

PROJECT TITLE: Digital Business and Digital Citizenship in Malta: Enhancing the driving force within the digital skills of the tourism sector (Acronym Title: TOURISM_DIG_SKILLS_IN_MALT)

Grant agreement model for Erasmus+ staff mobility for teaching and training

The Malta Tourism Authority

Smart City Malta Building SCM 001, Level 3, Ricasoli, Malta

Called hereafter "the institution", represented for the purposes of signature of this agreement by Dr Gavin Gulia, Executive Chairman (ID. No. 447463M) of the one part, and

Dr/Mr/Mrs/Ms [Participant name(s) and forename(s)]

ID No:

Position:

Nationality:

Address:

Department/unit:

Phone:

E-mail:

Sex: [M/F]

Name of Establishment:

Special needs support [Y/N]

The financial support includes:

Called hereafter “the participant”, of the other part,

Both parties agreed the underneath Special Conditions and Annexes, which form an integral part of this agreement ("the agreement"):

Annex I: General Conditions

Annex II: Work Programme (to be signed in project destination during the first day of Mobility)

Annex III: Quality Commitment

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 KA1 for VET Staff under the Erasmus+ Programme.
- 1.2 The participant accepts the financial support or the provision of services as specified in article 3 and undertakes to carry out the mobility activity for the traineeship as described in Annex II.
- 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 **2 February 2020 and end on 8 February 2020**. The start and the end date of the mobility period shall be the first day that the participant needs to be present at the receiving organisation and the end date shall be the last day the participant needs to be present at the receiving organisation.
One day for travel before the first day of the activity abroad [and/or] one day for travel following the last day of the activity abroad shall be added to the duration of the mobility period and included in the calculation for individual support (the days of travel shall be **2 February 2020 and end on 8 February 2020**).
- 2.3 The participant shall receive support from Erasmus+ EU funds for 7 days of activity.
- 2.4 The total duration of the mobility period shall not exceed 2 months with a minimum of 2 consecutive days per mobility activity.
- 2.5 The participant may submit any request concerning the extension of the mobility period within the limit set out in article 2.4. If the institution agrees to extend the duration of the mobility period, the agreement shall be amended accordingly.
- 2.6 The Certificate of Attendance shall provide the effective start and end dates of the mobility period.

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1. The Malta Tourism Authority shall provide the participant with travel and individual support in the form of direct provision of the required travel and individual support services. In such case, the beneficiary shall ensure that the provision of services will meet the necessary quality and safety standards.
- 3.2 The reimbursement of costs incurred in connection with special needs, when applicable, shall be based on the supporting documents provided by the participant.
- 3.3 The financial support may not be used to cover costs already funded by EU funds.
- 3.4 Notwithstanding Article 3.3, the financial support is compatible with any other source of funding.
- 3.5 The financial support or part of it shall be recovered if the participant does not carry out the mobility in compliance with the terms of the agreement. However, reimbursement shall not be requested when the participant has been prevented from completing his/her mobility activities as described in Annex I due to force majeure. Such cases shall be reported by the sending institution and accepted by the NA.

ARTICLE 4 – PAYMENT ARRANGEMENTS

- 4.1 The Malta Tourism Authority shall provide the support for the budget categories travel and individual support to participants of mobility activities in the form of a contribution in kind. In such case, the beneficiary shall ensure that the provision of travel, subsistence and linguistic support will meet the necessary quality and safety standards.

ARTICLE 5 – EU SURVEY

- 5.1. The participant shall complete and submit the online EU Survey after the mobility abroad within 30 calendar days upon receipt of the invitation to complete it.
- 5.2 Participants who fail to complete and submit the online EU Survey may be required by their institution to partially or fully reimburse the financial support received.

ARTICLE 6 – LAW APPLICABLE AND COMPETENT COURT

- 6.1 The Agreement is governed under the Maltese Jurisdiction.
- 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

[name(s) / forename(s)]

Done at Malta, Date

For the institution

Dr Gavin Gulia
Executive Chairman MTA

Done at Malta, Date

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