**AGREEMENT no. XX/2024-2026/XX**

**ERASMUS+ MOBILITY OF INDIVIDUALS (SMS – STUDENT MOBILITY FOR STUDIES)**

Project code: 2024-1-CZ01-KA131-HED-000216301

Field: Higher Education

Academic year: 2024/2025

Erasmus+ mobility ID number:

###### **PREAMBLE**

This Agreement (“the Agreement”) is between the following parties:

**on the one part,**

the **Organisation** (“the organisation”),

**University of South Bohemia in České Budějovice, CZ CESKE01, OID E10208936**

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

Email: hvaskova@jcu.cz

represented for the purposes of signature of this agreement by Vladimír Žlábek, Vice-Rector for International Relations, or Hana Vašková, International Relations Officer, or Zdeňka Novotná, Head of the International Relations Office and the Erasmus+ Institutional Coordinator

**and**

**on the other part,**

the **Participant** ("the participant")

**[First name and family name]**

|  |  |
| --- | --- |
| **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. |
| **E-mail:** | Klikněte nebo klepněte sem a zadejte text. |
| **Residence at address:** Klikněte nebo klepněte sem a zadejte text. |

|  |  |
| --- | --- |
| **Faculty:** | Zvolte položku. |
| **Study cycle at the time of mobility** | Zvolte položku. |
| **Study programme:**  | Klikněte nebo klepněte sem a zadejte text. |

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

|  |  |
| --- | --- |
| **Emergency contact:** |  |
| **First name and family name, RELATIONSHIP:** Klikněte nebo klepněte sem a zadejte text. |
| **Phone:** Klikněte nebo klepněte sem a zadejte text. | E-mail: Klikněte nebo klepněte sem a zadejte text. |

|  |
| --- |
| **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:

|  |  |
| --- | --- |
| **Host organisation:** | Klikněte nebo klepněte sem a zadejte text. |
| **ID code:** *(Erasmus+ code, or OID,* *If available):* | 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 Agreement is composed of:

Terms and Conditions

Annex 1: Erasmus+ Learning Agreement for Student Mobility for Studies[[1]](#footnote-2)

Annex 2: Erasmus Student Charter

Annex 3: Summary of grant calculation

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)

[ ]  Travel support (green travel or non-green travel) (applies to short-term physical mobility only)

[ ]  Travel days (additional individual support days) (applies to staff mobilities only)

[ ]  Exceptional cost for expensive travel (based on real costs) (applies only in the case of entitlement to financial support for travel 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 temrs 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 describes in Annex 1.
	4. Amendments to this grant agreement will be requested and agreed by both parties through a formal notification by letter or by electrocnic message.

#### **ARTICLE 2 – DURATION OF MOBILITY**

2.1 The agreement shall enter into force on the date of signature by the last of both parties.

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 agreement includes:

* a physical mobility period from [date] to [date], equal to [number of mobility days] days
* a virtual component from [date] to [date](relevant for a combined mobility only)

2.4 The **Transcript of Records** and/or the **Confirmation of Study Period** shall provide the confirmed start and end dates of duration of the mobility period, including the virtual component.

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

3.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide 2024 Version.

3.2 The financial support serves only to **partically** cover the costs associated with the mobility, it is only a **contribution to the increased costs associated with the stay abroad** – **the financial participation of the student is assumed**.

3.3 The financial support for a long-term mobility is calculated as a multiple of the duration of mobility and the monthly grant for the destination country. For calculation purposes, 1 month = 30 days. It the duration 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:**

|  |  |
| --- | --- |
| **Country** | **Scholarship**  |
| Austria, Belgium, Denmark, Finland, France, Germany, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Netherlands, Norway, Sweden | **660 EUR/month** |
| Cyprus, Estonia, Greece, Latvia, Malta, Portugal, Slovakia, Slovenia, Spain | **600 EUR/month** |
| Bulgaria, Croatia, Hungary, Lithuania, Poland, Romania, Serbia, North Macedonia, Türkiye | **540 EUR/month** |

3.4 **The participant will receive a financial support from Erasmus+ EU funds for […] days in the amount of** **[…] EUR.**

3.5 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.

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

#### **ARTICLE 4 – ELIGIBILITY OF COSTS**

4.1 In order to be eligible the costs must be actually used or produced by the participant in the period set out in Article 2 and/or be necessary for implementing the activity in the Annex. The costs must comply with the applicable national law on taxes, labour and social security.

4.2 Regarding actual costs (e.g. inclusion support) they must be based on supporting document such as invoices, receipts, etc.

4.3 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.

4.4 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 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 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, the pre-financing can be exceptionally paid later to the participant, based on justified reasons.

#### **ARTICLE 6 – ACADEMIC CONDITIONS AND RECOGNITION OF MOBILITY**

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

6.2 The participant will ensure that any changes to the study plan are approved in writing by both the receiving and sending organisations as soon as they occur, but no later than 5 weeks after the start of the semester at the receiving organisation.

6.3 During the long-term student mobility for studies, **at least 20 ECTS credits must be obtained** for each semester of study. This requirement applies to Bachelor's and Master's degree programmes.

6.4 The recommended number of credits in the study plan is 20-30 ECTS credits per semester. In the event that a student does not meet the minimum requirements with regard to the number of ECTS credits earned, he/she will be asked to return the financial support or part thereof. This does not apply if the student has been prevented from meeting the minimum requirements by an unforeseen situation or event beyond his/her control, which he/she has promptly informed the Faculty Coordinator about. The amount of the financial support requested to be returned will be determined as a proportion of the credits actually earned for the semester of study and the minimum number of ECTS credits per semester.

6.5 In exceptional and duly justified cases, a student of a Master's programme may work on a thesis during the mobility. In such a case, the participant is obliged to indicate this fact in the Erasmus+ Learning Agreement and to specify in detail in an annex to the Learning Agreement the content of the mobility (title/topic of the thesis, name of the foreign advisor/trainer, planned timetable of the consultations). This annex must be approved and signed by the thesis supervisor at the sending organisation and the supervisor at the receiving organisation. After the mobility, the participant must provide a summary of the consultations completed, confirmed by the supervisor/consultant at the receiving organisation.

6.6 There is no recommended number of ECTS credits for doctoral studies. The participant may work on his/her dissertation thesis during the mobility. In such a case, the participant is obliged to indicate this fact in the Erasmus+ Learning Agreement and to specify in detail in an annex to the Learning Agreement the content of the mobility (title/topic of dissertation, name of the foreign advisor/trainer, planned timetable of the consultations). This annex must be approved and signed by the dissertation supervisor at the sending organisation and the supervisor at the receiving organisation. After the mobility, the participant must provide a summary of the consultations completed, confirmed by the supervisor/consultant at the receiving organisation.

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

* **Confirmation of Study Period**

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

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

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

* **Transcript of Records**

The participant shall submit this transcript within 10 days of the end of the mobility, or immediately after receipt of the document from the host organisation, whichever is earlier.

* **Participant Report (EU Survey)**

The participant completes the participant report online, see Article 10.

#### **article 7 – recovery**

7.1 The financial support or 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 paid, except if agreed differently with the sending organisation. The latter shall be reported by the sending organisation and accepted by the National Agency.

7.2 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 studies):

* The mobility activity has to be compatible with the student’s degree-related learning and personal development needs.
* **Minimum duration of a mobility**:
	+ - Student mobility for studies: 2 months, or 60 days.
* **Duration of a mobility**:
	+ - Student mobility for studies: 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 full terms and conditions are contained in the Erasmus+ Programme Guide, available on https://erasmus-plus.ec.europa.eu/erasmus-programme-guide.

7.3 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 7.2.

7.4 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.

7.5 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 8 – INSURANCE**

8.1     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 participant is identified as the responsible party in article 8.3, the insurance provider and the number of the insurance contract will be indicated, and a specific document will be submitted defining the conditions of the insurance provision.

Insurance provider:

Insurance policy number:

In case the receiving organisation is identified as the responsible party in article 8.3, 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.

8.2   Insurance coverage shall include at minimum a health insurance and a liability insurance and an accident insurance (recommended; mandatory for traineeships and optional for other mobilities).

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.

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

**ARTICLE 9 – LANGUAGE LEVEL AND ONLINE LANGUAGE SUPPORT (OLS)**

9.1 The participant will carry out the OLS language assessment in the language of mobility (if available) before the mobility period. The participant may make use of the language courses available on the OLS platform.

9.2 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☐

#### **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 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.

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

#### **ARTICLE 11 – ETHICS AND VALUES**

11.1 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.

11.2 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.

11.3 If a participant breaches any of its obligations under this Article, the financial support may be reduced or not be paid.

#### **ARTICLE 12 – DATA PROTECTION**

12.1 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 2018/1725[[2]](#footnote-3) 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>.

12.2 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)).

12.3 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 13 – AGREEMENT SUSPENSION**

13.1 The agreement may be suspended by initiative of the participant or of the organisation if exceptional circumstances — in particular *force majeure* (see Article 17) — 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.

13.2 The organisation may — at any moment — suspend the agreement, if the participant has committed or is suspected of having committed:

1. substantial errors, irregularities or fraud or
2. 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.).

13.3 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.

13.4 During the suspension, no financial support will be paid to the participant.

13.5 The participant may not claim damages due to suspension by the organisation.

13.6 Suspension does not affect the organisation’sright to terminate the agreement (see Article 14).

#### **ARTICLE 14 – TERMINATION OF THE AGREEMENT**

14.1 The agreement may be terminated by either party if circumstances arise that render the execution of the agreement impracticable, impossible or excessively difficult.

14.2 In case of termination due to *force majeure* (Article 17), the participant will be entitled to receive at least the amount of the financial support corresponding to the actual duration of the activity period. Any remaining funds will have to be recovered.

14.3 In the event of serious breach of obligations or if the participant 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 organisation may terminate the agreement by formally notifying the other party.

14.4 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.

14.5 The termination will take effecton the date specified in the notification; ‘termination date’.

14.6 The participant may not claim damages due to termination by the organisation.

**ARTICLE 15 – CHECKS AND AUDITS**

15.1 The parties of the agreement undertake to provide any detailed information requested by the European Commission, the National Agency of Czech Republicor 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.

15.2 Any finding related to the agreement may lead to the measures set in Article 7 or to further legal action in the terms of the applicable national law.

#### **ARTICLE 16 – DAMAGES**

16.1 Each party of this agreement exonerates 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 their staff.

16.2 The National Agency of Czech Republic, the European Commission or their staff will 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 Republicor the European Commission will not entertain any request for indemnity of reimbursement accompanying such claim.

**ARTICLE 17 – FORCE MAJEURE**

17.1 A party prevented by force majeure from fulfilling its obligations under the agreement cannot be considered in breach of them.

17.2 ‘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.

17.3 Any situation constituting force majeure must be formally notified to the other partywithout delay, stating the nature, likely duration and foreseeable effects.

17.4 The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best toresume implementation of the action as soon as possible.

**ARTICLE 18 – LAW APPLICABLE AND COMPETENT COURT**

18.1 The agreement is governed by the national law of Czech Republic.

18.2 The competent court determined in accordance with the applicable national law will 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 19 – ENTRY INTO FORCE**

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

SIGNATURES

For the participant For the organisation

[jméno / příjmení] Ing. Hana Vašková

In České Budějovice, In České Budějovice,

**Annex 1**

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

1. It is not compulsory to circulate documents with original signatures for Annex 1 of this Agreement: scanned copies of signatures and electronic signatures may be accepted (only if it is necessary to use a paper form). Learning Agreements should only be exchanged and approved digitally within the Erasmus Without Paper Network. [↑](#footnote-ref-2)
2. 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. [↑](#footnote-ref-3)