



Jihočeská univerzita
v Českých Budějovicích
University of South Bohemia
in České Budějovice



Erasmus+

**GRANT AGREEMENT NO. .../2019-2022/...F
FOR ERASMUS+ STUDENT MOBILITY FOR TRAINEESHIP**

concluded under Section 1746 of the Civil Code

This Agreement is signed between:

Higher Education Institution: **University of South Bohemia in České Budějovice** /..... faculty **(.../USB)**

Erasmus ID code: **CZ CESKE01**

Address: **Branišovská 1645/31a, 37005 České Budějovice**

(hereinafter just "Institution")

Representing the Institution:

Assoc. Prof. PaedDr. Radka Závodská, Ph.D., Vice-Rector for Foreign Relations

If granted power of attorney, this Agreement may be signed on behalf of the Institution individually by **Mgr.**

Zdeňka Novotná, Erasmus+ Institutional Coordinator, or **PhDr. Jana Dvořáková**, Erasmus+ Coordinator

and

First name and surname: Gender: Male Female Undefined

Date of Birth: Nationality:

Permanent Residence:

Phone: E-mail:

Academic year: 20../20..

Study cycle: 1 Bc. 2 Mgr. 3 PhD

Area of Study: Code: [Code ISCED-F]

Number of years completed in higher education:

Previous participation in Erasmus+ within the same study cycle (in days):

NEXT OF KIN CONTACT DETAILS:

Name and Surname: Relationship:

Phone: E-mail:

Full bank account number (including the bank code):

Account holder:

Bank name:

Bank address:

IBAN:

SWIFT/BIC: Account Currency:

- The student receives:
- a financial support from Erasmus+ EU funds
 - a zero grant
 - a financial support from Erasmus+ EU funds combined with zero-grant
 - a financial support from Erasmus+ EU funds combined with a contribution from the institutional budget of the JU

(hereinafter just “Participant”),

Have agreed to the Special Conditions and Annexes below which form an integral part of this agreement

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

SPECIAL CONDITIONS

ARTICLE I – SUBJECT OF THE AGREEMENT

1. The purpose of this Agreement is to establish the obligations of each party resulting from the implementation of an abroad Traineeship for the Erasmus+ program.
2. The Institution will provide the Participant support during the Erasmus+ Mobility for Traineeship.
3. The Participant receives the financial support in the amount stated in Article IV, paragraph 1 and undertakes to participate in a Traineeship abroad and to fulfil the Work Plan specified in the Learning Agreement for Traineeship, Annex III, for which the Participant is personally responsible.
4. The Participant declares that they accept and agree with the terms of this Agreement. Any amendments or supplements to this Agreement shall be done in writing.

ARTICLE II – TRAINEESHIP SPECIFICATION

The Traineeship will take place in the following organisation:

Name of the Receiving organization: _____

Address: _____

Country: _____

ARTICLE III – AGREEMENT VALIDITY AND LENGTH OF TRAINEESHIP

1. The Agreement becomes binding on the date of the signature of the latter of the two parties and expires by fulfilling the obligations of both parties at the latest.
2. **The mobility period will start on and end on**
The commencement date of the mobility period is the first day when the presence of the Participant is required at the Receiving Organization.
The end date of the mobility period corresponds to the last day when the presence of the Participant is required at the Receiving Organization.
3. **The Participant will receive a financial support from Erasmus+ EU funds for days.**
4. If the participant receives a financial **support from Erasmus+ EU funds**: the number of months and extra days shall be equal to the duration of the mobility period. If the participant receives a financial **support from Erasmus+ EU funds combined with a zero-grant period**: the number of months and extra days shall correspond to the period covered by financial support from Erasmus+ EU funds, which shall be provided at least for the minimum duration of the period abroad (2 months for traineeships and 3 months or 1 academic term or trimester for studies). If the participant receives a **zero-grant for the entire period**: this number of months and extra days should be 0.
5. The total duration of mobility, including previous participation in the Erasmus Lifelong Learning Program, must not exceed 12 months in one study cycle.

ARTICLE IV – FINANCIAL SUPPORT

1. **The financial support for the mobility period is EUR_____.**
2. The financial support **includes / does not include** a contribution for students with special needs. Return of costs incurred in connection with support of Participants with special needs will be based on supporting material provided by the Participant.
3. The financial support **includes / does not include** a contribution for students from disadvantaged socio-economic background.

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4. The amount of financial support is governed by **the financial table for Erasmus+ mobilities specifying the flat rate for 30 days of residency** applicable to the current year, which is available at the USB website.
5. The amount of financial support under paragraph 1 of this Article is calculated as a multiple of the length of stay and the monthly grant rate set for the given target country. For calculation purposes, 1 month = 30 days. If the length of the stay does not correspond to the whole month, the financial support is calculated as a multiple of the number of days exceeding the full month and the 1/30 of the monthly grant set for the target country. The total amount of financial support also includes an amount corresponding to the difference between the increase of Erasmus+ mobility rates in the approved project from call 2019 extended to 2021 and from the call 2020. Specific amounts and an overview of used financial resources are specified in paragraph 10 of this Article.
6. The mobility participant declares that the financial support provided will not be used to cover costs already covered by another EU action plans/programmes. Except for this, the financial support is compatible with any other source of funding, including any income that a Participant could have earned in employment carried out in addition to their traineeship.
7. 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 sending institution. However, when the participant has been prevented from completing his/her mobility activities as described in Annex III due to force majeure, he/she 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, except if agreed differently with the sending institution. Such cases shall be reported by the sending institution and accepted by the National Agency.
8. The participant is obliged to keep accounting documents and contractual documentation proving the costs associated with the mobility in case that force majeure is applied and the participant claims a reimbursement of the costs.
9. The Institution shall not be obliged to finance a stay which exceeds the original length of stay referred to in Article III. 2 of this Agreement.
10. The University of South Bohemia in České Budějovice hereby grants to the Participant financial support for mobility within the Erasmus+ programme as follows:

Total number of mobility days		
Total financial support		
Erasmus+ Grant	EUR	Number of days
Institutional Plan Grant	EUR	Number of days / increased rate
Another Grant	EUR	Number of days / increased rate

ARTICLE V – PAYMENT ARRANGEMENTS

1. Payment of the financial support will be made by electronic transfer to the account stated on page 1 of this Agreement. By signing this Agreement, the Participant confirms that the account details (account holder name, bank name, account number, IBAN, SWIFT/BIC) correspond to reality. The participant further confirms that this account is valid and agrees that the financial support will be paid only and solely to this account.
2. The Participant will receive the financial support no later than 30 days after signing of this Agreement by both Agreement parties or on the commencement date of the mobility at the latest. Exceptionally a later advance payment may be approved in cases where the student fails to provide the required documents in due time before their departure or in the event of other demonstrably unforeseeable circumstance on the side of either of the Agreement Parties which would inevitably result in such situation.

Article VI – INSURANCE

1. The Participant must hold a valid health, accident and liability insurance cover for the whole length of their Traineeship. The Participant is responsible for arranging his/her insurance.
2. The Participant declares that they have been informed by the Institution about the necessity of insurance cover and undertakes to insure themselves for the whole duration of the Traineeship covering **insurance of medical expenses** valid for the target country, **accident insurance in case of an accident at the workplace, insurance for damages incurred during work tasks during the mobility**.

ARTICLE VII – RECOGNITION OF TRAINEESHIP

1. Before their departure abroad, the Participant shall draft a specific Work Plan of their Traineeship in the Receiving Organization and submit its written form for approval of the Sending and Receiving Organizations. The approved Work Plan constitutes an Agreement which is binding for all three sides.
2. The Participant, the Sending and Receiving Organizations confirm by their signatures that they shall abide by the Quality control regulations which are a part of the Traineeship Work Plan.
3. By signing the Work Plan, the Sending Institution declares that:
 - a) They agree with the chosen Traineeship Work Plan of the Participant in the Receiving Organization;
 - b) Ensure recognition of the Traineeship by awarding the student the relevant ECTS credits or noting the stay to the diploma supplement.

ARTICLE VIII: PARTICIPANT'S OBLIGATIONS

1. The Participant is obliged to:
 - a) Fulfil the approved Traineeship Work Plan in the Receiving Organization.
 - b) Ensure that all Traineeship Work Plan changes are authorized in writing by both – the Receiving and Sending Institutions as soon as they occur; if this happens after the student's arrival to the host country, then within one month from arrival.
 - c) After completion of the Traineeship submit an original copy of the **Learning Agreement for Traineeship - After mobility**.
 - d) Take an Erasmus+ On-line Language Support language test before and after the mobility.
 - e) In the event of requesting an extension of the stay, do this in writing using the appropriate form (Extension of Erasmus+ Traineeship), which has to be approved by the Sending and Receiving Organization alike at least 30 days before the end of the stay as planned originally.
2. If the **Learning Agreement for Traineeship - After mobility** does not correspond to the approved Traineeship Work Plan, the Sending Institution will assess the overall Traineeship contribution and possibly set some sanctions (returning part or the total amount of the grant). This provision does not apply to situations when the Participant was prevented in fulfilling the Work Plan by force majeure "e.g. an unexpected unforeseeable situation or circumstance that cannot be affected by the Participant and was not caused by their neglect or fault". The Participant is obliged to inform the Erasmus programme coordinator at the Sending Institution in such cases.
3. The recognition of the Traineeship can be rejected only in the event of the Participant not fulfilling the approved Traineeship Work Plan.

ARTICLE IX – REPORTING

1. The mobility Participant undertakes to submit the following documents:
 - a) **Original copy of the Learning Agreement for Traineeship - After mobility**. This document contains the exact dates of the commencement and completion of the Traineeship. This shall be submitted **within 10 days of completion of the Traineeship**.
 - b) **The EU Survey** submitted by an EU online application.
The access rights to this Survey form will be sent to the Participant's email after completion of their mobility. They shall complete the EU Survey within 30 days of receiving the request to do so.
 - c) **Erasmus+ On-line Language Support assessment test after the Mobility for Traineeship** – the student shall complete this test **within 30 days of receiving the email request to do so**.

2. If the aforementioned documents are not submitted in time and the stipulated form, the Sending Institution has the right to financially penalize the Participant.

ARTICLE X – RETURN OF FINANCIAL SUPPORT

1. The mobility Participant agrees that the Sending Institution might require:
 - a) return of a proportion of the financial support in the event the mobility is shortened by **more than 5 days**; the mobility Participant is entitled to the actual length of the Traineeship in days, all remaining funds must be returned,
 - b) return of all or part of the financial support awarded if the Participant fails to fulfil the agreed Work Plan,
 - c) return of a proportional part of the financial support if the Participant interrupts or terminates their study at the USB during the mobility,
 - d) return of the entire financial support granted if the participant does not fill in and submit EU Survey
 - e) return of the entire financial support granted if any of the Agreement parties withdraws from this Agreement,
 - f) return of all or part of the financial support granted if the documents stipulated in in Articles 7 and 8 of this Agreement are not submitted within the given deadline,
 - g) return of all or a portion of the grant if any other obligation under this Agreement is not fulfilled.
2. The Sending Institution will evaluate the circumstances that could have occurred in the aforementioned cases and will set the amount the mobility Participant has to return.
3. Paragraph 1 of this Article does not apply to situations when the Participant was prevented to fulfil the Work Plan by “force majeure” an unexpected unforeseeable situation or circumstance that cannot be affected by the Participant and was not caused by their neglect or fault. The Participant is obliged to inform the Erasmus programme coordinator at the Sending Institution in such cases, and it has to be approved by the National Agency.
4. The Participant is obliged to return the financial support or its part within 7 days of receipt of the request for its return by the Institution.

ARTICLE XI – ON-LINE LANGUAGE SUPPORT

1. If the main language of instruction is one of the languages listed on the OLS website, <http://erasmusplusols.eu/assessment-test/>, the Participant, with the exception of native speakers, is required to conduct an on-line language assessment before and upon completion of mobility. Completing an on-line pre-departure assessment is a prerequisite for the mobility, except in duly justified cases.
2. The mobility Participant may take part in an online language course in the language of instruction as part of their preparation for the stay abroad. If a Participant is granted access to the course, they shall make every effort to make the best use of the service. The Participant shall immediately notify the Sending Institution of their inability to participate in the course should such occur before they first log into the course.

ARTICLE XII – LAW APPLICABLE AND COMPETENT COURT

1. The Agreement is governed by of the Czech Republic.
2. The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the institution and the participant concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

ARTICLE XIV – FINAL PROVISIONS

1. This Agreement shall become valid and effective on the date of its signature by both Agreement Parties

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2. This Agreement may be amended only by written, upwardly numbered Appendices signed by both Agreement Parties.
3. The following are an integral part of this Agreement:
Annex I: *General Terms and Conditions*
Annex II: *General Terms and Conditions of the Erasmus Student Charter*
Annex III: *Learning Agreement for Traineeships under Erasmus+*

This Agreement shall be drawn up in two original copies and each Agreement Party shall receive one copy.

SIGNATURES

For the participant:

name / forename

For the USB:

PhDr. Jana Dvořáková

Signature _____

Signature _____

In České Budějovice on _____

In České Budějovice on _____

Annex I GENERAL CONDITIONS

Article 1: Liability

Each party of this agreement shall exonerate the other from any civil liability for damages suffered by him or his 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 institution 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 he/she fails to follow the agreement in accordance with the rules, he/she 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 his/her 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, except if agreed differently with the sending organisation.

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 institution, 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)).

The participant may, on written request, gain access to his personal data and correct any information that is inaccurate or incomplete. He/she should address any questions regarding the processing of his/her personal data to the sending institution and/or the National Agency. The participant may lodge a complaint against the processing of his 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.