

**Participant's Contract is a basic document for a student mobility for traineeship. This document has to be signed in order to carry out your mobility. Is it physically signed at Centre for International Cooperation (CIC) after a pre-arranged meeting in the online reservation system (<https://isois.ois.muni.cz/cs/appointment-calendar/application/>) 2–3 weeks before the start of your mobility.**

**Erasmus +**  
**Participant's Contract for Student Mobility for Placement within Programme Countries**  
concluded on the basis of Law no. 89/2012, the Civil Code, as amended

**Masaryk University**

Erasmus ID Code: CZ BRNO05  
 Identification Number: 00216224, Tax identification number: CZ00216224  
 Address: Žerotínovo náměstí 9, 601 77 Brno  
 Bank: KB., account number.:85636621/0100  
*Masaryk University is a public university established by law and is registered in the Trade Register.*

Called hereafter "MU", represented for the purposes of signature of this agreement by **«responsiblePersonWithTitles»** based on the authorization by the Erasmus+ Institutional Coordinator Violeta Osouchová of the one part, and

**«fullName»**

Check your contact information and information about the mobility.

Date of Birth: **«birthDate»**

Nationality: **«citizenship»**

Address: **«homeAddress»**

Phone number: **«homePhone»**

E-mail: **«mail»**

Gender: **«genderLetter»**

Academic year: **«academicYear»**

Type of studies at the time of undergoing the mobility: **«studyLevel»**

Study field: **«specialization»**

Code!: **«subjectCode»**

Number of years of higher education completed: **«priorYears»**

Student with:

- financial support from EU Erasmus+ funds
- EU zero-grant
- financial support from EU Erasmus+ funds combined with some days with a zero-grant from EU funds

Here is the method of financing your mobility (used for the internal needs of CIC).

Financial support includes:

- Special needs support
- Financial Support for student with disadvantaged background (definition according to national agency<sup>2</sup>)

If you are entitled to one or both of these supports, these sections will be checked.

**Bank account to which the financial support should be paid: «accountNumber»**

Bank account holder: **«accountOwner»**

Currency of account: **«accountCurrency»**

Bank name: **«accountBankName»**

BIC/SWIFT: **«accountSwift»** IBAN: **«accountIban»**

The participant is obliged to submit an account number into the Information System before signing the contract.

Check that your bank details are correct. Make sure you have a bank account number in IS!

Hereinafter the "**Participant**" agrees to the specific conditions of the mobility, which are an integral part of this Participant's Agreement (hereinafter referred to as the "Agreement") below, which are

<sup>1</sup> [http://ec.europa.eu/education/tools/isced-f\\_en.htm](http://ec.europa.eu/education/tools/isced-f_en.htm)

<sup>2</sup> Definition can be found at: [www.naerasmusplus.cz](http://www.naerasmusplus.cz)

Annex I	Learning Agreement for Traineeships
Annex II	General Conditions
Annex III	Affidavit
Annex V	Erasmus Student Charter

The terms set out in the Special Conditions shall take precedence over those set out in the annexes. Preference is given to one of the annexes in order of attachments, giving priority to the annex with a

It is important that you inform your coordinator about any changes in the length of stay in advance.

## SPECIAL CONDITIONS

### ARTICLE 1 - SUBJECT MATTER OF THE AGREEMENT

- 1.1 MU shall provide financial support to the participant for undertaking mobility for studies (hereinafter **mobility**) under the Erasmus+ Programme.
- 1.2 The participant accepts the financial support in the amount specified in article 4.1 and undertakes to carry out the mobility as described in Annex I.
- 1.3 Amendments to the agreement, including start and end dates of the mobility, shall be requested and agreed by both parties through a formal notification by letter or by electronic message.

### ARTICLE 2 - SPECIFICATIONS OF RESIDENCE

Name of the **host institution**: «hostName»  
 Address of host institution: «hostAddress»  
 Country: «hostCountry»

Here are the data for your host institution.

Check the duration of the mobility for which you will be provided with a scholarship.

### ARTICLE 3 – ENTRY INTO FORCE AND DURATION OF MOBILITY

- 3.1 The agreement shall enter into force on the date when the last of the two parties signs.
- 3.2 **Expected duration of mobility**: The mobility period shall start on «startDate» and end on «endDate».  
 The start date of stay corresponds to the first date on which the participant is required to appear at the host institution. End date refers to the last day of the stay when the participant is required to appear at the host institution.
- 3.3 The participant receives financial support from EU Erasmus+ sources for a minimum length of 60 days. The remaining length of stay will be funded additionally from the Czech state budget. This does not apply in the case of participation in the Lifelong Learning Programme within the Erasmus+ programme (e.g. General Medicine), including any zero grant period.
- 3.4 Demands to the institution to extend the period of stay should be made at least 30 days before the end of the mobility.
- 3.5 Demands to the institution to extend the period of stay should be made at least 30 days before the end of the mobility.
- 3.6 The participant shall submit a Traineeship Certificate, which shall show the start and end dates of the mobility, no later than 30 days before the originally planned end date of the mobility.

60 days is the minimum length of the traineeship. If you shorten your traineeship and the length will be less than 60 days, your mobility is not valid and you will be obliged to return the financial support.

participation in the Lifelong Learning Programme within the Erasmus+ programme (e.g. General Medicine), including any zero grant period.

Report any change in the length of your stay no later than 30 days before the originally planned end date of the mobility.

### ARTICLE 4 – FINANCIAL SUPPORT

- 4.1  The participant will receive financial support for their stay in the range of «daysWithGrant» days totalling «originalGrantTotal» EURO, which corresponds to «grantMonthly» EUROs for every 30 days.  
 The participant does not receive financial support but for all intents and purposes will be considered an Erasmus + student (a student) for a mobility of a length of «daysWithGrant» days.  
 Financial support will be increased to «daysWithGrantSpecialCondition» every 30 days for mobilities of up to a maximum of «daysWithGrantSpecialCondition» days.  
 This is the scholarship amount you will receive.
- 4.2 The amount of financial support is determined by multiplying the number of days of the mobility referred to in paragraph 4.1 and the corresponding rate per month for the host country. In the case of incomplete months financial support is calculated by multiplying the number of days in the incomplete month and 1/30 of the unitary expenses per month.
- 4.3 If the actual length of mobility is shorter than the expected length specified in par. 3.2, MU is entitled to the repayment of the financial assistance or parts thereof in accordance with paragraph 10.1 of this agreement.

The total number of days for which you will receive financial support.

<sup>3</sup> The appropriate monthly rate is chosen, with 1 month = 30 days.

If you shorten the length of your stay, you will return a proportion of the scholarship.



You can download the Traineeship Interim Report form from your ISOIS application where you also upload it once every two months after the beginning of your placement.

8.6 Request for recognition of subjects / courses of traineeship is not fulfilled.

ARTICLE 9 – REPORTING

9.1 During the mobility, the participant agrees to submit to the Centre for International Cooperation, which is part of MU, a **progress report**. The report is sent electronically via e-mail once in two months and contains information about the traineeship progress.

9.2 After the end of the mobility, the participant agrees to submit to the Centre for International Cooperation, which is part of MU:

- **“Traineeship Certificate”** (a copy containing the actual start and end dates of stay at the receiving institution.
- **Final Report** (EU Survey) [completed electronically and submitted after the end of the mobility]

The final length of your stay will be confirmed in the Traineeship Certificate form that can be downloaded from the CIC website. Do not forget that the signature of both the receiving institution and the guarantor at MU is required! Please upload the document within 10 days of the end of your stay in your application in ISOIS.

At the end of your stay, you are required to complete the EU Survey and the final OLS language assessment. Both are filled in online.

The report is submitted on time and in the required form. The party according to the following article of this contract. The participant must complete an on-line questionnaire in order to get a full report on the recognition of

ARTICLE 10 - RETURN OF FINANCIAL SUPPORT

10.1 If a breach of the agreement should occur, the participant is obliged to return the whole financial aid, or its portion. Should the participant terminate the agreement before its expiration or breach the conditions of the agreement, the participant is obliged to return the financial support already received, if no other contract with MU states otherwise.

10.2 The participant is obliged to return the entire financial aid or part thereof to MU according to the following rules:

- If the length of stay according to the document "Traineeship Certificate" is shorter than the expected length of stay referred to in Article 3 par. 3.2 of this Agreement, the participant is obliged to return the proportional part of MU financial aid under the rules for calculating the allocation of financial support.
- If the participant does not fill in the final report within that period, MU reserves the right to require partial or full reimbursement of the financial support.
- If a participant otherwise breaches the terms of this contract, MU is entitled to request partial or full reimbursement of financial support.

10.3 The previous paragraph of this Article in this Contract does not apply if the participant is prevented from fulfilling his obligations by a force majeure i.e. an unforeseeable and irresistible event outside the control of the participant and which was not his fault or due to his negligence. The participant is entitled to receive the portion of financial aid corresponding to the actual duration of the stay referred to in article 3.2. The remaining financial aid must be reimbursed, if there exists a contract with the receiving institution. The participant must immediately notify the coordinator of Erasmus+ at MU. The participant acknowledges that the force majeure must be confirmed by the National Authority for Regional Development. The provision of subsidies at MU for Erasmus +, otherwise MU will insist that it is not a matter of a force majeure. 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.

If you shorten your internship or you breach the contract in another way, you are obliged to return the entire or a proportion of the financial support. Please note that the minimum length of the internship is 60 days.

10.4 MU is entitled (but not obliged) based on an individual assessment not to require repayment of financial aid under para. 1.10

10.5 The participant is obliged to return financial support or any part thereof within 14 days after receiving a request for its repayment from MU.

ARTICLE 11 - APPLICABLE LAW AND COMPETENT COURT

11.1 This Agreement is made in the Czech language and governed by the laws of the Czech Republic.

11.2. Competent court appointed in compliance with appropriate intrastate legal regulations is exclusively competent to adjudicate any disputes between institutions and participant with regard to interpretation, application, or effectiveness of this contract, if such dispute cannot be resolved by mutual agreement.

ARTICLE 12 - FINAL PROVISIONS

12.1 Failure to comply with the terms of this Agreement may be considered a violation of the Study and Examination Regulations of MU.

12.2 The participant may not assign this Agreement or any rights of it to a third party without the written consent of MU.

12.3 This contract is made in two copies, one for each party.

## SIGNATURES

For MU  
Brno, «today»

Participant  
Brno, «today»

Here, fill in the date of signing the contract, i. e. the day on which you will have an appointment at CIC, and your signature.

.....  
**Masaryk University**  
«responsiblePersonWithTitles»

.....  
«fullName»

the amount of the grant already paid, if there exists no other contract with the home institution.

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 the amount of the grant corresponding to the actual duration of the mobility period as defined in article 3.2. Any remaining funds shall have to be refunded, except if agreed differently with the sending organisation.

## 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 [country], 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 [country] 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

#### 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 [national supervising body for data protection] 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 [country] or by

any other outside body authorised by the European Commission or the National Agency of [country] to check that the mobility period and the provisions of the agreement are being properly implemented.