**Annex I CONTRAT PEDAGOGIQUE ERASMUS+ MOBILITE EFP / ERASMUS + LEARNING AGREEMENT FOR VET MOBILITY**

**I. DETAILS ON THE PARTICIPANT**

|  |
| --- |
| Name of the participant:  Field of vocational education:  institution (name, address): Ensemble scolaire ISAAC DE l'ETOILE 62 rue du Porteau 86000 POITIERS  Contact person (name, function, e-mail, tel): VIRGINIE GUILLOT-coordinatrice ERASMUS ISAAC email : international@isaac-etoile.fr Tel : +33676439269 |

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

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

|  |
| --- |
| Dates of start and end of the placement period: |

|  |
| --- |
| **Savoir, aptitudes et compétences visés / Knowledge, skills and competence to be acquired**: |
| **Detailed programme of the training period**: |
| **Tâches du participant / Tasks of the trainee**: |
| **Suivi et tutorat du participant / Monitoring and Mentoring of the participant**: |
| **Evaluation et validation du stage /**  **Evaluation and Validation of the training placement**: |

**III. ENGAGEMENT DES PARTIES PRENANTES / COMMITMENT OF THE PARTIES INVOLVED**

**By signing this document, the participant, the sending institution and the receiving organisation** (*and the intermediary organisation ifapplicable)****\** confirm that they will abide by the principles of the Quality Commitment for VET training placements attached below.**

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

|  |  |
| --- | --- |
| **L’ORGANISME D’ENVOI / THE SENDING ORGANISATION**  We confirm that this proposed training programme agreement is approved  On completion of the training programme the organisation will issue a Europass Mobility, to the participant | |
| / Coordinator’s signature Virginie Guillot  ........................................................................ | Date: ................................................................... |

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

Sending Organisation, Name, Date

ENSEMBLE SCOLAIRE ISAAC DE l’ETOILE, représenté par **Madame V. Guillot**, coordinatrice ERASMUS-ISAAC, le ……… ……………………………………….

Host Organisation, Name, Date

Participant, Name, Date

**Annex II GENERAL CONDITIONS**

**Article 1 : Liability**

Each party of this agreement shall exonerate the other from any civil liability for damages suffered by him or his staff as a result of performance of this agreement, provided such damages are not the result of serious and deliberate misconduct on the part of the other party or his staff.

The French National Agency, 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 French National Agency 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 organization.

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