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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: 2025-1-CZ01-KA131-HED-000325410

Field: Higher Education
Academic year: 2025/2026

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: Křižkovského 8, 779 00 Olomouc, Czech Republic

E-mail: e-podatelna@upol.cz

Called hereafter "the organisation",

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

and

on the other part,

the '**participant**'

[Name] [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 partial financial support from Erasmus+ EU funds for part of the physical duration

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 amount for students and recent graduates with fewer opportunities on long-term mobility
- ☐ Top-up amount for students and recent graduates with fewer opportunities on short-term mobility
- ☐ Travel support (green travel or non-green travel)
- ☐ 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 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 – 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.
- 2.3 The Transcript of Records or 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 AND OTHER SUPPORT

- 3.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide 2025 version.
- 3.2 The participant will receive a financial support from Erasmus+ EU funds for [...] days.
- 3.3 The participant may submit a request concerning the extension of the physical mobility period up to the maximum activity duration set out in the Erasmus+ Programme Guide 2025 version. If the organisation agrees to extend the duration of the mobility period, the agreement will be amended accordingly.
- 3.4 The organisation shall provide the participant the total financial support for the mobility period in the form of a payment of [...] EUR.
- 3.5 The financial support provided for (inclusion support, travel support, top-up for fewer opportunities) – will be based on the supporting documents provided by the participant.
- 3.6 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 – ENTITLEMENT TO FINANCIAL SUPPORT

- 4.1 The participant is entitled to financial support based on the Article 3 above if they have actually undertaken the activity during the period set out in Article 2. Where financial support is based on real costs, these must be based on supporting documents such as invoices, receipts, etc.
- 4.2 The financial support may not be used to cover costs for activities already funded by Union funds. It is nonetheless 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 1.

- 4.3 The participant may not claim reimbursement for currency exchange losses or bank costs charged by the participant's bank for transfers from the sending organisation.

ARTICLE 5 – PAYMENT ARRANGEMENTS

- 5.1 **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
- 5.2 The participant will receive a pre-financing payment representing 100% of the amount specified in Article 3 per semester. Payment shall be made to the participant no later than:
- 30 calendar days after the signature of the agreement by both parties or
 - 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 6 – RETURN OF FINANCIAL SUPPORT BY PARTICIPANT

- 6.1 If the participant does not comply with the terms of the agreement or terminates the agreement before it ends for reasons other than stated in Art 15.1, the participant will have to return the amount of the financial support 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 7 – INSURANCE

- 7.1 The organisation will make sure that the participant has adequate insurance coverage before starting the mobility 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.
- 7.2 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+).
- 7.3 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 zapletal@pmbohemia.cz 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 (Oddělení pro mobility RUP).

ARTICLE 8 – ONLINE LINGUISTIC SUPPORT

- 8.1 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 9 – RECOGNITION

- 9.1 The participant will make a study plan for their mobility before departure, the document must be signed by the sending and receiving institutions and by the student. The approval of this study plan will result in a Learning Agreement for Studies (Annex I) which is binding on all three parties. By signing the agreement, the participant undertakes to fulfil the chosen programme of study at the receiving organisation and to meet the minimum requirements for Erasmus+ outgoing students, i.e. to obtain at least 20 ECTS credits for each semester of study abroad in the case of long-term physical mobility, unless otherwise specified in the relevant faculty guidelines, and to obtain at least 3 ECTS credits in the case of short-term physical mobility.
- 9.2 Academic recognition and registration of obtained credits are governed by the internal rules and standards of the faculty at which the participant is studying. Recognition and registration of obtained credits is the responsibility of the departments, institutes and study units of individual faculties.
- 9.3 It is the participant's responsibility in the case of long-term physical mobility to ensure that any changes to the study contract are agreed by both the receiving and sending organisations within 5 weeks of the start of each semester.

- 9.4 The obligation to obtain the minimum number of ECTS credits at the host organisation as set out in Article 9.1 does not apply to students on doctoral programmes if sent abroad for the purpose of scientific research. In this case, the minimum requirements must be laid down in the Learning Agreement or specified in the annex.

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

- it agrees to the participant's chosen study programme at the receiving organisation,
- the chosen study programme does not conflict with the curriculum of the participant's study programme,
- ensures full recognition of the studies completed in the receiving organisation as a regular part of the studies in the sending organisation

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.

Such recognition may be refused only if the participant fails to meet the requirements set by the receiving organisation or otherwise fails to meet the conditions required by the participating organisations for full recognition. In such cases, the participant may be requested to repay the financial support allocated. This provision does not apply if the participant is prevented from completing the study plan by 'force majeure' as described in Article 18. The participant is obliged to report such situations immediately to the Erasmus+ coordinator of the sending organisation.

ARTICLE 10 – END OF THE MOBILITY

- 10.1 After the mobility the participant shall deliver the following documents to the sending organization:

Confirmation of Erasmus Study Period (issued and signed by the receiving institution, stating the purpose and duration of the stay) – within 15 days after the end of the mobility.

Transcript of Records from the host organization – immediately after it is issued by the receiving institution, and no later than 6 weeks after the end of the mobility period. If the Transcript of Records does not match the approved study plan at the host organization and the participant fails to meet the minimum requirements set out in the Learning Agreement, the sending organization shall assess the overall benefit of the mobility, and where appropriate, impose sanctions (e.g. repayment of part or all of the allocated financial support). Measures to be applied in case of failure to meet the study requirements set out in the Learning Agreement, see <https://international.upol.cz/> (Erasmus+).

Copies of tickets or other receipts in case of Green Erasmus travel support– within 15 days after the end of the mobility.

ARTICLE 11 – PARTICIPANT REPORT

- 11.1 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.
- 11.2 A complementary online survey may be sent to the participant allowing for full reporting on recognition issues.]

ARTICLE 12 – ETHICS AND VALUES

- 12.1 The mobility activity must be carried out in line with the highest ethical standards and the applicable EU, international and national law.
- 12.2 The parties 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).
- 12.3 If a participant breaches any of its obligations under this Article, the financial support may be reduced or not be paid.

ARTICLE 13 – DATA PROTECTION

- 13.1 Any personal data under the agreement will be processed under the responsibility of the data controller identified in the privacy statement in accordance with the applicable data provision legislation, in particular Regulation

2018/17251 and related national data protection acts and for the purposes set out in the Privacy Statement available at: <https://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>.

- 13.2 Such data will 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)).
- 13.3 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 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 14 – AGREEMENT SUSPENSION

- 14.1 The agreement may be suspended by initiative of the participant or of the organisation if exceptional circumstances — in particular force majeure (see Article 18) — make implementation impossible or excessively difficult. The suspension will take effect on the day agreed by written notification by the parties. The agreement may be resumed afterwards.
- 14.2 Either party may — at any moment — suspend the agreement, if the other party has committed or is suspected of having committed:
- a) substantial errors, irregularities or fraud or
 - b) serious breach of obligations under this agreement or during its award (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethics rules (if applicable), etc.).
- 14.3 Once circumstances allow for implementation to resume, the parties must immediately agree on the resumption date (one day after suspension end date). The suspension will be lifted with effect from the suspension end date.
- 14.4 During the suspension, no financial support will be paid to the participant.
- 14.5 The participant may not claim damages due to suspension by the organisation.
- 14.6 Suspension does not affect the organisation's right to terminate the agreement (see Article 15).

ARTICLE 15 – TERMINATION OF THE AGREEMENT

- 15.1 The agreement may be terminated by either party if circumstances arise that render the execution of the agreement impracticable, impossible or excessively difficult.
- 15.2 In case of such termination, the participant will be entitled to receive at least the amount of the financial support corresponding to the actual duration of the activity period. The participant will have to return any remaining funds.
- 15.3 In the event of serious breach of obligations or if either party has committed irregularities, fraud, corruption, or is involved in a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking, the other party may terminate the agreement through a formal notification.
- 15.4 The organisation reserves the right to initiate a court action if any requested refund is not voluntarily issued within the deadline notified to the participant by registered letter.
- 15.5 The termination will take effect on the date specified in the notification; 'termination date'.
- 15.6 The participant may not claim damages due to termination by the organisation.

ARTICLE 16 – CHECKS AND AUDITS

- 16.1 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 or were properly implemented.
- 16.2 Any finding related to the agreement may lead to the measures set in Article 6 or to further legal action in the terms of the applicable national law.

¹ Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC.

ARTICLE 17 – DAMAGES

- 17.1 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.
- 17.2 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 18 – FORCE MAJEURE

- 18.1 A party prevented by force majeure from fulfilling its obligations under the agreement cannot be considered in breach of them.
- 18.2 'Force majeure' means any situation or event that:
- prevents either party from fulfilling their obligations under the agreement,
 - was unforeseeable, exceptional situation and beyond the parties' control,
 - was not due to error or negligence on their part (or on the part of other participating entities involved in the action), and
 - proves to be inevitable in spite of exercising all due diligence.
- 18.3 Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.
- 18.4 The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible.

ARTICLE 19 – LAW APPLICABLE AND COMPETENT COURT

- 19.1 The Agreement is governed by law of the Czech Republic.
- 19.2 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 20 – ENTRY INTO FORCE

The agreement will enter into force on the last date of signature by the parties.

SIGNATURES

For the participant
[...]

For the organisation
[...]

Done at Olomouc,

Done at Olomouc,