

Agreement
on Providing Financial Support for the Traineeship Within the Programme Countries for
the Academic Year 2015/2016
Agreement No. 11/ 2015/2016

ARTICLE I – PARTIES

1.1 Pavol Jozef Šafárik University in Košice (SK KOSICE02)

University name: Pavol Jozef Šafárik University in Košice

Address: Šrobárova 2, 041 80 KOŠICE

Statutory body: Prof. RNDr. Pavol Sovák, CSc. - Rector

Represented by: in matters of this Agreement, Mgr. Renata Timková, PhD., the Erasmus institutional coordinator at Pavol Jozef Šafárik University in Košice is authorized to sign under power of attorney by the UPJŠ Rector dated 07/09/2015.

CRN: 00397768

VAT ID: SK2021157050

Bank: Štátna pokladnica

Account No.: 7000074386/8180

IBAN: SK89 8180 0000 0070 0007 4386

SWIFT: SPSRSKBA

(hereinafter „the University“)

and

1.2 Abraham John Mathews

Date of birth:

Nationality:

Address of permanent residence:

Ethnicity:

Telephone No.:

E-mail:

Sex:[F/M]:

Academic year:

Level of education: *(Bachelor/Magister/PhD./condensed post-secondary/study programme of one cycle):

Subject: (study branch at the University):

Code: [ISCED-F code]

Number of completed years of higher education:

Student with:

- the financial support from the EU resources – Erasmus+
- the zero financial support (zero grant)
- the financial support from the EU resources – Erasmus+ combined with the period of the zero financial support (zero grant)

The financial support shall include:

- support for the student with special needs¹
- financial support for the student – beneficiary of a social-welfare scholarship²

(the University shall allot the student – beneficiary of the social-welfare scholarship² a further financial support beyond the level of the financial support for the mobility of EUR 100/month)

The bank account to which the financial support will be made:

The holder of the bank account (if different than the student):

Bank name:

BIC/SWIFT code:

Account/IBAN No.:

*Delete the inappropriate

(hereinafter referred to as "the student")

have agreed on specific conditions and annexes, which form an integral part of this Agreement.

Annex I Learning Agreement (Learning Agreement for Erasmus + for studies)

Annex II	General Terms and Conditions
Annex III	Student Charter of Erasmus+

ARTICLE II – PURPOSE OF THE AGREEMENT

The Parties referred to in Article I hereof enter into this Agreement in accordance with Section 51 Law Act No. 40/1964 Book of Statutes Civil Code as amended for the purpose of providing financial support from the University to the student in the amount as specified herein.

ARTICLE III – SPECIAL TERMS AND CONDITIONS

- 3.1. The University shall provide the financial support for the student mobility to study within the Erasmus+ programme (hereinafter referred to as "financial support" or "grant").
- 3.2. The student agrees with the financial support of the amount as specified in Article V hereof, and undertakes to implement the mobility in accordance with the description given in Annex I hereto.
- 3.3. The terms and conditions as set out in the Special Terms and Conditions shall take precedence over the terms and conditions as set out in the Annexes hereto.

ARTICLE IV – DURATION OF MOBILITY

- 4.1. The mobility shall commence on: **15.1.2016** and terminate on: **14.4.2016**. Commencement of the mobility is determined as a day when the student is obliged to appear with at the host organization for the first time. Completion of the mobility is the day when the student must be present in the host organization for the last time.
- 4.2. In the event the host chooses for the student attending a language course provided by an organization other than the host organization, and the course forms a relevant part of the study abroad, commencement of the mobility is understood as the first day of the language course at another organization providing the language course.
- 4.3. The student shall receive financial support from the European Union resources for the number of **90** days.
- 4.4. In the event the student is awarded the financial support from the European Union resources, the number of days for granting the financial support shall be equal to the duration of the mobility pursuant to this Agreement.
- 4.5. In the event the student is awarded the financial support from the European Union resources combined with the days with zero financial support, in paragraph 4.3 of this Article of the Agreement, just the number of days shall be given for which the financial support from the EU resources that is to be granted at least for the duration of the mobility, i.e. 3 months.
- 4.6. In the event the student has zero financial support for the entire time of the mobility, the number of days shall be 0.
- 4.7. The total duration of the mobility, including any prior participation in mobility within the Lifelong Learning Programme, shall not exceed 12 months for the relevant level of education according to Article I paragraph 1.2 of this Agreement. If the student attends the study programme of one cycle, the total duration of the mobility period, including any prior participation in the mobility within the Lifelong Learning Programme, shall not exceed 24 months.
- 4.8. The student shall submit an application to extend the period of stay in the mobility at least 30 days before the originally planned completion of the mobility period under this Agreement.
- 4.9. The host organization shall issue a confirmation of the commencement and completion of the mobility period to the student in the Transcript of Records or Certificate of Completing the Study (or in the Statement attached to those documents).

ARTICLE V – FINANCIAL SUPPORT

- 5.1. The amount of the financial support for the implementation of the mobility shall be **1650 EUR** and corresponds to the amount of **550 EUR** for **30** days.
- 5.2. The amount of funding under this Agreement for the period of mobility is determined by a multiple of the number of days/months as specified in Article IV paragraph 1.4 of this Agreement and the rate applicable per month for the relevant host country. In the event of an incomplete month, the financial support shall be calculated by multiplying the number of days in the incomplete month with 1/30th of the unit contribution per month.
- 5.3. Where the reimbursement of the costs incurred in connection with the special needs student is relevant, the student shall present supporting documents.

- 5.4. The student is not entitled to use the provided financial support to cover similar costs of mobility, if the support has previously been financed from other EU resources.
- 5.5. The financial support provided under this Agreement is compatible with any other funding resource, including any income earned by the student working outside their mobility, if they were carrying out any such activities in accordance with Annex I to this Agreement.
- 5.6. The student shall repay the financial support or its part, if they fail to comply with the provisions of this Agreement. The University shall not be entitled to claim repayment of the financial support, if the student was unable to complete their mobility in accordance with this Agreement and its Annexes due to the force majeure events. The University shall report all of the above instances, and the Slovak Academic Association for International Cooperation established at: Krížkova 9, 811 04 Bratislava shall accept them.

ARTICLE VI – PAYMENT TERMS AND CONDITIONS

- 6.1. The student shall be provided **80%** of the amount specified in Article V of this Agreement within 30 calendar days from the date of signature of this Agreement by both parties and no later than the commencement of the mobility under Article IV of this Agreement or upon confirmation of the arrival by the host organization. If the event the student fails to provide all the required documents on the mobility determined according to the schedule of the University, the later pre-financing payment may be accepted.
- 6.2. In the event the payment is in accordance with Article 1.6 less than 100% of the total amount of the financial support, submitting the documents that are introduced in Article 10.1. after the end of the mobility, submitting an on-line report, and submitting the final language test in the Online Language Support (OLS) system shall be considered an application for payment of the balance. The University has 45 calendar days to make that payment of the supplement, or to request the outstanding amount from the student.
- 6.3. The student shall immediately repay the disbursed financial support under this Agreement to the University account: SK89 8180 0000 0070 0007 4386 in the event the mobility has not been implemented for any reason.
- 6.4. In the event the student for any reason other than force majeure terminates the mobility before the originally scheduled completion date of the mobility or commences the mobility after the originally planned commencement deadline, they shall repay the unspent aliquot part of the financial support to the account of the University: SK89 8180 0000 0070 0007 4386 within 30 days of the completion of mobility.

ARTICLE VII – INSURANCE

- 7.1. The student shall have the following types of compulsory insurance made for the duration of the mobility:
 - 7.1.1. Basic health insurance – the European insurance card
The person liable for making the insurance policy:
Name of the insurance agency:
The insurance policy shall show:
Certificate No.:
 - 7.1.2. Liability insurance for damage caused by the student in the workplace
The person liable for making the insurance policy:
 - 7.1.3. Accident insurance covering the damage caused to the student in the workplace
The person liable for making the insurance policy:
Name of the insurance agency:
The insurance policy shall show:
Certificate No.:
- 7.2. The basic health insurance for the duration of the mobility under this Agreement in an EU country shall be provided by the student's health insurance agency through the European insurance card. In cases where the above insurance appears insufficient especially when carrying out special medical treatments, it is recommended that the student also enters into a supplementary insurance for covering medical expenses in a commercial insurance company.

ARTICLE VIII – ON-LINE LANGUAGE SUPPORT

- 8.1 The provisions of this Article of the Agreement are only valid and effective in the case of mobility, for which financial support is granted under this Agreement, starting from October 1, 2014 for the languages available in the on-line OLS tool.
- 8.2 The students shall complete an on-line assessment of language skills (OLS) before the commencement of the mobility and at the completion of the mobility when the major teaching or working language is English, French, German, Italian, Spanish or Dutch, or at any time if so agreed by and between the University and the host institution/organization, except for the native speakers. The students shall immediately inform the University upon finding out that they cannot pass an on-line assessment of language skills.
- 8.3 The student who has been assigned a license for a language course shall pass an on-line language course of **English** in order to prepare for the mobility abroad under this Agreement. The student shall immediately inform the University upon finding out that they cannot perform an online language course before entering the course.

ARTICLE IX –EU SURVEY REPORT (AFTER THE MOBILITY COMPLETION)

- 9.1 The student shall complete and submit an online report through the EU Survey after the termination of the mobility, however no later than 30 calendar days after the date of receipt of the call from the University to complete the same. The university is entitled to demand full or partial reimbursement of the financial support from the student who fails to complete and submit an online report.
- 9.2 The University is entitled to send the student a supplementary questionnaire for the purpose of submitting a full report on the approval of results.

ARTICLE X – SUBMITTING THE DOCUMENTS (AFTER THE COMPLETION OF THE TRAINEESHIP)

- 10.1 The student shall submit the University the following documents: a certificate which is part of the Learning Agreement for Erasmus+ Traineeships;
- 10.2. The student shall submit the documents required under this Article not later than 30 days after the termination of the mobility. In case the student fails to submit the documents to the University within 30 days after the completion of the mobility, this will be considered a violation of this Agreement, and the student shall repay the University the financial support which had been allocated in accordance with this Agreement.

ARTICLE XI – CONCLUDING STIPULATIONS

- 11.1. This Agreement shall become valid on the date when signed by the last of the two Parties.
- 11.2. This Agreement shall become effective on the date following the date of publication of this Agreement in the Central Register maintained by the Government Office of the Slovak Republic.
- 11.3. This Agreement is governed by the national law of the Slovak Republic.
- 11.4. The Parties hereto shall request and approve any amendments to this Agreement through a formal notification in writing delivered by post or e-mail. The amendments shall be in the written form. Such amendments shall become an integral part of this Agreement. The amendments shall be numbered in the ascending order.
- 11.5. This Agreement is drawn up in triplicate, the student receiving one counterpart and the University two counterparts.
- 11.6. Any disputes between the Parties to the Agreement concerning the interpretation and application of this Agreement that cannot be settled by mutual agreement, shall be decided by the competent court in accordance with the law.
- 11.7. The Parties to this Agreement consistently declare that they have read this Agreement, have understood its contents, have not concluded it in distress or under any conspicuously unfavourable conditions and attach below their respective signatures in witness of their approval of its content.

Student:
Abraham John mathews

University:
Mgr. Renáta Timková, PhD.

In..... on

In Košice on

¹ In the context of the Call for Proposals 2015, on submitting the applications for the special ERASMUS+ -grant, the student with special needs is a student who is disabled and submits a copy of their disability to the University.

² The social-welfare scholarship is regulated by the Ministry of Education Decree No. 102/2006 Book of Statutes on granting social-welfare scholarships to university students.

APPENDIX 2 TO THE AGREEMENT ON PROVIDING THE FINANCIAL SUPPORT FOR THE STUDY

GENERAL TERMS AND CONDITIONS

ARTICLE 1: Liability for Damages

Each Party shall waive the other Party against any civil liability for damages suffered by its organization or staff during the performance of this Agreement, unless such damages are caused by negligence or wilful misconduct of the other Party or its staff.

The National Agency and the European Commission or their staff shall not bear under this Agreement and under any circumstances or for any reason any liability in respect of the implementation of the mobility. Subsequently, the National Agency or the Commission will not deal with any request for indemnity or compensation for damages.

ARTICLE 2: Termination of the Agreement

The institution has the right to prematurely close or terminate the Agreement without any further legal procedures in case the beneficiary fails to fulfil any of the obligations arising from this Agreement. The institution shall notify the beneficiary to fulfil their obligations by registered letter. If the beneficiary does not respond to the notice within one month from the date of being served the letter, the institution shall terminate the Agreement, or, respectively, withdraw from the Agreement.

If the beneficiary terminates the Agreement earlier than stated in the Agreement or fails to comply with the Agreement rules, they shall have to repay the amount of the grant, which has already been paid out to them.

In the event of termination of the Agreement by force majeure, i.e. due to an exceptional unforeseeable situation or event beyond the beneficiary's control and which is not attributable to error or negligence of their obligations, the beneficiary is entitled to a grant in the amount corresponding to the actual duration of the mobility under the Agreement. The remaining amount of the grant shall be repaid, unless otherwise agreed with the sending organization.

If the beneficiary terminates the Agreement earlier than stated in the Agreement or fails to comply with the Agreement rules, they have to repay the amount of the grant, which they have already paid.

ARTICLE 3: Protection of Personal Particulars

Any personal particulars contained in the Agreement shall be processed in accordance with Directive (EC) No. 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal particulars by the institutions and bodies of the Communities and on the free movement of such particulars. Such particulars may solely be processed by the National Agency and the European Commission in respect of the implementation of the Agreement and the subsequent activities without restrictions on the possibility to pass such particulars to the authorities in charge of the inspection and audit in accordance with the

Community law, the (the Court of Auditors or the European Anti-Fraud Office (OLAF).

The beneficiary may, on written request, gain access to their personal particulars and correct any information which is incomplete or incorrect. Their requests and questions regarding the processing of personal particulars shall be addressed to the sending institution and/or the relevant national agency. Their objections against the processing of personal particulars may be sent to the Office for Personal Particulars Protection of the Slovak Republic with regard to the processing and use of those particulars by the sending organization, the National Agency or the European enforcement officer for the protection of particulars in Brussels regarding the use of personal particulars data by the European Commission.

ARTICLE 4: Inspections and Audits

The Parties hereby undertake to provide detailed information requested by the European Commission, the National Agency and other bodies authorized by them in view of inspection of the implementation of the mobility in accordance with the Agreement.

ANNEX No. 3 TO THE AGREEMENT ON PROVIDING THE FINANCIAL SUPPORT FOR THE STUDY

ERASMUS CHARTER OF THE STUDENT

This Student Charter confirms your rights and obligations, will inform you of what you can expect from your sending and host organizations and describes each step of your mobility.

The European Commission has allocated higher education institutions participating in the Erasmus+ Programme the Erasmus Charter for higher education, in which the above commit themselves to promote, facilitate, and approve your mobility activities.

On the other hand, you undertake to respect the rules and obligations as set out in the Grant Agreement for the Erasmus+ Study/Traineeship that you have signed with your sending organization.

ARTICLE 1

Prior to the Mobility

1. Once chosen for the Erasmus+ mobility, you are entitled to getting advice as regards the host institution /company where you can implement your mobility and the related activities.
2. You have the right to receive information on the award of assessment marks at the host institution and obtain information from the sending and the host institution/company on how to arrange your visa, obtain insurance and find your accommodation. You may find the relevant contacts and sources of information in the institutional agreement signed between the sending and the host institutions.
3. Prior to the mobility, you are to sign the Agreement on Providing Financial Support for the Study/Traineeship with your sending institution (even if you do not receive any grant from the European Union) and the Agreement on the

Study/Traineeship with the sending and the host institution/company. Good preparation of the Agreement on the Study/Traineeship is the key to the success of your mobility experience and to ensuring approval of your mobility. It sets out the details of your planned activities abroad (including the credits awarded that will be included within your home study programme).

4. After being chosen, you agree to undergo on-line language assessment (if available in the main language of teaching/working language abroad), by which your sending institution will offer you adequate language support, if necessary. You should take full advantage of that support to improve your language skills to the required level.

ARTICLE 2

During the Mobility

1. You should take advantage of all educational opportunities available in the host institution/company, respect their rules and regulations and strive to succeed in all the relevant examinations or other forms of assessment.

2. You may only apply changes in the Agreement of Study/Traineeship in exceptional instances and within the deadline as set by the sending and the host institutions. In this case, you shall ensure that these changes were confirmed by both of the institutions - the sending and the host institution/company within two weeks after filing the application and keep a copy (e-mail) of the approval. Any changes due to extended mobility should be implemented as soon as possible.

3. Your host institution/company undertakes to treat you in the same way it does with their students/staff, and you should try to do your best to integrate into a new environment.

4. Your host institution will not require you to pay any fees for tuition, registration, examinations, access to laboratory and library during your mobility. However, it may require you to pay small fees for insurance, student clubs and the use of various materials that it also requires from local students.

5. You are welcome to participate in clubs and associations that exist at your host institution/in the company, such as the network of mentors and "buddies" organized by the student "Erasmus Student Network" organization.

6. Any scholarship or student loan you receive from your home country shall be maintained while you are staying abroad.

ARTICLE 3

After the Mobility

1. You have the right to obtain full approval of study/Traineeship from your sending institution for successfully completed activities during your mobility in accordance with the Agreement of Study/Traineeship.

2. In case of studying abroad, your host institution will issue a Transcript of Records containing your results with the credits and marks attained (normally not later than five weeks after the final evaluation). After receiving that document, your sending institution shall provide you with any information on the approval of the results no later than within five weeks. The approved subjects will be recorded in your Diploma Supplement.

3. In the case of traineeship abroad, the company will issue a certificate of completion of placement, summarizing the tasks performed and their assessment. When so mentioned in the Agreement of traineeship, the sending institution will

issue a transcript of results. If the traineeship is not part of the curriculum, this will be recorded, at least in the Diploma Supplement, and if you so wish, also in the Europass Mobility. If you are a recent graduate, we encourage you to apply for recording the traineeship in your Europass Mobility.

4. In order to monitor your progress in language skills during your mobility, you hereby agree to undergo on-line language assessment, if available in the main language/working language abroad.

5. For the purpose of feedback for both your home and host institutions, the National Agency of the sending and the host countries and the European Commission, you shall complete a final report - a questionnaire on your Erasmus mobility.

6. We invite you to join the "Erasmus+ Student Alumni Association" and distribute their experience amongst friends, other students, university staff, journalists, and allow other people (including students) to benefit from your experience.

• *If you have a problem:*

- *You should clearly identify it and check your rights and obligations as set out in the Grant Agreement.*

- *Many people operate in both your sending and host institutions to help Erasmus students. Depending on the nature of the problem and when it occurs, the contact or the person in charge of your sending and host institutions (or host company for traineeships) will help you. Their names and contact details are set out in your Agreement of Study /Traineeship.*

- *If necessary, you can use the formal appeals procedure with your sending institution.*

- *If your either sending or host institution fails to comply with the rules of the Erasmus Charter for Higher Education or the rules of your Agreement on Providing the Grant, you may contact the relevant National Agency.*