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Schweizerische Eidgenossenschaft
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Avec le soutien de la Confédération suisse.

Hes·so

Haute Ecole Spécialisée
de Suisse occidentale
Fachhochschule Westschweiz
University of Applied Sciences and Arts
Western Switzerland

Swiss-European Mobility Programme

Student Mobility for Traineeships

Grant Agreement

2014/15

[full official name of the hosting institution]
[official address in full]

called hereafter **"the institution"**, represented for the purposes of signature of this agreement by [name, forename and function]

of the one part, and

[Mr/Mrs name and forename]
[official address in full]

called hereafter **"the beneficiary"** of the other part,

HAVE AGREED

the **conditions** and **documents** below:

General Conditions
Learning Agreement for Traineeships and Quality Commitment
Final report form

which form an integral part of this agreement ("the agreement").

CONDITIONS

ARTICLE 1 – PURPOSE OF THE GRANT

- 1.1 The institution will provide financial support to the beneficiary for undertaking a under the Swiss interim solution financed by the Swiss Confederation which is represented by the State Secretariat for Education, Research and Innovation (SERI).
- 1.2 The beneficiary accepts the grant and undertakes to carry out the Traineeship as described in the learning agreement, acting on his/her own responsibility.
- 1.3 The beneficiary hereby declares to have taken note of and accepted the terms and conditions set out in the present agreement. Any amendment or supplement to the agreement shall be done in writing.

ARTICLE 2 - DURATION

- 2.1 The agreement shall enter into force on the date when the last of the two parties signs.
- 2.2 The Traineeship shall start on [date] at the earliest and end on [date] at the latest.

ARTICLE 3 – INSURANCE

The beneficiary is clearly informed about issues related to insurances as foreseen in the Quality Commitment. He/She uses the form « insurance declaration by student » to prove that the coverage of his insurances is sufficient for his/her placement. This declaration is a part of the grant agreement and it is a condition for his/her signature.

3.1 Health insurance coverage:

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 student as well during his/her stay in a European 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.

3.2 Liability insurance coverage (covering damages caused by the student at the workplace):

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. The liability insurance must cover in a mandatory way **at least damages caused by the student trainee at the work place**. The learning agreement provides clarity if this is covered by the host organisation or not. If not made compulsory by the national regulation of the host country, this might not be imposed on the host organisation.

3.3 Accident insurance coverage related to the student's tasks (covering at least damages caused to the student at the workplace):

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. The learning agreement provides clarity if this is covered by the host organisation or not. If the host organisation does not provide such a coverage (which cannot be imposed if not made

compulsory by the national regulation of the host country), the trainee herself or himself must be covered by such an insurance.

ARTICLE 4 - FINANCING THE MOBILITY PERIOD

- 4.1 The grant to co-finance the Traineeship has a maximum amount of CHF [...]
- 4.2 The final amount for the Traineeship shall be determined by multiplying the duration of the Traineeship in months (full monthly rates only) by a rate of CHF 420 per month. The beneficiary must provide proof of the actual dates of start and end of the Traineeship.

ARTICLE 5 – PAYMENT ARRANGEMENTS

- 5.1 Within 30 days of the date of entry into force of the agreement, a financing payment of CHF [...] shall be made to the beneficiary, representing [between 80% and 100%] of the maximum grant amount.
- 5.2 If the payment under article 4.1 is lower than 100% of the maximum grant amount, the final report will be considered as the beneficiary's request for payment of the balance of the grant. The institution shall have 30 calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.

ARTICLE 6 – FINAL REPORT

The beneficiary shall submit the final report using the official forms at the latest 30 days after the end of the Traineeship.

ARTICLE 7 - BANK ACCOUNT

Payments shall be made to the beneficiary's bank account as indicated below:

- Name of bank (or indication "post account"): [...]
- Address of branch: [...]
- Precise denomination of the account holder: [...]
- Full account number (bank/post account): [...]
- IBAN: [...]

ARTICLE 8 - APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- 8.1 This Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland to the exclusion of Swiss conflict of law rules (Swiss international private law).
- 8.2 The competent court determined in accordance with Swiss law shall have sole jurisdiction to hear any dispute between the ch Foundation and the beneficiary concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

SIGNATURES

For the beneficiary
[name / forename]

[signature]

Done at [place], [date]

For the institution
[name / forename / function]

[signature]

Done at [place], [date]

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 ch Foundation shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to any damage caused during the action's execution. Consequently, the ch Foundation shall not entertain any request for indemnity or reimbursement accompanying any such claim.

Article 2: Termination of the agreement

In the event of failure by the beneficiary 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 beneficiary within one month of receiving notification by registered letter.

If the beneficiary terminates the agreement before its agreement ends or if he/she fails to follow the agreement in accordance with the rules, he/she will have to refund the amount of the grant already paid.

In case of termination by the beneficiary due to "force majeure", i.e. an unforeseeable exceptional situation or event beyond the beneficiary's control and not attributable to error or negligence on his/her part, the beneficiary will be entitled to receive the amount of the grant corresponding to the actual time of the traineeship. Any remaining funds will have to be refunded.

Article 3: Data Protection

Any personal data included in the Agreement shall be processed by the ch Foundation according to the provisions laid down in Swiss law.

Such data shall be processed solely for the purposes of the implementation, management and monitoring of the Agreement, without prejudice to possible transmission to the bodies charged with the monitoring or inspection tasks. The beneficiary shall have the right of access to his/her personal data and the right to rectify any such data. Should the beneficiary have any queries concerning the processing of his/her personal data, he/she shall address them to the ch Foundation.

Article 4: Checks and Audits

The parties of the agreement undertake to provide any detailed information requested by the ch Foundation or by any other outside body authorised by the ch Foundation to check that the Traineeship and the provisions of the agreement are being properly implemented (duty to keep documents for 5 years).