

**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»**

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<sup>1</sup>: **«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

Financial support includes:

Special needs support

Check your contact information and information about the mobility.

Here is the method of financing your mobility.

If you are entitled to special needs support, this section 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.

Hereinafter the "**Participant**" agrees to the specific conditions and annexes listed below, which are an integral part of this Participant's Agreement (hereinafter "Agreement"):

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

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

The terms set out in the Special Conditions shall take precedence over those set out in 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 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.

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.

EU Erasmus+ sources for a minimum length of 60 days. The mobility is financed from the Czech state budget. This does not apply in the case of other sources.

For participation in the Lifelong Learning Programme within the Erasmus+ framework, the duration of the mobility must not exceed 12 months in one study cycle (undergraduate, graduate, or Masters programmes (e.g. General Medicine), including any zero grant period.

- 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.

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

The Traineeship Certificate, which shall show the start and end dates of the mobility, confirmed by the host institution.

The total number of days for which you will receive 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» EURO<sup>2</sup> 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 without financial support) for a mobility of a length of «zeroGrantDays» days.

This is the scholarship amount you will receive.

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 unit expenses per month.

If the actual length of mobility is shorter than the expected length specified in par. 3.2, MU is entitled to request repayment of the financial assistance or parts thereof in accordance with paragraph 10.1 of this contract.

- 4.4 Reimbursement of costs incurred in connection with the support of participants with specific needs, if applicable, will be based on documents provided by the participant.
- 4.5 The financial support may not be used to cover similar costs already funded by EU funds.
- 4.6 Notwithstanding article 4.5, the financial support is compatible with any other source of funding including income that the participant could receive by working beyond their stay provided that he or she carries out the activities mentioned in Annex I.

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

<sup>2</sup> The appropriate monthly rate is chosen, with 1 month = 30 days.

Here is information regarding the individual instalments of the scholarship. If your mobility extends from the calendar year 2020 to the calendar year 2021, you will receive the scholarship in two instalments. If all documentation is complete, you will receive the scholarship within 30 days of signing the contract.

## ARTICLE 5 – PAYMENT ARRANGEMENTS

- 5.1 The participant will receive financial support in the following instalments:  
instalment no. 1 **«firstInstallment»** EURO  
instalment no. 2 **«secondInstallment»** EURO.
- 5.2 The participant receives payment no. 1 in full within 30 days after signing this contract by both parties, but no later than the first day of mobility or upon receiving a confirmation of arrival at the host institution. In case the participant did not provide the supporting documents in time (according to **«firstInstallment»**), the payment is delayed until all required documents are provided.
- 5.3 The participant will receive payment no. 2 within 30 days after the beginning of the mobility period or the signature of this contract by both parties.

Here is information about insurance that you must have arranged for your stay.

## ARTICLE 6 – INSURANCE

- 6.1 The participant must have adequate insurance coverage for the entire duration of the mobility.
- 6.2 Confirmation of having secured **health insurance coverage** will be part of this contract. If the contracted insurance does not cover COVID-19, it will not be possible to recognize and reimburse the medical expenses associated with this disease as "force majeure".
- 6.3 Confirmation of having secured **liability insurance coverage** (covering damages caused by the student at the workplace) will be part of this contract.
- 6.4 Confirmation of having secured **accident insurance coverage** related to the student's tasks (covering at least damages caused to the student at the workplace) will be part of this contract.

## ARTICLE 7 – ONLINE LINGUISTIC SUPPORT

(Only applicable for mobilities for which the main language of instruction or work is a language available in the Online Linguistic Support (OLS) tool, with the exception of native speakers)

- 7.1 The participant must carry out the OLS language assessment before 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.
- 7.2 The level of language competence in **«onlineLanguageCourseLanguage»** that the student already has or will acquire by the start of the mobility period is: A1  A2  B1  B2  C1  C2
- 7.3 The participant will
- follow** the OLS language course, starting as soon as they receive access and making the most of the service. The participant shall immediately inform the institution if he/she is unable to carry out the course before accessing it.
  - not follow** the OLS language course.

Check the data for online language assessment here.

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.

## ARTICLE 8 – TRAINEE

The participant must submit a specific plan of traineeship at the host institution, which is approved by the host institution. Approval of this plan of traineeship results in the Traineeship Certificate, which is binding on all three sides.

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

## 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 submitted 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 the following documents to the Centre for International Cooperation, which is part of MU:
- **“Traineeship Certificate”** (a copy of the document) - a document certified by the host institution containing the actual start and end dates of stay, within **10 days** from the end of the stay at the host institution.
  - **Final Report** (EU Survey) [completed electronically] - **within 30 days** of receipt of an e-mail asking for it to be sent. This will be sent after the end of the mobility.
- 9.2 If the above documents are not submitted on time and in the prescribed form, the University has the right to apply financial sanctions against the party according to the following:

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.

9.3 Participants may be sent an additional on- line questionnaire in order to get a full report on the recognition of results and the mobility itself.

**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 in the event that a participant was prevented from fulfilling his obligations by a force majeure i.e. an unforeseeable occurrence outside the participant's 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 length of stay as specified in article 3.2. The remaining financial aid must be reimbursed, if there exists a contract with the host institution. The participant must immediately notify the coordinator of Erasmus+ at MU. The participant acknowledges that the force majeure must be confirmed by the host institution. The provision of subsidies at MU for Erasmus +, otherwise MU will insist that 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.
- 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.

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.

**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»

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

.....  
«fullName»

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.

**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 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.

**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.