ANNEX 6: TEMPLATE FOR AGREEMENT BETWEEN BENEFICIARIES AND PARTICIPANTS

AGREEMENT – ERASMUS+ - MOBILITY OF INDIVIDUALS

Project code: 2023-1-SK01-KA171-HED-0000130627

Field: Higher Education
Academic year: 2023/2024

PREAMBLE

This **Agreement** ('the Agreement') is **between** the following parties:

on the one part,

the **Organisation** ('the organisation'),

ALEXANDER DUBČEK UNIVERSITY OF TRENČÍN
SK TRENCIN01

Address: Študentská 2, 911 50 Trenčín, Slovakia

Email: erasmus@tnuni.sk

represented for the purposes of signature of this agreement by Assoc. Prof. Jozef HABÁNIK, Rector

and

on the other part,

the **'participant'**

Marjeta FRROKAJ

Bank account where the financial support should be paid:

Bank account holder:

Bank name:

Clearing/BIC/SWIFT number:

Account/IBAN number: ***I***

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

The Agreement is composed of:

Terms and Conditions

Annex 1: Erasmus+ learning agreement for student mobility for studies

Annex 2: Erasmus Student Charter *(published on website: www.erasmus.tnuni.sk)*

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
☐ Top-up amount for students and recent graduates with fewer opportunities on short-term mobility
☐ Travel support (standard travel or green travel amount)
☒ Travel days (additional individual support days)
☐ Inclusion support (based on real costs)

The participant receives:
☒ a financial support from Erasmus+ EU funds
☐ a zero-grant

TERMS AND CONDITIONS

ARTICLE 1 – SUBJECT OF THE AGREEMENT

1.1 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.

1.2 The organisation will provide support to the participant for undertaking a mobility activity.

1.3 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 the Annex 1.

1.4 Amendments to this grant agreement will 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 grant agreement will enter into force on the date when the last of the two parties signs this grant agreement.

2.2 The mobility period will start on **11.03.2024** and end on **10.06.2024**.

2.3 The period covered by the grant agreement includes:

- a physical mobility period from 11.03.2024 to 10.06.2024, equal to **90** days

2.4 The transcript of records 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 [2023 version].

3.2 The participant will receive a financial support from Erasmus+ EU funds for **90** days of.

3.3 The participant may submit a request concerning the extension of the physical mobility period within the limit set out in the Erasmus+ Programme Guide, if the organisation agrees to extend the duration of the mobility period, the agreement will be amended accordingly.

3.4 The organisation shall provide the participant the total financial support for the mobility period in the form of a payment of **EUR**

3.5 The contribution towards costs incurred in connection with travel or inclusion needs green travel top-up, 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. 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 I.

ARTICLE 4 – PAYMENT ARRANGEMENTS

4.1 The participant shall receive individual and travel support, if applicable, in a timely manner after the arrival of the participant.

The 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 funding organisation's timeline, a later payment of the pre-financing can be exceptionally accepted, based on justified reasons.

4.2 The submission of the participant report via the online EUSurvey tool shall be considered as the participant's request for payment of the balance of the financial support. The organisation shall have 20 calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.

ARTICLE 5 – RECOVERY

5.1 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.

ARTICLE 6 – INSURANCE

6.1 The organisation shall make sure that the participant has adequate insurance coverage either by providing the participant with the relevant information and support to take an insurance on their own.

6.2 Insurance coverage shall include at minimum a health insurance.

6.3 The responsible party for taking the insurance coverage is: the participant.

ARTICLE 7 – LANGUAGE LEVEL AND ONLINE LANGUAGE SUPPORT (OLS)

7.1 The participant may carry out the OLS language assessment in the language of mobility (if available) before the mobility period.

7.2 The level of language competence in **English** that the participant already has or agrees to acquire by the start of the mobility period is: A1☐ A2☐ B1☐ B2x C1☐ C2☐

ARTICLE 8 – PARTICIPANT REPORT

8.1 The participant shall complete and submit the participant report on their mobility experience (via the online EUSurvey tool) within 10 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.

8.2 A complementary online survey may be sent to the participant allowing for full reporting on recognition issues.

ARTICLE 9 – ETHICS AND VALUES

9.1 Ethics: 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.

9.2 Values: 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).

9.3 If a participant breaches any of its obligations under this Article, the grant may be reduced.

ARTICLE 10 – DATA PROTECTION

10.1 The funding 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://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement

10.2 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 organisations 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 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)).

10.3 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 his/her personal data to the sending organisation 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 11 – TERMINATION OF THE AGREEMENT

11.1 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 organisation 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.

11.2 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 12 – CHECKS AND AUDITS

12.1 The parties of the agreement undertake to provide any detailed information requested by the European Commission, the National Agency of Slovak Republic or by any other outside body authorised by the European Commission or the National Agency of Slovak Republic to check that the mobility period and the provisions of the agreement are being properly implemented.

ARTICLE 13 – LIABILITY

13.1 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.

13.2 The National Agency of Slovak 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 Slovak Republic or the European Commission shall not entertain any request for indemnity of reimbursement accompanying such claim.

ARTICLE 14 – APPLICABLE LAW AND COMPETENT COURT

14.1 The Agreement is governed by the national law of Slovak Republic.

14.2 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
Marjeta FRROKAJ

For the organisation
Assoc. Prof. Dr. Jozef HABÁNIK