Grant agreement for Erasmus+ staff mobility for teaching

between Programme and Partner Countries

No. 02/STA/2022/2023

Alexander Dubček University of Trenčín

SK TRENCIN01 Address: Študentská 2, SK – 911 50 Trenčín, Slovakia

Called hereafter "the institution", represented for the purposes of signature of this agreement by Assoc. Prof. Jozef HABÁNIK, rector, of the one part, and

Tetiana DEREKA

Seniority in the position: Senior

Participant with:	financial support from Erasmus+ EU funds ⊠ a zero-grant □
The financial support includes:	special needs support \Box
The participant receives financial sup	pport other than Erasmus+ EU funds \Box

Called hereafter "the participant", of the other part,

Have agreed the Special Conditions and Annexes below which form an integral part of this agreement ("the agreement"):

Annex I	Staff Mobility Teaching Agreement
Annex II	General Conditions

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

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SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

- 1.1 The institution shall provide support to the participant for undertaking a mobility activity for teaching under the Erasmus+ Programme.
- 1.2 The participant accepts the individual and travel support as specified in article 3 and undertakes to carry out the mobility activity for teaching as described in Annex I.
- 1.3. Amendments to the 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 mobility period shall start on 28/11/2022 and end on 02/12/2022. The start date of the mobility period shall be the first day that the participant needs to be present at the receiving institution and the end date shall be the last day the participant needs to be present at the receiving institution.

One day for travel before the first day of the activity abroad and one day for travel following the last day of the activity abroad are added to the duration of the mobility period and included in the calculation for individual support.

- 2.3 The participant shall receive financial support from Erasmus+ EU funds for 5 days of activity and 2 days for travel.
- 2.4 The total duration of the mobility period shall not exceed 2 months, with a minimum of 5 days per mobility activity. A minimum of 8 hours of teaching per week has to be respected. The participant shall teach a total of 8 hours in 5 days.
- 2.5 The participant may submit any request concerning the extension of the mobility period within the limit set out in article 2.4. If the institution agrees to extend the duration of the originally planned mobility period, the agreement shall be amended accordingly.
- 2.6 The Certificate of Attendance shall provide the effective start and end dates of the mobility period.

ARTICLE 3 - FINANCIAL SUPPORT

3.1. The participant shall receive EUR corresponding to individual support and EUR corresponding to travel. The amount of individual support is EUR. Total support is EUR.

The final amount for the mobility period shall be determined by multiplying the number of days of the mobility specified in article 2.3 with the individual support rate applicable per day for the receiving country and adding the contribution for travel to the amount obtained.

- 3.2 The reimbursement of costs incurred in connection with special needs, when applicable, shall be based on the supporting documents provided by the participant.
- 3.3 The financial support may not be used to cover costs already funded by EU funds.
- 3.4 Notwithstanding Article 3.3, the financial support is compatible with any other source of funding.
- 3.5 The financial support or part of it shall be recovered if the participant does not carry out the mobility activity in compliance with the terms of the agreement. However, reimbursement shall not be requested when the participant has been prevented from completing his/her mobility activities as described in Annex I due to force majeure. Such cases shall be reported by the institution and accepted by the National Agency.

ARTICLE 4 – PAYMENT ARRANGEMENTS

- 4.1 The participant shall receive individual and travel support in a timely manner.
- 4.2 The submission of the online EU survey shall be considered as the participant's request for payment of the outstanding balance. The institution shall pay the remaining amount within 45 calendar days of the submission of the online EU survey, or issue a recovery order in case a reimbursement is due.

ARTICLE 5 – EU SURVEY

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- 5.1. The participant shall complete and submit the online EU Survey after the mobility abroad within 30 calendar days upon receipt of the invitation to complete it.
- 5.2 Participants who fail to complete and submit the online EU Survey may be required to partially or fully reimburse the financial support received.

ARTICLE 6 – INSURANCE

- 6.1 The participant shall have adequate insurance coverage.
- 6.2 Acknowledgement that health insurance coverage has been organised shall be included in this agreement.

ARTICLE 7 - LAW APPLICABLE AND COMPETENT COURT

- 7.1 The Agreement is governed by Slovak law.
- 7.2 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.

SIGNATURES

For the participant 7

For the institution

Assoc. Prof. Tetiana DEREKA

Assoc. Prof. Jozef HABÁNIK rector

Annex I

[Key Action 1 – HIGHER EDUCATION] Staff Mobility Agreement

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Annex II

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 Slovakia, 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 Slovakia 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 institution.

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 institution.

Article 3: Data Protection

All personal data contained in the agreement shall be processed in accordance with Regulation (EC) No 45/2001 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 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 institution and/or the National Agency. The participant may lodge a complaint against the processing of his personal data with the [national supervising body for data protection] with regard to the use of these data by the institution, the National Agency, or 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 Slovakia or by any other outside body authorised by the European Commission or the National Agency of Slovakia to check that the mobility period and the provisions of the agreement are being properly implemented. Erasmus+

Mobility Agreement Staff Mobility For Teaching¹

Planned period of the teaching activity: from 28/11/2022 till 02/12/2022

Duration (days) - excluding travel days: 5

The teaching staff member

Last name (s)	DEREKA	First name (s)	Tetiana
Seniority ²	I	1	
Sex [M/F]			
E-mail			

The Sending Institution/Enterprise⁴

Name	Alexander Dubček University of Trenčín			
Erasmus code ⁵ (if applicable)	SK TRENCINOI	Faculty/Department	Faculty of Healthcare	
Address	Študentská 2 911 50 Trenčín	Country/ Country code ⁶	SK/SLOVAKIA	
Contact person name and position		Contact person e-mail / phone		
Type of enterprise: NACE code ⁷ (if applicable)	P 85.4	Size of enterprise (if applicable)	• <250 employees x>250 employees	

The Receiving Institution

Name	Sumy State University -	Faculty/ Department	Academic and Research Medical Institute of SumDU
Erasmus code (if applicable)	S		
Address	VIU «11	Country/ Country code	u
Contact person name and position		Contact person e-mail / phone	

For guidelines, please look at the end notes on page 3.



Higher Education: Mobility Agreement form Tetiana DEREKA

Section to be completed BEFORE THE MOBILITY

I. PROPOSED MOBILITY PROGRAMME

Main subject field⁸: 0919

Level (select the main one): Short cycle (EQF level 5) \Box ; Bachelor or equivalent first cycle (EQF level 6) \boxtimes ; Master or equivalent second cycle (EQF level 7) \Box ; Doctoral or equivalent third cycle (EQF level 8) \Box

Number of students at the receiving institution benefiting from the teaching programme: 30

Number of teaching hours: 8

Language of instruction: Ukrainian

Overall objectives of the mobility:

Studying the experience of research, training and teaching programs at different educational levels.

Added value of the mobility (in the context of the modernisation and internationalisation strategies of the institutions involved):

Study of the experience of international cooperation of universities in order to unify educational programs.

Content of the teaching programme:

Lecture "PECULIARITIES OF PHYSICAL THERAPY APPLICATION FOR PATIENTS AFTER GUN SHOT WOUNDS".

Expected outcomes and impact (e.g. on the professional development of the teaching staff member and on the competences of students at both institutions):

Acquiring new knowledge from the field of tests of composites and their use in teaching. Extension of the scientific field.

II. COMMITMENT OF THE THREE PARTIES

By signing⁹ this document, the teaching staff member, the sending institution/enterprise and the receiving institution confirm that they approve the proposed mobility agreement.

The sending higher education institution supports the staff mobility as part of its modernisation and internationalisation strategy and will recognise it as a component in any evaluation or assessment of the teaching staff member.

The teaching staff member will share his/her experience, in particular its impact on his/her professional development and on the sending higher education institution, as a source of inspiration to others.

The teaching staff member and the beneficiary institution commit to the requirements set out in the grant agreement signed between them.



Higher Education: Mobility Agreement form Tetiana DEREKA

The teaching staff member and the receiving institution will communicate to the sending institution/enterprise any problems or changes regarding the proposed mobility programme or mobility period.

The teaching staff member

Name: Assoc. Prof. Tetiana Dereka

Signature:

and

The sending institution/enterprise

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Name of the responsible person: Assoc. Prof. Iveta Matišáková, Dean

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Signature:

The receiving	ng institution					
Name of the MEDICAL INS	e responsible person: Assoc. STITUTE	Prof.	Andrii I	Loboda,	DIRECTOR	OF THE
Signature:	C B					
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⁴ All references to "**enterprise**" are only applicable to mobility for staff between Programme Countries or within Capacity Building projects.

⁵ Erasmus Code: A unique identifier that every higher education institution that has been awarded with the Erasmus Charter for Higher Education receives. It is only applicable to higher education institutions located in Programme Countries.

⁶ Country code: ISO 3166-2 country codes available at: <u>https://www.iso.org/obp/ui/#search</u>.

⁷ The top-level NACE sector codes are available at

http://ec.europa.eu/eurostat/ramon/nomenclatures/index.cfm?TargetUrl=LST_NOM_DTL&StrNom=NACE_R EV2&StrLanguageCode=EN

⁶ The <u>ISCED-F 2013 search tool</u> (available at <u>http://ec.europa.eu/education/tools/isced-f_en.htm</u>) should be used to find the ISCED 2013 detailed field of education and training.

⁹ Circulating papers with original signatures is not compulsory. Scanned copies of signatures or electronic signatures may be accepted, depending on the national legislation of the country of the sending institution (in the case of mobility with Partner Countries: the national legislation of the Programme Country). Certificates of attendance can be provided electronically or through any other means accessible to the staff member and the sending institution.

¹ In case the mobility combines teaching and training activities, **this template** should be used and adjusted to fit both activity types.

² Seniority: Junior (approx. < 10 years of experience), Intermediate (approx. > 10 and < 20 years of experience) or Senior (approx. > 20 years of experience).

³ Nationality: Country to which the person belongs administratively and that issues the ID card and/or passport.