**Grant agreement**

**for Erasmus+ mobility participants – higher education**

**number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Field: Higher Education

Academic year: 2023/2024

Sending Institution: **Vysoká škola báňská – Technická univerzita Ostrava**

Erasmus ID Code: **CZ OSTRAVA01**

Project code: **2023-1-CZ01-KA131-HED-000114603**

Address: **17. listopadu 2172/15, 708 00 Ostrava - Poruba**

Called hereafter "the organisation", represented for the purposes of signature of this agreement by **Ing. Mgr. Monika Maňáková,** institutional coordinator of Erasmus+ programme, on the one part, and

Participant first and last name(s):Click or tap here to enter text.

Date of birth: Click or tap to enter a date.

Address: Click or tap here to enter text.

Phone: Click or tap here to enter text.

E-mail:Click or tap here to enter text.

Called hereafter “the participant”, on the other part,

Have agreed to the Terms and Conditions, and Annexes below which form an integral part of this agreement ("the agreement"):

Annex I Erasmus+ mobility agreement for staff mobility for teaching/

 Erasmus+ mobility agreement for staff mobility for training

Annex II General Conditions

The terms set out in the Terms and Conditions shall take precedence over those set out in the annexes.

Total amount includes:

[ ]  Base amount for individual support for short-term physical mobility

[ ]  Travel support (standard travel or green travel amount)

[ ]  Exceptional cost for expensive travel (based on real costs)

[ ]  Inclusion support (based on real costs)

The participant receives:

[ ]  a financial support from Erasmus+ EU funds

[ ]  a zero-grant

[ ]  a partial financial support from Erasmus+ EU funds

Terms and CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

* 1. This agreement sets out the rights and obligations and terms and conditions applicable to the financial support awarded to carry out a mobility activity under the Erasmus+ Programme.
	2. The organisation will provide support to the participant for undertaking a mobility activity.
	3. The participant accepts the support or the provision of services as specified in Article 3 and undertakes to carry out the mobility activity as described in the Annex 1.
	4. Amendments to this grant agreement will be requested and agreed by both parties through a formal notification by letter or by electronic message.

ARTICLE 2 – ENTRY INTO FORCE AND DURATION OF MOBILITY

2.1 The agreement shall enter into force on the date when the last of the two parties signs.

2.2 The physical mobility period shall start on Click or tap to enter a date. at the earliest and end on Click or tap to enter a date. at the latest. The start date of the physical mobility period shall be the first day that the participant needs to be physically present at the receiving organisation and the end date shall be the last day the participant needs to be physically present at the receiving organisation.

2.3 The participant shall receive a financial support from Erasmus+ EU funds for 0 months and Click or tap here to enter text. days. 0 travel days are added to the duration of the mobility period and included in the calculation of the individual support.

2.4 The participant may submit a request concerning the extension of the mobility period within the limits set out in the Erasmus+ Programme guide. If the organisation agrees to extend the duration of the mobility period, the agreement shall be amended accordingly.

2.5 The certificate of attendance (or statement attached to these documents) shall provide the confirmed start and end dates of duration of the mobility period, including the virtual component.

ARTICLE 3 – FINANCIAL SUPPORT

3.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide for the given call.

3.2 The organisation shall provide the participant with the required support in the form of direct provision of the needed support services. The organisation shall ensure that the provision of services will meet the necessary quality and safety standards.

3.3 The contribution towards costs incurred in connection with travel or inclusion needs (inclusion support, exceptional costs for expensive travel, travel support,), shall be based on the supporting documents provided by the participant.

3.4 The financial support may not be used to cover similar costs already funded by EU funds.

3.5 Notwithstanding article 3.4, the grant is compatible with any other source of funding. This includes a salary that the participant could receive for their traineeship or teaching activities, or for any work outside their mobility activities as long as they carry out the activities foreseen in Annex I.

3.6 The financial support or part thereof shall be recovered by the sending organisation if the participant does not comply with the terms of the agreement. If the participant terminates the agreement before it ends, the participant shall have to return the amount of the grant already paid, except if agreed differently with the sending organisation. The latter shall be reported by the sending organisation and accepted by the National Agency.

ARTICLE 4 – INSURANCE

4.1       The organisation shall make sure that the participant has adequate insurance coverage either by providing itself the insurance, or by making an agreement with the receiving organisation for the latter to provide the insurance, or by providing the participant with the relevant information and support to take an insurance on their own.

4.2       Insurance coverage shall include at minimum health insurance and liability insurance and accident insurance

4.3    The responsible party for taking the insurance coverage is: the organisation

ARTICLE 5 – ONLINE LANGUAGE SUPPORT (OLS)

5.1 The participant can carry out the OLS language assessment in the language of mobility (if available) before the mobility period.

ARTICLE 6 – PARTICIPANT REPORT

6.1 The participant shall complete and submit the participant report on their mobility experience (via the online EUSurvey tool) within 30 calendar days upon receipt of the invitation to complete it. Participants who fail to complete and submit the online participant report may be required by their organisation to partially or fully reimburse the financial support received.

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| ARTICLE 7 – ETHICS AND VALUES |

7.1 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.

7.2 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).

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

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| ARTICLE 8 – DATA PROTECTION |

8.1 The funding organisation shall provide the participants with the relevant privacy statement for the processing of their personal data before these are encoded in the electronic systems for managing the Erasmus+ mobilities: https://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement

8.2 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)).

8.3 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.

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| ARTICLE 9 – TERMINATION OF THE AGREEMENT |

9.1 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.

9.2 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 their part, the participant shall be entitled to receive at least the amount of the grant corresponding to the actual duration of the mobility period. Any remaining funds shall have to be refunded.

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| ARTICLE 10 – CHECKS AND AUDITS |

10.1 The parties of the agreement undertake to provide any detailed information requested by the European Commission, the National Agency of Czech Republic or by any other outside body authorised by the European Commission or the National Agency of Czech Republic to check that the mobility period and the provisions of the agreement are being properly implemented.

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| ARTICLE 12 – LIABILITY  |

12.1 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.

12.2 The National Agency of Czech Republic, 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 Czech Republic or the European Commission shall not entertain any request for indemnity of reimbursement accompanying such claim.

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| ARTICLE 13 – APPLICABLE LAW AND COMPETENT COURT |

13.1 The Agreement is governed by law of the Czech Republic.

13.2 The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the organisation and the participant concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

ARTICLE 15 –APPLICABLE LAW AND COMPETENT COURT

15.1 The Agreement is governed by the national law of the Czech Republic.

15.2 The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the organisation and the participant concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

SIGNATURES

For the participant For the sending institution

Click or tap here to enter text. **Ing. Mgr. Monika Maňáková,**

 Institutional coordinator

 of Erasmus+ programme

Done at ………….., on …………… Done at ………….., on ……………

**Annex I**

**Erasmus+ mobility agreement for staff mobility for teaching**

**Erasmus+ mobility agreement for staff mobility for training**

**Annex II**

**GENERAL CONDITIONS**

**Article 1: 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 the Czech Republic, 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 the Czech Republic 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 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.

If the participant terminates the agreement before its agreement ends or if they fail to follow the agreement in accordance with the rules, they 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 their part, the participant shall be entitled to receive at least the amount of the grant corresponding to the actual duration of the mobility period. Any remaining funds shall have to be refunded.

**Article 3: 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 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 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[[1]](#footnote-2) (Court of Auditors or European Antifraud Office (OLAF)).

The participant may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. They should address any questions regarding the processing of their personal data to the sending organisation and/or the National Agency. The participant may lodge a complaint against the processing of their personal data 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 National Agency of the Czech Republic or by any other outside body authorised by the the European Commission or the National Agency of the Czech Republic to check that the mobility period and the provisions of the agreement are being properly implemented.

1. Additional information on the purpose of processing your personal data, what data we collect, who has access to it and how it is protected, can be found at:

<https://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement> [↑](#footnote-ref-2)