

Grant agreement for exchange studies within LUT Partner Institutions

Lappeenranta-Lahti University of Technology LUT

Yliopistonkatu 36, FI-53850 Lappeenranta, FINLAND

Called hereafter "the institution", represented for the purposes of signature of this agreement by International Mobility Services, Student Exchange Coordinator, of the one part, and

Mr/Mrs/Ms

Date of birth: Nationality:
Address:
Phone: E-mail:
Sex: Academic year:
Study field in sending institution:

Financial support from the programme

The financial support includes:

Mobility Grant:

Bank account where the financial support should be paid:
Bank account holder:
Bank name:
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 Learning Agreement for exchange studies
Annex II General Conditions

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

- 1.1 The institution shall provide support to the participant for undertaking a mobility activity for studies in LUT partner institution.
- 1.2 The participant accepts the support 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

- 2.1 The agreement shall enter into force on the date when the last of the two parties' signs. The participant signs the agreement electronically by submitting the grant application in Mobility-Online and the international coordinator by approving the grant application in Mobility-Online.
- 2.2 The mobility period shall start on _ and end on _. 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 LUT University funds for _months and _days.
- 2.4 The total duration of the mobility period shall not exceed 12 months, including any zero-grant period.
- 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 Traineeship Certificate (or a separate 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 _.
- 3.2 The financial support may not be used to cover similar costs already funded by other funds.
- 3.3 The financial support or part thereof shall be repaid 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 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 institution.
- 3.4 If the participant during the mobility period misbehaves or breaks the rules of the receiving institution/organisation, the international coordinator has the right to cancel the exchange. This applies also if the participant has no intention at all to study during the mobility period. In these cases, the participant shall have to reimburse the financial support or part thereof as stated in article 3.5.
- 3.5 The financial support or part thereof shall be repaid if the participant does not comply with the terms of this agreement. The participant is obliged to repay the grant or part of it if some of the following requirements is/are not fulfilled.

The participant must fulfil the requirement of completing 20 ECTS or equivalent per academic semester at the host institution. If the participant is not able to fulfil the 20 ECTS requirement, the participant needs to pay the grant back according to the following scale:

- 5 ECTS or less, full (100 %) payback of the grant
- 6-9 ECTS, 75 % payback of the grant
- 10-14 ECTS, 50 % payback of the grant
- 15-19 ECTS, 20 % payback of the grant.

After the exchange the participant is obliged to apply for credit transfer to LUT University. Application deadlines: by the end of May after mobility period in the autumn semester and by the end of August after the mobility period in spring semester / the full academic year. The application for credit transfer to LUT University is mandatory for the participant.

In the decision on grant reimbursement, participant's illness or difficult circumstances are taken into consideration. The illness or difficult circumstances shall be based on the supporting documents provided by the participant.

ARTICLE 4 – PAYMENT ARRANGEMENTS

- 4.1 The payment shall be made to the participant no later than 30 calendar days after the signature of the agreement by both parties. The payment will be 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. However, financial support applications or payments are not processed in July or August.

ARTICLE 5 – INSURANCE

- 5.1 The participant shall have adequate insurance coverage.
5.2 Health insurance has been provided through private insurance taken by the student.

ARTICLE 6 – LAW APPLICABLE AND COMPETENT COURT

- 6.1 The Agreement is governed by the Finnish Law.
6.2 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:

The participant has accepted the conditions of the grant agreement in Mobility-Online software via Shibboleth identification

Online

For the institution:

Student Exchange Coordinator

signature

Lappeenranta

ANNEX I: Learning Agreement for exchange studies

Available at LUT Mobility-Online

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 sending institution 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 LUT University 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 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.

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. 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.