

Grant agreement for Erasmus+ studies within Programme Countries**No. 2022-2023/22/[...]**

entered into under Section 1746 (2) of Act No. 89/2012 Coll., Civil Code, as amended

Field: Higher Education

Academic year: 2022/2023

Palacký University Olomouc, ID code: CZ OLOMOUC01

Address: Křížkovského 8, 779 00 Olomouc, Czech Republic

Called hereafter “the organization”,

represented for the purposes of signature of this agreement by [...], authorized representative, on the one part,

and

[Name and Surname of student]

Date of birth:

Address:

Phone:

E-mail:

Study cycle:

Subject area:

Code:

Called hereafter “the participant” on the other part, have agreed the Special Conditions and Annexes below which form an integral part of this agreement (“the agreement”):

Annex I	Learning Agreement for Studies
Annex II	General Conditions
Annex III	Erasmus Student Charter (on-line at http://www.cfic.upol.cz/)
Annex IV	Bank account statement form

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

The participant receives:

- ☐ a financial support from Erasmus+ EU funds
- ☐ a zero-grant
- ☐ a financial support from Erasmus+ EU funds combined with zero-grant

Total amount includes:

- ☐ Individual support for long-term physical mobility
- ☐ Top-up support for students with fewer opportunities on long-term mobilities, 250 EUR
- ☐ Green travel individual support top-up (single contribution), 50 EUR
- ☐ Additional travel days (additional individual support days)
- ☐ Inclusion support (based on real costs)

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

- 1.1 The organization shall provide support to the participant for undertaking a mobility activity for studies under the Erasmus+ Programme at [...] ID code [...].
- 1.2 The participant accepts the support specified in Article 3 and undertakes to carry out the mobility activity for studies as described in Annex I.
- 1.3. Amendments to the agreement, including to the start and end dates, shall 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 [...] at the earliest and end on [...] at the latest. The start date of the 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. In case of attending a language course provided by another organisation than the receiving organization as a relevant part of the mobility period abroad - the start date of the mobility period shall be the first day of language course attendance outside the receiving organization.
- 2.3 The participant shall receive a financial support from Erasmus+ EU funds for [...] months and [...] days.
- 2.4 The total duration of the mobility period shall not exceed 12 months, including any zero grant period.
- 2.5 Demands to the organization to extend the period of stay should be introduced at least 30 days before the end of the originally planned mobility period. If the organization agrees to extend the mobility period, the agreement will be supplemented accordingly.
- 2.6 The Transcript of Records (or statement attached to these documents) shall provide the confirmed start and end dates of duration of the mobility period.

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1 The participant shall receive financial support from Erasmus+ EU funds for [...] days of physical mobility
- 3.2 The total financial support for the mobility period is [...], corresponding to EUR [...] per month and EUR [...] per extra days.
- 3.3 The amount for the mobility period shall be determined by multiplying the number of months of the mobility specified in Article 2.3 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 reimbursement of costs incurred in connection with special needs, when applicable, shall be based on the supporting documents provided by the participant.
- 3.5 The financial support may not be used to cover similar costs already funded by EU funds.
- 3.6 Notwithstanding Article 3.4, the grant is compatible with any other source of funding including revenue that the participant could receive working beyond its studies/traineeship as long as he/she carries out the activities foreseen in Annex I.
- 3.7 The financial support or part thereof shall be repaid if the participant does not comply with the terms of the agreement. If the participant terminates the agreement before it ends, he/she shall have to refund the amount of the grant already paid, except if agreed differently with the sending organization. However, when the participant has been prevented from completing his/her mobility activities as described in Annex I due to force majeure, he/she shall be entitled to receive the amount of the grant corresponding to the actual duration of the mobility period as defined in Article 2.2. Any remaining funds shall have to be refunded, except if agreed differently with the sending organization. Such cases shall be reported by the sending organization and accepted 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 The financial support is intended to compensate for the increased costs of living abroad. The participant agrees to cover any costs related to the stay in the host country exceeding the financial support under Article 3.2.

ARTICLE 4 – PAYMENT ARRANGEMENTS

- 4.1 Within 30 calendar days following the signature of the agreement by both parties or upon receipt of confirmation of arrival, and no later than the start date of the mobility period, a pre-financing payment shall be made to the participant representing 100% of the amount specified in Article 3 per semester. In case the participant did not provide the supporting documents in time, according to the sending organisation's timeline, a later payment of the pre-financing can be exceptionally accepted.

- 4.2 If the payment under article 4.1 is lower than 100% of the financial support, the submission of the participant final report via the online EU Survey tool shall be considered as the participant's request for payment of the balance of the financial support. The organisation shall have 45 calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.

- 4.2 Terms and conditions for payment:

Method of payment: bank transfer to the account as specified in Annex IV (Bank account statement form)

Instalment 1: EUR within 30 calendar days of the signature of the agreement

ARTICLE 5 – INSURANCE

- 5.1 The participant shall have adequate insurance coverage.
- 5.2 Medical expenses insurance and liability insurance (covering damage caused by the participant in the place of his/her study stay) are included in the travel insurance taken out by Palacký University (Insurance Contract No. 2000055471, Insurer: ERV pojišťovna, a.s.; for the terms of insurance and the scope of cover see <http://www.cfic.upol.cz/> (Erasmus+).
- 5.3 Before leaving for the study stay, the participant is obliged to contact Mr. Jiří Zapletal of the insurance broker Pojišťovací makléřství BOHEMIA, a.s., at jirka@zapletalovi.com and notify him of his/her name and surname, date of birth, country of study stay, date of departure and return (or month of return), and the sending unit (ZO RUP).

ARTICLE 6 – ONLINE LINGUISTIC SUPPORT

- 6.1 If the main language of instruction is available in the OLS on-line system, the participant shall undergo an on-line language assessment before the mobility and at the end of the mobility period. Unless duly justified, the completion of the on-line assessment is a necessary prerequisite for the mobility.
- 6.2 The participant shall follow the OLS language course of their choice, starting as soon as they receive access and making the most out of the service. The participant shall immediately inform the organization if he/she is unable to carry out the course, before accessing it.

ARTICLE 7 – RECOGNITION

- 7.1 Prior to the departure abroad, the participant shall specify his/her intended study programme (study plan) at the host organization, and shall submit the draft in written form to the sending and host organizations for approval. The approved study plan will constitute a **Learning Agreement for Studies** which is binding on all the parties. By signing the Learning Agreement, the participant undertakes to complete the chosen study programme and satisfy the minimum requirements set for outgoing students within the ERASMUS+ programme, i.e. to achieve a minimum of 20 ECTS credits per one semester. The participant shall ensure that all changes in the Learning Agreement are agreed upon in written form by both the sending and host organizations within 5 weeks of the commencement of each semester at the latest. The obligation to obtain a minimum of 20 ECTS credits does not apply to students in doctoral study programmes, provided that they are sent abroad for scientific and/or research purposes. In such cases, the minimum requirements shall be indicated in the Learning Agreement or specified in an annex thereto.
- 7.2 The academic recognition and record of obtained credits are governed by the internal rules and standards of the faculty where the participant studies. The recognition and records of the obtained credits fall within the jurisdiction of departments, institutes and offices of the respective faculties.

By signing the Learning Agreement, the sending organization declares that:

- it agrees to the chosen study programme of the participant,
- the chosen study programme is not at variance with the study plan of the participant at his/her home organization,
- it will ensure full recognition of studies completed at the host organization as a regular part of studies at the sending organization.

Such recognition may only be denied if the participant fails to satisfy the requirements set by the host organization, or otherwise fails to meet the conditions required by the participating organizations for full recognition. In such cases, the participant may be requested to return the granted financial support. This provision does not apply if the participant's failure to meet the required study requirements has been caused

by circumstances which he/she could not have influenced and which he/she reported to the ERASMUS+ programme coordinator at the sending organization.

ARTICLE 8 – EU SURVEY

- 8.1 The participant shall complete and submit the online EU Survey after the mobility abroad within 30 calendar days upon receipt of the invitation to complete it. Participants who fail to complete and submit the online EU Survey may be required by their organization to partially or fully reimburse the financial support received.
- 8.2 A complementary online survey may be sent to the participant allowing for full reporting on recognition issues.
- 8.3 After the mobility the participant shall deliver the following documents to the sending organization:
Confirmation of Erasmus Study Period (stating the confirmed start and end dates of the duration of the mobility period) – within 15 days after the completion of the mobility;
Transcript of Records from the host organization – without undue delay after the document has been issued by the host organization, and not later than one and a half months after the termination of the mobility period. If the Transcript of Records is at variance with the approved study plan at the host organization and the participant fails to meet the minimum requirements defined by the Learning Agreement, the sending organization shall consider the overall benefit of the mobility, and if applicable, impose penalties (e.g. return of the financial support in full or in part). For measures adopted in cases of failure to meet the study requirements defined by the Learning Agreement, see <http://www.cfic.upol.cz/> (Erasmus+).

ARTICLE 9 – OTHER PROVISIONS

- 9.1 The participant declares that he or she complies with the Erasmus+ eligibility requirements for study stays and that he or she has acquainted himself or herself with the General Conditions and the Erasmus Student Charter. For all these documents see <http://www.cfic.upol.cz/> (Erasmus+).
- 9.2 The participant agrees to notify the organization of any changes to the details stated in Articles 1.1 and 2.2 without undue delay.

ARTICLE 10 – LAW APPLICABLE AND COMPETENT COURT

- 10.1 The agreement is governed by the national law of the Czech Republic.
- 10.2 The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the organization and the participant concerning the interpretation, application or validity of this agreement, if such dispute cannot be settled amicably.

SIGNATURES

For the participant
[Name and Surname]

For Palacký University Olomouc
[Name and Surname] authorized representative

Done at (place and date):

Done at Olomouc,

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, except if agreed differently with the sending organisation.

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.

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 legislation¹ (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 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://ec.europa.eu/programmes/erasmus-plus/specific-privacy-statement_en