

**Grant Agreement No.  
for Erasmus+ mobility participants**

University: **VSB - Technical University of Ostrava**  
 Erasmus ID code: **CZ OSTRAVA01**  
 Project code: **2023-1-CZ01-KA131-HED-000114603**  
 Address: **17. listopadu 2172/15, 708 00 Ostrava – Poruba**

Hereinafter referred to as the “**Sending Institution**”, represented for the purpose of signing this Agreement by **Ing. Mgr. Monika Maňáková**, Institutional Coordinator for the Erasmus+ Programme, on the one part, and

<b>Participants first and last name(s):</b> Click or tap here to enter text.	<b>Personal student number:</b> Click or tap here to enter text.
<b>Date of birth:</b> Click or tap to enter a date.	<b>Nationality:</b> Click or tap here to enter text.
<b>Official address in full:</b> Click or tap here to enter text.	<b>Phone:</b> Click or tap here to enter text.
<b>Study Cycle:</b> Click or tap here to enter text.	<b>Email:</b> Click or tap here to enter text. @vsb.cz
<b>Faculty:</b> Click or tap here to enter text.	<b>Gender:</b> Click or tap here to enter text.
<b>Subject Area:</b> Click or tap here to enter text.	<b>Study type:</b> Click or tap here to enter text.
<b>ISCED F Code:</b> Click or tap here to enter text.	

The participant receives:	<input type="checkbox"/> a financial support from Erasmus+ EU funds <input type="checkbox"/> a partial financial support from Erasmus+ EU funds <input type="checkbox"/> a zero grant
The Financial support includes:	<input type="checkbox"/> Base amount for individual support for long-term physical mobility <input type="checkbox"/> Base amount for individual support for short-term physical mobility <input type="checkbox"/> Top-up amount for students and recent graduates with fewer opportunities on long-term mobility <input type="checkbox"/> Top-up amount for students and recent graduates with fewer opportunities on short-term mobility <input type="checkbox"/> Top-up amount for traineeships <input type="checkbox"/> Green travel top-up <input type="checkbox"/> Travel support (standard travel or green travel amount) <input type="checkbox"/> Travel days (additional individual support days) <input type="checkbox"/> Exceptional cost for expensive travel (based on real costs) <input type="checkbox"/> Inclusion support (based on real costs)

<b>Bank account where the financial support should be paid:</b> Click or tap here to enter text.
<b>Bank account holder (if different than student):</b> Click or tap here to enter text.
<b>Bank name:</b> Click or tap here to enter text.
<b>Clearing/BIC/SWIFT number:</b> Click or tap here to enter text. <b>Account/IBAN number:</b> Click or tap here to enter text.

hereinafter referred to as 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 No. I Erasmus+ Learning Agreement for student mobility for studies
- Annex No. II Erasmus Student Charter
- Annex No. III Penalties for non-fulfillment of study obligations

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

## TERMS AND CONDITIONS

### ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

- 1.1 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.
- 1.2 The Sending Institution shall provide support to the Participant for undertaking a mobility activity under the Erasmus+ programme.
- 1.3 The Participant accepts financial support at the level indicated in Article 3 and undertakes to carry out the mobility for studies as described in Annex I.
- 1.4 Amendments to the agreement, including the date of commencement and termination of mobility, must be requested in writing and agreed upon by both parties in the form of a letter or an electronic message.

### ARTICLE 2 – ENTRY INTO FORCE AND DURATION OF MOBILITY

- 2.1 The Agreement enters into force on the date of signature of the last of the two parties.
- 2.2 A mobility activity will take place at the following institution:

<b>Name:</b> Click or tap here to enter text.	<b>Country:</b> Click or tap here to enter text.
<b>Address:</b> Click or tap here to enter text.	
<b>The physical mobility period shall start on:</b> Click or tap to enter a date. <b>at the earliest and end on:</b> Click or tap to enter a date. <b>at the latest.</b>	

- 2.3 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.
- 2.4 The total duration of mobility must not exceed 12 months during one study cycle, including a zero-grant period. The total duration of physical mobility for short stay mobilities must not exceed 30 days.
- 2.5 The participant may submit a request concerning the extension of the mobility period within the limits set out in the Erasmus+ Programme guide at least 30 days before the originally planned end date of the physical mobility. If the organisation agrees to extend the duration of the mobility period, the agreement shall be amended accordingly.
- 2.6 The transcript of records 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 participant is entitled to receive a financial support from Erasmus+ EU funds for days of physical mobility only, it means the period when the participant is present at the receiving institution.

Physical presence at the institution from: Click or tap to enter a date. to: Click or tap to enter a date.	Months: Click or tap here to enter text. and days: Click or tap here to enter text. , i.e., days in total: Click or tap here to enter text.
Virtual component from Click or tap to enter a date. to: Click or tap to enter a date. <i>Only to be filled in if applicable</i>	
The rate applicable per month (=30 days)	Click or tap here to enter text.EUR
Individual support for short-term physical mobility	79 EUR/day (1 <sup>st</sup> – 14 <sup>th</sup> day), 56 EUR/day (15 <sup>th</sup> – 30 <sup>th</sup> day)
Top-up amount for students and recent graduates with fewer opportunities on short-term mobility	Click or tap here to enter text.EUR
Travel days (additional individual support days)	Click or tap here to enter text.EUR
Green travel top-up	Click or tap here to enter text.EUR
Financial support for the duration of mobility from an <b>Erasmus+ EU funds:</b>	Click or tap here to enter text.EUR

Financial support for the duration of mobility <b>from other funds</b>	Click or tap here to enter text.EUR
<b>Total financial support for the duration of mobility:</b>	Click or tap here to enter text.EUR

- 3.3 In case of long-term physical mobility, the amount for the mobility period shall be determined by multiplying the number of months of the mobility specified in article 3.2 with the rate applicable per month for the receiving country concerned. In the case of incomplete months, the financial support is calculated by multiplying the number of days in the incomplete month with 1/30 of the unit cost per month.
- 3.4 The contribution towards costs incurred in connection with travel or inclusion needs, top-up for fewer opportunities, shall be based on the supporting documents provided by the participant.
- 3.5 The participant is eligible for the green travel top of EUR 50 upon the return from the mobility activity based on provided documents (train or bus tickets, affidavit of a car sharing transport). Green means of travel are trains, buses and shared cars that were used for more than 50% of the complete journey for a distance over 100km.
- 3.6 The financial support may not be used to cover similar costs already funded by EU funds.
- 3.7 Notwithstanding article 3.6, 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.
- 3.8 Reimbursement of financial support, sanctions and prolongation of mobility:
- 3.8.1 The Participant is obliged to reimburse partially or totally the financial support at the request of the Sending Institution, and to the extent specified by the Sending Institution if a Participant violates the terms of the Agreement within the meaning of Article 5.4. If the Participant terminates the Agreement before it expires, or fails to comply with the rules, they must return the part of the financial support already paid to them, if there is no other agreement with the sending institution.
- 3.8.2 Financial support, or part thereof, must be refunded if the Participant submits a Transcript of Records as the case may be which confirms that the duration of mobility to be shorter than previously agreed in this Agreement. The Sending Institution issues the Participant a recovery order, and sends it to the Participant's university e-mail address. The shorter residence tolerance is a maximum of 5 calendar days. This tolerance does not apply for mobility activities of up to 30 days.
- 3.8.3 If the Participant is unable to complete their mobility as set out in Annex 1 due to force majeure, they are entitled to part of the financial support corresponding to the actual duration of mobility, as provided for in Article 3.2. All remaining funds must be returned if there is no other agreement with the Sending Institution. Such cases will be reported to the Sending Institution and agreed by the National Agency. The participant is obliged to keep accounting documents and contractual documentation proving the costs associated with the mobility in case that force majeure is applied and the participant claims a reimbursement of the costs.
- 3.8.4 Mobility period may be extended to the Participant by Amendment to the Grant Agreement with the Sending Institution. Financial support is paid after the Amendment is signed Contract by both parties. The Amendment is issued by the Sending Institution.
- 3.9 Financial support is a contribution towards increased living costs during a stay abroad. The Participant undertakes to cover the expenses related to the stay in the destination country which exceed the set financial support.

#### ARTICLE 4 – PAYMENT TERMS & CONDITIONS

- 4.1 Payment shall be made to the participant no later than (whichever comes first):
- 30 calendar days after the signature of the agreement by both parties,
  - the start date of the mobility period.
- The payment shall be made to the participant representing at least 70% of the amount specified in Article 3. In case the participant did not provide the supporting documents in time, according to the funding organisation's timeline, a later payment of the pre-financing can be exceptionally accepted, based on justified reasons.
- 4.2 If the payment under Article 4.1 is less than 100% of the maximum grant amount, the online submission of the EU Survey will be considered as a subscription request for a supplement. The Sending Institution has 45 calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.
- 4.3 Financial support is paid in EUR to an account held in the Czech Republic.

#### ARTICLE 5 – ACADEMIC RECOGNITION OF A MOBILITY ACTIVITY

- 5.1 Before mobility starts, the Participant shall draw up a specific study plan for the receiving institution which shall be submitted to the sending and receiving institutions for approval. The approved study plan is a part of the Learning

Agreement and is binding for all three parties. The Sending Institution sets out the minimum requirements that are necessary for the fulfilment of the chosen curriculum at the receiving institution.

- 5.2 By signing the Learning Agreement, the Sending Institution declares that:
- 5.2.1 They agree with the selected Participant's study plan at the receiving institution;
  - 5.2.2 The chosen curriculum is not in contradiction with the curriculum of the Participant's study programme at the Sending Institution;
  - 5.2.3 They ensure full recognition of the study received at the receiving institution as a proper part of the study at the Sending Institution by assigning ECTS credits.
- 5.3 The Participant is obliged to:
- 5.3.1 Fulfil the approved study plan at the receiving institution;
  - 5.3.2 Ensure that all changes to the original Learning Agreement are agreed upon in writing, both by the receiving and Sending Institutions, as soon as they occur; in the event of changes in the Learning Agreement after the arrival of the student at the receiving institution, within one month of the beginning of the relevant semester at the receiving institution;
  - 5.3.3 Immediately declare early termination of traineeship at the receiving institution to their faculty coordinator and University International Office at the Sending Institution;
  - 5.3.4 Respect the study regulations of the receiving institution;
  - 5.3.5 At the end of the mobility activity submit Transcript of Records as the case may be.
- 5.4 If the overview of achieved results does not match the approved work/study plan at the receiving institution and the Participant fails to meet the minimum requirements of the Learning Agreement, the Sending Institution shall assess the overall contribution of the mobility activity and, where appropriate, impose a penalty (reimbursement of part or all of the awarded grant).
- 5.5 Provision 5.4 does not apply if a Participant has been prevented from fulfilling the Learning Agreement's conditions by force majeure, i.e. an unforeseeable exceptional situation or an event that the Participant cannot influence, and has not been caused by his or her negligence or own fault. The Participant is obliged to notify the Institutional Erasmus + Coordinator at the Sending Institution without delay.

#### ARTICLE 6 – INSURANCE

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- 6.1 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.
- 6.2 Insurance coverage shall include a **health insurance**, a **liability insurance**, and an **accident insurance**, which are part of this agreement.
- Confirmation of **health insurance** coverage (medical expenses), the student is responsible for taking the health insurance coverage.
- Confirmation or affidavit of taking out **liability insurance** (covering damages caused by the student at the workplace), the student is responsible for taking the liability insurance coverage.
- Confirmation or affidavit of the arrangement of **accident insurance** applicable to the tasks performed by the student including at least damages caused to the student at the workplace, the student is responsible for taking the accident insurance coverage.
- 6.3 The participant was introduced to the issue of health insurance within the EU/EEA.

#### ARTICLE 7 – ON-LINE LANGUAGE SUPPORT (OLS)

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- 7.1 The participant must carry out the OLS language assessment in the language of mobility (if available) before the mobility period. The completion of the online assessment before departure is a pre-requisite for the mobility, except in duly justified cases.
- 7.2 In case of mobilities lasting 14 days or less, the participant can carry out the OLS language assessment in the language of mobility (if available) before the mobility period.
- 7.3 Level of linguistic competence in \_\_\_\_\_, which the student already has or undertakes to achieve before the start of mobility is: **A1** ; **A2** ; **B1** ; **B2** ; **C1** ; **C2** .

#### ARTICLE 8 - SUBMISSION OF DOCUMENTS AFTER THE END OF THE MOBILITY ACTIVITY

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- 8.1 The Participant undertakes to submit to the Sending Institution the following:
- 8.2.1 **Confirmation certificate** (a document issued by the receiving institution certifying the dates of the start and the end of the mobility activity) in two copies:  
1 ORIGINAL copy to the International Relation Office within 14 calendar days from the end of the stay.  
1 CARBON copy to the relevant faculty coordinator within 14 calendar days from the end of the stay the.

8.2.2 **Transcript of Records** – an ORIGINAL copy to be submitted within 30 calendar days to the relevant faculty coordinator.

- 8.3 If these documents are not submitted in a timely manner and in the prescribed form, the Participant is obliged to return partially or totally the financial support at the request of the Sending Institution, and to the extent specified by the Sending Institution.

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#### ARTICLE 9 –PARTICIPANT REPORTS (EU Survey and the Erasmus student final report database)

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- 9.1 The participant shall complete and submit the participant report on their mobility experience (via the online EU Survey 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.
- 9.2 A complementary online survey may be sent to the participant allowing for full reporting on recognition issues.
- 9.3 Optional: At the request of a the University International Office **employee**, the Participant fills in the on-line report in the Erasmus Students Final Report Database on the website <http://erasmus-database.naep.cz/modules/erasmus> within 30 calendar days from the end of the stay.

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#### ARTICLE 10 – ETHICS AND VALUES

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- 10.1 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.
- 10.2 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).
- 10.3 If a participant breaches any of its obligations under this Article, the grant may be reduced.

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#### ARTICLE 11 – DATA PROTECTION

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- 11.1 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>
- 11.2 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)).
- 11.3 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 12 – TERMINATION OF THE AGREEMENT

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- 12.1 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.
- 12.2 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 13 – CHECKS AND AUDITS

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- 13.1 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 14 – LIABILITY

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- 14.1 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.
- 14.2 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.

**ARTICLE 15 – APPLICABLE LAW AND COMPETENT COURT**

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- 15.1 The Agreement is governed by 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.
- 15.3 In case of ambiguity, the Czech version of this agreement takes precedence over the English version.

**ARTICLE 16 – FINAL PROVISIONS**

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- 16.1 By signing this agreement, the Participant confirms that he/she is familiar with the Penalties for non-fulfillment of study obligations. The Participant furthermore confirms receiving the Erasmus Student Charter. These documents are annexes to this agreement, and are accessible on the VSB-TUO website: <https://www.vsb.cz/mobility/en/students/erasmus/study/>
- 16.2 The Participant agrees to be sent group emails for the purpose of participating in Erasmus + and related affairs to their email address on the first page of this Agreement.
- 16.3 The Agreement is issued in two copies, one copy is received by the Sending Institution, and one copy is received by the Participant.

**SIGNATURES**

The Participant	For and on behalf of the Sending Institution
Name, surname	Name, surname, Position
	<b>Ing. Mgr. Monika Maňáková</b>
	Institutional Coordinator Erasmus+programme

Signature.....	Signature.....
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In Ostrava, on .....

In ....., on .....