

TEMPLATE FOR AGREEMENT BETWEEN BENEFICIARIES AND PARTICIPANTS

AGREEMENT – ERASMUS+ - MOBILITY OF INDIVIDUALS

Project code: 2023-1-SK01-KA171-HED-000148650

Field: Higher Education

Academic year: 2023/2024

Erasmus+ mobility ID number: 48650-MOB-0017

Agreement number: 3/OUT-STA/2023/KA171

PREAMBLE

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

on the one part, the **Organisation** ('the organisation'),

J. SELYE UNIVERSITY

SK KOMARNO 01

Legal representative: Dr. habil. PaedDr. György Juhász, PhD.

Address: Bratislavská cesta 3322, 945 01 Komárno, Slovakia

represented for the purposes of signature of this agreement by Mgr. Adriana Kinczerová, Institutional Erasmus+ Coordinator, Email: erasmus@ujss.sk

and on the other part, the '**participant**'

PROF. ÁBRAHÁM KOVÁCS, PHD.

Date of birth:

Citizenship:

Address:

Faculty/Department: Reformed Theological Faculty/Department of Historical Sciences

Phone:Email:

Bank account where the financial support should be paid:

Bank name:

Clearing/BIC/SWIFT number:

Account/IBAN number:

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

The Agreement is composed of:

Terms and Conditions

Annex 1: Erasmus+ mobility agreement for staff mobility for teaching/ Erasmus+¹

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 short-term physical 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

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 (including via the Erasmus Without Paper Network), depending on the national legislation or institutional regulations.

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 (*18 lessons*).
- 1.4 Receiving institute: **UNIVERSITY OF PRETORIA (ZA PRETOR01)**
Address *Private Bag X20, 0028 Hatfield, Pretoria, SOUTH AFRICA*
OID: *E10208806*
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 **06. 04. 2024** and end **16. 04. 2024**.
- 2.3 The period covered by the grant agreement includes:
 - a physical mobility period from *06. 04. 2024* to *16. 04. 2024* equal to **11 days**
 - **2 funded travel days** (*05. 04. 2024, 17. 04. 2024*)
 - **0** virtual component.
- 2.4 The certificate of attendance or statement attached to these documents 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 **11** days of the number of days will be equal to the duration of the physical mobility period plus **2** travel days. If the participant will not receive financial support for a part or the entire mobility period, this number of days are to be adjusted accordingly.
- 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 of days [to be completed by the beneficiary according to the Erasmus+ Programme Guide rules. 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 **3.840,00 €** (individual support grant *2.340,00 €* and travel grant *1.500,00 €*).
- 3.5 The contribution towards costs incurred in connection with travel or inclusion needs (inclusion support, exceptional costs for expensive travel, travel support, green travel top-up, top-up for fewer opportunities), 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 Payment shall be made to the participant no later than (whichever comes first):
 - 30 calendar days after the signature of the agreement by both parties.The payment shall be made to the participant representing 80 % 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 45 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 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.
- 6.2 Insurance coverage shall include at minimum a health insurance and a liability insurance and an accident insurance. *[Explanation: 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. The National Agency may amend Article 6.2 if there is a justification to adapt the default requirements to the national context.]*
- 6.3 The responsible party for taking the insurance coverage is: the participant. It is recommended to also include the following information: Insurance provider(s), insurance number and insurance policy.

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 main language of instruction/work to be specified bthat the participant already has or agrees to acquire by the start of the mobility period is: A1 ☐ A2 ☐
B1 ☐ B2 ☐ 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 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.
- 8.2 The applicant agrees to submit a certificate of attendance after the mobility abroad an original Erasmus+ Certificate of Attendance for Teaching form issued by the host institution, indicating the start and end dates of the mobility, which must coincide with the duration of the stay as specified in the teaching grant agreement. Non-compliance with the contractual period will result in the return of a pro-rata part of the grant. The participant undertakes to submit additional annexes confirming

participation in the mobility as specified in the Rector's Guide No. 3/2014 on the organization of Erasmus+ mobility of students, teachers and staff at J. Selye University.

- 8.3 The Participant of the Agreement declares and confirms by his/her handwritten signature that all documents that have been or will be submitted in the future in connection with the fulfilment of this Agreement are complete and true.

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
prof. Dr. Ábrahám Kovács, PhD.

v.r.

Done at Komárno,

For the organisation
Mgr. Adriana Kinczerová

v.r.

Done at Komárno,

Annex 1

Key Action 1 – HIGHER EDUCATION Erasmus+ mobility agreement for staff mobility for teaching

