# Grant agreement for Erasmus+ studies within Programme Countries

# 2018-1-BG01-KA103-047084

**(to be referred to in correspondence)**

Academic Year 2018/2019

№

This agreement is made on …………… in Sofia between

## New Bulgarian University

Erasmus code: BG SOFIA02

UIC/BULSTAT: 000677803

Address: 1618 Sofia, Montevideo str. 21

Telephone: 0035928110647; 0035928110687

E-mail: mcvetkova@nbu.bg; skaldaramova@nbu.bg; erasmus@nbu.bg

## Called hereafter “NBU”, represented for the purposes of signature of this agreement by professor Plamen Bochkov – Rector of New Bulgarian University, of the one part, and

1. Mr/Mrs/Ms [Student name, middle name and surname]

Personal Identification Number:……………………………….

Nationality:..............................................

Address: [official address in full]

Phone:................................................ E-mail:..................................................

Sex: [M/F] Academic year: 20../20..

Study cycle: Bachelor /Master/Doctoral level (underline the correct level)

Subject area: ............... [in NBU]

Number of completed higher education study years:………

## Called hereafter “the student”, of the other part,

The parties have agreed that NBU shall provide financial support from Erasmus+ EU funds to the student to carry out study mobility under the Special Conditions and Annexes herein below, which form an integral part of this agreement ("the agreement"):

Annex I General Conditions

Annex II Erasmus+ Student Carter

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. NBU shall provide to the student financial support (“grant”) available from funding NBU receives from the EU and the student agrees to accept from NBU the financial support for undertaking a mobility activity for studies (“studies”) under the Erasmus+ Programme.
	2. The student accepts the support specified in article 3 and undertakes to carry out the mobility activity for studies as described in the Learning Agreement Before/During the Mobility, presented by the student.
	3. The student hereby declares that he/she agrees with the terms and conditions specified in this agreement. Amendments to the agreement, including to the start and end dates, shall be requested by letter or by electronic mail and shall be agreed by both parties in additional written agreement.

**ARTICLE 2 – ENTRY INTO FORCE AND DURATION OF MOBILITY**

* 1. The agreement shall enter into force on the date when the last of the two parties signs. In case of two signature dates the one which is later in time shall be considered as date of the agreement.
	2. The mobility period shall start not earlier than dd/mm/yyyy. and shall end no later than dd/mm/yyyy.The start date of the mobility period shall be the first day that the student needs to be present at the receiving university. The end date of the period abroad shall be the last day the student needs to be present at the receiving university.
	3. The student shall receive a financial support from Erasmus+ EU funds for [……..] months and [……..] days, which equals ......... days in total.
	4. The total duration of the mobility period, including any zero grant period, together with earlier participations in the Erasmus + programme, shall not exceed 12 months for each study cycle.
	5. Demands to NBU to extend the period of stay should be introduced at least one month before the end of the originally planned mobility period.
	6. Learning Agreement after the Mobility (Transcript of Records or Certificate of Stay) or statements attached to these documents, where applicable, shall provide the confirmed start and end dates of duration of the mobility period.
	7. The student will carry out the mobility throughout the entire mobility period in:

 Name of receiving university:....................................................................

 Address of the receiving university:...........................................................

 County of receiving university:...................................................................

 Language of instruction in the receiving university:.......................................

 Subject area:..................................................................................

**ARTICLE 3 – FINANCIAL SUPPORT**

* 1. The financial support, granted by NBU to the student is funded by the EU and must be used to co-finance the student’s studies during the mobility period. The total amount is EUR […], corresponding to EUR […] per month and EUR […] per extra days.
	2. The final amount for the mobility period shall be determined by NBU by multiplying the number of days/months of the mobility specified in article 2.3 with the rate applicable per month for the receiving country concerned. In the case of incomplete months, the financial support shall be calculated by multiplying the number of days in the incomplete month with 1/30 of the unit cost per month.
	3. The reimbursement of costs incurred in connection with special needs, when applicable, shall be based on supporting documents provided by the student.
	4. The financial support may not be used to cover similar costs already funded by EU funds.
	5. Notwithstanding article 3.4, the grant is compatible with any other source of funding including revenue that the student could receive working beyond its studies as long as he/she carries out the activities foreseen in the Learning Agreement Before/During the Mobility and complies with this agreement and the Annexes.
	6. The financial support or part thereof shall be repaid if the student does not comply with the terms of the agreement. If the student terminates the agreement before it ends, he/she shall have to refund the amount of the grant already paid, except if agreed differently with NBU. However, when the student has been prevented from completing his/her mobility activities due to force majeure, he/she 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 NBU. Such cases shall be reported by NBU and accepted by the National Agency“Human Resource Development Centre” .

**ARTICLE 4 – PAYMENT ARRANGEMENTS**

4.1 The Erasmus grant payment shall be made to the student only after NBU has received financing from the National Agency – Human Resource Development Center.

4.2 Subject to art. 4.1, the Erasmus grant payment shall be made 30 calendar days after this agreement is signed by both parties.

4.3 All payments made by NBU to the student agreed upon in this agreement shall be paid by a bank transfer to the following student account:

Bank Name:.......................................................................................................................

Address of bank branch:...................................................................................................

Name of Account Holder:................................................................................................

IBAN:....................................................................................................

BIC:......................................................................................................

4.4 In case the student does not provide the supporting documents in two weeks’ time after the final date of the mobility period, NBU may issue a recovery order for reimbursement.

**ARTICLE 5 – HEALTH INSURANCE AND INSURANCES**

5.1 NBU hereby notifies the student that he/she needs to a European Health Insurance Card or an equivalent form of temporary health insurance certificate, which shall facilitate access to free of charge medical treatment during the mobility period in the receiving (host) country, which is a member of the European Union the European Economic Community. In order to get a European Health Insurance Card the Student must go to the National Health Insurance Fund (NHIF) of Bulgaria.

The student hereby declares that he/she is aware that the European Health Insurence Card does not cover specific medical interventions and if necessary the Student should arrange complementary private healthcare insurance.

More information about the access of Bulgarian health insured citizens to urgent healthcare during temporary stay in the EU or ECC is available on the following websites of the NHIF and EU:

- <http://www.nhif.bg/>, International issues » European Integration;

- <http://europa.eu/youreurope/citizens/health/settling-abroad/health-insurance/index_bg.htm>.

Applicable law, coverage limits and liabilities for the medical treatment are regulated by the EU legislation on social security - Regulations № 1408/71 and № 574/72.

5.2 In case the student is a non-EU citizen, he/she needs to have a valid equivalent of the European Health Insurance Card, which shall cover, at the very least, the entire expenditure of any medical emergencies or need of hospitalization that may occur during the mobility period. The insurance shall cover the treatment of any pre-existing medical conditions that the student may have.

* 1. NBU has the right to insure the student with respect to all necessary types of insurance during the designated period of the mobility in the host country. Moreover, NBU may authorize the receiving (host) university to insure the student if practicable and would facilitate the mobility.

5.4 NBU hereby informs the student that in accordance with the signed Learning Agreement Before/During the Mobility with the receiving university, the student shall not be provided with any insurance coverage.

* 1. The student is required to have all mandatory insurances for the period of his/her Erasmus + mobility, as specified in the Learning Agreement Before/During the Mobility provided such insurances are not preliminary made by NBU or the receiving university as per article 5.2.
	2. NBUrecommends that the student obtains additionalinsurance if practicable and financially reasonable for the performance of the mobility and the avoidance of possible extra expenses, which may be incurred or damages which may be sustained while abroad. Regardless of having an European Health Insurance Card it is recommended that the student obtains:
* Medical expenses abroad insurance – covering emergency medical costs/expenses and/or health care or treatment when abroad.

5.7 When making the insurances, it is the student’s responsibility to set adequate liability limits depending on the risks of the mobility.

5.8 The provisions of this article of the Special conditions shall apply in conformity with the particular legal and administrative requirements of the host country, the specifics of the study and the relevant NBU requirements and decisions.

**ARTICLE 6 – ONLINE LINGUISTIC SUPPORT**

6.1. The student must carry out the OLS language assessment before and at the end of the mobility period provided the main language of instruction is Czech, Danish, Greek, English, French, German, Italian, Spanish, Dutch, Polish, Portuguese or Swedish. The students for whom one of the above languages is mother tongue may not carry out the OLS assessment. The completion of the online assessment before departure is a pre-requisite for the mobility, except in duly justified cases.

* 1. The level of language competence in.............. [main language of instruction to be specified] that the student already has or agrees to acquire by the start of the mobility period is:

 A1☐ A2☐ B1☐ B2☐ C1☐ C2☐

* 1. The student shall follow the OLS language course in .............., starting as soon as he/she receives access and shall make the most out of the service. The student shall immediately inform NBU if he/she is unable to carry out the course, before accessing it.
	2. Online entry language test results in ............ equal to B2 or higher level shall relieve the Student from taking the OLS language course.

**ARTICLE 7 – FINAL REPORT**

7.1 After the period of mobility for studies the student must report his/her mobility **in two weeks’ time** by providing NBU the following documents:

1. **Learning Agreement Before/During the Mobility** – signed by the student and the responsible persons at both the receiving and the host institution.
2. **Learning Agreement After the Mobility** (Certificate of stay and Transcript of Records) – a document issued by the receiving institution upon/after the mobility. The dates stated in this document show the actual period of the mobility for studies. The final Erasmus + grant is calculated on the basis of these dates. Based on the Transcript of Records showing successful completion of courses with credits and grades, NBU shall give academic recognition of the courses taken.
3. **Declaration of protection of personal data;**
4. **On-line EU survey** – The student shall complete and submit the online EU Survey after the mobility. A complementary online survey may be sent to the participant allowing for full reporting on recognition issues.
5. **Travel documents** – Plain, bus, train tickets, passport stamps etc. certifying the travel to and from the host country for which the student has received the Erasmus + grant. In case the student travels with a personal vehicle he/she must provide a rental agreement (signed by both parties)in a residence/lodging as well as proof of address registration in the town of the receiving university;
6. **A copy of the European Health Insurance Card and the insurances made by the student;**
7. **Successful completion of both on-line language support courses before and after the mobility.**

**ARTICLE 8 – REIMBERSMENT OF ERASMUS GRANT**

 8.1 The student must reimburse NBU fully or partially in the following cases:

 - if the Erasmus grant is not used accordingly. In order for the period of stay at the recеiving institution to be validated by NBU, the student **must pass successfully three exams in the respective area of study**. For the students in their final semester the minimum requirement is **one successfully passed exam in the respective area of study.**

**-** if the period of stay at the receiving university is less than 3 months (90 days) the stay is considered invalid and the student must pay the entire grant back to NBU.

- if the documents specified in article 7 are not provided in due time the student is liable to pay the entire grant back to NBU. In case the student fails to provide even one of the aforementioned documents the student is liable to pay the entire grant back.

8.2 In case there is a discrepancy between the dates stated in the Learning Agreement after the Mobility (the Certificate of Stay and the Academic Transcript) and the dates stated in this Agreement, NBU determines the exact sum that the student must reimburse or NBU must pay in addition. If the period of the mobility is extended and provided NBU has available funds before the end of the period of mobility, additional payment may be made upon additional agreement signed by the student and NBU. The grant the student may receive should not exceed the maximum grant defined by the National Agency- HRDC for the current academic year. Otherwise the extra days of stay in the receiving institution shall be considered a period without financial funding from the EU.

In case the student fails to return the entire sum due, NBU will start court proceedings.

8.3 The execution of the obligations stated in articles 7 and 8 is guaranteed by a promissory note issued by the student for the amount granted under this agreement. The promissory note shall be signed per aval by the 2 guarantees and shall be handed over to NBU upon signing this agreement.

 Personal data of the guarantors:

1. Name:..........................................................

PIN............................................

ID Card Number:.....................................................................

Address:..........................................................................

Tel. Number:.....................................................................

1. Name:................................................................

PIN.................................................................

ID Card Number:.....................................................................

Address:..........................................................................

Tel. Number:.....................................................................

**ARTICLE 9 – LAW APPLICABLE AND COMPETENT COURT**

9.1. Both parties agree to strictly follow the articles of this agreement, regarding the management and utilization of the Erasmus + grant, as well as to comply with the European Union’s regulations and the applicable Bulgarian legislation

9.2. If any dispute arises between NBU and the student in connection with the interpretation, application or validity of this Agreement, provided such dispute cannot be settled amicably, the dispute shall be solved in accordance with the applicable Bulgarian legislation by the competent Bulgarian court.

This agreement is signed by the parties in two copies, one for each party.

SIGNATURES

**For NBU For the Student**

Prof. Plamen Bochkov, Rector ...................................

 [name/surname]

date date

 [signature] [signature]

(if signed by proxy)

Proxy name: …………………………………………………………………………………………………………

PIN…………………………., ID card…………………………………………

Power of attorney No ………………….., Notary public ……………………………., No, notary area

Signature:

## **PROMISSORY NOTE**

**Place of issue:** Sofia 1618, Montevideo str. 21, office 111

**Date of issue:**……………………………………..

**Place of payment:** Sofia 1618, Montevideo str. 21, building 1, office 202

Maturity date:……………………………………………..(*this is the deadline for the final report, which is two weeks after the final date of the mobility period*)

I the undersigned:

Full Name:…………………………………………………………………………..

ID-Document:

Passport: □ ID: □ Other: □

Passport/ID number:……………………………………………………………….

Nationality:………………………………………………………………………….

Date of birth :………………………………………………………………………..

Home country address:………………………………………………………………

Tel:................................................................................................................................

Unconditionally and irreversibly undertake to pay against this Promissory note without charges and protest on ………….. to New Bulgarian University, BULSTAT: 000677803, Address: 1618 Sofia, Montevideo str. 21or its order the sum of ………………………………….. Euro, in BGN at the exchange rate of the Bulgarian National Bank on the maturity date.

 Issuer:

 …………………………………………………………… /*names and signature*/

1. I guarantee per aval the payment under this Promissory note.

Guarantor:

Full Name:…………………………………………………………………………..

ID-Document:

Passport/ID number:………………………………………………………………..

Nationality:………………………………………………………………………….

Address:………………………………………………………

Tel:................................................................................................................................

Date:

Signature:

1. I guarantee per aval payment under this Promissory note.

Guarantor:

Full Name:…………………………………………………………………………..

PIN

ID-Document:

Passport/ID number:………………………………………………………………..

Address:………………………………………………………

Tel:................................................................................................................................

Date:

Signature:

**Annex I**

# 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 Bulgaria – Human Resource Development Center, 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 Bulgaria 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 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 the General Data Protection Regulation (GDPR) of the European Parliament and 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 the Commission for personal data protection or to the European Data Protection Supervisor with regard to the use of the data.

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

Each party to the Agreement shall keep for the needs of the National Agency of the Republic

of Bugaria and the European Commission all original documents related to the Agreement, in particular accountancy and tax papers, together with all original documents justifying payment, for 5 years after the date of the final balance payment or reimbursement. Exceptionally, for reasonably excusing reasons, documents can be presented in copies duly certified as required by national law.

**Annex II**

**Erasmus+ Student Charter**

*This Student Charter highlights your rights and obligations and informs you about what you can expect from your sending and receiving organisation at each step of your mobility.*

* Higher education institutions participating in Erasmus+ have been awarded an Erasmus Charter for Higher Education by the European Commission where they commit to support, facilitate and recognise your mobility activities.
* On your side, you commit to respect the rules and obligations of the Erasmus+ grant agreement that you have signed with your sending institution.
1. **Before your mobility period**
* Once you have been selected as Erasmus+ student, you are entitled to guidance regarding the partner institutions or enterprises where you can carry out your mobility period and the activities that you can undertake there.
* You have the right to receive information on the distribution of grades at the receiving institution and to receive information in securing a visa, obtaining insurance and finding housing by your sending and receiving institution/enterprise. You can find the respective contacts points and information sources in the inter-institutional agreement signed between your sending and receiving institutions.
* You will sign a Grant Agreement with your sending institution (even if you do not receive a financial support from EU funds), and a Learning Agreement with your sending and receiving institution/enterprise. A good preparation of your Learning Agreement is key for the success of your mobility experience and to ensure recognition of your mobility period. It sets out the details of your planned activities abroad (including the credits to be earned and that will count towards your home degree).
* After you have been selected, you will undertake an on-line language assessment (if available in your main language of instruction/work abroad) that will allow your sending institution to offer you the most appropriate linguistic support, if necessary. You should take full advantage of this support to improve your language skills to the recommended level.
1. **During your mobility period**
* You should take full advantage of all the learning opportunities available at the receiving institution/enterprise, while respecting its rules and regulations, and endeavour to perform to the best of your ability in all relevant examinations or other forms of assessment.
* You can request changes to the Learning Agreement only in exceptional situations and within the deadline decided by your sending and receiving institutions. In that case, you must ensure that these changes are validated by both the sending and receiving institutions/enterprise within a two-week period after the request and

keep copies of their approval by e-mail. Changes due to an extension of the duration of the mobility period should be made as timely as possible as well.

* Your receiving institution/enterprise commits to treat you in the same way as their home students/employees and you should make all necessary efforts to integrate in your new environment.
* Your receiving institution will not ask you to pay fees for tuition, registration, examinations, access to laboratory and library facilities during your mobility period. Nevertheless, you 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.
* You are invited to take part in associations existing at your receiving institution/enterprise, such as networks of mentors and buddies organised by student organisations such as "Erasmus Student Network".
* Your student grant or student loan from your home country must be maintained while you are abroad.
1. **After your mobility period**
* You are entitled to receive full academic recognition from your sending institution for satisfactorily completed activities during your mobility period, in accordance with the Learning Agreement.
* If you are studying abroad, your receiving institution will give you a Transcript of Records recording your results with the credits and grades achieved (normally in less than five weeks after the end of your evaluation). Upon reception of this document, your sending institution will provide you all the information on their recognition in a maximum period of five weeks. The recognised components (for example, courses) will appear in your Diploma Supplement.
* If you are doing a traineeship, your enterprise will give you a Traineeship Certificate summarising the tasks carried out and an evaluation and, when it was foreseen in your learning agreement, your sending institution will also give you a Transcript of Records. If the traineeship was not part of the curriculum, the period will at least be recorded in your Diploma Supplement and, if you wish, in your Europass Mobility Document. If you are a recent graduate you are encouraged to request the Europass Mobility Document.
* You should undergo an on-line language assessment, if available in your main language of instruction/work abroad, to monitor linguistic progress during your mobility.
* You must fill in a questionnaire to provide feedback on your Erasmus mobility period to your sending and receiving institution, the National Agency of the sending and receiving country and the European Commission.
* You are invited to join the "Erasmus+ student and alumni association" and you are encouraged to share your mobility experience with your friends, other students, staff in your institution, journalists and let other people benefit from your experience, including young pupils.

*If you have a problem, at any time:*

* *You should identify the problem clearly and check your rights and obligations according to your grant agreement.*
* *Several people work in your sending and receiving institutions to help Erasmus students. Depending on the nature of the problem and when it occurs, the contact person or the responsible person at your sending or receiving institution (or receiving enterprise in case of a traineeship) will be able to help you. Their names and contact details are specified in your Learning Agreement.*
* *Use the formal appeal procedures in your sending institution if necessary.*
* *If your sending or receiving institution fails to fulfil the obligations outlined in the Erasmus Charter for Higher Education or in your grant agreement, you can contact the related National Agency.*