

**PARTICIPANT GRANT AGREEMENT NO.
ERASMUS+
MOBILITY OF INDIVIDUALS**

1. **CHARLES UNIVERSITY**, Ovocný trh 560/5, 116 36 Prague 1
Represented by: Mgr. Ester Brožová, Erasmus+ Institutional Coordinator

(the "Sending Institution")

2. **First name and surname: X**

Permanent residence: X

Date of birth: X

Sex: X

Nationality: X

Passport no. X

Phone: X

E-mail: X

Faculty: X

Study cycle: X

Area of study: X

Study area code (ISCED-F): X

Number of years of completed university education: X

(the "Participant")

enter into this Agreement:

1 **Subject Matter of the Agreement**

The subject matter of this Agreement is establishing the rights and obligations of the parties to the Agreement arising from the Participant's study abroad as a part of the Erasmus+ programme (the "mobility"). For this purpose, the Sending Institution provides the Participant with financial support in accordance with article 3 of this Agreement, which the Participant accepts in order to carry out the mobility in accordance with article 7 and on the basis of the Dean's Decision on Awarding a Scholarship (the "Scholarship Decision").

2 **Duration and Location of the Mobility**

- 2.1 The Participant undertakes to carry out the mobility in the academic year 2023/2024 at:

Receiving institution: X		Country: X
Duration of the stay		
From: X	To: X	Days total: X

- 2.2 The physical period of the mobility starts at the earliest and ends at the latest on the above dates. The commencement date for the mobility is considered to be the first day the Participant must be present at the receiving institution, and the end date is considered to be the last day the Participant must be present at the receiving institution. Any request to extend the duration of the stay must be approved by the Sending Institution at least one month before the established end date of the stay.

3 **Financial Support**

- 3.1 The Sending Institution undertakes to provide the Participant with financial support for the period in accordance with article 2 of this Agreement from the funds of the European Union Erasmus+. In the event of depletion of these fund, additional financing will be provided from the state budget (SB) in the form of a contribution from Charles University to support international activities. The financial support for the duration of mobility is determined by multiplying the number of days/months of the mobility stipulated in article 2 of this Agreement and

the corresponding daily/monthly rate for the specific destination country. For calculation purposes, 1 month = 30 days. Financial support is not provided on the 31st day of the month. In the case of incomplete months, the financial support is calculated by multiplying the number of days in the incomplete month by 1/30 of the monthly rate. The final amount of financial support is rounded to whole numbers.

- 3.2 In the case of short-term mobility (up to 30 days), the Participant receives financial support determined by multiplying the number of days and the corresponding daily rate.
- 3.3 This financial support is provided in the form of a scholarship to support study abroad in accordance with article 3(1f) and article 10 of the Scholarship and Bursary Rules of Charles University, as amended, and on the basis of the Dean's Decision on Awarding a Scholarship as follows:

Monthly rate (= 30 days):	EUR
Financial support from EU funds (= days):	EUR
Financial support from SB funds (= 0 days):	EUR
Total financial support for the study period (= X days):	EUR

4 Payment of Financial Support

- 4.1 The financial support under article 3 of this Agreement is transferring by the Sending Institution to the Participant's euro account in the Czech Republic.

Account number: X

Bank code: X

- 4.2 In the case of a stay up to six months, the financial support will be paid in one lump sum within 30 calendar days of entering into this Agreement.
- 4.3 In the case of a stay exceeding six months, the financial support will be paid in two instalments as follows: The first part corresponding to 50% of the total financial support will be paid within 30 days of signing this Agreement. The second part will be transferred to the Participant before the end of the first half of the mobility at the latest, or by the last day of the month preceding the first month of the second half of the mobility.

5 Qualification Conditions for the ERASMUS+ Programme

The Participant declares that they have been acquainted with the Qualification Conditions for the ERASMUS+ Programme in the form of Rector's Directive no. 34/2015, the Qualification Conditions for the Erasmus + Programme for study abroad and traineeships for students of Charles University, as amended, and the associated Dean's measure of the sending faculty, and by signing this Agreement, they confirm that they have fulfilled these conditions and will comply with them.

6 Insurance

The Participant undertakes to arrange insurance for medical expenses for the entire duration of the mobility. In the case of a stay for a traineeship, the Participant is required to arrange liability insurance and accident insurance for the entire duration of the mobility. In addition, the Participant is required to arrange insurance required by the receiving institution.

7 Obligations of the Parties

- 7.1 The Participant's obligations are as follows:

- To fulfil during the mobility the curriculum set out in the Erasmus+ Learning Agreement Student Mobility for Studies/for Traineeships) as a part of the Erasmus+ Programme), entered into by the Sending Institution, the receiving institution, and the Participant in accordance with Annex 1 to this Agreement (the "Learning Agreement"),
- In the event of a change to the curriculum, to arrange approval of all changes to the Learning Agreement from both the Sending Institution and the receiving institution without undue delay after these changes occur,
- To announce to the Sending Institution without undue delay premature termination of the mobility and to state the reason for the termination,
- To submit documents after the end of the mobility (in accordance with article 10 of this Agreement),
- To respect the study regulations of the receiving institution,
- To keep and submit upon request documents related to the mobility, fulfilling the Learning Agreement and this Agreement, and allocation of the financial support or the increased financial support. This includes, in particular, documents and accounting documents demonstrating the duration of the stay at the receiving institution, the mode of transportation and

travel costs, health or other constraints, emergencies related to *force majeure*. The participant is required to store these documents for a period of 12 months after the end date of the mobility.

7.2 By signing the Agreement, the Sending Institution declares that:

- It agrees with the selected study programme and curriculum of the Participant at the receiving institution set out in the Learning Agreement,
- The selected curriculum set out in the Learning Agreement does not conflict with the curricula of the study programme of the Participant at the Sending Institution,
- It fully recognizes the studies completed at the receiving institution as a proper part of the studies at the Sending Institution in accordance with the Learning Agreement and any approved changes during the stay.

8 On-line Language Support (EU Academy)

Prior to commencing the mobility, the Participant may complete a language assessment on the EU Academy platform in the language of the mobility (if available) and take advantage of the available language courses on this platform.

9 Financing from Other Sources

The financial support under article 3 of this Agreement cannot be used to cover similar costs that are already financed from EU funds. However, this financial contribution is compatible with any other source of funding, including income that the Participant may have earned through their traineeship or teaching activity or through any work outside the scope of their mobility, provided they perform activities that are set out in the Learning Agreement.

10 Submitting Documents After Returning

10.1 The Participant undertakes to submit the following documents after the end of the mobility in accordance with the Qualification Conditions for the Erasmus+ Programme:

10.2 **Confirmation of Erasmus+ Period**, confirmed by the receiving institution

10.3 **Transcript of Records**, issued by the receiving institution (for a study stay), or
Traineeship Certificate, confirmed by the receiving institution (for a traineeship) or
Evaluation Report, confirmed by the receiving institution (for a short-term study stay)

The mobility dates, including any virtual elements, must be stated in the documents specified in clauses 10.2 and 10.3 of this Agreement.

The Participant is required to submit the documents referred to in clauses 10.2 and 10.3 of this Agreement to the Sending Institution within 30 days of the end of the mobility under this Agreement in paper form, stamped and signed by the receiving institution, or in electronic form with a certified electronic signature, or to arrange for their delivery in electronic form through an authorised person at the receiving institution. In the event that circumstances arise which make it impossible to submit the documents by the deadline, the Participant must contact the Sending Institution to determine the next course of action.

10.4 The participant undertakes to submit the **Report on Mobility Experience** (via the online EU Survey) within 30 days of delivery of the submission request. The Participant receives the submission request in a personal e-mail via the e-mail address stipulated in the heading of this Agreement.

10.5 A supplementary online questionnaire may be sent to the Participant in order to obtain a full report on the recognition issue.

11 Returning Allocated Financial Support

11.1 The Sending Institution is entitled to request that the Participant return the entire financial support or a part thereof if the Participant does not fulfil the obligations set out in article 7 of this Agreement, in particular, in the following cases:

11.1.1 The Participant has not fulfilled the study obligations set out in the Learning Agreement:

- The Participant has not fulfilled the minimum requirements set out in the Learning Agreement.
- The Transcript of Records does not correspond to the curriculum of the Learning Agreement.

11.1.2 The Sending Institution determines, based on the submitted documentation and the data provided by the receiving institution, the overall benefit of the mobility and determines any amount of the allocated financial support that the Participant is required to return.

11.1.3 The participant grossly violates the study regulations of the receiving institution and/or the ethical values and principles set out in article 12 of this Agreement. The Sending Institution is entitled to terminate the mobility on the basis of the findings and to request the return of all of the financial support or a part thereof.

11.1.4 The Participant does not submit the required documents by the deadline set out in article 10 of this Agreement. This deadline may be extended only for legitimate reasons and after agreement with the Sending Institution.

11.1.5 The Participant shortens the mobility or the dates of the mobility duration specified in Article 2.1 of this Agreement do not correspond to the dates specified in the Confirmation of Erasmus+ Period, with the understanding that, for mobility lasting more than 30 days, the difference in these dates may not be more than five calendar days. In the event of shortening the mobility, the Participant must inform the Sending Institution immediately and agree on the next course of action. This also applies to situations subject to *force majeure* and circumstances which make it impossible to continue the mobility. Cases of *force majeure* are subject to the assessment of the Czech National Agency. On the basis of the documentation submitted and the findings, the Sending Institution will assess the justification for shortening mobility and determine the amount the Participant is required to return from the allocated financial support.

11.2 The request to return the entire financial support or a part thereof is sent to the Participant's personal e-mail address specified in the heading of this Agreement, and the Participant is required to transfer the amount to the Sending Institution's account within 30 days of delivery of this request.

12 Ethics and Values

Mobility must be carried out in accordance with the highest EU ethical standards and valid legal regulations as well as international and national regulations on ethical principles. The Participant undertakes to respect the fundamental values of the EU (such as respect for human dignity, freedom, democracy, equality, the rule of law, and human rights, including the rights of minorities).

13 Data Protection

13.1 The Declaration on Protection of the Participant's Personal Data as a part of the Erasmus+ programme (Privacy Notice) is published by the Sending Institution here: <https://cuni.cz/UK-12990.html>. The Participant's personal data is also entered into the Erasmus+ electronic mobility management systems: <https://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>.

13.2 All personal data contained in the Agreement will be processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as amended, the legal regulations of the Sending Institution, Regulation (EU) 2018/1725 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, as amended. This data must be processed solely in connection with performance of the Agreement and subsequent activities in accordance with the subject matter of this Agreement by the Sending Institution, the Czech National Agency, and the European Commission, without prejudice to the possibility of transmitting the data to the authorities responsible for control and audit in accordance with EU law/the Court of Auditors or the European Anti-Fraud Office (OLAF).

13.3 Upon written request, the Participant may access their personal data and correct information that is inaccurate or incomplete. Any questions regarding the processing of their personal data should be directed to the Sending Institution and/or the Czech National Agency. The Participant may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor regarding the use of the data by the European Commission

13.4 By signing this Agreement, the Participant confirms that they have been acquainted with the Declaration on Protection of the Participant's Personal Data as a part of the Erasmus+ programme (Privacy Notice) and acknowledges and agrees to the conditions for the processing of personal data set out in this Declaration as well as in this article.

14 Controls and Audits

The Parties undertake to provide any detailed information requested by the European Commission, the Czech National Agency, or any other external body mandated by the European Commission or the Czech National Agency to monitor the proper

implementation of the mobility and the provisions of this Agreement.

15 **Liability**

Each of the parties to this Agreement will exempt the other party from any civil liability for damage incurred by it or its employees as a result of the performance of this Agreement, unless such damage is the result of serious and wilful misconduct by either party or its employees. The Czech National Agency, the European Commission, or their employees are not liable in the event of an insurance claim under this Agreement in relation to any damage arising during the mobility. Consequently, the Czech National Agency or the European Commission will not honour any request for damages accompanying such claim.

16 **Termination of the Agreement**

16.1 In the event that the Participant does not fulfil any of their obligations under this Agreement, regardless of the consequences under applicable law, the Sending Institution is legally entitled to terminate or withdraw from the Agreement without any further legal formality if the Participant fails to take corrective measures within one month of receipt of notice by registered post at the address stipulated in the heading of this Agreement. In addition, the Participant will be informed of this fact by means of the personal e-mail address stipulated in the heading of this Agreement.

16.2 In the event of termination of the Agreement by the Participant due to “*force majeure*”, i.e. an unforeseeable and exceptional situation or event beyond the Participant’s control and not due to their fault or negligence, the Participant is entitled to at least a part of the financial support corresponding to the actual duration of the mobility. Any remaining funds must be returned.

17 **Final Provisions**

17.1 This Agreement is drawn up in two originals, of which each party receives one copy.

17.2 The Agreement comes into effect on the day of its signing by the last party.

17.3 Changes to the Agreement must be agreed upon in writing by both parties in the form of a letter or electronic message. Any amendments to the Agreement must be made in writing.

17.4 This Agreement is governed by the laws of the Czech Republic.

17.5 The competent court determined in accordance with applicable national law will have exclusive jurisdiction over any dispute between the institution and the Participant regarding the interpretation, application, or validity of this Agreement, unless such dispute cannot be resolved by an agreement of both parties.

17.6 The following annexes are an integral part of this Agreement:

Annex 1: Erasmus+ Learning Agreement Student Mobility for Studies/for Traineeships

Annex 2: Erasmus+ Student Charter, available electronically at: <https://cuni.cz/UK-11381.html>

17.7 The provisions and terms of this Agreement take precedence over the provisions in the annexes.

17.8 By signing this Agreement, the Participant confirms that they have been acquainted with and understand the content of the annexes, which are an integral part of this Agreement.

Date:

Date:

Participant:

On behalf of the Sending Institution: