



**Funded by
the European Union**



Palacký University
Olomouc

AGREEMENT – ERASMUS+ - MOBILITY OF INDIVIDUALS

No. [...]

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

Project code: 2023-1-CZ01-KA131-HED-000126872

Field: Higher Education
Academic year: 2023/2024

PREAMBLE

This **Agreement** ('the Agreement') is **between** the following parties:

on the one part,

the **Organisation** ('the organisation'),

Palacký University Olomouc, ID code: CZ OLOMOUC01

Address: Křížkovského 8, 779 00 Olomouc, Czech Republic

E-mail: e-podatelna@upol.cz

Called hereafter "the organization",

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

and

on the other part,

the '**participant**'

[Name and surname]

Date of birth:

Address:

Phone:

E-mail:

The parties referred to above have agreed to enter into this Agreement.

The Agreement is composed of:

Terms and Conditions

Annex I Learning Agreement for Studies

Annex II Erasmus Student Charter (on-line at <https://international.upol.cz/>)

Annex III Bank account statement form

The terms set out in the Terms and Conditions will take precedence over those set out in the annex.

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:

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

TERMS AND CONDITIONS

ARTICLE 1 – SUBJECT 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.
- 1.1 The organization will 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, 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 grant agreement will enter into force on the date when the last of the two parties signs this grant agreement.
- 2.2 The period covered by the grant agreement includes:
 - A physical mobility period from [...] to [...], equal to [...] days. 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.
 - A virtual component from N/A to N/A
- 2.3 The participant may submit a request concerning the extension of the physical mobility period within the limit set out in the Erasmus+ Programme Guide. If the organisation agrees to extend the duration of the mobility period, the agreement will be amended accordingly.
- 2.4 The Transcript of Records (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 2023 version.
- 3.2 The participant will receive a financial support from Erasmus+ EU funds for [...] days.
- 3.3 The organisation shall provide the participant the total financial support for the mobility period in the form of a payment of EUR [...].
- 3.4 The contribution towards costs incurred in connection with travel or inclusion needs shall be based on the supporting documents provided by the participant.
- 3.5 The financial support may not be used to cover costs for actions already funded by Union funds.

- 3.6 Notwithstanding Article 3.6, the financial support 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.
- 3.7 The financial support is intended to contribute to 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 3.3.

ARTICLE 4 – PAYMENT ARRANGEMENTS

- 4.1 **Method of payment:** bank transfer to the account as specified in Annex III (Bank account declaration form)
Instalment 1: [...] EUR within 30 calendar days after the signature of the agreement by both parties
- 4.2 The participant will receive a pre-financing payment representing 100% of the amount specified in Article 3 per semester, with the exception of the green travel individual support top-up that will be received by the participant after the end of the mobility period, if applicable. Payment of Instalment 1 shall be made to the participant no later than 30 calendar days after the signature of the agreement by both parties or until the start date of the mobility period. 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.

ARTICLE 5 – RECOVERY

- 5.1 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 6 – INSURANCE

- 6.1 The participant shall have adequate insurance coverage.
- 6.2 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 <https://international.upol.cz/> (Erasmus+).
- 6.3 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 jirzapletal@gmail.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 (ZORUP).

ARTICLE 7 – ONLINE LINGUISTIC SUPPORT

- 7.1 The participant may carry out the OLS language assessment in the language of mobility (if available) before the mobility period and make use of the language courses available on the OLS platform.

ARTICLE 8 – RECOGNITION

- 8.1 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.

- 8.2 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 9 – END OF THE MOBILITY

- 9.1 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 <https://international.upol.cz/> (Erasmus+).

Copies of tickets or other receipts in case of receiving Green travel individual support top-up – within 15 days after the completion of the mobility.

ARTICLE 10 – PARTICIPANT REPORT

- 10.1 The participant shall complete and submit the participant report on their mobility experience (via the online EUSurvey tool) within [Option for incoming long-term student mobility: 10 / Option for all other mobilities: 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.

- 10.2 A complementary online survey may be sent to the participant allowing for full reporting on recognition issues.]

ARTICLE 11 – ETHICS AND VALUES

- 11.1 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.
- 11.2 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).
- 11.3 If a participant breaches any of its obligations under this Article, the grant may be reduced.

ARTICLE 12 – DATA PROTECTION

- 12.1 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>
- 12.2 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)).

- 12.3 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.

ARTICLE 13 – TERMINATION OF THE AGREEMENT

- 13.1 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.
- 13.2 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.

ARTICLE 14 – CHECKS AND AUDITS

- 14.1 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.

ARTICLE 15 – LIABILITY

- 15.1 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.
- 15.2 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 16 – APPLICABLE LAW AND COMPETENT COURT

- 16.1 The Agreement is governed by law of the Czech Republic.
- 16.2 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
[Name and surname]

For Palacký University Olomouc
[Name and surname] *authorized representative*

Done at (place and date):

Done at [...],