 

**Grant agreement No…..PS 2023/2024**

**For ERASMUS+ study period between programme and partner countries**

Concluded under the relevant provision of Section 1746 par. 2 Act No. 89/2012 Coll., Civil Code

Field: Higher Education

Academic year: 20../20..

By and between:

1. **Mendel University in Brno**

A public university established under Act No. 111/1998 Coll.

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Erasmus ID code: CZ BRNO02

Statutory body: prof. Dr. Ing. Jan Mareš, Rector

Called hereafter **"the Institution" or "MENDELU"**, represented for the purposes of signature of this agreement by **Mgr. Hana Byrtusová, Erasmus+ ICM Coordinator**, on the one part, and

1. **Student**:

|  |  |
| --- | --- |
| First and last name(s): |  |
| Date of birth: |  |
| Citizenship: |  |
| Sex: |  |
| Faculty:Field of study:Study cycle: |  |
| No. of completed years of university study: |  |
| Type of study, year: Permanent address: |  |
| Telephone: |  |
| E-mail: |  |

Called hereafter **“the participant”**, on the other part,

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

Annex I Erasmus+ Learning Agreement for student mobility for studies

Annex II General Conditions

Annex III Erasmus Student Charter

Annex IV Bank Account Details

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

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

☐ Top-up amount for traineeships

☐ Green travel top-up

☐ 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

**SPECIAL CONDITIONS**

**ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT**

* 1. The purpose hereof is to stipulate the obligations of both contracting parties, ensuing from the international study period of the Participant within the framework of the Erasmus+ programme.
	2. The Participant undertakes to effect the international study period specified in Article 2 and to fulfil the approved study plan, which forms part of the Erasmus+ Learning Agreement for student mobility for studies as Annex I.
	3. The Participant acknowledges that the fulfilment of the study plan means obtaining at least **18 ECTS** from specialized subjects. In the case of doctoral study, it means working on the dissertation and other assignments according to the guidelines of the MENDELU dissertation supervisor.
	4. The Institution shall provide support to the participant for undertaking a mobility activity under the Erasmus+ Programme.
	5. The Participant acknowledges the terms of this Agreement and agrees therewith. In the event of a breach of the study plan, the participant shall return the entire amount of the financial support to the university account according to the institutional coordinator´s instructions.

1.5 The Participant accepts the support specified in Article 4 and undertakes to fulfil the approved **study plan**, which forms part of the **Learning Agreement** (Annex I).

1.6 Changes to the Agreement shall be requested in writing and agreed upon by both parties in the form of a letter or electronic message. Any amendments to the contract must be in writing.

**ARTICLE 2 – STUDY PERIOD SPECIFICATION**

The Participant undertakes to effect the international study period at the following institution:

Name of receiving institution: **Mendel University in Brno**

Erasmus ID code: **CZ BRNO02**

Country: **Czech Republic**

Beginning of stay: [……………..]

End of stay: [……………..]

Number of months/days: [……………..]

**ARTICLE 3 – ENTRY INTO FORCE AND DURATION OF MOBILITY**

3.1 The Agreement shall enter into force on the date when the last of the two parties signs.

3.2 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 institution and the end date shall be the last day the Participant needs to be physically present at the receiving institution.

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

3.4 The Participant may submit a request concerning the extension of the mobility period within the limits set out in the Erasmus+ Programme guide. If MENDELU agrees to extend the duration of the mobility period, the Agreement shall be amended accordingly.

3.5 The request for an extension of the stay must be submitted **at least one calendar month** before the originally planned end of the mobility.

3.6 The Confirmation of the Erasmus+ study period shall provide the confirmed start and end dates of the duration of the mobility period, including the virtual component.

3.7 The total duration of the mobility, including prior participation in the Lifelong Learning Programme within and Erasmus sub-programme, shall not exceed 360 days during one study cycle.

3.8 The commencement and termination dates of the mobility shall be confirmed in the Erasmus+ Learning Agreement for students for studies and in the Confirmation of Erasmus+ study period.

**ARTICLE 4 – FINANCIAL SUPPORT**

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

4.2 MENDELU shall provide the participant with the total financial support for the mobility period, [ XX EUR]/For zero-grant participants 0 EUR., which corresponds to [ XX EUR] per calendar month and [ XX EUR] for additional calendar days. The amount for the duration of the mobility shall be determined by multiplying the number of months of mobility referred to in Article 3 and the corresponding monthly rate for the host country concerned. In the case of incomplete months, the financial support is calculated by multiplying the number of days in the incomplete month by 1/30 of the unit cost per month.

4.3 The participant also receives [ XX EUR ] as a contribution to travel costs.

4.4 The Participant will not receive for the period from. . . . . …… . . to. . . …. . . . . . , i.e.. ………….. months and .………days financial support, but will be considered for all other purposes as a participant in the Erasmus + program (zero-grant student).

4.5 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.

4.6 The financial support may not be used to cover similar costs already funded by EU funds.

4.7 Notwithstanding article 4.6, the grant is compatible with any other source of funding. This includes a salary that the Participant could receive for any work outside their mobility activities as long as they carry out the activities foreseen in Annex I.

4.8 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 receiving institution. 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 3.2.

Any remaining funds shall be refunded, except if agreed differently with the receiving institution. Such cases shall be reported by the receiving institution and accepted by the National Agency. In the case the Participant does not achieve the agreed minimum of 18 ECTS, the financial support will be reduced by 1/30 for every not achieved credit. If the reduced sum is higher than 30% of the financial support for mobility, the rest of the amount has to be repaid by the student.

**ARTICLE 5 – PAYMENT ARRANGEMENTS**

5.1 The Participant will receive in advance at least **70% of the amount of individual support and 100% travel grant** specified in Article 4. In case the Participant did not provide the supporting documents in time, according to the funding Institution's timeline, a later payment of the pre-financing can be exceptionally accepted, based on justified reasons.

5.2. The financial support will be sent to the Participant to the account specified in Annex 4 in two payments:

**Payment No. 1:** **…. EUR** (representing **... EUR** – i.e. 70 % of the financial support for the mobility specified in Article 4 and **....** **EUR** – i.e. 100% of the travel costs) **EUR**

**Payment No. 2: …. EUR** will be made a maximum of 7 days before the departure day under the conditionthatthe Participant **provided all required documents, and the contractual conditions are met.**

5.3 The Participant extending the study period with a Zero grant will be paid the second payment after successfully finishing exams and achieving not less than 18 ECTS.

5.4 Financial support or part of it must be repaid if the Participant breaches the terms of the contract. If the Participant terminates the contract before it expires or does not comply with the contract in accordance with the rules, he/she must repay the part of the financial support already paid to him/her, unless there is another agreement with the receiving organization.

 5.5 The above provisions of paragraphs 5.1 - 5.4 do not apply if the Participant was prevented from completing the mobility or properly fulfilling the obligations of so-called "force majeure", i.e. demonstrably unforeseeable and exceptional event or circumstance beyond his/her control or negligence and which immediately after the finding, he/she reported to the Department of International Relations and Internationalization of MENDELU and which was approved by the National Agency. In this case, the Participant shall be entitled to the part of the financial support corresponding to the actual duration of the mobility, as provided for in Article 4.

Any remaining funds must be returned unless otherwise agreed with the receiving organization. Such cases shall be reported by the receiving 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 force majeure is applied, and the participant claims reimbursement of the costs.

5.6 The provision of financial support is determined by the terms of this Agreement, applicable EU rules and, in accordance with the principle of subsidiarity, the laws of the Czech Republic. MENDELU and the Participant may bring legal proceedings against the decisions of the other party to apply the relevant provisions of the contract and the arrangements for its performance before a civil court.

**ARTICLE 6 – INSURANCE**

6.1      The Participant shall have adequate insurance coverage. The insurance policy must cover comprehensive health care with an insurance company that is authorised to provide its services in the Czech Republic.

6.2       Insurance coverage shall include at minimum health insurance and liability insurance and accident insurance.

6.3    The responsible party for taking the insurance coverage is the Participant.

6.4 Acknowledgement that health insurance coverage has been organised shall be included in this agreement.

**ARTICLE 7 – ACADEMIC RECOGNITION OF MOBILITY**

* 1. Before leaving abroad, the Participant draws up a specific study program at the receiving institution, which he/she submits in writing to the sending and receiving institutions for approval. By approving this study program, a study agreement (Annex I - Learning Agreement) will be created, which is binding for all three parties. In the study agreement, the Participant undertakes to meet the chosen study program at the host institution and to meet the minimum requirements for seconded Erasmus + students, i.e. to obtain at least 18 ECTS credits for specialized subjects per semester. It is the responsibility of the Participant to ensure that all changes to the Learning Agreement are agreed upon in writing by both the host and sending institutions as soon as they occur; in the case of changes in the study contract after the participant's arrival at the host institution, no later than 30 calendar days from the beginning of the course.

The obligation to obtain at least 18 ECTS credits does not apply to students in doctoral study programs if they are sent abroad for the purpose of scientific research activities. In such a case, the minimum requirements must be set out in the study contract or specified in an annex to the study contract.

* 1. Academic recognition and enrolment of the obtained credits are governed by the internal rules and standards of the sending institution. The recognition and records of the obtained credits fall within the jurisdiction of departments, institutes and offices of the respective faculties.

By signing the study contract, the institution declares that:

* agrees with the chosen study program of the Authorized Recipient at the host institution
	+ the chosen study program is not in conflict with the syllabi of the study program of the Participant at his/her home institution
	+ ensure full recognition of studies completed at the host institution as a proper part of studies at the sending institution

Such recognition may be refused only if the Participant does not meet the requirements set by the receiving institution or otherwise does not meet the conditions required by the participating institutions for full recognition. In such cases, the Participant may be requested to reimburse the financial support granted, see Article 4, paragraph 4.8. This provision does not apply if the Participant was prevented from fulfilling the study plan by "force majeure", i.e. an unforeseeable exceptional situation or event beyond the beneficiary's control and caused by his/her fault or negligence, see Article 5, paragraph 5.6.

**ARTICLE 8 – DUTIES OF THE PARTICIPANT DURING THE STAY**

The Participant is obliged to:

8.1 Fulfil the approved study plan at the receiving institution, i.e. meet the minimum requirements of the Erasmus+ Learning Agreement for student mobility for studies.

8.2 Obtain the minimum number of credits, i.e. 18 ECTS per semester. In the doctoral study, work on the dissertation and other assignments according to the guidelines of the MENDELU dissertation supervisor are compulsory.

8.3 No later than within 30 days after commencement of study at the receiving institution ensure that the sending and the receiving institution approve in writing any potential changes to the original Erasmus+ Learning Agreement for student mobility for studies in the same method in which the original study plan was approved. If it is necessary to change the Erasmus+ Learning Agreement for student mobility for studies after the above deadline, the participant shall get the written approval of both the sending and the receiving institution as soon as possible and notify the Department of International Relations and Internationalization MENDELU rectorate and also is home faculty.

8.4 Promptly inform the receiving institution, his/her home faculty and the Department of International Relations and Internationalization MENDELU rectorate of the potential premature termination of the study.

**ARTICLE 9 – DUTIES OF THE PARTICIPANT AFTER TERMINATION OF STAY**

9.1 The participant should pick up the **Confirmation of Erasmus+ study period** at the Department of International Relations and Internalization at the MENDELU Rectorate. This document contains the confirmation by MENDELU of the real duration of the study period, and the Participant shall submit it at the sending organization within 14 days of the end of the stay.

9.2 The original of the Transcript of Records. This document must comply with the Erasmus+ Learning Agreement for student mobility for studies and all its changes.

9.3 If the participant has fulfilled all the obligations listed in the Erasmus+ Learning Agreement for student mobility for studies, the Institution will pay the remaining 30% of the financial support to the bank account listed in Annex 4.

**ARTICLE 10 – PARTICIPANT REPORT**

10.1 The Participant shall complete and submit the participant report on their mobility experience (via the online EU Survey tool) within 30 calendar days of receipt of the invitation to complete it. Participants who fail to complete and submit the online participant report may be required by MENDELU 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 – REFUND OF FINANCIAL SUPPORT GRANTED**

The Participant acknowledges and agrees that MENDELU may request:

11.1 The refund of a proportionate part of the financial support in case the international study period is shorter than planned. The Participant shall get financial support only for the real duration of the study period. He/she is obliged to return all the excess funds.

11.2. The refund of the entire awarded financial support amount or its proportionate part in case the Participant fails to fulfil the approved study plan and/or fails to obtain the minimum number of ECTS per semester, as required by MENDELU.

11.3 The refund of a proportionate part of the financial support in case the Participant interrupt or terminates the study at MENDELU during the study period abroad.

11.4 The refund of the entire awarded financial support amount in case any of the parties withdraw from the Agreement.

11.5 The refund of the entire awarded financial support amount or its proportionate part in case the documents specified in Articles 8, 9 or 10 hereof are not submitted on time.

11.6 The refund of the entire awarded financial support amount or its proportionate part in case of any other obligation ensuing therefrom is not fulfilled.

11.7 The Institution shall assess the circumstances of the Participant that could occur in the above instances and determine the financial amount to be refunded by the Participant.

11.8 The above paragraphs 11.1 – 11.7 shall not apply in case the Participant was prevented from due fulfilment of duties by force majeure, i.e. a provably unpredictable and exceptional event or circumstance outside of his/her will, which could not be affected by him/her and which did not occur due to his/her fault or negligence and which was reported by him/her to the international relations office at the home faculty and to the Department of International Relations and Internalization at the MENDELU Rectorate promptly upon ascertaining.

11.9 The provision of the financial support shall be governed by the terms hereof, applicable regulations of the EU and with regard to the principle of subsidiarity also by the laws of the Czech Republic. MENDELU and the Participant may initiate court proceedings regarding the decisions of the other contracting party concerning the application of the relevant provisions hereof and the manner of its performance before civil courts.

**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>

**ARTICLE 13 –APPLICABLE LAW AND COMPETENT COURT**

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

13.2 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 14 – FINAL PROVISIONS**

14.1 This Agreement comes into force and effect as of the date of its execution by both contracting parties.

14.2 This Agreement may be modified only by written amendments signed by both contracting parties.

14.3 This Agreement has been drawn up in two counterparts and each contracting party shall receive one copy. The contracting parties have read the Agreement and they understand its content, in witness whereof they affix their own signatures on the bellow mentioned date.

SIGNATURES

For the participant For MENDELU

[name / forename] [name / forename / function]

Signature:…………………………… Signature:……………………………

Done in…………….on……………. Done in…………….on…………….

**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[[1]](#footnote-2) (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://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement> [↑](#footnote-ref-2)