

FINANCIAL AGREEMENT FOR ERASMUS+ STUDY STAY

Concluded according to the Article 1746 Par.2 of the Act.89/2012, Coll., the Civil Code

No. _____/_____

(to be used in all correspondence)

Between:

I. The Technical University of Liberec – Faculty of

Address: Studentská 1402/2, 461 17 Liberec 1

tel:, e-mail:,

represented by the Dean

Erasmus ID Code: CZ LIBEREC01

Called hereafter "the institution"

and

II. Name and Surname,

permanent address:,

tel:, e-mail:, emergency contact:

date of birth:, Nationality:, gender (F/M/other) :

study cycle: [First cycle/Second cycle/Third cycle/One-cycle study programme]

subject area: [degree in sending institution]

Code ISCED-F.....

Called hereafter "the beneficiary"

bank details (the name of the bank, account number, currency of the account):

.....

Called hereafter "the beneficiary",

HAVE AGREED

The Conditions overleaf and Annexes below:

Annex I Granting Funds to the Beneficiary

Annex II General Conditions

<http://www.tul.cz/studenti/erasmus>

Annex III Eligibility Criteria for Programme Erasmus+ Study Stay

<http://www.tul.cz/studenti/erasmus>

Annex IV Learning Agreement for Study Stay

Annex V Erasmus+ Student Charter

which form an integral part of this agreement (hereafter “**the agreement**”).

CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

- 1.1 The purpose of this agreement is to stipulate the obligations of both parties involved in the organisation of the study stay of the beneficiary in a foreign country within the Erasmus+ programme.
- 1.2 The sending institution will provide financial support to the beneficiary for undertaking a study stay abroad.
- 1.3 The beneficiary undertakes to carry out a study stay abroad as described in the Learning Agreement, acting on his/her own responsibility.
- 1.4 The beneficiary hereby declares to have taken note of and accepted the terms and conditions set out in the present agreement. Any amendment or supplement to the agreement must be requested in writing and agreed upon by both parties by a signature or in an electronic message.
- 1.5 The beneficiary declares that s/he meets the Eligibility Criteria for Erasmus+ Study Stays specified in Annex III.
- 1.6 The beneficiary shall remain being a student of the sending institution during the entire study stay abroad.

ARTICLE 2 – ENTRY INTO FORCE AND DURATION

- 2.1 The agreement shall enter into force on the date when the last of the two parties signs and it ends no later than by the fulfilment of all obligations of both parties
- 2.2 The activities detailed in the agreement shall take place from 1 June 6, 20__ to 30 September, 20__.

ARTICLE 3 – SPECIFICATIONS OF THE STUDY STAY

- 3.1 The beneficiary undertakes to participate in the study stay abroad from.....to i. e. a total of days. The start day of the stay shall be the first day that the participant needs to be present at the host institution or the first day of the language course. The end day of the period abroad shall be the last day the participant needs to be present at the host institution.
- 3.2 The Study Stay shall be completed at the following institution:
The name and address of the host institution:
.....
Country: Erasmus ID code:
- 3.3 The total length of the stay, inclusive of the previous participation in the Lifelong learning programmes within the framework of sub-programmes of Erasmus, must not exceed 12 months in one study cycle, including any zero grant period.
- 3.4 Demands to the institution to extend the period of stay should be introduced at least one month before the end of the mobility period.
- 3.5 The Transcript of Records or Traineeship Certificate (or statement attached to these documents) shall provide the confirmed start and end dates of duration of the mobility period.

ARTICLE 4 – FINANCING THE STUDY MOBILITY PERIOD

- 4.1 ☐ The beneficiary shall receive for the period from _____ to _____, i.e. _____ months and _____ days the financial support that shall amount toEUR, which makes itEUR monthly.

The total amount for the duration of the mobility is determined by multiplying the number of months of the mobility set out in Article 4.1 and the corresponding rate for the month for the respective host country. In the case of incomplete months, the financial support is calculated by multiplying the number of days in the incomplete month and 1/30 unit costs per month.

4.2 Financial support for the beneficiary means:

financial support from the EU funds ☐

EU zero-grant ☐

financial support from the EU sources in combinations with days of the EU zero-grant ☐

4.3. Financial support includes:

support for beneficiaries with special needs ☐

financial support for students from disadvantaged socio-economic backgrounds [based on the definition given by the national agency¹]

4.4 The reimbursement of costs incurred in connection with special needs, when applicable, shall be based on the supporting documents provided by the participant.

4.5 The financial support may not be used to cover similar costs already funded by the EU funds.

4.6 Notwithstanding article 4.5, the grant is compatible with any other funding including revenue the participant could receive while working beyond the study stay plan when involved in activities listed in Annex I.

4.7 The financial support or part thereof shall be repaid if the participant does not comply with the terms of the agreement. If the participant terminates the agreement before it ends, he/she shall have to refund the amount of the grant already paid, except if agreed differently with the sending institution. However, when the participant has been prevented from completing his/her mobility activities as described in Annex I due to force majeure, he/she 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 sending institution. Such cases shall be reported by the sending institution and accepted by the National Agency. The participant is obliged to keep accounting documents and contractual documentation proving the costs associated with the mobility in case that force majeure is applied and the participant claims a reimbursement of the costs

4.8 The amount of the grant is subject to the table of the Erasmus + scholarships and grants allocated in the year 20__/20__

4.9 The grant is intended to offset the increased living costs during the study stay abroad.

ARTICLE 5 – PAYMENT CONDITIONS

5.1 Within 30 days following the signature of the agreement by both parties, and no later than the start date of the mobility period or upon receipt of confirmation of arrival, a pre-financing payment shall be made to the participant representing 70% to 100% of the amount specified in Article 4 for one semester. In the case that the participant did not provide the supporting documents in time (according to the sending institution's timeline), a later payment of the pre-financing can be exceptionally accepted.

5.2 If the payment under Article 5.1 is lower than 100% of the maximum grant amount, the submission of the on-line EU survey and the completion of the evaluation of languages skills at the end of the

1 Definition provided at: <http://www.naerasmusplus.cz/cz/mobilita-osob-vysokoskolske-vzdelavani/studenti-ze-znevychodneneho-socio-ekonomickeho-prostredi/>

mobility shall be considered as the participant's request for payment of the balance of the financial support. The institution shall have 45 calendar days to make the balance payment or to issue a recovery order in the case a reimbursement is due.

ARTICLE 6 – INSURANCE

6.1 The beneficiary undertakes to procure a medical insurance valid in the country of the stay.

6.2 Confirmation of securing health insurance shall be part of this contract. *[Usually basic coverage is provided by the national health insurance of the participant also during his/her stay in another EU country through the European Health Insurance Card. However, the coverage of the European Health Insurance Card or private insurance may not be sufficient, especially in the cases of repatriation and specific medical intervention. In that case, a complementary private insurance might be useful. It is the responsibility of the student's sending institution to ensure that the participant is aware of health insurance issues].*

ARTICLE 7 – ON-LINE LINGUISTIC SUPPORT

7.1 If the main language of the Study Stay is Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Irish Gaelic, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish, or Swedish, the beneficiary who is not a native speaker of the language will complete the on-line evaluation of his/her language skills prior to the Study Stay and once more at its end, or in terms approved of by the sending institution. The beneficiary will notify the institution without any delay when unable to perform the on-line evaluation.

7.2 The participant shall follow the OLS language course, starting as soon as they receive access and making the most out of the service. The participant shall immediately inform the institution if he/she is unable to carry out the course, before accessing it.

ARTICLE 8 – ACADEMIC RECOGNITION OF CREDITS FROM THE STUDY STAY

8.1 Prior to the departing abroad the beneficiary shall specify his/her study plan to be carried out at the host institution. This plan must be submitted in writing to both the sending and host institutions for approval. Upon the approval of the study plan and acceptance of other conditions by the sending and host institutions and the beneficiary, a Learning Agreement is established, that is binding for all three parties. The minimum number of credits gained is 18 out of 30 per semester.

8.2 By signing the learning agreement the sending institution declares that:

- it agrees with the beneficiary's study plan to be carried out at the host institution;
- the specified study plan is not inconsistent with the curricula of the study programme of the beneficiary at the sending institution;
- it will recognize fully the part of studies completed at the host institution as a substitute for the studies at the sending institution. This recognition may be refused only if the beneficiary fails to complete the approved study plan specified in the Learning Agreement.

ARTICLE 9 - BENEFICIARY'S OBLIGATIONS DURING THE STUDY STAY

Beneficiary's obligations are:

- to complete the approved study plan at the host institution, i. e. to complete the minimum requirements specified in the learning agreement;
- to ensure that all and any changes in the learning agreement are approved in writing by the host and sending institutions immediately after they occur; in the case of changes in the learning agreement upon the student's arrival at the host institution, the approval of changes shall happen no later than one month after the study start.

ARTICLE 10 - BENEFICIARY'S DUTIES AFTER THE STUDY STAY

After the study stay, the beneficiary undertakes to submit the following documents to the Erasmus Office of the TUL and/or the Faculty as previously agreed:

- The original of the Confirmation of Erasmus+ Study Period. This document is issued by the host institution, providing information on the actual length of the study stay, and the beneficiary shall submit it no later than **15 days after the end of the stay**.
- A copy of the Transcript of Records. This document shall be in accordance with the Learning Agreement and all its amendments. The beneficiary will submit it no later than **45 days after the end of the stay** or at the latest by 15 October, 20__, whichever occurs first.
- 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. Participants who fail to complete and submit the online EU Survey may be required by their institution to partially or fully reimburse the financial support received. The details will be sent to the contact email address provided by the beneficiary. The Final Report shall be completed and submitted within 15 days after the stay termination.
- A complementary online survey may be sent to the participant allowing for full reporting on recognition issues.

ARTICLE 11 - REIMBURSEMENT OF THE GRANT FUNDS

11.1 The beneficiary is aware of the fact that the TUL may require:

- reimbursement of any pre-financing payments if the stay is terminated before the end date stated in the agreement; the beneficiary shall keep the funds for the actual amount of days spent abroad, but shall return all remaining funds.
- reimbursement of the full grant or its part if the beneficiary does not meet the conditions stated in the approved plan and/or does not obtain at least 18 ECTS credits per semester.
- reimbursement of the full grant or its part if the required documentation stated in Articles 8 and 9 of this agreement is not produced within the time stated in the approved timeframe.

11.2 The sending institution shall consider the circumstances which may have occurred in the given situation, and it shall determine the amount to be reimbursed by the beneficiary.

11.3 The previous provisions shall not apply when the participant has been prevented from completing his/her obligations due to force majeure, i. e. proven unforeseeable and exceptional events or circumstances beyond his/her control and not attributable to error or negligence on his/her part, and which have been reported to the Erasmus+ coordinators at the sending faculty and the International Office of the TUL.

ARTICLE 12: LAW APPLICABLE

12.1 The contract is governed by the law of the Czech Republic.

12.2 The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the institution and the beneficiary concerning the interpretation, application or validity of the agreement, if such dispute cannot be settled amicably.

ARTICLE 13: FINAL PROVISIONS

13.1 This agreement may be amended only by written amendments numbered in ascending order, signed by both parties. In this context, the parties undertake, in particular to conclude an amendment to this agreement when it becomes necessary to adjust the contractual relationship established by this

agreement according to the terms of the grant agreement of the programme Erasmus+ for the academic year 20__/20__. In compliance with the previous provision, the participant undertakes to conclude an amendment no later than 10 days after being informed about such necessity by the sending institution.

The agreement is produced in three copies, each of which shall be deemed to be an original prepared for all parties, the Erasmus Office of the TUL, the Dean's Office of the Faculty and the beneficiary.

Dean- TUL:
Surname / Name:

.....

Signature:

Date:

TUL Coordinator:
Surname / Name:

Ing. Přeučilová Radka

Signature:

Date:

Beneficiary:
Surname / Name:

.....

Signature:

Date:

ANNEX I – Granting Funds to the Beneficiary

Financial Agreement Annex – FD number:

Name, Surname, Title:	.....	Personal Number:	.....
Address:	.....	
Date of birth:	.....	Citizenship:	.....
Tel.:	.....	E-mail:	.....

Country, town:	..... .....	Amount of grant per one month in EUR:	
Mobility start:		Mobility end:	
Total amount of days:		Total amount of grant in EUR:	
Grant Erasmus + (EC __)		Grant of the Ministry (source 10020)	

In Liberec on:

Budget Executive

.....

Budget Administrator

.....

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 the Czech 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 the Czech Republic 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 sending organisation.

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 sending organisation.

Article 3: Data Protection

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 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 sending 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 sending institution 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 4: Checks and Audits

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