 

**Grant agreement No… VS 2022/2023**

**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 Organisation"**, represented for the purposes of signature of this agreement by Mgr. Hana Byrtusová, E+ ICM Coordinator, on the one part, and

1. **MENDELU student**:

First and last name(s): [……………..]

Date of birth: : [……………..]

Citizenship: [……………..]

Faculty: [……………..]

Field of study: [……………..]

No. of completed years of university study: [……………..]

Type of study, year: [……………..]

Address: [……………..]

Telephone: [……………..]

E-mail: [……………..]

|  |  |
| --- | --- |
| Bank account where the financial support should be paid: |  |
| Bank account holder (if different than participant): |  |
| Bank name: |  |
| Clearing/BIC/SWIFT number: |  |
| Account/IBAN number: |  |

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

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 obligations of both contracting parties, ensuing from international study period of the Participant within the framework of Erasmus+ programme.
	2. The Participant undertakes to effect the international study stay 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 work on the dissertation and other assignments according to the guidelines of the MENDELU dissertation supervisor.
	4. The Organisation shall provide support to the participant for undertaking a mobility activity under the Erasmus+ Programme.
	5. The Participant accepts the support specified in article 3 and undertakes to carry out the mobility activity as described in Annex I.

In the event of a breach of this obligation, the participant returns a proportional or entire part of the financial support to the university's account or to the MENDELU cash register according to the instructions of the institutional coordinator.

1.6 Amendments to the Agreement shall be requested and agreed by both parties through a formal exchange by letter or by electronic message. Any amendments to the agreement 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: [……………..]

Erasmus ID code: [……………..]

Country: [……………..]

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] and ends 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 a 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 the Organisation agrees to extend the duration of the mobility period, the Agreement shall be amended accordingly. The request to extend the period of stay must be submitted at least one calendar month before the originally planned end of the mobility.

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

3.6 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.

3.7 On the Transcript of Records or on the Confirmation of Erasmus+ study period, the confirmed start and end date of the mobility will be indicated.

**ARTICLE 4 – FINANCIAL SUPPORT**

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

4.2 Financial support for the duration of the mobility is EUR XXX / for participants with zero grant EUR 0, which corresponds to EUR XXX per calendar month and EUR XXX per additional calendar days. The final amount for the duration of the mobility is determined by multiplying the number of mobility months referred to in Article 3 paragraph 3.3 and paragraph 3.4. 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 At the same time, the participant receives EUR XXX as a contribution to travel costs.

4.4 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.

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

4.6 Notwithstanding article 4.5, 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.

4.7 The financial support or part of it must be returned if the terms of the contract are violated by the participant. If the participant terminates the contract before its expiration or if he does not comply with the contract according to the rules, he must return the part of the financial support that has already been paid to him, unless there is a different agreement with the sending organization. If the participant is unable to complete his mobility as indicated in Annex I due to force majeure, the participant is entitled to a part of the financial support corresponding to the actual duration of the mobility, as stipulated in Article 3 paragraph 3.6. Any remaining funds must be returned unless otherwise agreed with the sending institution. Such cases will be reported by the sending institution and agreed by the national agency.

4.8 The financial support is a contribution to increased living expenses during the stay abroad. The participant undertakes to cover the expenses associated with the stay in the destination country that exceed the financial support specified in Article 4 paragraph 4.1.

**ARTICLE 5 – PAYMENT ARRANGEMENTS**

5.1 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

The payment shall be made to the Participant representing **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 Organisation's timeline, a later payment of the pre-financing can be exceptionally accepted, based on justified reasons.

5.2 Financial support will be sent to the participant's account specified above.

**Payment No. 1:** **XXX EUR** (XXX EUR represents 70% of the financial support and XXX EUR 100% of the contribution to travel costs and will be paid within 7 calendar days from the signing of this contract)**.**

**Payment No. 2:**   **XXX EUR** (XXX represents 30% of the financial support and will be paid within 7 calendar days after the delivery of all required documents and subject to the fulfillment of contractual conditions).

**ARTICLE 6 – INSURANCE**

6.1       The participant is obliged to take out insurance before foreign mobility under the framework contract of the Mendel University in Brno according to the instructions and provisions of directive No. 4/2006, Article IV for the provision of travel allowances and postings on foreign business trips.

6.2       The Participant shall pay the insurance premium for the entire duration of the stay abroad at the university cash register or online in university system before the execution of the Agreement. The Participant shall enter the travel abroad to the UIS application. Should the Participant cancel the travel abroad, he/she shall promptly cancel it also in the UIS application, this no later than by 9th day of the month following the planned commencement date.

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

**ARTICLE 7 – DUTIES OF THE PARTICIPANT DURING THE STAY**

7.1 Before going abroad, the Participant draws up a specific study program at the receiving institution, which he/she submits in writing to the sending and receiving institution for approval. The approval of this study program creates a study contract (Annex I - Learning Agreement), which is binding for all three parties. In the study contract, the participant undertakes to complete the chosen study program at the receiving institution and to meet the minimum requirements set for Erasmus+ students, i.e. to obtain **at least 18 ECTS credits** from professional subjects, in 1 semester, for doctoral students, the condition of work on the dissertation applies, and others according to the requirements of the responsible supervisor of the MENDELU faculty (in such a case, the minimum requirements must be specified in the Learning Agreement).

7.2 No later than within 30 days after commencement of study at the receiving institution ensure that the Organization 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 organization and the receiving institution as soon as possible and notify the Department of International Relations and Internationalization MENDELU rectorate.

7.3 Academic recognition and registration of acquired credits is governed by the Guidelines for recognition of the results of study stays and practical internships of the Erasmus+ program.

By signing the study contract, the institution declares that:

- agrees with the chosen study program of the participant at the receiving institution

- the chosen study program does not conflict with the curriculum of the participant's study program

- will ensure full recognition of the studies completed at the receiving institution as a proper part of the studies at the sending institution

This recognition can only be refused if the Participant does not meet the requirements set by the receiving institution or otherwise fails to meet the conditions required by the participating institutions for full recognition. In such cases, the participant may be asked to return the allocated financial support, see article 5 paragraph 5.3. This provision does not apply if the participant was prevented from completing the study plan by "force majeure", i.e., an unforeseeable exceptional situation or event that the participant cannot influence and did not arise from his fault or negligence. The participant is obliged to report this situation immediately to the institutional coordinator of the Erasmus+ program at the sending institution.

**ARTICLE 8 – TERMINATION OF STAY**

After the study period, the Participant undertakes to submit following documents to the Department of International Relations and Internationalization MENDELU rectorate:

8.1 The original Confirmation of Erasmus+ study period. This document contains the confirmation of the receiving institution on the real duration of the study period, and the Participant shall submit it within 30 days of the end of the stay.

8.2 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, and the participant shall submit it within 30 days of the end of the stay.

**ARTICLE 9 – PARTICIPANT REPORT (EU SURVEY)**

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.

9.2 A complementary online survey may be sent to the Participant allowing for full reporting on recognition issues.

**ARTICLE 10 – REFUND OF FINACIAL SUPPORT GRANTED**

The Participant acknowledges and agrees that MENDELU may request:

10.1 The refund of a proportionate part of the financial support in case the international study period is shorter than planned. The Participant shall get the financial support only for the real duration of the study period. He/she is obliged to return all the excess fund. If the participant does not fulfill the condition of the contract and does not obtain the required 18 ECTS from professional subjects, 1/30 of the amount of financial support will be deducted for each unfulfilled credit.

10.2. 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.

10.3 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.

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

10.5 The refund of the entire awarded financial support amount or its proportionate part in case the documents specified in Article 8 hereof are not submitted on time.

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

10.7 The Organization shall assess the circumstances of the Participant shat could occur in the above instances and determine the financial amount to be refunded by the Participant.

10.8 The above paragraphs 10.1 – 10.7 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.

10.9 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 application of the relevant provisions hereof and manner of its performance before civil courts.

**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>

**ARTICLE 12 –APPLICABLE LAW AND COMPETENT COURT**

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

12.2 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 13 – FINAL PROVISIONS**

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

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

13.3 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 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)