

AGREEMENT – KreativEU – MOBILITY OF STUDENTS

Project code: 101177256 ERASMUS-EDU-2024-EUR-UNIV-1

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

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

Email: jerouskova@jcu.cz

represented for the purposes of signature of this agreement by Prof. Ing. Vladimír Žlábek, Ph.D.,
Vice-Rector for International Relations

and

on the other part,

the '**participant**'

First and Family Name,

with residence at address:

Date of birth:

Phone:

E-mail:

Faculty:

Type of study: *bachelor / master / doctoral*

Bank account where the financial support should be paid:

Bank account holder:

Bank name:

Clearing/BIC/SWIFT number:

Account/IBAN number:

The parties referred to above have agreed to enter into this Agreement.

The above parties have agreed to conclude this contract for the purpose of this mobility:

Host organisation:	
Country:	
Address:	
Dates of mobility:	
Dates of virtual component: (if applicable)	
Type of mobility:	<i>e.g. conference, walking seminar, hackathon, summer school</i>
Description of mobility:	<i>short description of planned activities etc.</i>
Means of transport:	<p>XXX</p> <p><i>Note: To be completed by the participant in case a sustainable means of transport¹ (train, bus, bicycle, carpooling) is used for the main part of the journey from the sending institution to the venue and return. By signing this Agreement, the participant is declaring and confirming the use of a sustainable means of transport. This declaration entitles the participant to an increased amount of individual support in case sustainable means of transport are used.</i></p> <p><i>For travel distances of up to 500 km, the use of sustainable means of transport is strongly recommended.</i></p>
Travel distance:	<p>XXX km</p> <p><i>Note: The participant must indicate the distance between the place of origin (i.e. the sending institution) and the venue of the activity (i.e. the receiving institution) by using the distance calculator supported by the European Commission, please see https://erasmus-plus.ec.europa.eu/resources-and-tools/distance-calculator</i></p>
Insurance:	<p>Insurance provider:</p> <p>Insurance/policy number:</p> <p><i>Note: A specific document defining and documenting the insurance benefit is attached to this agreement. Further regulated by Article 7.</i></p>

¹ hereinafter referred to as “green“

TERMS AND CONDITIONS

ARTICLE 1 – SUBJECT OF THE AGREEMENT

- 1.1 This agreement sets out the rights and obligations and terms and conditions applicable to the support awarded to carry out a mobility activity under the KreativEU project.
- 1.2 The organisation will provide support to the participant for undertaking a mobility activity.
- 1.3 The participant accepts the support as specified in Article 3 and undertakes to carry out the mobility activity as described above.
- 1.4 Amendments to this agreement will be agreed by both parties through formal document signed by both parties.

ARTICLE 2 – DURATION OF MOBILITY

- 2.1 The mobility period will start and end on the dates specified above.
- 2.2 The period covered by the agreement includes a physical mobility period and/or a virtual component (relevant in the case of combined mobility).
- 2.3 The certificate of attendance (or similar document) shall provide the confirmed start and end dates of duration of the mobility period, including the virtual component.

ARTICLE 3 – FINANCIAL AND OTHER SUPPORT

- 3.1 The participant will receive a financial support from the KreativEU source for a number of days corresponding to the duration of the physical mobility period.
- 3.2 Total amount includes base amount for individual support for short-term physical mobility and travel support. The participant receives a financial support from the KreativEU funds.
- 3.3 The organisation will provide financial support in accordance with organisation's and KreativEU Alliance's internal regulations.
- 3.4 The organisation will provide the participant the total financial support for the mobility period in the form of a payment of XXX EUR.
- 3.5 The financial support is calculated as follows:

Individual support:

Duration of the physical mobility	Amount
Up to the 14th day of activity	79 EUR per day
15th to the 30th day of activity	56 EUR per day

Travel support:

Travel distance	Amount (non-green)	Amount (green)
10 – 99 km	28 EUR	56 EUR
100 – 499 km	211 EUR	285 EUR
500 – 1999 km	309 EUR	417 EUR
2000 – 2999 km	395 EUR	535 EUR
3000 – 3999 km	580 EUR	785 EUR

4000 – 7999 km	1188 EUR	1188 EUR
8000 km a vice	1735 EUR	1735 EUR

- 3.6 Eligible costs exceeding the budget categories of individual support and travel support are borne by the individual.
- 3.7. The place of origin is considered to be the place where the sending institution (organisation) is located. The place of the event is considered to be the place where the receiving institution is located.

ARTICLE 4 – ENTITLEMENT TO FINANCIAL SUPPORT

- 4.1 The participant is entitled to financial support based on the Article 3 above if they have actually undertaken the activity during the period set out in Article 2 (documented by certificate of attendance or similar document).
- 4.2 The financial support may not be used to cover costs for activities already funded by European 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 this agreement.
- 4.3 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 bank account representing 100 % of the amount specified in Article 3. In case the participant did not provide the supporting documents (specifically the signed Agreement and, if applicable, proof of insurance) in time, according to the funding organisation's timeline, a later payment of the pre-financing can be exceptionally accepted, based on justified reasons.

ARTICLE 6 – CONDITIONS OF MOBILITY, RETURN OF FINANCIAL SUPPORT BY PARTICIPANT

- 6.1 The participant must prove to the organisation the actual start and end date of the mobility activity by certificate of attendance or similar document issued by the host organization.
- 6.2. If the participant does not comply with the terms of the agreement or terminates the agreement before it ends, the participant will have to return the amount of the financial support already paid, except if agreed differently with the sending organisation.
- 6.3 The participant will have to return the amount of the financial support already paid if they have not actually undertaken the activity (documented by certificate of attendance or similar document).

ARTICLE 7 – INSURANCE

- 7.1 The organisation will make sure that the participant has adequate insurance coverage before starting the mobility 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.
- 7.2 Insurance coverage shall include at minimum a health insurance and a liability insurance and an accident insurance.
- 7.3 The responsible party for taking the insurance coverage for the duration of the mobility is the participant.

ARTICLE 8 – ETHICS AND VALUES

- 8.1 The mobility activity must be carried out in line with the highest ethical standards and the applicable EU, international and national law.
- 8.2 The parties 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).
- 8.3 If a participant breaches any of its obligations under this Article, the financial support may be reduced or not be paid.

ARTICLE 9 – DATA PROTECTION

- 9.1 Any personal data collected and processed under this agreement will be handled in accordance with the KreativEU Data Protection Plan, available on the organisation's website.
- 9.2 The Data Protection Plan sets out the purposes, legal basis, responsibilities and rights of the data subjects, as well as the procedures for ensuring compliance with applicable data protection legislation.

ARTICLE 10 – SUSPENSION OF THE CONTRACT

- 10.1 The contract may be suspended at the request of the participant or the organization if an exceptional situation occurs, in particular force majeure (see Article 14), which would make the implementation of the event impossible or excessively difficult. The suspension of the contract takes effect on the date agreed in a written notice by both parties. The contract may then be renewed.
- 10.2 Either party may suspend the Agreement at any time if the other party has committed or is suspected of having committed:
 - a) significant errors, irregularities or fraud or
 - b) serious breach of obligations under this Agreement or the grant award procedure (including improper implementation of the action, failure to comply with the conditions of the call, submission of false information, failure to provide required information, breach of ethical or security rules (where applicable), etc.)
- 10.3 As soon as circumstances allow the resumption of implementation, the Parties must agree without delay on a date for resumption (one day after the date of suspension of the Agreement). The Agreement shall enter into force again on the day after the suspension of the Agreement is lifted.

- 10.4 No advances shall be paid during the suspension.
- 10.5 The Participant shall not be entitled to compensation from the Organisation due to the suspension of the Agreement.
- 10.6 The suspension of the the Agreement shall not affect the Organisation's right to terminate the Agreement (see Article 11).

ARTICLE 11 – TERMINATION OF THE AGREEMENT

- 11.1 The agreement may be terminated by either party if circumstances arise that render the execution of the agreement impracticable, impossible or excessively difficult.
- 11.2 In case of such termination, the participant will be entitled to receive at least the amount of the financial support corresponding to the actual duration of the activity period. The participant will have to return any remaining funds.
- 11.3 In the event of serious breach of obligations or if either party 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 other party may terminate the agreement through a formal notification.
- 11.4 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.
- 11.5 The termination will take effect on the date specified in the notification as 'termination date'.
- 11.6 The participant may not claim damages due to termination by the organisation.

ARTICLE 12 – CHECKS AND AUDITS

- 12.1 The parties of the agreement undertake to provide any detailed information requested by the KreativEU bodies, by the European Commission or by any other outside body authorised by the KreativEU bodies or by the European Commission to check that the mobility period and the provisions of the agreement are being or were properly implemented.
- 12.2 Any finding related to the agreement may lead to the measures set in Article 6 or to further legal action in the terms of the applicable national law.

ARTICLE 13 – DAMAGES

- 13.1 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.
- 13.2 The organisation, KreativEU bodies, or any university of KreativEU Alliance 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 organisation KreativEU bodies, or any university of KreativEU Alliance will not entertain any request for indemnity of reimbursement accompanying such claim.

ARTICLE 14 – FORCE MAJEURE

- 14.1 A party prevented by force majeure from fulfilling its obligations under the agreement cannot be considered in breach of them.
- 14.2 ‘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.
- 14.3 Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.
- 14.4 The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible.

ARTICLE 15 – LAW APPLICABLE AND COMPETENT COURT

- 15.1 The agreement is governed by the laws of Czech Republic.
- 15.2 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 16 – ENTRY INTO FORCE AND EFFECT

- 16.1 The agreement will enter into force and effect on the day of signature by the organisation or the participant, depending on which is later.

SIGNATURES

For the participant

[First and Family Name]

[signature]

In *[place]*, *[date]*

For the organisation

Prof. Ing. Vladimír Žlábek, Ph.D.

Vice-Rector for International Relations

[signature]

In České Budějovice, *[date]*