

## Grant agreement for Erasmus+ staff mobility for teaching

## between Programme and Partner Countries

## No. 01/STA/2019/2020

Alexander Dubček Univers	sity of Trenčín		
Address: Študentská 2, SK -	- 911 50 Trenčín, Slovakia		
and the second s	tion", represented for the purposes of signature of this agreement ANIK, rector, of the one part, and		
Assoc. Prof. Jan KRMELA			
Seniority in the position: Int	ermediate Nationality: Czech		
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F			
\$			
Participant with:	financial support from Erasmus+ EU funds ⊠ a zero-grant □		
The financial support includ	es: special needs support □		
The participant receives fina	ncial support other than Erasmus+ EU funds		
Called hereafter "the particip	pant", of the other part,		
Have agreed the Special Coagreement ("the agreement")	onditions and Annexes below which form an integral part of this		
	Staff Mobility Agreement General Conditions		
Alliex II Gellerar	Conditions		
The terms set out in the Special Co	onditions shall take precedence over those set out in the annexes.		

#### 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 23/09/2019 and end on 27/09/2019. 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
  - 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

- 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

For the institution

Assoc. Prof. Jan KRMELA

Assoc. Prof. Jozef HABÁNIK rector

# [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 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.



## Mobility Agreement Staff Mobility For Teaching<sup>1</sup>

Planned period of the teaching activity: from 22/09/2019 till 28/09/2019

Duration (days) - excluding travel days: 5

## The teaching staff member

Last name (s)	KRMELA	First name (s)	Jan
Seniority <sup>2</sup>	Intermediate	Nationality <sup>3</sup>	Czech
Sex [M/F]	М	Academic year	2019/2020
E-mail			1

## The Sending Institution/Enterprise4

Name	Alexander Dubček University of Trenčín			
Erasmus code <sup>5</sup> (if applicable)	SK TRENCINO1	Faculty/Department	Faculty of Industrial Technologies	
Address	Študentská 2 911 50 Trenčín	Country/ Country code <sup>6</sup>	Slovakia / SK	
Contact person name and position		Contact person e-mail / phone		
Type of enterprise: NACE code <sup>7</sup> (if applicable)	P 85.4	Size of enterprise (if applicable)	□<250 employees x>250 employees	

## The Receiving Institution

Name	Sumy State University	Faculty/ Department	Faculty of Technical Systems and Energy
Erasmus code (if applicable)	SUMY		Efficient Technologies / Processes and Equipment of Chemical and Petroleum-Refineries Department
Address		Country/ Country code	Ukraine / UA
Contact person name and position	ı	Contact person e-mail / phone	

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



## Section to be completed BEFORE THE MOBILITY

#### I. PROPOSED MOBILITY PROGRAMME

Main subject field8: 0722 Materials

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

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

Number of teaching hours: 8

Language of instruction: English

#### Overall objectives of the mobility:

Acquaint students with experiments and computational modelling of composites and rubber (one of the applications - tire casings for cars). Methodology for static dynamic tests materials. Evaluations of tests results. New with Sumy University, cooperation State Ukraine, establish new contacts. The extension of knowledge of students.

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

Mutual use of laboratory equipment for tests of composites. Application of new knowledge and results to the teaching and research area. Offer collaboration on international projects. Mutual publication outputs and other research activities.

#### Content of the teaching programme:

Composites and rubber: computational modeling of straight and deformation, static and dynamic test machines for investigation, evaluations of results from experiments, input data to computational simulations, application of tire results (tires materials and structure casings, analyses, of pressure footprints. footprint determination contact videos from tests, determination of radial stiffness etc.)

# 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 signing<sup>9</sup> 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.

#### Higher Education: Mobility Agreement form Jan KRMELA

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

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. Ing. Jan KRMFI & Ph.D.
Signature:
The sending institution/enterprise
Name of the responsible person: Prof. Ing. Ján VAVRO, PhD. Erasmus Coordinator of Faculty of Industrial Technologies
Signature:
The receiving institution
Name of the responsible person: Volodymyr O. LYUBCHAK  Vice-rector for scientific and pedagogic work
Signature:

 $<sup>^{1}</sup>$  In case the mobility combines teaching and training activities, **this template** should be used and adjusted to fit both activity types.

<sup>&</sup>lt;sup>2</sup> **Seniority:** Junior (approx. < 10 years of experience), Intermediate (approx. > 10 and < 20 years of experience) or Senior (approx. > 20 years of experience).

<sup>&</sup>lt;sup>3</sup> Nationality: Country to which the person belongs administratively and that issues the ID card and/or passport.

<sup>&</sup>lt;sup>4</sup> All references to "enterprise" are only applicable to mobility for staff between Programme Countries or within Capacity Building projects.

<sup>&</sup>lt;sup>5</sup> **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.

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

<sup>&</sup>lt;sup>7</sup> The top-level NACE sector codes are available at <a href="http://ec.europa.eu/eurostat/ramon/nomenclatures/index.cfm?TargetUrl=LST\_NOM\_DTL&StrNom=NACE\_REV2&StrLanguageCode=EN">http://ec.europa.eu/eurostat/ramon/nomenclatures/index.cfm?TargetUrl=LST\_NOM\_DTL&StrNom=NACE\_REV2&StrLanguageCode=EN</a>

<sup>&</sup>lt;sup>8</sup> The <u>ISCED-F 2013 search tool</u> (available at <a href="http://ec.europa.eu/education/tools/isced-f">http://ec.europa.eu/education/tools/isced-f</a> en.htm) should be used to find the ISCED 2013 detailed field of education and training.

<sup>&</sup>lt;sup>9</sup> 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.