**AGREEMENT NO. XX/2023-2025/XX**

**ERASMUS+ MOBILITY OF INDIVIDUALS (SMP – Student Mobility for Traineeships)**

Project code: 2023-1-CZ01-KA131-HED-000124019

Field: Higher Education

Academic Year: 2023/2024

Erasmus+ mobility ID number:

###### **PREAMBLE**

This Agreement (‘the Agreement’) is between the following parties:

**on the one part,**

the **Organisation** (‘the organisation’),

**Jihočeská univerzita v Českých Budějovicích, CZ CESKE01**

Address: Branišovská 1645/31a, 370 05 České Budějovice

Email: hvaskova@jcu.cz

represented for the purposes of signature of this agreement by doc. Ing. Vladimír Žlábek, Ph.D., Vice-Rector for International Relations, or by Ing. Hana Vašková, International Relations Officer

**and**

**on the other part,**

**the Participant** (‘the participant’),

**[Name and Surname]**

|  |  |
| --- | --- |
| **Date of birth:** | Klikněte nebo klepněte sem a zadejte text. |
| **Nationality:** | Klikněte nebo klepněte sem a zadejte text. |
| **Phone:** | Klikněte nebo klepněte sem a zadejte text. |
| **Email:** | Klikněte nebo klepněte sem a zadejte text. |
| **Address of permanent residence:** Klikněte nebo klepněte sem a zadejte text. |
| **Address of temporary residence:** Klikněte nebo klepněte sem a zadejte text. |

|  |  |
| --- | --- |
| **Faculty:** | Zvolte položku. |
| **Study cycle at the time of mobility:** | Zvolte položku. |
| **Field of Study:**  | Klikněte nebo klepněte sem a zadejte text. |
| **Number of years of completed HE:** | Klikněte nebo klepněte sem a zadejte text. |

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| **Previous participation in the Erasmus+ programme** [ ]  **YES** [ ]  **NO** |
| **Country of previous mobility:** | Klikněte nebo klepněte sem a zadejte text. |
| **Host organisation code:** | Klikněte nebo klepněte sem a zadejte text. |
| **Number of days of previous mobility:** | Klikněte nebo klepněte sem a zadejte text. |

|  |  |
| --- | --- |
| **Emergency contact:** |  |
| **Name and surname, RELATIONSHIP:** Klikněte nebo klepněte sem a zadejte text. |
| **Phone:** Klikněte nebo klepněte sem a zadejte text. | **Email:** Klikněte nebo klepněte sem a zadejte text. |

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| **Bank account where the financial support should be paid:****Bank account holder**: Klikněte nebo klepněte sem a zadejte text.**Bank name**: Klikněte nebo klepněte sem a zadejte text.**Clearing/BIC/SWIFT number**: Klikněte nebo klepněte sem a zadejte text. **Account number**: Klikněte nebo klepněte sem a zadejte text.**IBAN number:** Klikněte nebo klepněte sem a zadejte text. |

The parties referred to above have agreed to enter into this Agreement for the purpose of the student mobility specified below:

|  |  |
| --- | --- |
| **Host organisation:** | Klikněte nebo klepněte sem a zadejte text. |
| **ID code:** *(Erasmus+ code, or OID,* *if available):* | Klikněte nebo klepněte sem a zadejte text. |
| **Address:** | Klikněte nebo klepněte sem a zadejte text. |
| **Country:** | Klikněte nebo klepněte sem a zadejte text. |
| **Dates of mobility:** | Klikněte nebo klepněte sem a zadejte text. |
| **The means of transport used:** | Klikněte nebo klepněte sem a zadejte text.Note: To be completed by the participant in case a sustainable means of transport (train, bus, bicycle, carpooling) is used for the main part of the trip (most of the journey there and back). **By signing this Agreement, the participant is declaring and confirming** the use of a sustainable means of transport. |

The Agreement is composed of:

Terms and Conditions

Annex 1: Erasmus+ Learning Agreement for Student Mobility for Traineeships

Annex 2: Erasmus Student Charter

Annex 3: Grant calculation overview

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

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 (250 EUR)

[ ]  Top-up amount for students and recent graduates with fewer opportunities on short-term mobility (100 EUR or 150 EUR)

[ ]  Top-up amount for traineeships (150 EUR)

[ ]  Top-up amount for green travel to individual support (one-time contribution of 50 EUR)

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

[ ]  Travel days (additional individual support days)

[ ]  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 for part of the physical duration

###### **TERMS AND CONDITIONS**

#### **ARTICLE 1 – SUBJECT 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 will enter into force on the date when the last of the two parties signs this agreement.

2.2 The mobility period will start on [date] and end on [date]. The start date of the mobility shall correspond to the first day on which the participant is required to be physically present at the host organisation and the end date shall correspond to the last day on which the participant is required to be physically present at the host organisation.

2.3 The period covered by the grant agreement includes:

* a physical mobility period from [date] to [date], equal to [number of mobility days] days
* […] funded travel days
* a virtual component from [date] to [date](relates to blended mobilities only)

2.4 The Erasmus+ Learning Agreement – Student Mobility for Traineeships – After the Mobility document shall provide the confirmed start and end dates of duration of the mobility period, including the virtual component, if relevant.

#### **ARTICLE 3 – FINANCIAL SUPPORT**

3.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide 2023 Version.

Financial support for a long-term mobility is calculated as a multiple of the length of mobility and the monthly grant for the destination country. For calculation purposes, 1 month = 30 days. If the length of mobility does not correspond to full months, the financial support is calculated as the number of days over full months multiplied by 1/30 of the monthly grant for the destination country.

**Individual support - long-term mobilities**

|  |  |
| --- | --- |
| **Group** | **Scholarship** |
| Denmark, Finland, Iceland, Ireland, Liechtenstein, Luxembourg, Norway, Sweden | **750 EUR/month** |
| Austria, Belgium, Cyprus, France, Germany, Greece, Italy, Malta, Netherlands, Portugal, Spain | **750 EUR/month** |
| Bulgaria, Croatia, Czech Republic, Estonia, Hungary, Latvia, Lithuania, North Macedonia, Poland, Romania, Serbia, Slovakia, Slovenia, Türkiye | **630 EUR/month** |

 **Individual support – short-term mobilities (doctoral short-term mobility)**

|  |  |
| --- | --- |
| **Duration of the physical activity (days)** | **Scholarship**  |
| up to the 14th day of activity | **79 EUR per day** |
| 15th to the 30th day of activity | **56 EUR per day** |

3.2 The participant will receive a financial support from Erasmus+ EU funds for **[…]** days. The number of days will be equal to the duration of the physical mobility period plus travel days if relevant (relevant in case of doctoral mobility).

3.3 The participant may submit a request concerning the extension of the physical mobility period within the limit set out in the Erasmus+ Programme Guide, i.e. provided that the total duration of the mobility does not exceed 12 months of physical activity per each cycle of study (Bachelor, Master, Doctoral), independently of the number and type of mobility activities. Prior experience under the Erasmus+ Programme and/or as Erasmus Mundus scholarship holders counts towards the 12 months per study cycle. 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 *[option if applicable:* and travel days*]* in the form of a payment of **[…]** EUR.

3.5 The contribution towards costs incurred in connection with travel or inclusion needs (insclusion support, green travel top-up, top-up for fewer opportunities), shall be based on the supporting documents provided by the participant.

3.6 In the case of using sustainable means of transport (eco-friendly travel), the participant is obliged to keep evidence of the journey (transport documents) and to present them to the organisation if necessary. The Participant shall declare the use of a sustainable means of transport by completing the 'means of transport used' section in the preamble of this contract.

3.7 The financial support may not be used to cover costs for actions already funded by Union funds.

3.8 Notwithstanding Article 3.7, 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 1.

#### **ARTICLE 4 – PAYMENT ARRANGEMENTS**

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 / upon receipt of confirmation of arrival by the participant.

The payment shall be made to the participant representing 100% 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 lower than 100% of the financial support, the submission of the participant 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.

#### **ARTICLE 5 – ACADEMIC CONDITIONS AND RECOGNITION OF MOBILITY**

5.1 Before the mobility starts, the participant draws up a specific work plan (Erasmus+ Learning Agreement) at the receiving organisation, which he/she submits to both the sending and receiving organisation for approval. This approved work plan is binding for all parties involved.

5.2 The participant will ensure that any changes to the work plan are approved in writing by both the receiving and sending organisations as soon as they occur.

5.3 The organisation undertakes that the successful completion of the traineeship will be recognised in a pre-agreed manner and will be recorded in the Diploma Supplement.

5.4 Upon completion of the mobility, the participant is required to submit the following documents:

* **Erasmus+ Learning Agreement – Student Mobility for Traineeships – After the Mobility**

The participant submits the **ORIGINAL** document with the signature and stamp of the receiving organisation.

This document includes the start and end dates of the mobility.

The participant shall submit this document within 10 days of the end of the mobility.

* **Participant Report (EU Survey)**

The participant completes the participant report online, see Article 9.

#### **ARTICLE 6 – RECOVERY**

6.1 The financial support of 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 paidy, except if agreed differently with the sending organisation. The latter shall be reported by the sending organisation and accepted by the National Agency.

6.2 The financial support of part thereof shall be recovered by the sending organisation if the participant does not comply with the terms of the agreement, or if the participant does not comply with the general conditions for mobilities within the Erasmus+ Programme (below is a list of the basic conditions for a student mobility for traineeships):

* The mobility activity has to be compatible with the student’s degree-related learning and personal development needs.
* Wherever possible, the traineeships should be an integrated part of the student´s study programme.
* In terms of workload, in principle the participants have to work full time, based on their receiving organisation’s working time.
* **Minimum duration of a mobility** :
	+ - Student mobility for traineeships: 2 months, or 60 days
		- Mobility for studies and/or traineeships for doctoral candidates: 5 days or
		2 months, or 60 days
* **Duration of a mobility**:
	+ - Student mobility for traineeships: from 2 to 12 months of physical activity, excluding travel time
		- Mobility for studies and/or traineeships for doctoral candidates: from 5 to 30 days or from 2 to 12 months of physical activity, excluding travel time
* The same student may participate in mobility periods totalling up to 12 months of physical mobility maximum per each cycle of study, independently of the number and type of mobility activities.
* The duration of a traineeship by recent graduates counts towards the 12 months maximum of the cycle during which they apply for the traineeship. Recent graduates must be selected by their HEI during the last year of study, and must carry out and complete their traineeship abroad within one year of obtaining their graduation.

The full terms and conditions are contained in the Erasmus+ Programme Guide, available on https://erasmus-plus.ec.europa.eu/erasmus-programme-guide.

6.3 In the case of **shortening the duration of long-term student mobility** (i.e. mobility lasting from 2 to 12 months), a **5-day tolerance** may be applied, i.e. if the mobility is shortened by a maximum of
5 days, the financial support or part thereof will not be recovered. However, this is on condition that **the minimum duration of the mobility is respected** despite this shortening, see Article 6.2.

6.4 The financial support of part thereof shall be recovered by the sending organisaton in the event of interruption or termination of studies by the participant within his/her study programme and field of study at the sending organisation.

6.5 The participant is obliged to return the financial support or part thereof **no later than 7 days** after receiving a request for its return issued by the organization.

#### **ARTICLE 7 - INSURANCE**

7.1     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. In case the receiving organisation is identified as the responsible party in art 7.3, a specific document will be attached to this grant agreement defining the conditions of the insurance provision and including the consent of the receiving organisation.

7.2   Insurance coverage shall include at minimum a health insurance and a liability insurance and an accident insurance.

Note: In the case of intra-European mobility, the participant’s national health insurance will include a basic coverage during their stay in another EU country through the European Health Insurance Card. However, this coverage may not be sufficient for all situations, for example in case of repatriation or special medical intervention or in case of international mobility. In that case, a complementary private health insurance may be needed. Liability and accident insurances cover damages caused by the participant or to the participant during their stay abroad. Varying regulation of these insurances is in place in different countries and participants run the risk of not being covered by standard schemes, for example if they are not considered to be employees or formally enrolled at their receiving organisation. In addition to the above, insurance against loss or theft of documents, travel tickets and luggage is recommended.

**Confirmation of health insurance will be included in this contract.**

7.3    The responsible party for taking the insurance coverage is: [the organisation OR the participant OR the receiving organisation]

**ARTICLE 8 – LANGUAGE LEVEL AND ONLINE LANGUAGE SUPPORT (OLS)**

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.

8.2 The level of language competence in [main language of instruction] that the participant already has or agrees to acquire by the start of the mobility period is: A1[ ]  A2[ ]  B1[ ]  B2[ ]  C1[ ]  C2[x] .

#### **ARTICLE 9 – PARTICIPANT REPORT**

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.

#### **ARTICLE 10 – ETHICS and values**

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.

#### **ARTICLE 11 – DATA PROTECTION**

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.

#### **ARTICLE 12 – termination of the agreement**

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. The participant is obliged to keep accounting documents and contractual documentation for the mobility costs incurred, the reimbursement of which would be claimed in case of force majeure.

#### **ARTICLE 13 – CHEcks and audits**

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.

#### **ARTICLE 14 – LIABILITY**

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**

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.

SIGNATURES

For the participant For the organisation

[name / surname] Ing. Hana Vašková

 International Relations Officer

Done at [place], [date] Done at České Budějovice,

**Annex 1**

**Erasmus+ Learning Agreement for Student Mobility for Traineeships**