**Annex II**

**GENERAL CONDITIONS**

ARTICLE 1 – ETHICS AND VALUES

Ethics: The mobility activity must be carried out in line with the highest ethical standards and the applicable EU, international

and national law on ethical principles.

Values: The participant must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom,

democracy, equality, the rule of law and human rights, including the rights of minorities).

If a participant breaches any of its obligations under this Article, the grant may be reduced.

ARTICLE 2 – LIABILITY

Each party of this agreement shall exonerate the other from any civil liability for damages suffered by them or their 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 Germany (NA DAAD), 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 Germany (NA DAAD) or the European Commission shall not entertain any request for indemnity or

reimbursement accompanying such claim.

ARTICLE 3 – RECOVERY

The financial support or part thereof shall be repaid if the participant does not carry out the mobility activity in compliance with

the terms of the agreement. Should the participant terminate the agreement prematurely and not be able to prove the completed

minimum number of 15 ECTS per semester by means of a Transcript of Records and/or a Language Course Attendance

Certificate, he/she must partially repay the grant received up to that point, except if agreed differently with the sending

organisation. The latter shall be reported by the sending organisation and accepted by the Na-tional Agency.

If the participant is prevented from completing his/her mobility activities as described in Annex I due to "force majeure", he/she

is entitled to receive at least the updated grant of the actual duration (academically relevant start/end) of the mobility period.

Portions of the grant in excess of this must be repaid to the sending institution. This does not apply if otherwise agreed with

the sending institution. Cases of force majeure approved by the National Agency must be reported by the pro-ject sponsor.

ARTICLE 4 – 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 organisation 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.

ARTICLE 5 – DATA PROTECTION

All personal data contained in the agreement shall be processed in accordance with Regulation (EC) No 2018/1725 of the

European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the

EU organisations 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 organisation, 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. The participant should address any questions regarding the processing of his/her personal data to the sending

organisation and/or the National Agency. The participant may lodge a complaint against the processing of his personal data to

the European Data Protection Supervisor with regard to the use of the data by the European Commission.

By signing the Grant Agreement, the participant confirms that he/she has taken note of the European Commission's privacy

statement: <https://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>

ARTICLE 12 – CHECKS AND AUDITS

The parties of the agreement undertake to provide any detailed information requested by the European Commission, the

National Agency of Germany (NA DAAD) or by any other outside body authorised by the European Commission or the National

Agency of Germany (NA DAAD) to check that the mobility period and the provisions of the agreement are being properly

implemented.