

GENERAL CONDITIONS

of financial agreement of *ERASMUS* mobility

ARTICLE 1: REPOSIBILITY

Each of the agreement parties must exempt the other party from any civil responsibility because of the losses experienced by the institution or its personnel related with agreement realization, on condition that these losses do not occur because of the serious/deliberate undue behaviour (negligence and misconduct) of the other party and its personnel.

Lithuanian National Agency and European Commission and its personnel are not responsible for the complaints related with the agreement because of the loss remuneration during performed activity. On this command Lithuanian National Agency or European Commission will not meet any requests of the indemnity from losses or compensation of the above mentioned complaints.

ARTICLE 2: AGREEMENT CANCELLATION

In case the participant does not keep to the agreement responsibilities and regardless of the enact legislation, the organization (enterprise, institution) has the legal right to break or annul the agreement without additional legal formalities when the grant receiver does not take any actions in a month time since the receipt of the registered letter.

If the participant cancels the agreement before the agreement termination or does not keep to the due rules of the agreement, he/she must return the part of the in advance paid subsidy to him/her.

If the participant breaks the agreement due to the circumstances of *force majeure*, that he/she cannot predict, the participant has the right to receive the part of the subsidy corresponding to the actually spent time in the Exchange Programme. The rest part of the subsidy should be returned.

ARTICLE 3: DATA PROTECTION

All the personal information indicated in the agreement should be processed in accordance to the European Parliament and Council regulation (EC) No. 45/2001 concerning person protection when the Community institution and enterprises deal with the personal documents and free movement of such documents. Such data can be processed exclusively for the agreement fulfilment or its possible renewal, and this can be done only by the sending organization, National Agency and the European Commission, without restriction of the possibility to present this data to the executives and the Audit, according to the Community rules (European Audit Chamber and European Anti-Fraud Office (OLAF)).

Moving a motion in written form the participant can familiarize with his/her personal data, to refill or amend them. The participant can ask the National Agency all the questions related with the administration of his/her personal data. The participant can make an appeal of his/her personal data administration to the State Inspection of Data Protection related with the activity of the National Agency while using this data or to address the officer of the European data protection supervision because of the Commission actions using this data.

ARTICLE 4: ENHANCEMENTS AND AUDIT

The participant binds oneself under the request of the European Commission, the National Agency or another organization empowered by the European Commission or the National Agency to present any other required extra information, in order to ascertain/check whether the project or agreement regulations are duly performed.