

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 UK 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 placement. Consequently, the UK National Agency or the European Commission shall not entertain any request for indemnity of reimbursement accompanying such claim.

Article 2: Termination of the Contract

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 agreement 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 placement. Any remaining funds will have to be refunded.

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 British Council on the protection of individuals with regard to the processing of personal data by the Community 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 Community legislation (Court of Auditors or European Antifraud Office (OLAF)). The beneficiary 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 Information Commissioner’s Office 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 UK National Agency or by any other outside body authorised by the European Commission or the UK National Agency to check that the Placement and the provisions of the agreement are being properly implemented.