**Annex I**

**Staff Mobility Agreement**

**Erasmus+ MOBILITY AGREEMENT FOR SCHOOL STAFF and QUALITY COMMITMENT for school education**

**Project e+Ties: Another look at bilingual education**

**Project number: 2017-1-ES01-KA101-037720**

1. **DETAILS ON THE PARTICIPANT**

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| --- |
| Name of the participant:  Sending institution (name, address):  Contact person (name, function, e-mail, tel): |

1. **DETAILS OF THE PROPOSED TRAINING PROGRAMME ABROAD**

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| --- |
| Receiving organization (name address):  Contact Person (name, function, e-mail, tel): |

|  |
| --- |
| Planned dates of start and end of the placement period: |

|  |
| --- |
| **Detailed programme of the training period**: |
| **Tasks of the participant before, during and after**: |
| **Competences to be acquired by the participant**: |
| **Monitoring and Mentoring of the participant** **before, during and after the mobility**: |
| **Evaluation and Recognition of the mobility**: |

**III. COMMITMENT OF THE PARTIES INVOLVED**

**By signing this document, the participant, the sending institution and the receiving organisation confirm that they will abide by the principles of the Quality Commitment attached below.**

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| **THE PARTICIPANT**  Participant ’s signature  ........................................................................... Date: …………………………………………………………….. |

|  |  |
| --- | --- |
| **THE SENDING INSTITUTION**  We confirm that this proposed training programme agreement is approved.  On completion of the training programme the institution will issue ………..[…a Europass Mobility, *other form of validation/recognition…*] to the participant | |
| Coordinator’s signature  ............................................................................ | Date: ................................................................... |

|  |  |
| --- | --- |
| **THE RECEIVING ORGANISATION**  We confirm that this proposed training programme is approved.  On completion of the training programme the organisation will issue […*a Certificate* …] to the participant | |
| Coordinator’s signature  ............................................................................. | Date: ................................................................... |

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