Swiss-European Mobility Programme – Student Mobility for Traineeships

Declaration of Honour

[official name of the Swiss institution in charge of the mobility]

[official address]

called hereafter “**the Institution**”, represented for the purposes of signing this agreement by

[first name, last name, and function]

of the one part, and

[first and last name of student]

[private address]

called hereafter “**the Beneficiary**”[[1]](#footnote-1) of the other part.

Both parties agree that the **Conditions** and documents below:

* General Conditions
* Learning Agreement for Traineeships including Quality Commitment
* Final Report

are 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 traineeship in the framework of the Swiss European Mobility Programme financed by the Swiss Confederation, represented by the State Secretariat for Education, Research and Innovation SERI and the national agency Movetia, via the Swiss institution in charge of the mobility.

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [dd/mm/yyyy] at the earliest and end on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [dd/mm/yyyy].

ARTICLE 3 – INSURANCE (can also be covered by using the form “Insurance Declaration by Student”, in this case, please add reference accordingly)

The Institution shall add a clause to this Agreement in order to ensure that the student is clearly informed about issues related to insurance as outlined in the Quality Commitment. It shall highlight what is mandatory (at least accident insurance and liability insurance at work) or recommended. **For mandatory insurance, the following information must appear in the Agreement: the party responsible for the insurance (host organisation, home institution or student trainee).** The following information is **optional** but recommended: the insurance number/reference and the insurance company.

This depends to a large extent on the legal and administrative provisions in the home and host country.

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. It is the responsibility of the home institution of the student to ensure that the student is aware of health insurance issues.

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

Acknowledgement that liability insurance has been organised, in what form, shall be included in this Agreement.

A liability insurance covers damages caused by the student during his/her stay abroad (regardless of 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. Therefore, it is the responsibility of the home institution to check that there is liability insurance covering in a mandatory way **at least damages caused by the student trainee at the workplace**. The Learning Agreement provides clarity as to whether 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 required of the host organisation.

3.3 Accident insurance coverage related to the student’s tasks (covering at least loss or injury caused to the student at the workplace):

Acknowledgement that insurance against accidents in the workplace has been organised, and in what form, shall be included in this Agreement.

This insurance covers loss or injury to employees resulting from accidents at work. In many countries, employees are insured against such accidents at work. However, the extent to which transnational trainees are covered by the same insurance may vary across the countries engaged in transnational learning mobility programmes. It is the responsibility of the home institution to check that insurance against accidents at work has been organised. The Learning Agreement provides clarity as to whether this is covered by the host organisation or not. If the host organisation does not provide such coverage (which cannot be imposed if not made compulsory by the national regulation of the host country), the home institution shall ensure that the trainee is covered by such an insurance (taken out either by the home institution (on a voluntary basis as part of its quality management) or by the student trainee herself or himself).

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 according to the effective duration of the Traineeship in days on the basis of CHF 440 per month for mobility in Europe and CHF 500 for worldwide mobility. The Beneficiary is entitled to a grant only if he or she physically moves from the home institution to the host institution. In the case of “blended mobility” (i.e. where part of the Traineeship takes place virtually and part with a physical presence at the host institution), the grant is adjusted to the actual duration of stay in the host country. No grants of any kind are awarded in the case of virtual-only mobility. The Beneficiary must provide proof of the actual dates of start and end of the Traineeship.

4.3 **Green Travel Top-Up for more environmentally-friendly travel**

CHF 100 of additional funding, the Green Travel Top-Up, can be obtained by the Beneficiary.

Receipt of a Green Travel Top-Up: Yes [ ]  No [ ]

If the “Yes” box is ticked, the Beneficiary accepts the financial incentive and undertakes to:

* use this aid to subsidise a means of transport causing lower CO2 emissions than the airplane for the return trip (to travel to the host country and return to my country of origin)
* present proof of purchase of the travel ticket(s)
* return all or part of the aid if the stay abroad is not carried out, interrupted or if the obligations indicated here are breached.

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 70% 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.

5.3 The Green Travel Top-Up flat rate of CHF 100 is paid in accordance with the rules set out by the Swiss institution responsible for the mobility.

ARTICLE 6 – FINAL REPORT

The Beneficiary shall submit the Final Report using the official forms within 30 days of the end of the Traineeship.

ARTICLE 7 – BANK ACCOUNT (can also be covered by using another form, in this case, please add reference accordingly)

Payments shall be made to the Beneficiary’s bank account as indicated below:

Name of bank (or indicate “post account”): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of branch: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Account holder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full account number (bank/postal): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IBAN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ARTICLE 8 – SEVERABILITY, APPLICABLE LAW AND SETTLEMENT OF DISPUTES

8.1 Should any provision of this agreement be or become invalid or unenforceable, the other provisions of this Agreement shall nonetheless remain valid. The invalid or unenforceable provision shall be substituted by a provision that is valid and enforceable and that best reflects the economic intentions of the invalid or unenforceable provision.

8.2 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).

8.3 The competent court determined in accordance with Swiss law shall have sole jurisdiction to hear any dispute between the Institution and the Beneficiary concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

The Beneficiary notes that the institution will process his/her personal data and the data generated during the stay abroad for mobility purposes. The Beneficiary gives his/her consent for the institutions to exchange these data where necessary. In addition, he/she acknowledges that the Institution is required to forward the aforementioned data to the Swiss National Agency Movetia, to ensure proper implementation of the Swiss-European Mobility Programme SEMP. Movetia is mandated by the Swiss government to implement the SEMP.

SIGNATURES

The Beneficiary: For the Institution:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place, date Place, date

GENERAL CONDITIONS

Article 1 – Liability

Each party of this Agreement shall exonerate the other from any civil liability for damages suffered by it or its 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 its staff.

The Swiss national agency Movetia or its staff 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 execution of the mobility and the Institution shall hold Movetia and its staff fully harmless if such claim is brought against them. Consequently, Movetia 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 contractual end 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. Where the total amount of earlier payments to the Beneficiary exceeds the amount of the grant corresponding to the actual time of the Traineeship, the Beneficiary shall refund the excess amount to the Institution immediately.

Article 3 – Data Protection

Any personal data included in the Agreement shall be processed by the Institution in accordance with 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 Institution.

Article 4 – Checks and Audits

The parties to the Agreement undertake to provide any detailed information requested by the Institution, Movetia or by any other outside body authorised by Movetia to check that the Traineeship and the provisions of the Agreement are being properly implemented. The parties shall keep documents related to the mobility for a period of 10 years.

1. This document uses gender-neutral language. [↑](#footnote-ref-1)