



## FINANCIAL AGREEMENT FOR ERASMUS+ TRAINEESHIP STAY within Programme Countries

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

No. \_\_\_\_\_ / \_\_\_\_\_

*(to be used in all correspondence)*

I. The Technical University of Liberec – Faculty of .....

address .....

tel: ....., e-mail: .....

represented by the Dean .....

*Erasmus ID Code: CZ LIBEREC01*

*Called hereafter "the institution"*

**and**

II. Name and Surname .....

official address: .....

tel: ....., e-mail: .....

date of birth ....., nationality ....., gender .....

contact for emergencies (name, phone, e-mail) .....

number of completed higher education study years....., study cycle: bachelor / master / doctoral

Code ISCED-F.....

[http://ec.europa.eu/education/tools/isced-f\\_en.htm](http://ec.europa.eu/education/tools/isced-f_en.htm)

*Called hereafter "the beneficiary"*

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

.....

.....

Have agreed to the Special Conditions and Annexes below which form an integral part of this agreement ("*the agreement*"):

- Annex I Granting Funds to the Beneficiary
- Annex II General Conditions
- Annex III Eligibility Criteria for Programme Erasmus+ Study Stay
- Annex IV Learning Agreement for Study Stay
- Annex V Erasmus+ Student Charter

## 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 traineeship 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 traineeship stay abroad.
- 1.3 The beneficiary undertakes to carry out a traineeship stay abroad as described in Annex IV, the Agreement for the Traineeship Stay, 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 letter or in an electronic message.
- 1.5 The beneficiary declares that s/he meets the Eligibility Criteria for Erasmus+ Traineeship Stay specified in Annex III.

### 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 20\_\_\_, to 30 September, 20\_\_\_.

### ARTICLE 3 – SPECIFICATIONS OF THE TRAINEESHIP STAY

- 3.1 The beneficiary undertakes to participate in the traineeship 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. The end day of the period abroad shall be the last day the participant needs to be present at the host institution.
- 3.2. Eligible activities of the beneficiary during the Traineeship Stay are full-time employment obligations at the host institution (hereafter "host company").
- 3.3 The role of the host company can be undertaken by any public or private enterprise which is in agreement with the Eligibility Criteria for Erasmus+ for Traineeship Stays, mainly with the following ones:
  - a) it must have a legal entity status in one of the so called Programme countries of Erasmus+
  - b) its activity must be relevant to the study area of the beneficiary from the TUL
  - c) it must not be included among the ineligible institutions
- 3.4 The Traineeship Stay shall be completed at the following institution:  
**The name of the host institution:**  
.....**Country:** .....
- Erasmus ID code (in the case of a Higher Education Institution):** .....

- 3.5 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.
- 3.6 Demands to the institution to extend the period of stay should be introduced at least one month before the end of the mobility period.
- 3.7 The Certificate of Attendance for the Erasmus Traineeship Stay will confirm its dates of commencement and termination.

#### **ARTICLE 4 – FINANCING OF THE TRAINEESHIP STAY ABROAD**

- 4.1  The beneficiary shall receive for the period **from** \_\_\_\_\_ **to** \_\_\_\_\_, **i.e.** \_\_\_\_\_ **months and** \_\_\_\_\_ **days** the financial support that shall **amount to** .....EUR, **which makes it** .....EUR **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 sources
- 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 agency<sup>1</sup>]

- 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 working beyond the traineeship stay plan.
- 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.
- 4.8 The amount of the grant is subject to the table of the Erasmus + scholarships and grants allocated in the relevant year.

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

4.9 The grant is intended to offset the increased living costs during the Traineeship 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 mobility period 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 case a reimbursement is due.

## ARTICLE 6 – INSURANCE

The beneficiary undertakes to procure a relevant type of insurance.

**6.1 Health insurance coverage:** is the responsibility of:

beneficiary                       host organisation                       sending institution

Insurance Nr.: ..... Insurance Company Name: .....

The beneficiary undertakes to procure health insurance coverage valid for the country of the stay abroad. The sending institution has the responsibility to ensure that the beneficiary is aware of health insurance issues abroad.

*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 cases of repatriation and specific medical intervention. In that case, a complementary private insurance might be useful. It is the responsibility of the sending institution of the student to ensure that the participant is aware of health insurance issues.]*

**6.2 Liability insurance coverage:** is the responsibility of:

beneficiary                       host organisation                       sending institution

Insurance Nr.: ..... Insurance Company Name: .....

The sending institution is obliged to check that the beneficiary has procured this type of insurance for the purposes of the Erasmus+ traineeship mobility period abroad.

**6.3 Accident insurance coverage:** is the responsibility of:

beneficiary                       host organisation                       sending institution

Insurance Nr.: ..... Insurance Company Name: .....

The sending institution is obliged to check that the beneficiary has procured this type of insurance for the purposes of the Erasmus+ traineeship mobility abroad. The beneficiary shall submit a copy of the front page of a valid insurance contract prior to the signature of the Financial Agreement.

## 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. Participants with a C2 level at the initial language assessment are exempted from taking the final language assessment]. The completion of the online assessment before departure is a prerequisite for the mobility, except in duly justified cases.

- 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.
- 7.3 The payment of the final instalment of the financial support is subject to the completion of the compulsory OLS language assessment at the end of the mobility.

#### **ARTICLE 8 – ACADEMIC RECOGNITION OF THE TRAINEESHIP STAY**

- 8.1 Prior to the departing for the Traineeship Stay abroad the beneficiary shall specify his/her work 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 work plan and acceptance of other conditions by the sending and host institutions and by the beneficiary, a Learning Agreement for the Traineeship Stay is established, that is binding for all three parties.
- 8.2 By signing the work plan the sending institution declares that:
- it agrees with the beneficiary's work plan to be carried out at the host institution,
  - it shall fully recognise the completed traineeship stay by assigning it ECTS credits or by recording the completed Traineeship Stay in the Diploma Supplement.

#### **ARTICLE 9 - BENEFICIARY'S OBLIGATIONS DURING THE TRAINEESHIP STAY**

Beneficiary's obligations are:

- to complete the approved work plan at the host institution
- to ensure that all and any changes in the work plan are approved in writing by the host and sending institutions in the way identical to the original process of approval

#### **ARTICLE 10 - BENEFICIARY'S OBLIGATIONS AFTER THE TRAINEESHIP STAY**

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

- The Certificate of Attendance for the Erasmus Traineeship Stay (a document issued and confirmed by the host institution, providing information on its commencement, termination and achievements) within 15 days after the termination of the stay.
- The Final Report from the Traineeship Stay in the online application of the European Commission. The beneficiary will be provided with access details to the application the day after the stay's termination. 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 questionnaire might be sent to the beneficiary with a request to fill in additional details so that a complete report on the recognition process of the stay results.
- Online evaluation of the language skills at the end of the Traineeship Stay in agreement with the timeline approved by the sending institution.

#### **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.

- 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 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:

.....

TUL Coordinator:  
Surname / Name:

Ing. Přeučilová Radka .....

Beneficiary:  
Surname / Name:

Signature:

Date:

Signature:

Date:

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

.....

## **Annex II**

### **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 45/2001 and Regulation (EU) 2016/679 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 with The Office for Personal Data Protection (Úřad pro ochranu osobních údajů) with regard to the use of these data by the sending institution, the National Agency, or 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.