 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 sending organisation.

**Article 3: Data Protection**

All personal data contained in the agreement shall be processed in accordance with Regulation (EC) No 2018/1725 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 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 Portugal or by any other outside body authorised by the European Commission or the National Agency of Portugal to check that the mobility period and the provisions of the agreement are being properly implemented.

1. Adaptations of this template:

   In case the mobility combines teaching and training activities, **the** **mobility agreement for teaching template** should be used and adjusted to fit both activity types.

   In the case of **mobility between Programme and Partner Countries**, this agreement must be always signed by the staff member, the Programme Country HEI as beneficiary and the Partner Country HEI as sending or receiving organisation. In case of mobility from Partner Country HEIs to Programme Country enterprises the last box should be duplicated to include the signature of the Programme Country HEI (the beneficiary) and the receiving organisation (four signatures in total). [↑](#footnote-ref-1)
2. **Seniority:** Junior (approx. < 10 years of experience), Intermediate (approx. > 10 and < 20 years of experience) or Senior (approx. > 20 years of experience). [↑](#footnote-ref-2)
3. **Nationality:** Country to which the person belongs administratively and that issues the ID card and/or passport. [↑](#footnote-ref-3)
4. **Erasmus Code:** A unique identifier that every higher education institution that has been awarded with the Erasmus Charter for Higher Education receives. It is only applicable to higher education institutions located in Programme Countries. [↑](#footnote-ref-4)
5. **Country code**: ISO 3166-2 country codes available at: <https://www.iso.org/obp/ui/#search>. [↑](#footnote-ref-5)
6. Any Programme Country enterprise or, more generally, any public or private organisation active in the labour market or in the fields of education, training and youth (training of staff members from Programme Country HEIs in Partner Country non-academic partners is not eligible). [↑](#footnote-ref-6)
7. Circulating papers with original signatures is not compulsory. Scanned copies of signatures or electronic signatures may be accepted, depending on the national legislation of the country of the sending institution (in the case of mobility with Partner Countries: the national legislation of the Programme Country). Certificates of attendance can be provided electronically or through any other means accessible to the staff member and the sending institution. [↑](#footnote-ref-7)