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**Grant agreement for Erasmus+ staff mobility for teaching/training between programme and partner countries N. 1/VZ/2022/2023**

concluded under the provisions of Section 1746 par. 2 Act No. 89/2012 Coll., Civil Code

Field: Higher Education

Academic year: 2022/2023

Mendel University in Brno, CZ BRNO 02

Address: Zemědělská 1, 613 00 Brno

Called hereafter "the organisation", represented for the purposes of signature of this agreement by prof. Dr. Ing. Jan Mareš on the one part, and

Participant first and last name(s):

Date of birth:

Address: [official address in full]

Phone:

E-mail:

Department:

Called hereinafter “the participant”, on the other part,

Have agreed to the Special Conditions and Annexes below which form an integral part of this agreement (hereinafter "the agreement"):

Annex I Erasmus+ mobility agreement for staff mobility for teaching / training

Annex II General Conditions

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

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

1.1 The organisation shall provide support to the participant for undertaking a mobility activity under the Erasmus+ Programme.

1.2 The participant accepts the support specified in article 3 and undertakes to carry out the mobility activity as described in Annex I.

1.3. Amendments to the agreement shall be requested and agreed by both parties through a formal exchange 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.

|  |  |
| --- | --- |
| Name of receiving institution, country: |   |
| OID:  |  |

2.2 The physical mobility period shall start on [date] at the earliest and end on [date] at the latest. 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.

2.3 The total duration of the mobility shall not exceed 60 days.

2.4 The participant may submit a request concerning the extension of the mobility period within the limits set out in the Erasmus+ Programme guide. If the organisation agrees to extend the duration of the mobility period, the agreement shall be amended accordingly.

ARTICLE 3 – FINANCIAL SUPPORT

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

3.2 The Participant shall receive a financial support from Erasmus+ EU funds for […] days. […] travel days are added to the duration of the mobility period and included in the calculation of the individual support.

3.3 The organisation shall provide the participant the total financial support for the mobility period, **EUR** […] -amounting to maximum **EUR** […] as a contribution toward living expenses[[1]](#footnote-2), and maximum **EUR** […] as a contribution toward travel expenses.

3.4 The organization will provide the participant support within the budget categories of travel expenses and accommodation expenses in the form of travel and accommodation expenses according to the organization's internal regulations. In this case, the recipient shall ensure that the services meet the necessary quality and safety standards.

3.5 The contribution towards costs incurred in connection with travel or inclusion needs ([choose what is applicable: inclusion support, exceptional costs for expensive travel, travel support, green travel top-up, top-up for fewer opportunities]), shall be based on the supporting documents provided by the participant.

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 A participant shall prove the exact start and end date of the mobility in the form of a certificate of participation issued by the receiving organization.

3.9 A Participant using sustainable means of transport (train, bus, boat, shared car) is entitled to X extra travel days.

3.10 In case of exceeding the specified maximum amount of support, mobility will be financed from the following financial source:

 **Department:** **Order Number :** **WBS Element:**

|  |  |
| --- | --- |
| Orderer of the operation for the customer: | Signature of the orderer: |
| Budget administrator of the customer: | Signature of the budget administrator: |

ARTICLE 4 – PAYMENT TERMS

4.1 The participant shall receive individual and travel support in a timely manner. The participant shall receive upon request a pre-financing payment representing up to 100% of the amount dedicated to individual and travel support specified in Article 3.

4.2. In case the participant fails to comply with the duration of the stay, he/she shall refund the proportionate part of the financial support.

ARTICLE 5 – INSURANCE

5.1      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.

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

Insurance provider ERV Evropská pojišťovna, a.s., insurance contract n. 2000200120

5.3    The responsible party for taking the insurance coverage is **the sending organisation**.

ARTICLE 6 – PARTICIPANT REPORT

6.1. 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 7 – DATA PROTECTION

7.1. 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

ARTICLE 8 –APPLICABLE LAW AND COMPETENT COURT

8.1 The Agreement is governed by the national law of the Czech Republic.

8.2 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 / forename] [name / forename / function]

[signature] [signature]

Done at [place], [date] Done at [place], [date]

**Annex I**

**Erasmus+ mobility agreement for staff mobility for teaching/ training**

**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.

**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 legislation[[2]](#footnote-3) (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 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. *According to the table of Erasmus+ flat rates specified in Annex IV to the Grant Contract 2022-1-CZ01-KA171-HED-000076382.* [↑](#footnote-ref-2)
2. 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://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement> [↑](#footnote-ref-3)