|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Trainee** | **Last name(s)** | **First name(s)** | **Date of birth** | **Nationality**[[1]](#endnote-1) | **Sex [M/F]** | **Study cycle**[[2]](#endnote-2) | **Field of education**[[3]](#endnote-3) |
| **…………………** | …………………. | ……………………. | Bulgarian | ………….. | EQF level …… | ………………………… |
| **Sending Institution** | **Name** | **Faculty/ Department** | **Erasmus code**[[4]](#endnote-4) (if applicable) | **Address** | **Country** | **Contact person name**[[5]](#endnote-5)**; email; phone** |
| University ……………………………………………………….. | ……………………………………………………………………………….. | ………………………………… | ……………………………….. | Bulgaria | ........................................................................................................................................................................................................................................................................ |
| **Receiving** **Organization/Enterprise** | **Name** | **Department** | **Address; website** | **Country** | **Size** | **Contact person[[6]](#endnote-6) name; position; e-mail; phone** | **Mentor[[7]](#endnote-7) name; position;****e-mail; phone** |
| …………………………………………………………………………………………………………. | ………………………………………………………………………………………………. | ………………………………………………………………………. | …………………………………… | …………………………………☐ < 250 employees☐ > 250 employees  | …………………………………………………………………………………………………………………………………………………………… | ................................................................................................................................................ |
| **Before the mobility** |
|  | ***Table A - Traineeship Programme at the Receiving Organization/Enterprise*** |
| **Planned period of the mobility: from [month/year] ……………. to [month/year] …………….** |
| **Traineeship title: ………………………………….** | **Number of working hours per week: ………………………………** |
| **Detailed programme of the traineeship:****Erasmus+ students will:** 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| **Knowledge**, **skills and competences to be acquired by the end of the traineeship (expected Learning Outcomes):**................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................... |
| **Monitoring plan …:**...................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................................... |
| **Evaluation plan**  … |
|  |  |  |  |  |  |  |  |  |
| The level of **language competence[[8]](#endnote-8)** that the trainee already has or agrees to acquire by the start of the mobility period is:The level of language competence[[9]](#endnote-9) in English that the trainee already has or agrees to acquire by the start of the mobility period is: A1 🞏 A2 🞏 B1 🞏 B2 🞏 C1 🞏 C2 🞏The level of language competence[[10]](#endnote-10) in...................................... that the trainee already has or agrees to acquire by the start of the mobility period is: (not obligatory)A1 🞏 A2 🞏 B1 🞏 B2 🞏 C1 🞏 C2 🞏 |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Table B - Sending Institution** Please use only one of the following three boxes: [[11]](#endnote-11)1. The traineeship is embedded in the curriculum and upon satisfactory completion of the traineeship, the institution undertakes to:

|  |  |
| --- | --- |
| Award …….. .…ECTS credits (or equivalent)[[12]](#endnote-12) | Give a grade based on: Traineeship certificate ☒ Final report ☒ Interview ☒   |
| Record the traineeship in the trainee's Transcript of Records and Diploma Supplement (or equivalent).  |
| Record the traineeship in the trainee's Europass Mobility Document: Yes ☐ No ☐ |

1. The traineeship is voluntary and, upon satisfactory completion of the traineeship, the institution undertakes to: (tick the appropriate)

|  |  |
| --- | --- |
| Award ECTS credits (or equivalent): Yes ☐ No ☐  |  If yes, please indicate the number of credits: …. |
| Give a grade: Yes ☐ No ☐  | If yes, please indicate if this will be based on: Traineeship certificate ☒ Final report ☒ Interview ☒   |
| Record the traineeship in the trainee's Transcript of Records: Yes ☐ No ☐  |
| Record the traineeship in the trainee's Diploma Supplement (or equivalent). |
| Record the traineeship in the trainee's Europass Mobility Document: Yes ☐ No ☐  |

1. The traineeship is carried out by a recent graduate and, upon satisfactory completion of the traineeship, the institution undertakes to: (tick the appropriate)

|  |  |
| --- | --- |
| Award ECTS credits (or equivalent): Yes ☐ No ☐  | If yes, please indicate the number of credits: …. |
| Record the traineeship in the trainee's Europass Mobility Document *(highly recommended)*: Yes ☐ No ☐ |

**Accident insurance for the trainee**

|  |  |
| --- | --- |
| The Sending Institution will provide an accident insurance to the trainee (damages,caused to the trainee at the workplace) not provided by the Receiving Organization/Enterprise): Yes ☐ No ✓  | The accident insurance covers: - accidents during travels made for work purposes: Yes ☐ No ✓ - accidents on the way to work and back from work: Yes ☐ No ✓ |
| The Sending Institution will provide a liability insurance (damages caused by the trainee at the workplace) to the trainee (if not provided by the Receiving Organization/Enterprise): Yes ☐ No ✓ |

 |
| ***Table C - Receiving Organization/Enterprise***

|  |  |
| --- | --- |
| The Receiving Organization/Enterprise will provide financial support to the trainee for the traineeship: Yes ☐ No ☐ (tick the appropriate)  | If yes, amount (EUR/month): ……….. |
| 1. The Receiving Organization/Enterprise will provide a contribution in kind to the trainee for the traineeship: Yes ☐ No ☐ (tick the appropriate)

If yes, please specify: …. |
| 1. The Receiving Organization/Enterprise will provide an accident insurance damages, caused to the trainee at the workplace to the trainee (if not provided by the Sending Institution): Yes ☐ No ☐ (tick the appropriate)
 | 1. The accident insurance covers: (tick the appropriate)

- accidents during travels made for work purposes: Yes ☐ No ☐ - accidents on the way to work and back from work: Yes ☐ No ☐ |
| The Receiving Organization/Enterprise will provide a liability insurance (damages caused by the trainee at the workplace) to the trainee (if not provided by the Sending Institution): Yes ☐ No ☐(tick the appropriate)  |
| The Receiving Organization/Enterprise will provide appropriate support and equipment to the trainee.  |
| Upon completion of the traineeship, the Organization/Enterprise undertakes to issue a Traineeship Certificate within 5 weeks after the end of the traineeship. |
|  |
|  |

 |
| By signing this document, the trainee, the Sending Institution and the Receiving Organization/Enterprise confirm that they approve the Learning Agreement and that they will comply with all the arrangements agreed by all parties. The trainee and Receiving Organization/Enterprise will communicate to the Sending Institution any problem or changes regarding the traineeship period. The Sending Institution and the trainee should also commit to what is set out in the Erasmus+ grant agreement. The institution undertakes to respect all the principles of the Erasmus Charter for Higher Education relating to traineeships (or the principles agreed in the partnership agreement for institutions located in Partner Countries).  |
| **Commitment** | **Name** | **Email** | **Position** | **Date** | **Signature and stamp (for institutions)** |
| Trainee |   |  | *Trainee* |   |  |
| Responsible person[[13]](#endnote-13) at the Sending Institution |  |  | Agreement coordinator/Faculty coordinator:Vice rector/Dean of the faculty |   |  |
| Supervisor[[14]](#endnote-14) at the Receiving Organization |  |    |  |  |  |

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| **Personal Insurance Cover** |
| It is the responsibility of the individual Trainee to ensure that he/she has adequate health and travel insurance cover. As well as a valid European Health Insurance Card (EHIC), the Trainee must ensure that travel insurance be taken out for medical expenses, repatriation, personal accident, cancellation, luggage, personal effects, money and personal liability. Where the Receiving Organization/Enterprise does not have insurance to cover the Trainee for injury or damages caused by or to the Trainee during the Traineeship, it is strongly advised that the Trainee should add such cover to their personal insurance policy. I certify that I have arranged adequate insurance cover, details as follows: |
| **Insurance Company**  |   |
| **Policy/Certificate Number**  |  |
| Trainee’s signature: |
| Date:  |

**During the Mobility (if anything changes)**

|  |  |
| --- | --- |
|  | ***Table A2 - Exceptional Changes to the Traineeship Programme at the Receiving Organization/Enterprise***(to be approved by e-mail or signature by the student, the responsible person in the Sending Institution and the responsible person in the Receiving Organization/Enterprise) |
| **Planned period of the mobility: from [day/month/year] ……………. till [day/month/year] …………….** |
| **Traineeship title: …** | **Number of working hours per week: …** |
| **Detailed programme of the traineeship period:..................................................................** |
| **Knowledge**, **skills and competences to be acquired by the end of the traineeship (expected Learning Outcomes)**:………………........................... |
| **Monitoring plan:.................................................................** |
| **Evaluation plan:................................................................** |
|  |

Changes to the mobility traineeship programme should be exceptional and agreed by all parties. Any party can request changes These changes should be agreed by all parties as soon as possible.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Commitment** | **Name** | **Email** | **Position** | **Date** | **Signature and stamp (for institutions)** |
| Trainee |   |  | *Trainee* |   |  |
| Responsible person[[15]](#endnote-15) at the Sending Institution |  |  |  Agreement coordinator/Faculty coordinator:Vice rector/Dean of the faculty: |   |  |
| Supervisor[[16]](#endnote-16) at the Receiving Organization |  |    |  |  |  |

**After the Mobility**

|  |
| --- |
| ***Table D - Traineeship Certificate by the Receiving Organization/Enterprise*** |
| **Name of the trainee: ................................................** |
| **Name of the Receiving Organization/Enterprise:.......................................** |
| **Sector of the Receiving Organization/Enterprise:.........................................** |
| **Address of the Receiving Organization/Enterprise** [street, city, country, phone, e-mail address]**, website:** |
| **Start date and end date of traineeship: from [day/month/year] …………………. to [day/month/year] ………………..** |
| **Traineeship title:**  |
| **Detailed programme of the traineeship period including tasks carried out by the trainee (If anything has changed from the mobility section): .....................................................................................................................................** |
| **Knowledge, skills (intellectual and practical) and competences acquired (achieved Learning Outcomes):** **Evaluation plan**  …

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Can work in intensive environment | 1 | 2 | 3 | 4 | 5 |
| Overcomes difficult situations | 1 | 2 | 3 | 4 | 5 |
| Teamwork | 1 | 2 | 3 | 4 | 5 |
| Positive attitude towards work | 1 | 2 | 3 | 4 | 5 |
| Honest | 1 | 2 | 3 | 4 | 5 |
| Takes responsibility | 1 | 2 | 3 | 4 | 5 |
| Efficient | 1 | 2 | 3 | 4 | 5 |
| Academic knowledge | 1 | 2 | 3 | 4 | 5 |
| Pro-active, uses initiative | 1 | 2 | 3 | 4 | 5 |
| Adaptable | 1 | 2 | 3 | 4 | 5 |
| Communicator | 1 | 2 | 3 | 4 | 5 |
| Decision-maker | 1 | 2 | 3 | 4 | 5 |
| ICT skills | 1 | 2 | 3 | 4 | 5 |
| Innovative and creative | 1 | 2 | 3 | 4 | 5 |
| Organized | 1 | 2 | 3 | 4 | 5 |
| Responds to mentor's instructions  | 1 | 2 | 3 | 4 | 5 |
| Responds to supervisor’s intructions | 1 | 2 | 3 | 4 | 5 |

 |
| **Evaluation of the trainee:**  |
| **Date:** |
| **Name, signature and stamp of the Supervisor at the Receiving Organization/Enterprise:** |
|  | The Receiving Organization/Enterprise provides a Traineeship certificate as above to the trainee and to the Sending Institution within five weeks after publication/proclamation of the student’s results at the Receiving Institution).  |

1. **Nationality:** Country to which the person belongs administratively and that issues the ID card and/or passport. [↑](#endnote-ref-1)
2. **Study cycle:** Short cycle (EQF level 5) / Bachelor or equivalent first cycle (EQF level 6) / Master or equivalent second cycle (EQF level 7) / Doctorate or equivalent third cycle (EQF level 8). [↑](#endnote-ref-2)
3. **Field of education:** The [ISCED-F 2013 search tool](http://ec.europa.eu/education/tools/isced-f_en.htm) available at <http://ec.europa.eu/education/tools/isced-f_en.htm> should be used to find the ISCED 2013 detailed field of education and training that is closest to the subject of the degree to be awarded to the trainee by the sending institution. [↑](#endnote-ref-3)
4. **Erasmus code**: a unique identifier that every higher education institution that has been awarded with the Erasmus Charter for Higher Education (ECHE) receives. It is only applicable to higher education institutions located in Programme Countries. [↑](#endnote-ref-4)
5. **Contact person at the sending institution**: a person who provides a link for administrative information and who, depending on the structure of the higher education institution, may be the departmental coordinator or will work at the international relations office or equivalent body within the institution. [↑](#endnote-ref-5)
6. **Contact person at the Receiving Organization**: a person who can provide administrative information within the framework of Erasmus+ traineeships. [↑](#endnote-ref-6)
7. **Mentor**: the role of the mentor is to provide support, encouragement and information to the trainee on the life and experience relative to the enterprise (culture of the enterprise, informal codes and conducts, etc.). Normally, the mentor should be a different person than the supervisor. [↑](#endnote-ref-7)
8. **Level of language competence**: a description of the European Language Levels (CEFR) is available at: <https://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr> [↑](#endnote-ref-8)
9. For the Common European Framework of Reference for Languages (**CEFR**) see <http://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr> [↑](#endnote-ref-9)
10. For the Common European Framework of Reference for Languages (**CEFR**) see <http://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr> [↑](#endnote-ref-10)
11. **There are three different provisions for traineeships**:

1. Traineeships embedded in the curriculum (counting towards the degree);

2. Voluntary traineeships (not obligatory for the degree);

3. Traineeships for recent graduates. [↑](#endnote-ref-11)
12. **ECTS credits or equivalent**: in countries where the "ECTS" system it is not in place, in particular for institutions located in Partner Countries not participating in the Bologna process, "ECTS" needs to be replaced in all tables by the name of the equivalent system that is used and a weblink to an explanation to the system should be added. [↑](#endnote-ref-12)
13. **Responsible person at the sending institution**: this person is responsible for signing the Learning Agreement, amending it if needed and recognising the credits and associated learning outcomes on behalf of the responsible academic body as set out in the Learning Agreement. The name and email of the Responsible person must be filled in only in case it differs from that of the Contact person mentioned at the top of the document. [↑](#endnote-ref-13)
14. **Supervisor at the Receiving Organization**: this person is responsible for signing the Learning Agreement, amending it if needed, supervising the trainee during the traineeship and signing the Traineeship Certificate. The name and email of the Supervisor must be filled in only in case it differs from that of the Contact person mentioned at the top of the document.

**TRAINEESHIP TERMS AND CONDITIONS**

The terms and conditions of this Learning Agreement set out the duties and responsibilities of the Sending Institution, the Receiving Organization/Enterprise and the Trainee in relation to the Traineeship and work to be undertaken.

	1. **Responsibilities of the Sending Institution**The Sending Institution will:

	1. To select the Trainee on the basis of clearly defined and transparent criteria.
	2. To undertake a risk assessment in relation to the Traineeship.
	3. To provide information to the Trainee on general health and safety issues prior to the Traineeship, and to provide specialist guidance and information for trainees with additional support needs.
	4. To provide reasonable assistance to the Trainee to enable to Trainee to:
	* select the Receiving Organization/Enterprise and Traineeship in line with the proposed learning outcomes;
	* make appropriate travel arrangements, visa arrangements, accommodation, residence or work permits and insurance cover.
	* Be prepared for practical, professional and cultural life in the host country, in particular through language training tailored to their occupational needs.

	1. To maintain contact with the Receiving Organization/Enterprise and the Trainee during the Traineeship to monitor the Trainee’s progress, and where appropriate, appoint a relevant member of staff to conduct a visit to the Receiving Organization/Enterprise and Trainee.
	2. Where appropriate, work with the Receiving Organization/Enterprise to deal with concerns, problems and complaints raised by the Receiving Organization/Enterprise and/or the Trainee.
	3. The Sending Institution undertakes to respect all principles of the Erasmus Charter for Higher Education relating to traineeships.
	4. The Traineeship is embedded in the curriculum and upon satisfactory completion of the traineeship, the Sending Institution undertakes to:
		* Award 30 ECTS credits for one semester, 60 ECTS for a full year abroad.
		* Give a grade based on the Trainee’s final report and interview.
		* Record the Traineeship in the Trainee's Transcript of Records for the programme of study for which the Traineeship is being undertaken.
		* Record the Traineeship in the Trainee's Diploma Supplement (or equivalent).
	5. **Responsibilities of the Receiving Organization**The Receiving Organization/Enterprise will:

	1. Carry out an appropriate risk assessment of the activities identified under the Traineeship Description to identify potential risks to the Trainee. Where risks are highlighted, the Receiving Organization/Enterprise will put in place appropriate mitigating action and the Sending Institution will be notified.
	2. Provide the Trainee with a full and clear induction to the Receiving Organization/Enterprise and its rules, policies and working practices, including but not limited to health and safety arrangements, a copy of the risk assessment as detailed in clause 2.1, fire precautions and emergency evacuation arrangements, how to report accidents, incidents and unsafe conditions.
	3. To facilitate understanding of the host country and its culture, laws, policies and practices.
	4. Ensure that the Trainee is at all times treated with appropriate dignity and respect and is not subjected to verbal or physical abuse.
	5. Ensure that any confidential and/or personal information about the Trainee provided to the Receiving Organization/Enterprise by the Trainee or the Sending Institution about the Trainee is not disclosed to any third parties without the express written permission of the Trainee.
	6. Provide access to facilities and equip the Trainee with all training, equipment, materials and support (including, but not limited to, laboratories, computers and any safety equipment and clothing) that are required for the performance of the Traineeship.
	7. Nominate a supervisor who will conduct or make arrangements for day-to-day supervision and guidance of the Trainee and who will liaise with the Sending Institution where appropriate to enable the Sending Institution to properly monitor the Trainee’s progress. All reasonable steps will be taken to ensure that the supervisor is an appropriately trained and experienced member of staff.
	8. Indemnify the Trainee against any potential loss or liability caused by or to the Trainee in relation to the Traineeship whilst the Trainee is under the Receiving Organization’s supervision or guidance. The Receiving Organization/Enterprise agrees to provide a copy of the relevant documents which demonstrates such indemnity, to the Sending Institution on request. The Receiving Organization/Enterprise confirms that it will not require the Trainee to partake in any activity outside of those stated in this Agreement.
	9. Where the Receiving Organization/Enterprise requires the Trainee to travel outside the country where the Traineeship is hosted to undertake Traineeship activities as part of the Traineeship, the Receiving Organization/Enterprise will carry out reasonable checks to ensure the safety of the Trainee during such activities. Where such activities will incur an additional cost, including but not limited to insurance cover for the Trainee, accommodation, and/or expenses, the Receiving Organization/Enterprise will meet these additional costs unless otherwise agreed with the Trainee.
	10. Ensure that the Traineeship offered meets all the applicable academic, employability and Organizational criteria set out in this Learning Agreement, and agree to notify the Sending Institution and properly consult with the Trainee if there is to be any significant change required to the role.
	11. To acknowledge that the Trainee is undertaking this Traineeship as part of his/her studies and to allow the Trainee to submit all required reports and documents to the Sending Institution in connection with the Traineeship for the purposes of examination.
	12. To notify the Sending Institution prior to the Traineeship period ending if, in the Receiving Organization/Enterprise’s opinion, any reports and documents as set out in clause 2.10 contain confidential information, and to enter into a confidentiality agreement with the Sending Institution to enable the Sending Institution to assess the Trainee for the degree or award of the Sending Institution for which the Traineeship is being undertaken.
	13. In cases of serious accident or incidents involving the Trainee or breaches of discipline by the Trainee, advise and consult with the Sending Institution, and permit the Sending Institution to be actively involved in any actions or procedures in relation to the Trainee if it wishes to do so. To cooperate with the Sending Institution in the event of the Sending Institution receiving a complaint or concern from the Trainee about the Traineeship and/or the Receiving Organization/Enterprise.
	14. If required by the Sending Institution, provide any attendance monitoring or appraisal forms, and an appropriate level of feedback of the work undertaken during the Traineeship.Where the Trainee is in receipt of any remuneration for the Traineeship, the Receiving Organization/Enterprise agrees to pay the agreed salary on a regular pay-day, and be responsible for all applicable tax liabilities and national insurance or similar contributions as required by law in respect of such remuneration.

	1. **Responsibilities of the Trainee**The Trainee will:

	1. Abide by all rules, policies and procedures as notified to the Trainee by the Receiving Organization/Enterprise, and to follow all reasonable instructions of the Supervisor, particularly regarding health and safety requirements, and only use facilities, materials and equipment (including computer equipment) that are provided specifically for carrying out the Traineeship by the Receiving Organization/Enterprise.
	2. To comply with the requirements of any risk assessment undertaken in relation to the Traineeship.
	3. Notify the Sending Institution and the Receiving Organization/Enterprise in advance of any matter which is likely to affect him/her in the undertaking of the Traineeship including any special health or medical requirements that may increase the risk of injury or loss to the Trainee, the Receiving Organization/Enterprise or other third parties.
	4. If, after notifying the Receiving Organization of any failure of the Receiving Organization/Enterprise’s obligations as set out in Clause 2, in the reasonable opinion of the Trainee such failure has not been adequately addressed to then notify the Sending Institution.
	5. Complete all assessments and to submit all requested forms, reports and paperwork in the required format to the Sending Institution in connection with the Traineeship within specified deadlines.
	6. Ensure he/she is familiar with the content of any briefing sessions required as part of the Traineeship.
	7. To take responsibility for his/her work during the Traineeship and to behave responsibly and treat all persons with appropriate dignity and respect and to not do anything which may bring the Sending Institution and/or the Receiving Organization/Enterprise into disrepute.
	8. Keep the Sending Institution informed of any changes, issues or incidents which arise in connection with the Traineeship, and to co-operate with the Sending Institution by maintaining contact with the Sending Institution Contact and do anything else reasonably required by the Sending Institution to ensure his/her attendance and progress may be properly monitored and maintained.
	9. Ensure adequate travel and health insurance (including repatriation) is arranged in advance of the Traineeship, and to ensure any relevant insurance is arranged should it be required for travel to and from the place of work and during working hours if such insurance is not provided by the Receiving Organization/Enterprise.
	10. To maintain confidentiality where he/she is in receipt of information in connection with the Traineeship that is deemed confidential. Information shall be deemed confidential where it has been specifically designated as confidential prior to or at the time of disclosure whether in tangible or visible form or whether communicated orally, and subsequently confirmed in writing as confidential by the disclosing party.**4. General**

	* 1. Any Intellectual Property which is generated by the Trainee shall vest in and be owned by the Receiving Organization/Enterprise (“Traineeship IP”). The Receiving Organization/Enterprise hereby grants the Sending Institution and the Trainee a royalty-free non-exclusive licence to use Traineeship IP for academic assessment purposes only.
		2. The Sending Institution shall not be liable to the Receiving Organization/Enterprise, Trainee or any third party for any damage or loss, costs, expenses or other claims for compensation which arise out of the Traineeship and/or the Trainee’s or Receiving Organization/Enterprise’s participation in this Traineeship scheme, including without limitation any liability for the provision of adequate health and safety instruction, equipment and supervision. The Sending Institution’s total liability is limited to actions which are caused by the Sending Institution’s direct and negligent action or omission. The Sending Institution’s total liability in respect of the Traineeship shall be limited to the sum of £20,000.
		3. Nothing contained in this Agreement shall exclude, restrict or limit the liability of any party for death or personal injury caused by that party’s negligence or for fraud.
		4. The Receiving Organization/Enterprise shall (during and after termination of the Traineeship) indemnify and keep indemnified the Sending Institution against all losses, claims, damages, costs, and expenses and any other liabilities arising directly or indirectly as a result of or in connection with any act or omission of the Trainee or the Receiving Organization/Enterprise whilst participating in this Traineeship, and against all damages, losses, costs and expenses for which the Sending Institution may be liable as a result of death/bodily injury to the Trainee or any other person and/or damage to property arising out of any negligent act or omission of the Receiving Organization/Enterprise, its servants and agents
		5. No warranty, condition or representation of any kind is made, given or to be implied as to the sufficiency, accuracy, or fitness for purpose of any information or materials that the Sending Institution contributes to the Traineeship or to any information or material created by the Trainee during the Traineeship. The Receiving Organization/Enterprise will be entirely responsible for the use to which it puts such information and materials.
		6. For the avoidance of doubt, nothing in this Agreement shall prevent or delay the Trainee from submitting for a degree of the Sending Institution any documents based on the information obtained from the Receiving Organization/Enterprise, including but not limited to examination by examiners appointed by the Sending Institution.
		7. Subject to 4.9, the Receiving Organization/Enterprise, the Trainee or the Sending Institution may terminate the Traineeship for any reason on [one month’s] written notice and clause 4.8 will apply.
		8. The Trainee acknowledges that any grant funding arranged under separate written agreement between the Sending Institution and the Trainee, and received by the Trainee to undertake the Traineeship, may be subject to repayment terms if the Traineeship is terminated. Any notice of termination must set out the reasons for such a termination.
		9. Should any party wish to terminate this Agreement, all parties will work together in good faith and discuss the options available to enable the Trainee to continue the Traineeship prior to exercising a right of termination. The Receiving Organization/Enterprise acknowledges that the Traineeship forms a key part of the Trainee’s education and will use all reasonable endeavours to support and allow the Traineeship to be completed.
		10. If any dispute arises in connection with the Traineeship and/or this Agreement, representatives of the Parties with authority to settle the dispute will, within 30 calendar days of a written request from one Party to the other, work together in good faith to resolve the dispute.
		11. If the Receiving Organization/Enterprise is in breach of this Agreement, and, in the reasonable opinion of the Sending Institution or the Trainee, places the Trainee at risk, the parties agree that the Trainee may suspend the Traineeship whilst negotiation takes place, and the British Council will be notified by the University. Where the breach is not resolved to the satisfaction of the Sending Institution and/or the Trainee, the Traineeship can be terminated with immediate effect and clause 4.8 will apply.
		12. In the event that the Traineeship is terminated early, the Sending Institution shall provide reasonable assistance to the Trainee to locate an alternative Traineeship but shall be under no obligation to provide a Traineeship for the Trainee. There is no obligation for the Sending Institution to provide the Receiving Organization/Enterprise with another Trainee (or member of staff) to complete the Traineeship.
		13. No party shall be deemed to be in default under this Agreement if it is unable to perform all or any of its obligations under this Agreement by reason of Force Majeure, Act of God or the death, long term illness or incapacity of the Trainee.
		14. Failure of any party to enforce or exercise, at any time or for any period, any term of this Agreement, does not constitute, and shall not be construed as, a waiver of such term and shall not affect the right later to enforce such term or any other term contained in this Agreement.
		15. The Sending Institution and the Receiving Organization/Enterprise acknowledge that they are subject to anti-bribery legislation as defined by their national governments, and both Parties agree to assist and cooperate with the other to enable each other to comply with its duties in these respects and in meeting any requirements.
		16. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing.
		17. Any variation to this Agreement shall only be effective if it is in writing and signed by signed by a representative from each party authorised to conclude or amend agreements of this type.
		18. This Agreement is made for the benefit of the Sending Institution, the Receiving Organization/Enterprise and the Trainee and is not intended to benefit, or be enforceable by, anyone else.
		19. If the matter is not resolved through negotiation as set out in clause 4.10, it shall be settled either by independent mediation or by reference to the English Courts. This Agreement shall be governed by and construed in accordance with English law.By signing this agreement, respective Parties undertake to abide by these requirements.

**Erasmus Student Charter**

**Higher Education Erasmus Student Charter**

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| *This Student Charter highlights your rights and obligations and informs you about what you can expect from your sending and receiving Organization at each step of your mobility.* |

	* Higher education institutions participating in Erasmus+ have been awarded an Erasmus Charter for Higher Education by the European Commission where they commit to support, facilitate and recognise your mobility activities.
	* On your side, you commit to respect the rules and obligations of the Erasmus+ grant agreement that you have signed with your sending institution.
	1. **Before your mobility period**
	* Once you have been selected as Erasmus+ student, you are entitled to guidance regarding the partner institutions or enterprises where you can carry out your mobility period and the activities that you can undertake there.
	* You have the right to receive information on the distribution of grades at the receiving institution and to receive information in securing a visa, obtaining insurance and finding housing by your sending and receiving institution/enterprise. You can find the respective contacts points and information sources in the inter-institutional agreement signed between your sending and receiving institutions.
	* You will sign a Grant Agreement (Mobility Agreement) with your sending institution (even if you do not receive a financial support from EU funds), and a Learning Agreement with your sending and receiving institution/enterprise. A good preparation of your Learning Agreement is key for the success of your mobility experience and to ensure recognition of your mobility period. It sets out the details of your planned activities abroad (including the credits to be earned and that will count towards your home degree).
	* After you have been selected, you will undertake an on-line language assessment (if available in your main language of instruction/work abroad) that will allow your sending institution to offer you the most appropriate linguistic support, if necessary. You should take full advantage of this support to improve your language skills to the recommended level.
	1. **During your mobility period**
	* You should take full advantage of all the learning opportunities available at the receiving institution/enterprise, while respecting its rules and regulations, and endeavour to perform to the best of your ability in all relevant examinations or other forms of assessment.
	* You can request changes to the Learning Agreement only in exceptional situations and within the deadline decided by your sending and receiving institutions. In that case, you must ensure that these changes are validated by both the sending and receiving institutions/enterprise within a two-week period after the request and keep copies of their approval by e-mail. Changes due to an extension of the duration of the mobility period should be made as timely as possible as well.
	* Your receiving institution/enterprise commits to treat you in the same way as their home students/employeesand you should make all necessary efforts to integrate in your new environment.
	* Your receiving institution will not ask you to pay fees for tuition, registration, examinations, access to laboratory and library facilities during your mobility period. Nevertheless, you may be charged small fees on the same basis as local students for costs such as insurance, student unions and the use of miscellaneous material.
	* You are invited to take part in associations existing at your receiving institution/enterprise, such as networks of mentors and buddies organised by student Organizations such as "Erasmus Student Network".
	* Your student grant or student loan from your home country must be maintained while you are abroad.**III. After your mobility period**

	* You are entitled to receive full academic recognition from your sending institution for satisfactorily completed activities during your mobility period, in accordance with the Learning Agreement.
	* If you are studying abroad, your receiving institution will give you a Transcript of Records recording your results with the credits and grades achieved (normally in less than five weeks after the end of your evaluation). Upon receipt of this document, your sending institution will provide you all the information on their recognition in a maximum period of five weeks. The recognised components (for example, courses) will appear in your Diploma Supplement.
	* If you are doing a traineeship, your enterprise will give you a Traineeship Certificate summarising the tasks carried out and an evaluation and, when it was foreseen in your learning agreement, your sending institution will also give you a Transcript of Records. If the traineeship was not part of the curriculum, the period will at least be recorded in your Diploma Supplement and, if you wish, in your Europass Mobility Document. If you are a recent graduate you are encouraged to request the Europass Mobility Document.
	* You should undergo an on-line language assessment, if available in your main language of instruction/work abroad, to monitor linguistic progress during your mobility.
	* You must fill in a questionnaire to provide feedback on your Erasmus mobility period to your sending and receiving institution, the National Agency of the sending and receiving country and the European Commission.
	* You are invited to join the "Erasmus+ student and alumni association" and you are encouraged to share your mobility experience with your friends, other students, staff in your institution, journalists and let other people benefit from your experience, including young pupils.*If you have a problem, at any time:*

	* *You should identify the problem clearly and check your rights and obligations according to your grant agreement.*
	* *Several people work in your sending and receiving institutions to help Erasmus students. Depending on the nature of the problem and when it occurs, the contact person or the responsible person at your sending or receiving institution (or receiving enterprise in case of a traineeship) will be able to help you. Their names and contact details are specified in your Learning Agreement.*
	* *Use the formal appeal procedures in your sending institution if necessary.**If your sending or receiving institution fails to fulfil the obligations outlined in the Erasmus Charter for Higher Education or in your grant agreement, you can contact the related National Agency* [↑](#endnote-ref-14)
15. **Responsible person at the sending institution**: this person is responsible for signing the Learning Agreement, amending it if needed and recognising the credits and associated learning outcomes on behalf of the responsible academic body as set out in the Learning Agreement. The name and email of the Responsible person must be filled in only in case it differs from that of the Contact person mentioned at the top of the document. [↑](#endnote-ref-15)
16. **Supervisor at the Receiving Organization**: this person is responsible for signing the Learning Agreement, amending it if needed, supervising the trainee during the traineeship and signing the Traineeship Certificate. The name and email of the Supervisor must be filled in only in case it differs from that of the Contact person mentioned at the top of the document.

**TRAINEESHIP TERMS AND CONDITIONS**

The terms and conditions of this Learning Agreement set out the duties and responsibilities of the Sending Institution, the Receiving Organization/Enterprise and the Trainee in relation to the Traineeship and work to be undertaken.

	1. **Responsibilities of the Sending Institution**The Sending Institution will:

	1. To select the Trainee on the basis of clearly defined and transparent criteria.
	2. To undertake a risk assessment in relation to the Traineeship.
	3. To provide information to the Trainee on general health and safety issues prior to the Traineeship, and to provide specialist guidance and information for trainees with additional support needs.
	4. To provide reasonable assistance to the Trainee to enable to Trainee to:
	* select the Receiving Organization/Enterprise and Traineeship in line with the proposed learning outcomes;
	* make appropriate travel arrangements, visa arrangements, accommodation, residence or work permits and insurance cover.
	* Be prepared for practical, professional and cultural life in the host country, in particular through language training tailored to their occupational needs.

	1. To maintain contact with the Receiving Organization/Enterprise and the Trainee during the Traineeship to monitor the Trainee’s progress, and where appropriate, appoint a relevant member of staff to conduct a visit to the Receiving Organization/Enterprise and Trainee.
	2. Where appropriate, work with the Receiving Organization/Enterprise to deal with concerns, problems and complaints raised by the Receiving Organization/Enterprise and/or the Trainee.
	3. The Sending Institution undertakes to respect all principles of the Erasmus Charter for Higher Education relating to traineeships.
	4. The Traineeship is embedded in the curriculum and upon satisfactory completion of the traineeship, the Sending Institution undertakes to:
		* Award 30 ECTS credits for one semester, 60 ECTS for a full year abroad.
		* Give a grade based on the Trainee’s final report and interview.
		* Record the Traineeship in the Trainee's Transcript of Records for the programme of study for which the Traineeship is being undertaken.
		* Record the Traineeship in the Trainee's Diploma Supplement (or equivalent).
	5. **Responsibilities of the Receiving Organization**The Receiving Organization/Enterprise will:

	1. Carry out an appropriate risk assessment of the activities identified under the Traineeship Description to identify potential risks to the Trainee. Where risks are highlighted, the Receiving Organization/Enterprise will put in place appropriate mitigating action and the Sending Institution will be notified.
	2. Provide the Trainee with a full and clear induction to the Receiving Organization/Enterprise and its rules, policies and working practices, including but not limited to health and safety arrangements, a copy of the risk assessment as detailed in clause 2.1, fire precautions and emergency evacuation arrangements, how to report accidents, incidents and unsafe conditions.
	3. To facilitate understanding of the host country and its culture, laws, policies and practices.
	4. Ensure that the Trainee is at all times treated with appropriate dignity and respect and is not subjected to verbal or physical abuse.
	5. Ensure that any confidential and/or personal information about the Trainee provided to the Receiving Organization/Enterprise by the Trainee or the Sending Institution about the Trainee is not disclosed to any third parties without the express written permission of the Trainee.
	6. Provide access to facilities and equip the Trainee with all training, equipment, materials and support (including, but not limited to, laboratories, computers and any safety equipment and clothing) that are required for the performance of the Traineeship.
	7. Nominate a supervisor who will conduct or make arrangements for day-to-day supervision and guidance of the Trainee and who will liaise with the Sending Institution where appropriate to enable the Sending Institution to properly monitor the Trainee’s progress. All reasonable steps will be taken to ensure that the supervisor is an appropriately trained and experienced member of staff.
	8. Indemnify the Trainee against any potential loss or liability caused by or to the Trainee in relation to the Traineeship whilst the Trainee is under the Receiving Organization’s supervision or guidance. The Receiving Organization/Enterprise agrees to provide a copy of the relevant documents which demonstrates such indemnity, to the Sending Institution on request. The Receiving Organization/Enterprise confirms that it will not require the Trainee to partake in any activity outside of those stated in this Agreement.
	9. Where the Receiving Organization/Enterprise requires the Trainee to travel outside the country where the Traineeship is hosted to undertake Traineeship activities as part of the Traineeship, the Receiving Organization/Enterprise will carry out reasonable checks to ensure the safety of the Trainee during such activities. Where such activities will incur an additional cost, including but not limited to insurance cover for the Trainee, accommodation, and/or expenses, the Receiving Organization/Enterprise will meet these additional costs unless otherwise agreed with the Trainee.
	10. Ensure that the Traineeship offered meets all the applicable academic, employability and Organizational criteria set out in this Learning Agreement, and agree to notify the Sending Institution and properly consult with the Trainee if there is to be any significant change required to the role.
	11. To acknowledge that the Trainee is undertaking this Traineeship as part of his/her studies and to allow the Trainee to submit all required reports and documents to the Sending Institution in connection with the Traineeship for the purposes of examination.
	12. To notify the Sending Institution prior to the Traineeship period ending if, in the Receiving Organization/Enterprise’s opinion, any reports and documents as set out in clause 2.10 contain confidential information, and to enter into a confidentiality agreement with the Sending Institution to enable the Sending Institution to assess the Trainee for the degree or award of the Sending Institution for which the Traineeship is being undertaken.
	13. In cases of serious accident or incidents involving the Trainee or breaches of discipline by the Trainee, advise and consult with the Sending Institution, and permit the Sending Institution to be actively involved in any actions or procedures in relation to the Trainee if it wishes to do so. To cooperate with the Sending Institution in the event of the Sending Institution receiving a complaint or concern from the Trainee about the Traineeship and/or the Receiving Organization/Enterprise.
	14. If required by the Sending Institution, provide any attendance monitoring or appraisal forms, and an appropriate level of feedback of the work undertaken during the Traineeship. Where the Trainee is in receipt of any remuneration for the Traineeship, the Receiving Organization/Enterprise agrees to pay the agreed salary on a regular pay-day, and be responsible for all applicable tax liabilities and national insurance or similar contributions as required by law in respect of such remuneration.

	1. **Responsibilities of the Trainee**The Trainee will:

	1. Abide by all rules, policies and procedures as notified to the Trainee by the Receiving Organization/Enterprise, and to follow all reasonable instructions of the Supervisor, particularly regarding health and safety requirements, and only use facilities, materials and equipment (including computer equipment) that are provided specifically for carrying out the Traineeship by the Receiving Organization/Enterprise.
	2. To comply with the requirements of any risk assessment undertaken in relation to the Traineeship.
	3. Notify the Sending Institution and the Receiving Organization/Enterprise in advance of any matter which is likely to affect him/her in the undertaking of the Traineeship including any special health or medical requirements that may increase the risk of injury or loss to the Trainee, the Receiving Organization/Enterprise or other third parties.
	4. If, after notifying the Receiving Organization of any failure of the Receiving Organization/Enterprise’s obligations as set out in Clause 2, in the reasonable opinion of the Trainee such failure has not been adequately addressed to then notify the Sending Institution.
	5. Complete all assessments and to submit all requested forms, reports and paperwork in the required format to the Sending Institution in connection with the Traineeship within specified deadlines.
	6. Ensure he/she is familiar with the content of any briefing sessions required as part of the Traineeship.
	7. To take responsibility for his/her work during the Traineeship and to behave responsibly and treat all persons with appropriate dignity and respect and to not do anything which may bring the Sending Institution and/or the Receiving Organization/Enterprise into disrepute.
	8. Keep the Sending Institution informed of any changes, issues or incidents which arise in connection with the Traineeship, and to co-operate with the Sending Institution by maintaining contact with the Sending Institution Contact and do anything else reasonably required by the Sending Institution to ensure his/her attendance and progress may be properly monitored and maintained.
	9. Ensure adequate travel and health insurance (including repatriation) is arranged in advance of the Traineeship, and to ensure any relevant insurance is arranged should it be required for travel to and from the place of work and during working hours if such insurance is not provided by the Receiving Organization/Enterprise.
	10. To maintain confidentiality where he/she is in receipt of information in connection with the Traineeship that is deemed confidential. Information shall be deemed confidential where it has been specifically designated as confidential prior to or at the time of disclosure whether in tangible or visible form or whether communicated orally, and subsequently confirmed in writing as confidential by the disclosing party.**4. General**

	* 1. Any Intellectual Property which is generated by the Trainee shall vest in and be owned by the Receiving Organization/Enterprise (“Traineeship IP”). The Receiving Organization/Enterprise hereby grants the Sending Institution and the Trainee a royalty-free non-exclusive licence to use Traineeship IP for academic assessment purposes only.
		2. The Sending Institution shall not be liable to the Receiving Organization/Enterprise, Trainee or any third party for any damage or loss, costs, expenses or other claims for compensation which arise out of the Traineeship and/or the Trainee’s or Receiving Organization/Enterprise’s participation in this Traineeship scheme, including without limitation any liability for the provision of adequate health and safety instruction, equipment and supervision. The Sending Institution’s total liability is limited to actions which are caused by the Sending Institution’s direct and negligent action or omission. The Sending Institution’s total liability in respect of the Traineeship shall be limited to the sum of £20,000.
		3. Nothing contained in this Agreement shall exclude, restrict or limit the liability of any party for death or personal injury caused by that party’s negligence or for fraud.
		4. The Receiving Organization/Enterprise shall (during and after termination of the Traineeship) indemnify and keep indemnified the Sending Institution against all losses, claims, damages, costs, and expenses and any other liabilities arising directly or indirectly as a result of or in connection with any act or omission of the Trainee or the Receiving Organization/Enterprise whilst participating in this Traineeship, and against all damages, losses, costs and expenses for which the Sending Institution may be liable as a result of death/bodily injury to the Trainee or any other person and/or damage to property arising out of any negligent act or omission of the Receiving Organization/Enterprise, its servants and agents
		5. No warranty, condition or representation of any kind is made, given or to be implied as to the sufficiency, accuracy, or fitness for purpose of any information or materials that the Sending Institution contributes to the Traineeship or to any information or material created by the Trainee during the Traineeship. The Receiving Organization/Enterprise will be entirely responsible for the use to which it puts such information and materials.
		6. For the avoidance of doubt, nothing in this Agreement shall prevent or delay the Trainee from submitting for a degree of the Sending Institution any documents based on the information obtained from the Receiving Organization/Enterprise, including but not limited to examination by examiners appointed by the Sending Institution.
		7. Subject to 4.9, the Receiving Organization/Enterprise, the Trainee or the Sending Institution may terminate the Traineeship for any reason on [one month’s] written notice and clause 4.8 will apply.
		8. The Trainee acknowledges that any grant funding arranged under separate written agreement between the Sending Institution and the Trainee, and received by the Trainee to undertake the Traineeship, may be subject to repayment terms if the Traineeship is terminated. Any notice of termination must set out the reasons for such a termination.
		9. Should any party wish to terminate this Agreement, all parties will work together in good faith and discuss the options available to enable the Trainee to continue the Traineeship prior to exercising a right of termination. The Receiving Organization/Enterprise acknowledges that the Traineeship forms a key part of the Trainee’s education and will use all reasonable endeavours to support and allow the Traineeship to be completed.
		10. If any dispute arises in connection with the Traineeship and/or this Agreement, representatives of the Parties with authority to settle the dispute will, within 30 calendar days of a written request from one Party to the other, work together in good faith to resolve the dispute.
		11. If the Receiving Organization/Enterprise is in breach of this Agreement, and, in the reasonable opinion of the Sending Institution or the Trainee, places the Trainee at risk, the parties agree that the Trainee may suspend the Traineeship whilst negotiation takes place, and the British Council will be notified by the University. Where the breach is not resolved to the satisfaction of the Sending Institution and/or the Trainee, the Traineeship can be terminated with immediate effect and clause 4.8 will apply.
		12. In the event that the Traineeship is terminated early, the Sending Institution shall provide reasonable assistance to the Trainee to locate an alternative Traineeship but shall be under no obligation to provide a Traineeship for the Trainee. There is no obligation for the Sending Institution to provide the Receiving Organization/Enterprise with another Trainee (or member of staff) to complete the Traineeship.
		13. No party shall be deemed to be in default under this Agreement if it is unable to perform all or any of its obligations under this Agreement by reason of Force Majeure, Act of God or the death, long term illness or incapacity of the Trainee.
		14. Failure of any party to enforce or exercise, at any time or for any period, any term of this Agreement, does not constitute, and shall not be construed as, a waiver of such term and shall not affect the right later to enforce such term or any other term contained in this Agreement.
		15. The Sending Institution and the Receiving Organization/Enterprise acknowledge that they are subject to anti-bribery legislation as defined by their national governments, and both Parties agree to assist and cooperate with the other to enable each other to comply with its duties in these respects and in meeting any requirements.
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**Higher Education Erasmus Student Charter**

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	* Higher education institutions participating in Erasmus+ have been awarded an Erasmus Charter for Higher Education by the European Commission where they commit to support, facilitate and recognise your mobility activities.
	* On your side, you commit to respect the rules and obligations of the Erasmus+ grant agreement that you have signed with your sending institution.
	1. **Before your mobility period**
	* Once you have been selected as Erasmus+ student, you are entitled to guidance regarding the partner institutions or enterprises where you can carry out your mobility period and the activities that you can undertake there.
	* You have the right to receive information on the distribution of grades at the receiving institution and to receive information in securing a visa, obtaining insurance and finding housing by your sending and receiving institution/enterprise. You can find the respective contacts points and information sources in the inter-institutional agreement signed between your sending and receiving institutions.
	* You will sign a Grant Agreement (Mobility Agreement) with your sending institution (even if you do not receive a financial support from EU funds), and a Learning Agreement with your sending and receiving institution/enterprise. A good preparation of your Learning Agreement is key for the success of your mobility experience and to ensure recognition of your mobility period. It sets out the details of your planned activities abroad (including the credits to be earned and that will count towards your home degree).
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	* Your receiving institution/enterprise commits to treat you in the same way as their home students/employeesand you should make all necessary efforts to integrate in your new environment.
	* Your receiving institution will not ask you to pay fees for tuition, registration, examinations, access to laboratory and library facilities during your mobility period. Nevertheless, you may be charged small fees on the same basis as local students for costs such as insurance, student unions and the use of miscellaneous material.
	* You are invited to take part in associations existing at your receiving institution/enterprise, such as networks of mentors and buddies organised by student Organizations such as "Erasmus Student Network".
	* Your student grant or student loan from your home country must be maintained while you are abroad.**III. After your mobility period**

	* You are entitled to receive full academic recognition from your sending institution for satisfactorily completed activities during your mobility period, in accordance with the Learning Agreement.
	* If you are studying abroad, your receiving institution will give you a Transcript of Records recording your results with the credits and grades achieved (normally in less than five weeks after the end of your evaluation). Upon receipt of this document, your sending institution will provide you all the information on their recognition in a maximum period of five weeks. The recognised components (for example, courses) will appear in your Diploma Supplement.
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	* *Use the formal appeal procedures in your sending institution if necessary.**If your sending or receiving institution fails to fulfil the obligations outlined in the Erasmus Charter for Higher Education or in your grant agreement, you can contact the related National Agency* [↑](#endnote-ref-16)