

**Grant agreement model for Erasmus+
staff mobility for teaching
Z -19/P2021-ERA+/STA**

Field: Higher Education

Academic year: 2022/2023

Academy of Arts in Banská Bystrica, Faculty of Fine arts, Department of Sculpture

Address:

Called hereafter "the organisation", represented for the purposes of signature of this agreement by PaedDr. Peter Vítko the one part

and

Béla Sándor

Date of birth:

Address:

Phone:

E-mail:

Bank account where the financial support should be paid:

Bank account holder:

Bank name:

Clearing/BIC/SWIFT number:

Account/IBAN number:

Nationality: Hungarian

Department/unit:

Phone:

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 grant agreement"):

Annex I: Staff Mobility Agreement

Annex II: General Conditions

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

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

- 1.1 The organisation shall provide support to the participant for undertaking a mobility activity under the Erasmus+ Programme.
- 1.2 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 I.
- 1.3. Amendments to the grant agreement shall be requested and agreed by both parties through a formal notification by letter or by electronic message.

ARTICLE 2 – ENTRY INTO FORCE AND DURATION OF MOBILITY

- 2.1 The agreement shall enter into force on the date when the last of the two parties signs.
- 2.2 The physical mobility period shall start on [7.11.2022] at the earliest and end on [10.11.2022] at the latest. The start date of the mobility period shall be the first day that the participant needs to be physically present at the receiving organisation and the end date shall be the last day the participant needs to be physically present at the receiving organisation. If applicable, [1] travel days shall be added to the duration of the mobility period and included in the calculation of the individual support.
- 2.3 The total duration of the physical mobility period shall not exceed [3 days] [The minimum number of teaching hours as per the Erasmus + Programme Guide rules needs to be respected. The participant shall teach a total of [10] hours in [3] days].
- 2.4 The participant may submit a request concerning the extension of the mobility period within the limit set out in article 2.3. If the organisation agrees to extend the duration of the mobility period, the agreement shall be amended accordingly.

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide.
- 3.2 The participant shall receive financial support from Erasmus+ EU funds for [4 days] of physical mobility,
- 3.3 The total financial support for the mobility period is EUR **600**.
- 3.4 The organisation shall provide the participant **420 EUR** corresponding to individual support and **180 EUR** corresponding to travel. The amount of individual support is EUR (105EUR) per day up to the 14th day of physical activity.
- 3.5 The reimbursement of costs incurred in connection with inclusion support, [or expensive travel costs,] when applicable, shall be based on the supporting documents provided by the participant.
- 3.6 The financial support may not be used to cover costs for actions already funded by Union funds.
- 3.7 Notwithstanding Article 3.6, the financial support is compatible with any other source of funding, including revenue that the participant could receive working beyond their teaching/training as long as he/she carries out the activities foreseen in Annex I.

ARTICLE 4 – PAYMENT ARRANGEMENTS

- 4.1 Within 30 calendar days following the signature of the agreement by both parties or upon receipt of confirmation of arrival, and no later than the start date of the mobility period, a pre-financing 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 sending organisation's timeline, a later payment of the pre-financing can be exceptionally accepted.
- 4.2 If payment under Article 4.1 is lower than 100% of the financial support, the submission of the final participant report via the online EU Survey tool shall be considered as the participant's request for payment of the balance of the financial support. The organisation shall have 45 calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.
- 4.3 The participant must provide proof of the actual dates of start and end of the mobility period, based on a Certificate of Attendance provided by the receiving organisation.

ARTICLE 5 – INSURANCE

- 5.1 The organisation shall make sure that the participant has adequate insurance coverage by providing the insurance, or by making the necessary arrangements with the receiving organisation, or by providing the participant with the relevant information and support to take out the insurance on their own.
- 5.2 Insurance coverage shall include at minimum a health insurance, a liability insurance and an accident insurance.
- 5.3 The responsible party for taking out insurance coverage is: the participant OR.

ARTICLE 6 – FINAL PARTICIPANT REPORT

- 6.1 The participant shall complete and submit the final participant report (via the online EU Survey tool) after the mobility abroad within 30 calendar days upon receipt of the invitation to complete it. Participants who fail to complete and submit the online EU Survey may be required by their institution to partially or fully reimburse the financial support received.

ARTICLE 7 – DATA PROTECTION

- 7.1 The 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://erasmus-plus.ec.europa.eu/erasmus-and-data-protection/privacy-statement-mobility-tool>

ARTICLE 8 – LAW APPLICABLE AND COMPETENT COURT

- 8.1 The Agreement is governed by the national law of the Slovak Republic.
8.2 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.

SIGNATURES

For the participant
Béla Sandor

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Done at Fony, 27. 10. 2022

For the organisation
PaedDr. Peter Vítko

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Done at Banska Bystrica, 2. 11. 2022

**[Key Action 1 – HIGHER EDUCATION]
Staff Mobility Agreement**

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 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 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 the agreement without any further legal formality where no action is taken by the participant within one month of receiving notification by registered letter.

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: Recovery

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 its agreement ends or if they fail to follow the agreement in accordance with the rules, they 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.

Article 4: 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 legislation¹ (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 institution 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 5: Checks and Audits

The parties of the agreement undertake to provide any detailed information requested by the European Commission, the National Agency of or by any other outside body authorised by the European Commission or the National Agency of 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://erasmus-plus.ec.europa.eu/erasmus-and-data-protection/privacy-statement-mobility-tool>