

Erasmus+
Grant Agreement for Student Mobility for Traineeship No. /2020

Tomas Bata University in Zlín, CZ ZLIN01

public higher education institution established in compliance with the Act No. 404/2000 Coll., on the establishment of Tomas Bata University in Zlín

Address: nám. T. G. Masaryka 5555, 760 01 Zlín

Identification Number: 70883521

Tax Identification Number: CZ70883521

Represented by: Prof. Ing. Vladimír Sedlařík, Ph. D., Rector

Person in charge of implementation: Mgr. Hana Toncrová, tel.: 420576032201, email: toncrova@utb.cz

hereinafter referred to as “institution” as the first party

and

SURNAME NAME

Student ID number:

Telephone:

E-mail:

Student with:

grant allocated from Erasmus+ EU funds

EU zero-grant

The grant includes:

grant allocated from Erasmus+ EU funds combined with zero-grant

support for a participant with special needs

financial support for students coming from disadvantaged socioeconomic background [in compliance with the definition specified by NA¹]

Bank account where the grant should be paid/CZK:

Bank account holder:

Bank name:

hereinafter referred to as “participant” or “recipient” as the second party, have negotiated the below mentioned special terms and conditions and appendices, which constitute integral part of this Grant Agreement (hereinafter referred to as “Agreement”):

Appendix I Learning Agreement for Traineeship, Acceptance Letter

Appendix II General Conditions

Appendix III Erasmus Student Charter

The traineeship shall take place at the following institution:

Country:

Provisions under Special Terms and Conditions shall take precedence over the terms and conditions specified in the Appendices.

¹ The definition is available at: <http://www.naerasmusplus.cz/cz/mobilita-osob-vysokoskolske-vzdelavani/studenti-ze-znevyhodneneho-socio-ekonomickeho-prostredi/>

SPECIAL TERMS AND CONDITIONS

ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.1 The institution will provide the participant of the mobility with a grant in order to enable him/her to take part in a traineeship within the Erasmus+ programme.
- 1.2 The participant accepts the grant in the amount specified in Article 3 and undertakes to take part in the mobility for the purpose of a traineeship as specified in Appendix I.
- 1.3 Amendments to the Agreement must be requested in writing and approved by both the parties in the form of a letter or an email.

ARTICLE 2 – VALIDITY OF AGREEMENT AND DURATION OF THE MOBILITY

- 2.1 The Agreement comes into force on the day on which it is signed by the last of the two contracting parties.
 - 2.2 The authorized activities may take place in the period from 1 June 2019 to 30 September 2020.
- Only the following activities are considered to be authorized activities within a traineeship:
- Placement in the host organization corresponding to a full-time job
- 2.3 The mobility shall commence no earlier than [1. 9. 2019] and shall be completed no later than [30. 11. 2019]. The first day on which the presence of the participant is required at the receiving institution is considered the start date of the mobility period. The last day on which the presence of the participant is required at the receiving institution/organization is considered the end date of the mobility period.
 - 2.3 The participant shall obtain a grant from the EU funds and/or the MEYS for 90 days.
 - 2.4 The total duration of the mobility period, including previous participation in the Lifelong Learning Programme within the Erasmus sub-programme, shall not exceed 12 months per one cycle of studies.
 - 2.5 The request to extend the period of stay shall be submitted at least one month before the end of the mobility period.
 - 2.6 The Traineeship Certificate or the declaration enclosed to these documents shall provide the confirmed start and end dates of duration of the mobility period.

ARTICLE 3 – FUNDING

- 3.1 The recipient shall receive for the *TRAINEESHIP* for the period

from: **01.09.2019** to: **30.11.2019**
i.e. **3 months and 0 days**, a grant from the EU funds and/or from the state budget resources intended to secure additional money for the final user within the Erasmus+ programme amounting to EUR² **1,440**, corresponding to EUR 480 per 30 days (hereinafter referred to as “financial support”).
In the year 2019 the student shall receive a grant of: EUR² **1,440 per 90 days**.

- 3.2 The recipient shall not receive a grant for the period from XX to XX, i.e. XX days, but shall be for any other purposes considered an Erasmus+ programme participant (zero-grant student).
- 3.3 The final amount for the mobility period shall be determined by multiplying the number of months of the mobility specified in Article 2.3, with the rate applicable per month for the relevant receiving country. In case of incomplete months, the grant amount is calculated by multiplying the number of days in the incomplete month with 1/30 of the unit cost per month.
- 3.4 The reimbursement of additional costs incurred in connection with the support for special needs participants, when applicable, shall be based upon the documentary evidence provided by the participant of the actual additional costs.
- 3.5 Regardless of Article 3.4, the grant is compatible with any other source of funding, including revenue that the participant could receive working beyond his/her traineeship as long as s/he carries out the activities foreseen in Appendix I.
- 3.6 The grant is a contribution towards increased living costs during the stay abroad.
- 3.7 The sending institution is not obliged to arrange accommodation for the authorized recipient in the country where the traineeship shall take place.
- 3.8 In the event that the participant violates the terms of the Agreement, the grant or a part of it must be refunded. In the event that the participant terminates the Agreement prior to expiry of the Agreement, or in the event that s/he fails to observe the terms of the Agreement, s/he is obliged to refund the part of the grant which has already been awarded to him/her, unless agreed differently with the sending institution. However, in the event

2 At the end of the 2019/2020 academic year, the sending institution shall make a decision on the relevant sources of funding to be used for the payment of the scholarship.

that the participant is not able to complete the mobility, as specified in Appendix 1 – due to “Force Majeure”, the participant is eligible for a grant in the amount corresponding to the actual duration of the mobility, as specified in Article 2.2. The remaining amount of the grant must be refunded, unless agreed differently with the sending institution. Such cases shall be reported by the sending institution and approved by the National Agency for European Educational Programmes. The participant is obliged to store accounting records and contractual documentation for costs incurred in connection with the mobility, the reimbursement of which s/he would claim in the event of “Force Majeure”.

- 3.9 The grant cannot be used to cover similar expenses that are already being funded from the EU resources.

ARTICLE 4 – TERMS OF PAYMENT

- 4.1 Within 30 calendar days of signing of the Agreement by both parties, and no later than the start date of the mobility period or of obtaining the Confirmation of Arrival, a pre-financing payment shall be made to the participant representing 70% to 100% of the amount specified in Article 3 per semester. In the event that the participant fails to submit the required documents in a timely manner (in accordance with the schedule of the sending institution), a later pre-financing payment can exceptionally be approved.
- 4.2 If the payment under Article 4.1 is lower than 100% of the maximum grant amount, the online submission of the Final Report (EU Survey) will be considered as the participant’s request for payment of the balance of the grant. 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 5 – INSURANCE

- 5.1 The participant is obliged to arrange appropriate medical insurance.
- 5.2 **Insurance of medical expenses:**
The recipient undertakes to arrange medical insurance valid in the target country for the duration of the traineeship abroad. The sending institution is obliged to verify that the authorized recipient has been acquainted with the system of medical insurance abroad and related issues.
The recipient declares that s/he has been acquainted with the system of medical insurance abroad and related issues. The recipient is obliged to submit a copy of duly arranged insurance of medical expenses.
Person responsible for arranging the medical insurance: recipient
Number of medical insurance contract:
Name of the insurance company:
- 5.3 **Insurance of liability for damage:**
The recipient undertakes to arrange insurance of liability for damage valid in the target country for the duration of the traineeship abroad. The recipient declares that s/he has been acquainted with the system of medical insurance abroad and related issues. The recipient is obliged to submit a copy of duly arranged insurance of liability for damage.
Person responsible for arranging the medical insurance: recipient
Number of medical insurance contract:
Name of the insurance company:
- 5.4 **Accident insurance:**
The recipient undertakes to arrange accident insurance valid in the target country for the duration of the traineeship abroad. The recipient declares that s/he has been acquainted with the system of medical insurance abroad and related issues. The recipient is obliged to submit a copy of duly arranged accident insurance.
Person responsible for arranging the medical insurance: recipient
Number of medical insurance contract:
Name of the insurance company:
- 5.5 Prior to his/her departure, the participant is obliged to get acquainted with the security situation in the country in which the mobility period is to take place and consider registering with the Voluntary Registration of Czech Citizens Travelling Abroad system (DROZD -<https://drozd.mzv.cz/>).
- 5.6 In case of a crisis situation, the participant is obliged to inform the host and the sending institution without delay.

ARTICLE 6 – ONLINE LANGUAGE SUPPORT

- 6.1 The participant is obliged to undertake online assessment of language skills prior to the commencement of the mobility period and at the end of the mobility period. The completion of the online assessment before departure is a pre-requisite for the mobility, except in duly justified cases.
- 6.2 The level of language competence in **English** that the student already has or undertakes to acquire by the start of the mobility period is: B2
- 6.3 In the event that the participant has logged on to the OLS online language course, s/he undertakes to follow the OLS online language course, starting as soon as s/he receives access to the system and making the most out of the service. The participant shall immediately inform the institution if s/he is unable to carry out the course, before accessing it.

ARTICLE 7 – REPORT SUBMISSION

- 7.1 The recipient undertakes to submit to the sending institution the following documents:

- Traineeship Certificate (a document issued and confirmed by the host organization, including exact start date and end date of the traineeship period and results of the traineeship) within 7 days of delivery of the Traineeship Certificate from the foreign institution, however, no later than 30 December 2019.
- Confirmation of Arrival (a document issued and confirmed by the receiving institution, including the exact start date of the traineeship period) before 8 September 2019 (7 calendar days of the beginning of the traineeship) in the electronic form.
- Confirmation of Departure (a document issued and confirmed by the receiving institution, including the exact end date of the traineeship period) before 8 December 2019 (7 calendar days of the completion of the traineeship) in the electronic form.

ARTICLE 8 – PARTICIPANT’S FINAL REPORT (EU SURVEY)

- 8.1 The participant shall complete and submit the online final report (EU Survey) after completing the mobility abroad before **30 December 2019** (within 30 calendar days of receipt of the invitation to complete it). The participant shall receive the access data after completing the mobility to his/her email. Participants who fail to complete and submit the online final report (EU Survey) may be required by their institution to partially or fully reimburse the financial support awarded.
- 8.2 A complementary online survey may be sent to the participant allowing for full reporting on recognition issues.

ARTICLE 9 – SANCTIONS

- 9.1 Rector’s Directive - International Mobility of TBU Students and of Incoming International Students at TBU - in the version effective as of the date on which this Grant Agreement is signed and available on the website of the University constitutes integral part of this Grant Agreement.
- 9.2 Sanctions shall be imposed in compliance with this Directive, as follows:
- 9.3 In the event that the student fails to fulfil the traineeship plan, a financial penalty may be imposed on him/her, depending on the amount of the grant awarded.
- 10 % of the allocated grant in the event that the student fails to send a scanned copy of the Confirmation of Arrival as an attachment to email to the institutional coordinator in charge of administration within 7 calendar days of the commencement of the traineeship period
 - 10 % of the allocated grant in the event that the student fails to send a scanned copy of the Confirmation of Departure as an attachment to email to the institutional coordinator in charge of administration within 7 calendar days of the termination of the traineeship period
 - 10 % of the allocated grant in the event that the student fails to complete the final language skills test within his/her account on the Online Linguistic Support (OLS) web portal
 - 10 % of the allocated grant in the event that the student fails to send a scanned copy of the Traineeship Certificate from the institution abroad as an attachment to email to the institutional coordinator in charge of administration within 7 calendar days of its receipt
 - 10 % of the allocated grant in the event that the student fails to complete the Final Report within 30 days of the termination of the study period (the link to the form will be sent to the student by email)
 - In the event that the student fails to submit the required documents, a contractual fine of up to 100% of the allocated grant may be imposed on him/her; in such a case, the mobility may be considered as not implemented, and, therefore, will not be recognized.
- 9.4 This provision does not apply in the event that the recipient has been prevented from fulfilling the approved Training Agreement by “Force Majeure”, i.e. unforeseeable exceptional circumstances or incident, which the recipient could not have influenced and which have not occurred due to his/her aberrance or negligence. The recipient is obliged to report such circumstances to the Erasmus+ programme coordinator at the sending institution without delay.

ARTICLE 10 – ACADEMIC RECOGNITION OF TRAINEESHIP

- 10.1 Prior to his/her departure abroad, the recipient shall draw up a detailed traineeship plan (Training Agreement) at the host organization that s/he shall submit for approval in writing to the sending institution and the host organization. The Agreement, which is binding on all the three parties, originates with the traineeship plan being approved.
- 10.2 By signing the given Training Agreement, the recipient, the sending institution and the host organization confirm that they shall adhere to the principles of the Quality Commitment, which are included in the Training Agreement.
- 10.3 By signing the given Training Agreement the sending institution declares that:
- It approves of the Training Agreement selected by the recipient in the host organization;
 - It will ensure full recognition of the traineeship by awarding ECTS credits or by recording the training period in the Diploma Supplement.
- 10.4 The authorized recipient is obliged to:
- Fulfil the approved Training Agreement in the host organization;
 - Ensure that all changes to the Training Agreement are approved in writing by the host organization, as well as by the sending institution, and that immediately after they occur; in case of changes to the Training

Agreement made after the student's arrival in the host organization within one month of the arrival at the latest;

- After completion of the training period, submit the Traineeship Certificate.
- 10.5 In the event that the Traineeship Certificate does not correspond to the Training Agreement approved, the sending institution shall evaluate the general benefits of the traineeship and appropriately specify the sanctions (reimbursement of a part of or the entire grant awarded). This provision does not apply in the event that the recipient has been prevented from fulfilling the approved Training Agreement by "Force Majeure", i.e. unforeseeable exceptional circumstances or incident, which the recipient could not have influenced and which have not occurred due to his/her aberrance or negligence. The recipient is obliged to report such circumstances to the Erasmus+ programme coordinator at the sending institution.
- 10.6 The recognition of the traineeship may be rejected only if the authorized recipient fails to fulfil the approved Training Agreement.

ARTICLE 11 – GOVERNING LAW AND COMPETENT COURT

- 11.1 The Agreement adheres to the system of law of the Czech Republic.
- 11.2 The competent court stipulated in accordance with the relevant national legal regulations is exclusively competent to act on disputes between the institution and the participant with regard to the interpretation, invocation or validity of this Agreement, in the event that such a dispute cannot be settled by an agreement between the two parties.

SIGNATURES

On behalf of the participant:

Surname, name

Josef Osička

Signature

On behalf of the sending institution:

Surname, name, position

Prof. Ing. Vladimír Sedlařík, Ph.D., Rector

Signature

In Zlín on

In Zlín on

Appendix II

GENERAL TERMS AND CONDITIONS

Article 1: Liability for Damage

One contracting party shall release the other contracting party from any civil liability for any damage incurred by the first mentioned contracting party or by its staff due to the performance of this Agreement, provided that the damage in question was not caused by a serious and wilful error committed by the other contracting party or by the staff thereof.

The National Agency for European Educational Programmes, the European Commission or their staff do not bear liability for any damage incurred during the mobility, with the compensation claim lodged within this Agreement. The National Agency for European Educational Programmes and the European Commission do not deal with any damage compensation claims related to such requests.

Article 2: Termination of the Agreement

In the event that the recipient fails to fulfil any of his/her liabilities arising from the Agreement, and that regardless of the consequences defined by the applicable legal regulations, the institution is legally entitled to repudiate or withdraw from the Agreement without any other legal formalities, unless the participant takes steps to remedy within one month of the delivery of the notice by registered letter.

In the event that the participant terminates the Agreement prior to expiry of the Agreement, or in the event that s/he fails to observe the terms of the Agreement, s/he is obliged to refund the part of the grant which has already been awarded to him/her.

In the event that the participant terminates the Agreement due to "Force Majeure", i.e. unforeseeable exceptional circumstances or incident, which the participant could not have influenced and which have not occurred due to his/her error or negligence, then the participant is eligible for a grant in the amount corresponding to the actual duration of the mobility, as specified in Article 2.2. The remaining amount of the grant

must be refunded, unless agreed differently with the sending institution.

Article 3: Protection of Personal Data

All the personal data mentioned in the Agreement are processed in accordance with the Directive of the European Parliament and Council (ES) No. 2018/1725 on the protection of individuals in relation to the processing of personal data by the EU boards and institutions and on free movement of such data. Such data are processed solely in relation to the performance of the Agreement and of the subsequent measures in accordance with the purpose of this Agreement, and that by the sending institution, by the National Agency for European Educational Programmes and by the European Commission, without the possibility to transmit data to the agencies responsible in compliance with the EU legal regulations for control and auditing (European Court of Auditors or the European Anti-Fraud Office) being influenced.

On the basis of a written request the recipient may be allowed to access his/her personal data and may correct information that is inaccurate or incomplete. The recipient shall direct enquiries concerning the processing of his/her personal data to the sending institution and/or to the National Agency for European Educational Programmes. A complaint against the processing of his/her personal data regarding the use of such data by the sending institution or by the National Agency for European Educational Programmes may be lodged by the participant with the Office for Personal Data Protection, a complaint against the processing of his/her personal data regarding the use of such data by the European Commission may be lodged by the participant with the European Data Protection Supervisor.

Article 4: Control and Auditing

In order to check the due course of the mobility and due observance of this Agreement, the contracting parties undertake to provide the European Commission, the National Agency for European Educational Programmes or another external board which has been authorized by the European Commission or by the National Agency for European Educational Programmes with any detailed information that they shall require.