**Exchange Agreement**

Planned period of the exchange: from ………………………………….. till …………………………………

**The Hosting Institution**

|  |  |  |  |
| --- | --- | --- | --- |
| Institution’s name |  | | |
| Supervisor’s name |  | Nationality |  |
| Function |  | | |
| E-mail |  | | |

**The Participant**

|  |  |  |  |
| --- | --- | --- | --- |
| Name |  | Nationality |  |
| E-mail |  | | |
| Phone number(s) |  | | |

**The Sending Institution**

|  |  |  |  |
| --- | --- | --- | --- |
| Institutions’s name |  | | |
| Address |  | Country |  |
| Contact person |  | | |
| E-mail |  | | |
| Phone number(s) |  | | |

#### **I. TERMS AND CONDITIONS OF THE EXCHANGE PROGRAMME**

Language(s) of the exchange: ………………………………………………………………………………………….

**1. Objectives of the exchange**

The exchange should offer the opportunity to participants to immerse themselves in other EU Member States’ legal systems, to create or consolidate cross-border networking capacities, and to improve their legal and linguistic skills and competences. Each lawyer participating in the exchange will be put together with an experienced lawyer in the hosting institution, the “supervisor”, who will provide the necessary guidance to quickly integrate the lawyer into the working life of the hosinsg institution. The supervisor will be responsible for giving assignments to lawyers participating in the exchange, providing information and insights on national legislation in any area of law relevant to the lawyer’s work and accompanying him or her in day-to-day professional work, including relations with other colleagues and clients.

**2. Start date and duration of the exchange**

The start date of the exchange is …………………………………………………………………………………….

The duration of the training is **14 days** including weekends and excluding travel days. The minimum number of working days for the completion of the exchange programme should be 10 days. Working days should be from Monday to Friday as a general rule.

**3. Daily allowance and travel allowance**

Each participant is entitled to a daily allowance of **100 EUR per day** (1400 EUR for the whole duration of the exchange) plus a travel allowance of a **maximum of 500 EUR** for a return ticket from the place of residence to the place of destination. The daily allowance is a fixed amount which cannot be exceeded and it aims to cover the participant’s subsistence costs (accommodation and living expenses) during the exchange. The participant is fully responsible for the travel and accommodation arrangements during the period of the exchange. The organisation responsible for the payments of the daily and travel allowances will be the European Lawyers Foundation (hereinafter referred to as “ELF”). There will be no financial commitment of any kind from the hosting institution, the sending institution or the receiving institution vis-à-vis the participant.

**4. Payment procedure**

The payment of the daily and travel allowances will take place in two different instalments as follows:

1. **In the beginning of the exchange after signature of the exchange agreement:** after the participant has taken up his/her duties in the hosting institution as expected and after all parties have signed the exchange agreement, ELF will reimburse the price of the outbound travel ticket (or 50% of the return ticket when applicable) and make a first payment to the participant for an amount of 50% of the total allowance (700 EUR in total)
2. **In the end of the exchange after reception of the reporting documents**: within one month following the end of the exchange, the participant will need to complete (in English) the reporting documents mentioned in paragraph 7 and send them to the ELF together with a scanned copy of the “certificate of attendance”, signed by the hosting institution’s supervisor, and a copy of the inbound ticket. Once ELF receives all these documents and after checking them, it will proceed to the reimbursement of the inbound travel ticket (or the 50% of the return ticket when applicable) and to the payment of the remaining 50% of the total allowance (700 EUR). If ELF does not receive the post-exchange documents duly completed within the deadline of one month and following to two reminders, the final reimbursement will not take place.

**5. Interruption of the exchange**

If the exchange was for any reason interrupted before the planned end date, ELF will cover the daily allowance from the start date of the exchange until the date it was interrupted. In case the participant received a higher amount than the one he/she was entitled to receive on the date when the exchange was interrupted, then the participant will need to transfer back to ELF’s bank account the undue amount already advanced. In case of interruption, the participant will still need to complete the reporting documents mentioned under paragraph 4. Proof of the interruption of the exchange, mentioning the exact date of interruption, should only be provided by the supervisor of the hosting institution.

**6. Health and other insurances**

Annexed to this exchange agreement, the participant should provide a copy of his/her **European health insurance card**, which should cover him/her for any health expenses incurred abroad for the whole duration of the exchange. The participant should also make sure that he/she is insured against accident, death and invalidity risks.

**7. Reporting documents**

After the end of the exchange, the participant will need to complete (in English) and send to ELF the following reporting documents (templates will be provided by ELF):

1. **“The lawyer’s exchange report”**, a comprehensive document where the participant takes stock of the most important elements from the exchange programme.
2. **“The participant’s evaluation form”**, a document where the participant is asked to evaluate certain aspects of the exchange programme and make a self-assesement of the learning outcome.

Further, the hosting institution’s supervisor will need to complete (in English) and sign the following documents (templates will also be provided by the European Lawyers Foundation):

1. **“Certificate of attendance”,** including the names of the participant and the supervisor, the hosting institution and the duration of the exchange. The certificate should be duly signed by the supervisor and stamped with the official seal in use at the hosting institution
2. **“The supervisor’s exchange report”**, a document where the supervisor will evaluate the work undertaken by the lawyer participating in the exchange.

**II. COMMITMENT OF THE THREE PARTIES**

By signingthis document, the hosting institution, the participant and the sending institution confirm that they approve the proposed mobility agreement.

The participant will share his/her experience, in particular its impact on his/her professional development on the sending institution, as a source of inspiration to others.

The hosting institution will communicate immediately to the sending institution and the European Lawyers Foundation any problems occurred during the exchange period or any changes on the signed mobility agreement.

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| --- |
| **The hosting institution**  Name:  Signature: Date: |

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| --- |
| **The participant**  Name:  Signature: Date: |

|  |
| --- |
| **The sending institution**  Name of the contact person:  Signature: Date: |