Swiss Programme for Erasmus+

Agreement minimum standards

For a vocational internship

(Please insert your answer in the right column)

|  |  |
| --- | --- |
| Full official name of the sending institution | Klicken Sie hier, um Text einzugeben. |
| Full official address | Klicken Sie hier, um Text einzugeben. |
| Contact Person for VET-learners (name, function, e-mail, tel): | Klicken Sie hier, um Text einzugeben. |

hereinafter referred to as **"Project coordinator"**, represented by [Klicken Sie hier, um Text einzugeben.

] for the signing of this Agreement

and

|  |  |
| --- | --- |
| Ms/Mr surname and first name | Klicken Sie hier, um Text einzugeben. |
| Full official address | Klicken Sie hier, um Text einzugeben. |
| E-mail address | Klicken Sie hier, um Text einzugeben. |
| Date of birth] | Klicken Sie hier, um Text einzugeben. |

hereinafter referred to as **"the participant"**,

agree

The following annex:

|  |  |
| --- | --- |
| Learning agreement | Annex for apprentices and vocational qualification holders |

is integral part of this Agreement ("the Agreement").

Terms

* 1. Purpose of grant
  2. The project coordinator shall grant the participant financial support from the Swiss Confederation for the completion [of a internship or training period abroad] (“mobility”) within the framework of the Swiss Programme for Erasmus+.
  3. The participant accepts the grant and undertakes to complete the mobility described in [the Learning agreement (Annex 1) or the Work programme (Annex 2)] on his/her own responsibility.
  4. The participant hereby declares that he/she has acknowledged and accepted the terms set forth in this Agreement. Any amendments or additions to this Agreement must be made in writing.
  5. Term
  6. The Agreement shall enter into force on the date on which it is signed by the second of the two parties.
  7. The mobility shall commence at the earliest on [..date..] and end at the latest on [..date..].
  8. Funding of the mobility
  9. The grant for co-funding of the mobility shall amount to a maximum of CHF […] and comprises a contribution to subsistence costs and a contribution to travel costs.
  10. The contribution to travel costs amounts to CHF 400.
  11. Payment modalities
  12. Within 30 days of entry into force of the Agreement, the participant will receive a pre-financing payment of 80% of the maximum grant amount.
  13. Submission of the final report is considered a request from the participant for payment of the remaining grant balance. The project coordinator has 30 calendar days in which to pay the remaining sum or to request repayment of the excess amount if necessary.
  14. Final report

The participant shall submit the final report using the official forms no later than 30 days after the end of the mobility.

* 1. Bank details

The amounts must be transferred to the following bank account of the participant:

|  |  |
| --- | --- |
| Name of bank: | Klicken Sie hier, um Text einzugeben. |
| Address of branch where account held: | Klicken Sie hier, um Text einzugeben. |
| Exact name of account holder: | Klicken Sie hier, um Text einzugeben. |
| Full account number: | Klicken Sie hier, um Text einzugeben. |
| IBAN No: | Klicken Sie hier, um Text einzugeben. |

* 1. Severability clause, applicable law and competent court

If at any time one or more of the provisions of this Agreement is held to be invalid or unenforceable, this shall not affect or impair the validity or enforcement of the remaining provisions of this Agreement. In such case, the parties agree to replace the invalid or unenforceable provision by a valid provision, the effect of which is the closest possible to the intended effect of the invalid or unenforceable provision.

This Agreement shall be exclusively governed by and construed in accordance with Swiss law, with the express exclusion of Swiss and international conflict of laws principles.

If disputes arising from this Agreement cannot be resolved amicably, the place of jurisdiction for all disputes arising from this Agreement shall be determined by Swiss law.

General conditions

* 1. Liability

Each contracting party releases the other party from any liability for loss or damage incurred by itself or its employees in the performance of this Agreement, provided such loss or damage was not caused by gross misconduct or unlawful intent on the part of the other contracting party or its employees.

Movetia and its employees cannot be held liable for any loss or damage arising during implementation of the mobility for which damages are claimed under this Agreement. The project coordinator shall indemnify and hold Movetia and its employees harmless if such claims are asserted against it. Corresponding claims for compensation or reimbursement will therefore be rejected by Movetia.

* 1. Termination of Agreement

If the participant fails to fulfil the obligations set out in this Agreement, the project coordinator is entitled, notwithstanding the further legal steps provided for under applicable law, to terminate or cancel the Agreement without any further legal formalities, provided the participant has not taken adequate steps to remedy the breach of obligation within one month of receiving notification of such breach via registered mail.

If the participant terminates the Agreement early or if he/she fails to comply with the terms of the Agreement, he/she must reimburse the grant amount already paid.

In the event of termination of the Agreement by the participant due to force majeure, i.e. unforeseeable, exceptional situations or events beyond the control of the participant and which are not attributable to error or negligence on his/her part, the participant is entitled to keep the grant amount corresponding to the actual duration of the mobility. The remaining grant must be repaid to the project coordinator immediately.

* 1. Data protection

All personal data contained in this Agreement will be processed by the project coordinator in accordance with Swiss law. These data shall be used exclusively for implementing, managing and monitoring the Agreement by the sending institution and Movetia. They may, however, be passed on to bodies charged with monitoring or auditing tasks.

The participant has the right to request access to his/her personal data and to have any inaccurate or incomplete data rectified. He/she shall address any questions regarding the processing of his/her personal data to the sending institution.

* 1. Checks and audits

The contracting parties undertake to provide all detailed information requested by the project coordinator, Movetia or external bodies authorised by Movetia for the purpose of checking whether the mobility has been carried out properly and whether the contractual provisions have been complied with. The parties undertake to keep documents connected to the mobility for a period of 10 years.

Annex for apprentices and vocational qualification holders

Learning agreement for vet mobility

Contact details

|  |  |
| --- | --- |
| Receiving institution (name address): | Klicken Sie hier, um Text einzugeben. |
| Contact Person (name, function, e-mail, tel): | Klicken Sie hier, um Text einzugeben. |
| Planned dates of start and end of the placement period: | Klicken Sie hier, um Text einzugeben. |

Details to the agreed training programme

|  |
| --- |
| Knowledge, skills and competence to be acquired |
| Job-related skills and competences:  Klicken Sie hier, um Text einzugeben. |
| Language skills and competences :  Klicken Sie hier, um Text einzugeben. |
| Computer skills and competences :  Klicken Sie hier, um Text einzugeben. |
| Organisational skills and competences:  Klicken Sie hier, um Text einzugeben. |
| Social skills and competences :  Klicken Sie hier, um Text einzugeben. |
| Other skills and competences:  Klicken Sie hier, um Text einzugeben. |
| Evaluation and Validation of the training placement:  Klicken Sie hier, um Text einzugeben. |

Commitment of the parties involved

By signing this document, the participant and the sending institution confirm that they will implement the contractual details as well as the details of the agreed internship programme.

The participant

|  |  |
| --- | --- |
| .……………………………………......................... | ……………………………………......................... |
| Date | Participant’s signature |

The sending institution

The sending institution is responsible for ensuring that the host institution knows and implements the information on the agreed internship programme.

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| --- | --- |
| .……………………………………......................... | ……………………………………......................... |
| Date | Coordinator’s signature |