

Grant agreement for Erasmus+ VET traineeships

[Key Action I – VOCATIONAL EDUCATION AND TRAINING]

Agrupamento de Escolas D. Dinis

Address: Rua Manuel Teixeira Gomes; 1950-186 Lisboa - Portugal

Called hereafter "the organisation", represented for the purposes of signature of this agreement by Dr. José António de Sousa, Director of the one part, and

Mr/Mrs/Ms [Apprentice/VET learner name(s) and forename(s)]

Date of birth:

Nationality:

Address: [official address in full]

Phone:

E-mail:

Gender: [Male/Female/Undefined]

Academic year: 2019/2020

Vocational training level: Apprentice

Subject area: diploma conclusão do ensino secundário

Code: 0610: Information and Communication Technologies (ICTs), not further defined (4, 48)

Number of completed VET study years:

The financial support includes:

Special needs support

Financial Support to student with disadvantaged background (costs associated with supporting the participation of young people with fewer opportunities)

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

Annex I ECVET Learning Agreement for Erasmus+ mobility for traineeships (to be signed by sending and receiving institutions and participant)

Annex II General Conditions

Annex III ECVET Memorandum of understanding [to be signed between sending and receiving institutions]

Annex IV ECVET Quality commitment (to be signed by sending and receiving institutions and participant)

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 support or the provision of services as specified in article 3 and undertakes to carry out the mobility activity for traineeships 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

- 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 22/03/2020 - at the earliest and end on 13/04/2020 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.
Travel time is included on the duration of the mobility period. The travel dates will be 22/03/2020 (departure from Lisbon to Barcelona) and 13/04/2020 (return from Barcelona to Lisbon).
The start date for the provision of individual support 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 Erasmus+ EU funds for 23 days, including 2 days of travel.
- 2.4 The total duration of the mobility period shall not exceed 12 months.
- 2.5 Demands to the institution to extend the period of stay should be introduced at least one month before the end of the mobility period.
- 2.6 The Transcript of Records or Traineeship Certificate (or statement attached to these documents) shall provide the confirmed start and end dates of duration of the mobility period.

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1 The financial support for the mobility period is EUR 46638, corresponding to EUR 2027,73 per day for 26 students and 2 accompanying teachers.
- 3.2 The Agrupamento de Escolas D. Dinis shall provide the participant with travel/individual support/ linguistic support in the form of direct provision of the required support services. In such case, the beneficiary shall ensure that this direct provision of services will meet the necessary quality and safety standards.
- 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/she carries out the activities foreseen in Annex I.
- 3.6 The financial support or part thereof **shall be recovered by the National Agency if the participant does not comply with the terms of the agreement. If the participant terminates the agreement before it ends, he/she shall have to refund the amount of the grant already paid, except if agreed differently with the sending institution.** However, when the participant has been prevented from completing his/her mobility activities as described in Annex I 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 the sending institution. Such cases shall be reported by the sending institution and accepted by the National Agency.

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 100% of the amount specified in Article 3. In case the participant did not provide the supporting documents in time, according to the sending institution's timeline, a later payment of the pre-financing can be exceptionally accepted.

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- 4.2 If the payment under article 4.1 is lower than 100% of the financial support, 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 institution 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/institution shall add a clause to this agreement in order to ensure that students are clearly informed about issues related to insurances. It shall always highlight what is mandatory or recommended. For mandatory insurances, the responsible who takes the insurance (for traineeships: receiving organisation, sending institution 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 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 institution of the student to ensure that the participant is aware of health insurance issues.]
- 5.3 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 institution 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.]
- 5.4 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 institution 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 institution shall ensure that the student is covered by such an insurance (taken either by the sending institution (on a voluntary basis as part of its quality management) or by the participant herself or himself)].

ARTICLE 6 – ONLINE LINGUISTIC SUPPORT

- 6.1. The participant must carry out the OLS language assessment before and at the end of the mobility period. NB: participants with a C2 level at the initial language assessment are exempted from taking the final language assessment].
- 6.2 [Only applicable to participants following an OLS language course] The participant shall follow the OLS language course, starting as soon as they receive access and making the most out of the service. The participant shall immediately inform the institution if he/she is unable to carry out the course, before accessing it.
- 6.3 [Optional-to be decided by NA/beneficiary] The payment of the final instalment of the financial support is subject to the completion of the compulsory OLS language assessment at the end of the mobility.

ARTICLE 7 – EU SURVEY

- 7.1. **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 institution to partially or fully reimburse the financial support received.**

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- 7.2 A complementary on-line survey may be sent to the participant allowing for full reporting on recognition issues.

ARTICLE 8 – LAW APPLICABLE AND COMPETENT COURT

- 8.1 The Agreement is governed by the Portuguese Erasmus+ National Agency Law.
- 8.2 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

[name / forename]

[signature]

Done at Lisbon, 28/01/2020

For the Agrupamento de Escolas D.Dinis

José António de Sousa, Director

[signature]

Done at Lisbon, 28/01/2020





Learning Agreement



I. Information about the participants

Contact details of the home organisation

Name of organisation	
Address	
Telephone/fax	
E-mail	
Website	
Contact person	
Telephone/fax	
E-mail	

Contact details of the host organisation

Name of organisation	
Address	
Telephone/fax	
E-mail	
Website	
Contact person	
Tutor/mentor	
Telephone/fax	
E-mail	

Contact details of the learner

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Name	
Address	
Telephone/fax	
E-mail	
Date of birth	(dd/mm/yyyy)
Please tick	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Undefined

Contact details of parents or legal guardian of the learner, if applicable

Name	
Address	
Telephone	
E-mail	

If an intermediary organisation is involved, please provide contact details

Name of organisation	
Address	
Telephone/fax	
E-mail	
Website	
Contact person	
Telephone/fax	
E-mail	



2. Duration of the learning period abroad

Start date of the training abroad	22/03/2020
End date of the training abroad	13/04/2020
Length of time abroad	23 days, including 2 days of travel; 3 weeks

3. The qualification being taken by the learner - including information on the learner's progress (knowledge, skills and competence already acquired)

Title of the qualification being taken by the learner (please also provide the title in the language of the partnership, if appropriate)	
EQF level (if appropriate)	
NQF level (if appropriate)	
Information on the learner's progress in relation to the learning pathway (Information to indicate acquired knowledge, skills, competence could be included in an annex)	
Enclosures in annex - please tick as appropriate	<input type="checkbox"/> Europass Certificate Supplement <input type="checkbox"/> Europass CV <input type="checkbox"/> Europass Mobility <input type="checkbox"/> Europass Language Passport <input type="checkbox"/> European Skills Passport <input type="checkbox"/> (Unit[s] of) learning outcomes already acquired by the learner <input type="checkbox"/> Other: please specify



4. Description of the learning outcomes to be achieved during mobility

Title of unit(s)/groups of learning outcomes/parts of units to be acquired	
Number of ECVET points to be acquired while abroad	Please specify (if appropriate)
Learning outcomes to be achieved	<ul style="list-style-type: none"> - interpretation of professional descriptions and standards. - general understanding about the company, aware of the software and office equipments to use - able to participate in manual application testing tasks, using the relevant softwares, can use professional vocabulary, can understand and follow instructions from the tutor and ask relevant questions - able to use SQL systems and can perform database management tasks, can update database, - has a growing knowledge and competence in computer programming and testing, can perform tasks with less supervision, can understand and follow instructions from the tutor, can use professional language at the workplace - can participate in coding and testing web-based applications, can perform more complex tasks with less supervision, can professionally communicate it and can create reports of daily work and completed tasks - The student knows the softwares of the company and can work effectively with less supervision, can work in a team, has improved time-management, professional attitude and communication.



<p>Description of the learning activities (e.g. information on location(s) of learning, tasks to be completed and/or courses to be attended)</p>	<ul style="list-style-type: none"> - Orientation, visiting the workplace in Barcelona, meeting with the tutor and the other employees - Introduction to the company profile, projects, software, company structure - Discussion with the tutor, setting up tasks during the mobility, starting to use relevant software - Testing a mobile application with the tutor, programming for Android and IOS - Participation in application testing, simple programming tasks, using HTML and other program languages - Using database management systems, SQL, updating and retrieving data - Participation in application testing and SQL assignments, getting familiar with most of the projects and clients - Participation in testing and coding web-based applications, program configuration - Using previous knowledge and skills in testing and coding tasks, working on team assignments, creating reports of daily work - Closing the mobility, summarizing knowledge and experiences, final discussion with the tutor - Improving level of knowledge of English language/Spanish language through OLS course and language training provided in Barcelona during the mobility.
<p>Enclosures in annex - please tick as appropriate</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Description of unit(s)/groups of learning outcomes which are the focus of the mobility <input type="checkbox"/> Description of the learning activities <input type="checkbox"/> Individual's development plan when abroad <input type="checkbox"/> Other: please specify

5. Assessment and documentation

<p>Person(s) responsible for assessing the learner's performance</p>	<p>Name:</p>
<p>Assessment of learning outcomes</p>	<p>Organisation, role:</p>
<p>How and when will the assessment be recorded?</p>	<p>Date of assessment: dd/mm/yyyy</p>
	<p>Method: Please specify</p>



Please include	<ul style="list-style-type: none"><input type="checkbox"/> Detailed information about the assessment procedure (e.g. methods, criteria, assessment grid)<input type="checkbox"/> Template for documenting the acquired learning outcomes (such as the learner's transcript of record or Europass Mobility)<input type="checkbox"/> Individual's development plan when abroad<input type="checkbox"/> Other: Please specify
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6. Validation and recognition

Person (s) responsible for validating the learning outcomes achieved abroad	Name: Please insert
	Organisation, role: Please specify
How will the validation process be carried out?	Please specify
Recording of validated achievements	Date: dd/mm/yyyy
	Method: Please specify
Person(s) responsible for recognising the learning outcomes achieved abroad	Name: Please insert
	Organisation, role: Please specify
How will the recognition be conducted?	Please specify



7. Signatures		
Home organisation/country	Host organisation/country	Learner
Name, role	Name, role	Name
Place, date	Place, date	Place, date

If applicable: Intermediary organisation	If applicable: Parent or legal guardian
Name, role	Name, role
Place, date	Place, date



8. Additional information

9. Annexes



Annex II

GENERAL CONDITIONS

Article 1: Liability

Each party of this agreement shall exonerate the other from any civil liability for damages suffered by him or his staff as a result of performance of this agreement, provided such damages are not the result of serious and deliberate misconduct on the part of the other party or his staff.

The National Agency of Portugal, the European Commission or their staff shall not be held liable in the event of a claim under the agreement relating to any damage caused during the execution of the mobility period. Consequently, the National Agency of Portugal or the European Commission shall not entertain any request for indemnity of reimbursement accompanying such claim.

Article 2: Termination of the agreement

In the event of failure by the participant to perform any of the obligations arising from the agreement, and regardless of the consequences provided for under the applicable law, the institution is legally entitled to terminate or cancel the agreement without any further legal formality where no action is taken by the participant within one month of receiving notification by registered letter.

If the participant terminates the agreement before its agreement ends or if he/she fails to follow the agreement in accordance with the rules, he/she shall have to refund the amount of the grant already paid, except if agreed differently with the sending organisation.

In case of termination by the participant due to "force majeure", i.e. an unforeseeable exceptional situation or event beyond the participant's control and not attributable to error or negligence on his/her part, the participant shall be entitled to receive at least the amount of the grant corresponding to the actual duration of the mobility period. Any remaining funds shall have to be refunded, except if agreed differently with the sending organisation.

Article 3: Data Protection

All personal data contained in the agreement shall be processed in accordance with Regulation (EC) No 2018/1725 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the EU institutions and bodies and on the free movement of such data. Such data shall be processed solely in connection with the implementation and follow-up of the agreement by the sending institution, the National Agency and the European Commission, without prejudice to the possibility of passing the data to the bodies responsible for inspection and audit in accordance with EU legislation (Court of Auditors or European Antifraud Office (OLAF)).

The participant may, on written request, gain access to his personal data and correct any information that is inaccurate or incomplete. He/she should address any questions regarding the processing of his/her personal data to the sending institution and/or the National Agency. The participant may lodge a complaint against the processing of his personal data to the European Data Protection Supervisor with regard to the use of the data by the European Commission.

Article 4: Checks and Audits

The parties of the agreement undertake to provide any detailed information requested by the European Commission, the National Agency of Portugal or by any other outside body authorised by the European Commission or the National Agency of Portugal to check that the mobility period and the provisions of the agreement are being properly implemented.



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 Organisation 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 Organisation.
- **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 Organisation, 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 Organisation 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 Organisation, its normal working hours, code of conduct and rules of confidentiality.
- **Communicate** with the sending Organisation and host Organisation 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 Organisations 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 Organization: Agrupamento Escolas D.Dinis, Dr. José António de Sousa, **Date**.....

Host Organisation:, Name....., Date.....

Participant: Name....., Date.....

