



Erasmus+



Vallée III



LYCEE PROFESSIONNEL GAMBETTA
14 avenue Gambetta – BP 60412
38303 BOURGOIN-JALLIEU CEDEX - France

0380010E

Called hereafter "the organisation", represented for the purposes of signature of this agreement by **Mrs Céline DECHOSAL, Principal**, of the one part, and

Mr/Ms

Date of birth: Nationality:
Address: [official address in full]
Phone: E-mail:
Sex: Academic year:
Vocational training level:
Subject area: Code:
Number of completed VET study years:
The financial support includes: Special needs support

For all participants receiving financial support from 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 traineeships
- Annex II General Conditions

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 under the Erasmus+ Programme.
- 1.2 **The participant accepts the financial support in the amount specified in article 3.1 and undertakes to carry out the mobility activity for studies and traineeship 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

TABLE

- 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 **02/03/2015** at the earliest and end on **27/03/2015** 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 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 EU funds for **28 days**.
if the participant has a financial support from EU funds: this number of days shall be equal to the duration of the mobility period]
- 2.4 Demands to the organisation to extend the period of stay should be introduced at least one month before the end of the mobility period.
- 2.5 The Certificate of Attendance shall provide the confirmed start and end dates of duration of the mobility period (specifying the name of the participant, the purpose of the activity abroad, as well as its starting and end date).

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1 The financial support for the mobility period has an amount of **470€**
- 3.2 [Organisation to select Option 1, Option 2 or Option 3]
[Option 1]
The participant shall receive a transfer of the financial support (for travel **not applicable**), individual support and (linguistic support **not applicable**) in full to the participants of mobility activities,
[Option 2]
The organisation shall provide the support for travel, individual support and linguistic support to participants of mobility activities in the form of a contribution in kind. The organisation shall provide the support to the mobility of the learner. In such case, the organisation shall ensure that the provision of travel, individual support and linguistic support shall meet the necessary quality and safety standards.**(not applicable)**
[Option 3]
The participant shall receive a transfer of the financial support of [...] EUR of which [...] EUR for [travel/individual support]. The remaining amount of [...] EUR is assigned to the organisation as follows: [...] EUR for travel, [...] EUR for individual support, [...] EUR for linguistic support. In such case, the organisation shall ensure that the provision of travel and linguistic support will meet the necessary quality and safety standards.**(not applicable)**
- 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 Union 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 studies/traineeship as long as he or she carries 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. However, reimbursement shall not be requested when the participant has been prevented from completing his/her mobility activities as described in Annex I due to force majeure. Such cases shall be reported by the sending organisation and accepted by the NA.**

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 80% of the amount specified in Article 3. In case the participant did not provide the supporting documents in time, according to the sending organisation 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 shall be considered as the participant's request for payment of the balance of the financial support. The organisation 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 NA/organisation shall add a clause to this agreement in order to ensure that students are clearly informed about issues related to insurances, it shall in every case highlight what is mandatory or recommended. For mandatory insurances, the responsible who takes the insurance (for traineeships: receiving organisation, sending organisation or student) must be stated. The following information is optional but recommended: the insurance number/reference and the insurance company. This depends highly on the legal and administrative provisions in the sending and receiving country.]
- 5.2 For traineeships, 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 organisation of the student to ensure that the participant is aware of health insurance issues.*]
It should be noted that the French social security system may, under specific conditions stated below, take in charge health costs and expenses related to a work accident which occurred during the training period.
It is highly recommended to the participant to take out an additional Health insurance, effective in the country and covering the full training period, with any insurance company he chooses (student insurance, parents insurance company, ad hoc private company...)
The participant will have to ask for his European Health Insurance card (free) to his own Health Insurance fund (CPAM) and keep it with him throughout his stay.
- 5.3 For traineeships, 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 organisation 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.*]
If the receiving organisation does not provide such coverage, the participant commits himself to take a support contract (covering repatriation, legal assistance etc..) and an individual insurance contract against accidents. As proof of his involvement, the participant will provide, at the signature of the present agreement, a certificate of civil liability.
- 5.4 For traineeships, 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 organisation 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 organisation shall ensure that the student is covered by such an insurance (taken either by the sending organisation (on a voluntary basis as part of its quality management) or by the participant herself or himself).*]

ARTICLE 6 – EU SURVEY

- 6.1. The participant shall complete and submit the on-line EU 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 on-line EU Survey may be required by their organisation to partially or fully reimburse the financial support received.
- 6.2 A complementary on-line survey may be sent to the participant allowing for full reporting on recognition issues.

ARTICLE 7 – LAW APPLICABLE AND COMPETENT COURT

- 7.1 The Agreement is governed by **French**.
- 7.2 The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the organisation and the participant concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

SIGNATURES

For the participant

signature

Done at Bourgoin Jallieu, January 12th, 2015

For the organisation

Céline DECHOSAL, Principal

signature

Done at Bourgoin Jallieu, January 12th, 2015

Annex I**ERASMUS + LEARNING AGREEMENT FOR VET MOBILITY****I. DETAILS ON THE PARTICIPANT**

Name of the participant:

Field of vocational education:

Sending institution (name, address):

LYCEE PROFESSIONNEL GAMBETTA – BP 60412 – 38300 Bourgoin-Jallieu – FRANCEContact person (name, function, e-mail, tel): **Mrs Céline DECHOSAL – Principal – celine.dechosal@ac-grenoble.fr – 06 73 99 23 39****II. DETAILS OF THE PROPOSED TRAINING PROGRAMME ABROAD**

Receiving organisation (name address):

Contact Person (name, function, e-mail, tel):

Planned dates of start and end of the placement period: from **02/03/2015 to 27/03/2015****Knowledge, skills and competence to be acquired:****Detailed programme of the training period:****Tasks of the trainee:****Monitoring and Mentoring of the participant:****Evaluation and Validation of the training placement:**

III. COMMITMENT OF THE PARTIES INVOLVED

By signing this document, the participant, the sending institution and the receiving organisation (and the intermediary organisation if applicable)* confirm that they will abide by the principles of the Quality Commitment for VET training placements attached below.

**please add a box below for the signature of the intermediary organisation – if applicable*

| |
|---|
| <p>THE PARTICIPANT</p> <p>Participant's signature</p> <p>..... Date: January 12th ,2015..</p> |
|---|

| |
|--|
| <p>THE SENDING ORGANISATION</p> <p>We confirm that this proposed training programme agreement is approved.</p> <p>On completion of the training programme the organisation will issue a Grid Assessing skills and tasks completed for the Baccalauréat Professionnel and Europass Mobility, to the participant.</p> <p>Coordinator's signature</p> <p>Céline DECHOSAL, Principal</p> <p>..... Date: ...January 12th ,2015</p> |
|--|

| |
|---|
| <p>THE RECEIVING ORGANISATION</p> <p>We confirm that this proposed training programme is approved.</p> <p>On completion of the training programme the organisation will issue a Certificate of Attendance to the participant</p> <p>Coordinator's signature</p> <p>..... Date:</p> |
|---|

ERASMUS + VET MOBILITY **QUALITY COMMITMENT**

Obligations of the Sending Organisation

- *Choose the appropriate target countries and host country partners, project durations and placement content to achieve the desired learning objectives.*
- *Select the participating trainees or teachers and other professionals by setting up clearly defined and transparent selection criteria.*
- *Define the envisaged learning outcomes of the mobility period in terms of knowledge, skills and competences to be developed.*
- *If you send learners or teachers and other professionals who face **barriers to mobility**, special arrangements for those individuals must be made (eg those with special learning needs or those with physical disabilities).*
- *Prepare participants in collaboration with partner organisations for the practical, professional and cultural life of the host country, in particular through language training tailored to meet their occupational needs.*
- *Manage the practical elements around the mobility, taking care of the organisation of travel, accommodation, necessary insurances, safety and protection, visa applications, social security, mentoring and support, preparatory visits on-site etc.*
- *Establish the Learning Agreement with the participant trainee or teacher and the host organisation to make the intended learning outcomes transparent for all parties involved.*
- *Establish assessment procedures together with the host organization to ensure the validation and recognition of the knowledge, skills and competences acquired.*
- *Establish Memoranda of Understanding between the competent bodies if you use ECVET for the mobility.*
- *Establish appropriate communication channels to be put in place during the duration of the mobility and make these clear to participant and the host organization.*
- *Establish a system of monitoring the mobility project during its duration.*
- *When necessary for special learning needs or physical disabilities, use **accompanying persons** during the stay in the host country, taking care of practical arrangements.*
- *Arrange and document together with the host organization, the assessment of the learning outcomes, picking up on the informal and non-formal learning where possible. Recognize learning outcomes which were not originally planned but still achieved during the mobility.*
- *Evaluate with each participant their personal and professional development following the period abroad.*
- *Recognise the accrued learning outcomes through ECVET, Europass or other certificates.*
- *Disseminate the results of the mobility projects as widely as possible.*
- *Self-evaluate the mobility as a whole to see whether it has obtained its objectives and desired results.*

Obligations of the Sending and Host Organisation

- *Negotiate a tailor-made training programme for each participant (if possible during the preparatory visits)*

- **Define** the envisaged learning outcomes of the mobility period in terms of knowledge, skills and competences to be developed.
- **Establish** the Learning Agreement with the participant trainee or teacher to make the intended learning outcomes transparent for all parties involved.
- **Establish** appropriate communication channels to be put in place during the duration of the mobility and make these clear to participant .
- **Agree** monitoring and mentoring arrangements
- **Evaluate** the progress of the mobility on an on-going basis and take appropriate action if required
- **Arrange and document** the assessment of the learning outcomes, picking up on the informal and non-formal learning where possible. Recognize learning outcomes which were not originally planned but still achieved during the mobility.

Obligations of the Host Organisation

- **Foster** understanding of the culture and mentality of the host country.
- **Assign** to participants tasks and responsibilities to match their knowledge, skills and competences and training objectives as set out in the Learning Agreement and ensure that appropriate equipment and support is available.
- **Identify** a tutor or mentor to monitor the participant's training progress.
- **Provide** practical support if required including a clear contact point for trainees that face difficulties.
- **Check** the appropriate insurance cover for each participant

Obligations of the Participant

- **Establish** the Learning Agreement with the sending organization and the host organisation to make the intended learning outcomes transparent for all parties involved.
- **Comply** with all the arrangements negotiated for the training placement and to do his/her best to make the placement a success.
- **Abide** by the rules and regulations of the host organization, its normal working hours, code of conduct and rules of confidentiality.
- **Communicate** with the sending organization and host organization about any problems or changes regarding the training placement.
- **Submit** a report in the specified format, together with requested supporting documentation in respect of costs, at the end of the training placement.

Obligations of the Intermediary Organisation

- **Select** suitable host organizations and ensure that they are able to achieve the placement objectives

- **Provide** contact details of all parties involved and ensure that final arrangements are in place prior to participants' departure from their home country.

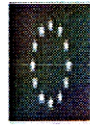
Signatures :

Sending Organisation,
**LYCEE PROFESSIONNEL GAMBETTA – BP 60412 –
14 avenue Gambetta – 38300 BOURGOIN JALLIEU – France**
12th January 2015
Céline DECHOSAL, Principal

Host Organisation, Name, Date

Intermediary Organisation (optional), Name, Date ----

Participant, Name, , January 12th ,2015



Erasmus+



Vallée III

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

