

# Erasmus+ Programme

## Key Action 1 – Mobility for learners and staff – Higher Education Student and Staff Mobility

### Inter-institutional<sup>1</sup> agreement 2015/16-2020/21 between institutions from programme and partner countries

#### [Minimum requirements]<sup>2</sup>

The institutions named below agree to cooperate for the exchange of students and/or staff in the context of the Erasmus+ programme. They commit to respect the quality requirements of the Erasmus Charter for Higher Education in all aspects of the organisation and management of the mobility, in particular the recognition of the credits (or equivalent) awarded to students by the partner institution. The institutions also commit to sound and transparent management of funds allocated to them through Erasmus+.

#### A. Information about the higher education institutions

Full name of the institution / country	Erasmus code or city <sup>3</sup>	Name of the contact person	Contact details (email, phone)	Website (eg. of the course catalogue)
Freie Universität Berlin	D BERLIN 01	Stefanie Böhler	ERASMUS+ international mobility coordinator  <a href="mailto:stefanie.boehler@fu-berlin.de">stefanie.boehler@fu-berlin.de</a>  Tel: +49 (0) 30 838 73441	Lecture catalogue: <a href="http://www.fu-berlin.de/vv">www.fu-berlin.de/vv</a>  Semester dates: <a href="http://www.fu-berlin.de/en/studium/studienorganisation/termine">http://www.fu-berlin.de/en/studium/studienorganisation/termine</a>
University of Delhi	New Delhi	Kondepudy Sreenivas	Dean, International Relations (Science and Technology)  <a href="mailto:dean_ir@du.ac.in">dean_ir@du.ac.in</a>  Tel: +91 11 2766 7771	<a href="http://www.du.ac.in">www.du.ac.in</a>  Academic Calendar: <a href="http://www.du.ac.in/du/index.php?page=academic-calendar">http://www.du.ac.in/du/index.php?page=academic-calendar</a>

<sup>1</sup> Inter-institutional agreements can be signed by two or more higher education institutions (HEIs), at least one of them must be located in a Programme Country of Erasmus+.

<sup>2</sup> Clauses may be added to this template agreement to better reflect the nature of the institutional partnership.

<sup>3</sup> Higher Education Institutions (HEI) from Erasmus+ programme countries should indicate their Erasmus code while Partner Countries HEI should mention the city where they are located.

## B. Mobility numbers<sup>4</sup> per academic year

The partners commit to amend the table below in case of changes in the mobility data by the end of January at the latest in the preceding academic year.

FROM [Erasmus code or city of the sending institution]	TO <sup>7</sup> [Erasmus code or city of the receiving institution]	Subject area code * [ISCED 2013]	Subject area name *	Study cycle [short cycle, 1 <sup>st</sup> , 2 <sup>nd</sup> or 3 <sup>rd</sup> ] *	Number of student mobility periods	
					Student Mobility for Studies  [total number of months of the study periods or average duration*]	Student Mobility for Traineeships*  [Not relevant for 2015]
New Delhi	Berlin		university wide	3 <sup>rd</sup>	4 students, 6 months	

[\*Optional: subject code & name and study cycle are optional. Inter-institutional agreements are not compulsory for Student Mobility for Traineeships or Staff mobility for Training. Institutions may agree to cooperate on the organisation of traineeship; in this case they should indicate the number of students that they intend to send to the partner country. Total duration in months/days of the student/staff mobility periods or average duration can be indicated if relevant.]

FROM <sup>7</sup> [Erasmus code or city of the sending institution]	TO <sup>7</sup> [Erasmus code or city of the receiving institution]	Subject area code * [ISCED 2013]	Subject area name *	Number of staff mobility periods	
				Staff Mobility for Teaching  [total number of days of the teaching periods or average duration*]	Staff Mobility for Training *
Berlin	New Delhi		university wide		1 person, 12 days
New Delhi	Berlin		university wide		1 person, 12 days

<sup>4</sup> Mobility numbers can be given per sending/receiving institutions and per education field (optional\*:  
<http://www.uis.unesco.org/Education/Pages/international-standard-classification-of-education.aspx>)



### C. Recommended language skills

The sending institution, following agreement with the receiving institution, is responsible for providing support to its nominated candidates so that they can have the recommended language skills at the start of the study or teaching period.

Receiving institution  [Erasmus code or city]	Optional: Subject area	Main language of instruction	Additional language of instruction	Recommended language of instruction level <sup>5</sup>	
				Student Mobility for Studies  [Minimum recommended level: B1]	Staff Mobility for Teaching  [Minimum recommended level: B2]
Berlin		German	English	B1	B2
New Delhi		English			

For more details on the language of instruction recommendations, see the course catalogue of each institution [Links provided on the first page].

### D. Respect of fundamental principles and other mobility requirements

The higher education institution(s) located in a **programme country**<sup>6</sup> of Erasmus+ must respect the Erasmus Charter for Higher Education of which it must be a holder. The charter can be found here:

[http://eacea.ec.europa.eu/funding/2014/call\\_he\\_charter\\_en.php](http://eacea.ec.europa.eu/funding/2014/call_he_charter_en.php)

The higher education institution(s) located in a **partner country** of Erasmus+ must respect the following set of principles and requirements:

The higher education institution agrees to:

- Respect in full the principles of non-discrimination and to promote and ensure equal access and opportunities to mobile participants from all backgrounds, in particular disadvantaged or vulnerable groups.
- Apply a selection process that is fair, transparent and documented, ensuring equal opportunities to participants eligible for mobility.
- Ensure recognition for satisfactorily completed activities of study mobility and, where possible, traineeships of its mobile students.

<sup>5</sup> See Common European Framework of Reference for Languages

<sup>6</sup> Erasmus+ programme countries are the 28 EU countries, the EFTA countries and other European countries as defined in the Call for proposals.

- Charge no fees, in the case of credit mobility, to incoming students for tuition, registration, examinations or access to laboratory and library facilities. Nevertheless, they may be charged small fees on the same basis as local students for costs such as insurance, student unions and the use of miscellaneous material.

The higher education institution located in a **partner country** of Erasmus further undertakes to:

#### **Before mobility**

- Provide information on courses (content, level, scope, language) well in advance of the mobility periods, so as to be transparent to all parties and allow mobile students to make well-informed choices about the courses they will follow.
- Ensure that outbound mobile participants are well prepared for the mobility, including having attained the necessary level of linguistic proficiency.
- Ensure that student and staff mobility for education or training purposes is based on a learning agreement for students and a mobility agreement for staff validated in advance between the sending and receiving institutions or enterprises and the mobile participants.
- Provide assistance related to obtaining visas, when required, for incoming and outbound mobile participants. Costs for visas can be covered with the mobility grants. See the information / visa section for contact details.
- Provide assistance related to obtaining insurance, when required, for incoming and outbound mobile participants. The institution from the Partner country should inform mobile participants of cases in which insurance cover is not automatically provided. Costs for insurance can be covered with the organisational support grants. See the information / insurance section for contact details.
- Provide guidance to incoming mobile participants in finding accommodation. See the information / housing section for contact details.

#### **During and after mobility**

- Ensure equal academic treatment and services for home students and staff and incoming mobile participants and integrate incoming mobile participants into the institution's everyday life, and have in place appropriate mentoring and support arrangements for mobile participants as well as appropriate linguistic support to incoming mobile participants.
- Accept all activities indicated in the learning agreement as counting towards the degree, provided these have been satisfactorily completed by the mobile student.
- Provide, free-of-charge, incoming mobile students and their sending institutions with transcripts in English or in the language of the sending institution containing a full, accurate and timely record of their achievements at the end of their mobility period.
- Support the reintegration of mobile participants and give them the opportunity, upon return, to build on their experiences for the benefit of the Institution and their peers.
- Ensure that staff are given recognition for their teaching and training activities undertaken during the mobility period, based on a mobility agreement.

#### **E. Any additional requirements**



- Master students need to send a bachelor certificate OR a transcript of records with 180 ECTS credits to the Student Exchange Office. All master programs are consecutive master programs at Freie Universität Berlin. A consecutive master's program builds on a previously completed bachelor's program **in the same field**.
- PhD students need to send a master certificate to the Student Exchange Office. PhD students will only receive ECTS credits if they complete courses at the host institution. Therefore, they will not receive any ECTS credits from the host institution for PhD-related research they undertake. The home institution is responsible for accrediting PhD students with ECTS credits for research completed at the host institution.
- It is not possible for students to hand-in their final BA-/MA-/PhD-thesis at the host institution. Final theses need to be graded by the home institution.
- Family-friendly organization of studies: To enhance compatibility between academic careers and family life, Freie Universität Berlin strives to ensure a family-friendly higher education environment. The university has already taken a number of actions to ensure that academic activities are organized to be friendly toward families, including preferential registration for seminars.

Contact: Family Support Center of Freie Universität Berlin, [familienbuero@fu-berlin.de](mailto:familienbuero@fu-berlin.de), [www.fu-berlin.de/familienbuero](http://www.fu-berlin.de/familienbuero)

- Freie Universität Berlin offers counseling for students with disabilities and chronic diseases. We assist with finding suitable accommodation (wheelchair users are advised to apply for accommodation as early as possible), we provide information about public transport, access to health care, and about financial support in case of additional disability expenditure on the part of the student. The Office for Students with Special Needs moreover gives information concerning the accessibility of university buildings and helps to move a class to another room, if needed. Accommodated study and exam conditions, e.g. additional study papers for blind and visually impaired students, or extra time to use technical devices during exams can also be arranged.

Contact: Freie Universität Berlin, Georg Classen, Counselling for students with disabilities and chronic diseases, Thielallee 38, at corner of Otto von Simson Str, D 14195 Berlin, 1. OG Raum 213 (opposite to Career-Service), Tel 030-838-55292 Fax -54511, E-mail: [georg.classen@fu-berlin.de](mailto:georg.classen@fu-berlin.de)  
[www.fu-berlin.de/service/behinderung](http://www.fu-berlin.de/service/behinderung)

- For the implementation of staff-mobilities, a letter of invitation – issued by an FU Berlin contact person – is required.

#### University of Delhi

## F. Calendar

1. Applications/information on nominated students must reach the receiving institution by:

Receiving institution	Autumn term*	Spring term*
D BERLIN 01	May, 1st	November, 1st
University of Delhi	July 23rd	January 5th

*[\* to be adapted in case of a trimester system or different seasons]*

#### Freie Universität Berlin:

Partner institutions should send nominations to the contact person listed under A.

The receiving institution will send its decision within 6 weeks.

#### Transcript of Records

A Transcript of Records will be issued by the receiving institution no later than 5 weeks after the end of the exchange period given that the transcript form and all relevant course work has been graded.

### Termination of the agreement

The inter-institutional agreement may be amended by mutual agreement. The inter-institutional agreement may be terminated by either party. In the event of unilateral termination, a notice of at least one academic year should be given. In the event of such notice being given, all existing commitments to staff or students will be fulfilled. Neither the European Commission nor the National Agencies can be held responsible in case of a conflict.

#### University of Delhi:

2. The receiving institution will send its decision within 12 weeks.
3. A Transcript of Records will be issued by the receiving institution no later than 5 weeks after the assessment period has finished at the receiving HEI. *[It should normally not exceed five weeks according to the Erasmus Charter for Higher Education guidelines]*
4. Termination of the agreement

*[It is up to the involved institutions to agree on the procedure for modifying or terminating the inter-institutional agreement. However, in the event of unilateral termination, a notice of at least one academic year should be given. This means that a unilateral decision to discontinue the exchanges notified to the other party by 1 September 20XX will only take effect as of 1 September 20XX+1. The termination clauses must include the following disclaimer: "Neither the European Commission nor the National Agencies can be held responsible in case of a conflict."]*

## G. Information

### 1. Grading systems of the institutions

#### Freie Universität Berlin:

**ECTS Credits:** The Freie Universität Berlin uses the *European Credit Transfer and Accumulation System* (ECTS) which is a workload-based system for measuring and comparing study results. The student is awarded a certain number of ECTS credits for each course which reflects the workload necessary to successfully complete a course. Credits are awarded only when the student has fulfilled the course requirements, for example regular attendance. The credits are allocated by the individual departments in accordance with the standard workload determined by the respective study and examination regulations whereby one credit equals 30 hours of study. Please note that the Student Exchange Office refrains from prescribing a standard workload per semester.

**GRADES:** The Student Exchange Office recommends the following grading equivalency table:

Freie Universität Berlin	ECTS	
Grade	Grade	Predicate
1,0 – 1,5	A	Excellent
1,6 – 1,7	B	Very Good
1,8 – 2,0		
2,1 – 2,7	C	Good
2,8 – 3,0		
3,1 – 3,5	D	Satisfactory
3,6 – 3,7	E	Sufficient
3,8 – 4,0		
4,1 – 5,0	F	Fail
P	Participation; i.e. the student has successfully and regularly attended the course.	

**University of Delhi:** The evaluation is based on the Internal Assessment and semester end examinations. The evaluation is in the form of marks obtained out of the maximum marks of the written paper.



University of Delhi		
Percentage	Grade	Predicate
90% and above	A+	Outstanding
80% - 90%	A	Excellent
75% and above		Distinction
70% - 80%	B+	Very Good
60% and above		First Division
60% - 70%	B	Good
50% - 60%	C	Satisfactory
40% - 50%	D	Sufficient
Below 40%	F	Fail

## 2. Visa

The sending and receiving institutions will provide assistance, when required, in securing visas for incoming and outbound mobile participants, according to the requirements of the Erasmus Charter for Higher Education.

Information and assistance can be provided by the following contact points and information sources:

Institution [Erasmus code or city]	Contact details (e-mail, phone)	Website for information
Berlin	Studierenden-Service-Center SSC Ilthisstr. 4 14195 Berlin <a href="mailto:info-service@fu-berlin.de">info-service@fu-berlin.de</a> Tel.: (0049 30) 838-70000	<a href="http://www.fu-berlin.de/en/studium/international/studium_fu/einreise_aufenthalt/visum">http://www.fu-berlin.de/en/studium/international/studium_fu/einreise_aufenthalt/visum</a>
University of Delhi	International Relations Office  <a href="mailto:dean_ir@du.ac.in">dean_ir@du.ac.in</a> Tel: +91 11 2766 7771	<a href="http://ir.du.ac.in">http://ir.du.ac.in</a>

## 3. Insurance

The sending and receiving institutions will provide assistance in obtaining insurance for incoming and outbound mobile participants, according to the requirements of the Erasmus Charter for Higher Education.

The receiving institution will inform mobile participants of cases in which insurance cover is not automatically provided. Information and assistance can be provided by the following contact points and information sources:

Institution [Erasmus code or city]	Contact details (e-mail, phone)	Website for information
Berlin	Studierenden-Service-Center SSC Ilthisstr. 4 14195 Berlin <a href="mailto:info-service@fu-berlin.de">info-service@fu-berlin.de</a> Tel.: (0049 30) 838-70000	<a href="http://www.fu-berlin.de/en/studium/international/studium_fu/einreise_aufenthalt/krankenversicherung">http://www.fu-berlin.de/en/studium/international/studium_fu/einreise_aufenthalt/krankenversicherung</a>

University of Delhi	International Relations Office  <a href="mailto:dean_ir@du.ac.in">dean_ir@du.ac.in</a> Tel: +91 11 2766 7771	<a href="http://ir.du.ac.in">http://ir.du.ac.in</a>
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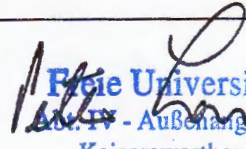
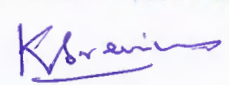
#### 4. Housing

The receiving institution will guide incoming mobile participants in finding accommodation, according to the requirements of the Erasmus Charter for Higher Education.

Information and assistance can be provided by the following persons and information sources:

Institution [Erasmus code or city]	Contact details (e-mail, phone)	Website for information
Berlin	Accommodation Office Malteserstraße 74 - 100 Building House S 12249 Berlin <a href="mailto:accommodation@fu-berlin.de">accommodation@fu-berlin.de</a> Tel.: (0049 30) 838-73470	<a href="http://www.fu-berlin.de/en/sites/unterbringung">http://www.fu-berlin.de/en/sites/unterbringung</a>
University of Delhi	International Relations Office  <a href="mailto:dean_ir@du.ac.in">dean_ir@du.ac.in</a> Tel: +91 11 2766 7771	<a href="http://ir.du.ac.in">http://ir.du.ac.in</a>

#### SIGNATURES OF THE INSTITUTIONS (legal representatives)

Institution [Erasmus code or name and city]	Name, function	Date	Signature
Berlin	Legal Representative:  Peter Lange, Director of Administration and Finance	12.05.2015	 Freie Universität Berlin Abt. IV - Außenangelegenheiten Kaiserswerther Str. 6-18 14195 Berlin
University of Delhi	Institutional Coordinator:  Kondepudy Sreenivas, Dean, International Relations (Science and Technology)	March 4, 2015	 DEAN INTERNATIONAL RELATIONS (Sciences & Technology) University of Delhi DELHI-110007



**Grant agreement for Erasmus+ student mobility between  
PROGRAMME and PARTNER COUNTRIES  
Academic Year 2017/18**

Freie Universität Berlin - D BERLIN01

Address:

Freie Universität Berlin  
International Office  
Stefanie Böhler  
Kaiserswerther Straße 16-18  
14195 Berlin, Germany

Called hereafter "the institution", represented for the purposes of signature of this agreement by Stefanie Böhler, Coordinator Erasmus+ with partner countries, of the one part, and

Rashmi Mahavir Singh

Date of birth: 16/07/1989

Nationality: Indian

Address: H. No. 68, Ward 3, Vill. Malha Majra, 131103 Sonapat Haryana, India

Home University: University of Delhi

Phone: +91 9711566613

E-mail: rashmidahiya3@gmail.com

Sex: F

Academic year: 2017/2018

Study cycle: Third cycle

Subject area: Chemistry

Code: 0531

Number of completed higher education study years: 6

Student with: financial support from Erasmus+ EU funds ☒  
a zero-grant ☐

The financial support includes: special needs support ☐

The student receives financial support other than Erasmus+ EU funds ☐

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

Annex I Learning Agreement for Erasmus+ mobility for studies

Annex II General Conditions

Annex III Erasmus+ Student Charter

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

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- 1.1 The institution shall provide support to the participant for undertaking a mobility activity for studies under the Erasmus+ Programme.
- 1.2 The participant accepts the financial support or the provision of services as specified in article 3 and undertakes to carry out the mobility activity for studies as described in Annex I.
- 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

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- 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 15/01/2018 and end on 14/07/2018. The start date of the mobility period 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.
- 2.4 The participant shall receive financial support from Erasmus+ EU funds for 6 months and 0 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 The Transcript of Records (or statement attached to this document) shall provide the confirmed start and end dates of the mobility period.

### ARTICLE 3 – FINANCIAL SUPPORT

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- 3.1 The financial support from Erasmus+ EU funds for the mobility period is EUR 4.800,00, corresponding to EUR 800,00 per month and EUR 0 per extra days. The final amount of Erasmus+ EU funds for the mobility period shall be determined by multiplying the number of months of the mobility covered by Erasmus+ EU funds specified in article 2.4 with the rate applicable per month for the receiving country concerned. In the case of incomplete months, the financial support from Erasmus+ EU funds 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 participant shall receive 820,00 EUR as a contribution for travel.
- 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 studies as long as he carries out the activities foreseen in Annex I.
- 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 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 mobility activities as described in Annex I due to force majeure, he shall be entitled to receive the amount of the grant corresponding to the actual duration of the mobility period as defined in article 2.3. 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

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- 4.1 A pre-financing payment shall be made to the participant no later than (whichever comes first):
  - 30 calendar days after the signature of the agreement by both parties
  - the start date of the mobility periodrepresenting 70% of the financial support from Erasmus+ EU funds specified in Article 3. In case the participant did not provide the supporting documents in time, according to the institution's timeline, a later payment of the pre-financing can be exceptionally accepted.
- 4.2 The submission of the online EU survey shall be considered as the participant's request for payment of the outstanding balance. The institution shall pay the remaining 30% within 15 calendar days of the submission of the online EU survey, or issue a recovery order in case a reimbursement is due.



## ARTICLE 5 – INSURANCE

- 5.1 The Erasmus+ support does not include an insurance coverage. It is the participant's obligation to procure adequate insurance. The participant must have comprehensive health insurance valid in Germany for enrolment as a full-time student at FUB and for obtaining a residence permit. Students who either have the European Health Insurance Card (EU and EEA students only) or who can provide proof of an adequate comprehensive health insurance valid in Germany may request an insurance waiver. A waiver can only be obtained at a German state-regulated health insurance company, not at our university. Since many insurance policies purchased outside Germany require substantial co-payments, have caps or exclude many illnesses it has been increasingly difficult for exchange student to obtain a waiver. We therefore urge all students younger than 30 years to purchase a German student health insurance for about 80 Euros per month. The German student health insurance policies are very comprehensive and are also accepted automatically by the office granting residence permits. More information is available at [www.fu-berlin.de/en/studium/international/studium\\_fu/einreise\\_aufenthalt/krankenversicherung/index.html](http://www.fu-berlin.de/en/studium/international/studium_fu/einreise_aufenthalt/krankenversicherung/index.html). The European Commission recommends the following areas to be covered by the insurance procured: travel insurance, third party liability (including, wherever appropriate, professional indemnity or insurance for responsibility), accident and serious illness (including permanent or temporary incapacity), death (including repatriation in case of projects carried out abroad)
- 5.2 Acknowledgement that health insurance coverage has been organised shall be included in this agreement.

## ARTICLE 6 – EU SURVEY

- 6.1. The participant shall receive an invitation to complete the online EU Survey 30 days before the end of the mobility period. The participant shall complete and submit the survey within 15 days upon receipt of the invitation. Participants who fail to complete and submit the online EU Survey may be required to partially or fully reimburse the financial support received.
- 6.2 A complementary online survey may be sent to the participant, after the end of the mobility, allowing for full reporting on recognition issues.

## ARTICLE 7 – LAW APPLICABLE AND COMPETENT COURT

- 7.1 The Agreement is governed by German law.
- 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  
Rashmi Mahavir Singh

Done at New Delhi,

For the institution  
Stefanie Böhler  
Coordinator Erasmus+ with partner countries

Done at Berlin,

11.9.2017

**[Key Action 1 – HIGHER EDUCATION]**  
**Learning Agreement for Erasmus+ mobility for studies**



## **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 Germany (NA DAAD), 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 Germany (NA DAAD) 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 institution.

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, 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 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 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 Germany (NA DAAD) or by any other outside body authorised by the European Commission or the National Agency of Germany (NA DAAD) to check that the mobility period and the provisions of the agreement are being properly implemented.