

**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

Represented by authorisation of the Director of the Centre for International Cooperation by  
«responsiblePersonWithTitle», the coordinator of international programmes

Bank: KB., account number.:85636621/0100

*Masaryk University is a public university established by law and is registered in the Trade Register.*

Hereinafter referred to as "MU" 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
- ★ Financial Support for student with disadvantaged background (definition according to national agency<sup>2</sup>)

**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.

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

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 lower numerical designation.

<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)

## SPECIAL CONDITIONS

### ARTICLE 1 - SUBJECT MATTER OF THE AGREEMENT

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- 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

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

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

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- 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 a student with zero-grant from EU Erasmus+ sources.
- 3.4 The total duration of the stay, including any former participation in the Lifelong Learning Programme within the Erasmus programme (study and work mobilities) must not exceed 12 months in one study cycle (undergraduate, Masters, PhD.), or 24 months in the case of long 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 originally planned mobility period.
- 3.6 The actual duration of the stay will be listed on the Traineeship Certificate, which shall show the start and end dates of duration of the mobility confirmed by the host institution.

### ARTICLE 4 – FINANCIAL SUPPORT

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- 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<sup>3</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.
  - ★ Financial support will be increased by 100 EUROS for every 30 days for mobilities of up to a maximum of «**daysWithGrantSpecialConditions**» days.
- 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 unit 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 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.

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

## ARTICLE 5 – PAYMENT ARRANGEMENTS

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- 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 MU timeline), payment no. 1 can be delayed until all required documents are provided.
- 5.3 The participant will receive payment no. 2 within 30 days after the beginning of the calendar year following the signature of this contract by both parties.

## ARTICLE 6 – INSURANCE

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- 6.1 The participant must have adequate insurance coverage
- 6.2 Confirmation of having secured **health insurance coverage** will be part of this contract.
- 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)

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- 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 agrees to 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 out 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.

## ARTICLE 8 - ACADEMIC RECOGNITION OF MOBILITY

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- 8.1 Before leaving for mobility the participant compiles a specific plan of traineeship at the host institution, which is submitted for approval in writing to MU and the host institution. Approval of this plan of traineeship results in the Learning Agreement for Erasmus + mobility for Traineeships, which is binding on all three sides.
- 8.2 By signing a traineeship contract MU confirms:
- an agreement with the plan of traineeship proposed by the host institution
  - a full recognition of the traineeship and allocation of ECTS credits in the participant's Diploma Supplement.
- 8.3 The participant shall ensure that any changes to the learning agreement are agreed in writing by the host institution and MU, and executed promptly, but not later than five weeks from the start of the semester at the host institution.
- 8.4 It is the duty of participants before travelling abroad to register their mobility in the MU Information System. The mobility is then confirmed by the study department on the basis of a completed and approved (at least by MU) learning agreement which the participant submits.
- 8.5 After the mobility the participant shall submit a request for recognition of subjects / credits from the mobility, see Art. 9, para. 1. Rector's Directive no. 8/2011 and the methodological instruction of the director of the CIC, no. 1/2014 (or later versions of these documents).
- 8.6 Request for recognition of subjects / credits can be denied only in case the approved plan of traineeship is not fulfilled.

## ARTICLE 9 – REPORTING

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- 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 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 article of this contract.
- 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

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- 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 exceptional situation or event beyond the control of the participant and which was not his fault or due to his negligence. In such event, the participant is entitled to receive the portion of financial aid corresponding to the actual duration period of the mobility, as stated in article 3.2. The remaining financial aid must be reimbursed, if there exists no other contract with the home institution. The participant must immediately notify the coordinator of Erasmus+ at MU of this situation. The participant acknowledges that the force majeure must be confirmed by the NAEP or other entity that controls the provision of subsidies at MU for Erasmus +, otherwise MU will insist that it is not a matter of a force majeure.
- 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

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- 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

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- 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»

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

Participant  
In Brno , «today»

.....  
«fullName»

## **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 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.