**AGREEMENT**

**ERASMUS+ MOBILITY OF INDIVIDUALS (STT – STAFF MOBILITY FOR TRAINING – BIP mobility)**

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: vinicka@jcu.cz

represented for the purposes of signature of this agreement by Vladimír Žlábek, Vice-Rector for International Relations, or Kateřina Vinická, 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. |
| **Department:**  | Klikněte nebo klepněte sem a zadejte text. |
| **Seniority:**(number of years of work at USB) | Klikněte nebo klepněte sem a zadejte text. |

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

|  |  |
| --- | --- |
| **Receiving 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. |
| **Address:** | Klikněte nebo klepněte sem a zadejte text. |
| **Dates of mobility:***(as stated in the travel order)* | Klikněte nebo klepněte sem a zadejte text. |
| **Dates of mobility:***(working days only, without travel days)* | Klikněte nebo klepněte sem a zadejte text. |
| **The means of transport used:** | Klikněte nebo klepněte sem a zadejte text.*Note: To be completed by the participant in case a sustainable means of transport (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.*  |
| **BIP title:** | Klikněte nebo klepněte sem a zadejte text. |
| **BIP ID:** *(to be provided by the coordinator):* | Klikněte nebo klepněte sem a zadejte text. |
| **Dates of the virtual component:** | Klikněte nebo klepněte sem a zadejte text. |

The Agreement is composed of:

Terms and Conditions

Annex 1: Erasmus+ Mobility Agreement for Staff Mobility for Training[[1]](#footnote-2)

Annex 2: Proof of insurance (applies to mobilities where the participant is identified as the responsible party)

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 or 150 EUR)

[ ]  Top-up amount for traineeships (150 EUR)

[ ]  Travel support (green travel or non-green travel)

[ ]  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 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 terms 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 described in Annex 1.
	4. Amendments to this grant agreement will be requested and agreed by both parties through a formal notification by letter of by electronic 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
* […] funded travel days
* a virtual component from [date] to [date]

2.4 The **Confirmation of Erasmus+ Training Activity** 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 organisation shall provide the participant with the required support in the form of direct provision of the needed support services. The organisation shall ensure that the provision of services will meet the necessary quality and safety standards.

**Budget category – individual support:**

|  |  |  |
| --- | --- | --- |
| **Country** | **Up to the 14th day**  | **15th – 60th day**  |
| Austria, Belgium, Denmark, Finland, France, Germany, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Netherlands, Norway, Sweden | **153 EUR/den** | **107,1 EUR/den** |
| Cyprus, Estonia, Greece, Latvia, Malta, Portugal, Slovakia, Slovenia, Spain | **136 EUR/den** | **95,2 EUR/den** |
| Bulgaria, Croatia, Hungary, Lithuania, Poland, Romania, Serbia, North Macedonia, Türkiye | **119 EUR/den** | **83,3 EUR/den** |

 **Budget category – travel support:**

|  |  |  |
| --- | --- | --- |
| **Travel distances** | **Travel support – standard travel** | **Travel support – Green Erasmus** |
| **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 and more** | **1735 EUR** | **1735 EUR** |

3.3 **The participant will receive a financial support for […]** days. The number of days will be equal to the duration of the physical mobility period. The financial support from the Erasmus+ EU funds will be provided for minimum 2 days of activity, unless it is a EU zero-grant participant.

Where appropriate, the individual support may include travel days before and after the activity, up to a maximum of two days (applicable to non-green travel) or up to a maximum of six days (applicable to green travel). This need shall be declared by the participant on the front page of the contract by indicating the dates of mobility according to the approved travel order. In acccordance with the declared need for financial support for travel days, the **participant may receive financial support for […] travel days.**

**The maximum amount of financial support** from the Erasmus+ EU funds for the mobility that is the subject of the agreement:

|  |  |  |
| --- | --- | --- |
| Budget category | Daily grant / distance | Maximum grant amount |
| Individual support for days 1-14  | € | € |
| Individual support for days 15-60 | € | € |
| Travel support | km | € |
| Financial support for travel days | € | € |

3.4 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 60 days of physical activity. If the organisation agrees to extend the duration of the mobility period, the agreement will be amended accordingly.

3.5 Non-allowable costs and costs exceeding the EU grant budget categories for individual and travel support, are borne by the faculty/department.

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

3.7 In the case of using sustainable means of transport (green travel), the participant is obliged to keep evidence of the journey (transport documents) and to present them to the organisation as part of the travel order settlement. The Participant shall declare the use of a sustainable means of transport by completing the 'means of transport used' section in the preamble of this contract.

**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 A deposit will be provided to the participant for the mobility. The advance payment will be made only on the basis of a duly completed and approved travel order. The advance will be granted in full,
i.e. the amount of the advance will be determined by multiplying the number of days of mobility, including travel days if applicable, by the corresponding daily rate for subsistence costs for the relevant host country.

 The deposit is paid in cash in EUR at the Rectorate cash desk.

If the participant requires any different method of payment or a different amount of travel advance, he/she shall specify the method/amount of travel advance in point 5.4.

5.2 The Participant may refuse the travel advance payment by selecting the option NO in section 5.3

5.3 Deposit requested:

 [ ]  YES

 [ ]  NO

5.4 Requested method of payment/required amount of travel advance other than as set out in clause 5.1:

 [ ]  cash at the cash desk in the amount of XXX EUR

[ ]  by transfer to the participant´s bank account in CZK currency in the amount of XXX CZK

 (the travel advance will be paid into a bank account identical to the bank account to which the participant's salary is sent)

[ ]  both – in cash at the cash desk in EUR in the amount of XXX EUR and by transfer to the participant´s bank account in CZK in the amount of XXX CZK

 [ ]  cash at the cash desk in other currency (GBP or USD only) – in the amount of XXX GBP/USD

5.5 Date of payment of the deposit at the cash desk : XX. XX. 20XX (to be filled in by the IRO)

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

6.1 The participant must provide proof of the actual start and end date of the mobility in the form a **Confirmation of Erasmus+ Training Activity** issued by the host organization. The participant shall submit the **ORIGINAL document with stamp and signature of the host organization** immediately after returning from the mobility.

6.2 The employee must submit all accounting documents for the purposes of travel order settlement within 10 working days after the end of the mobility. The travel order settlement shall be governed by the internal rules of the organisation, in particular by the Bursar's Measure No K61 and related amendments.

**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 staff mobility for training – BIP mobility):

* The training period abroad enables any staff at a HEI to take part in a training activity abroad that is relevant to their day-to-day work at the HEI. It may take the form of training events (**excluding conferences**) or job shadowing and observation periods.
* A staff mobility period abroad can combine teaching and training activities. Any teaching or training period abroad may be carried out as a blended mobility.
* Any staff may participate in blended intensive programme.
* In the case of staff mobility for training to a blended intensive programme, **physical mobility must last between 5 and 30 days (excluding travel time) and be combined with a compulsory virtual component.**
* In all cases, the minimum number of days must be consecutive.
* Travel distances must be calculated using the distance calculator supported by the European Commission (http://ec.europa.eu/programmes/erasmus-plus/tools/distance\_en.htm). The distance of a one-way travel must be used to calculate the amount of the EU grant that will support the round trip. The place of origin is the location of the sending institution. The venue of the activity is the location of the receiving institution.

The full terms and conditions are contained in the Erasmus+ Programme Guide, available on https://erasmus-plus.ec.europa.eu/erasmus-programme-guide.

#### **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:

8.2   Insurance coverage shall include at minimum a health insurance and a liability insurance and an accident insurance (recommended).

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].

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

9.1 The participant may 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.

#### **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.

#### **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] Mgr. Kateřina Vinická

In České Budějovice, In České Budějovice,

**Annex 1**

**Erasmus+ Mobility Agreement for Staff Mobility for Training**

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. [↑](#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)