

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

- 1.1 MU shall provide the Participant with the financial support referred to in Article 4.2 of this Agreement for the purpose of a study placement (hereinafter referred to as “**mobility**”) under the Erasmus+ programme under the terms and conditions set out in this Agreement.
- 1.2 The participant accepts the financial support specified and undertakes to in Annex I.
- 1.3 Addendums to the agreement, including start and end dates of the mobility in a form of a written amendment.

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

ARTICLE 2 – SPECIFICATIONS OF RESIDENCE

Name of the **host institution**:
Erasmus Code of host institution:
Country:

Here are details about your host institution.

Check the duration of the mobility.

ARTICLE 3 – ENTRY INTO FORCE AND DURATION OF MOBILITY

- 3.1 The agreement is concluded and becomes effective on the date when the last of the two parties signs.
- 3.2 The physical period of stay starts on XX.XX.XXXX and ends on XX.XX.XXXX. **Expected duration of mobility:** The expected length of stay is thus X days.
The start date of stay corresponds to the first date on which the participant is required to physically appear at the host institution. End date refers to the last day of the stay when the participant is required to physically appear at the host institution. If the stay starts earlier or ends later than the first sentence of this paragraph, the participant is obliged to provide evidence of physical presence at the receiving institution outside the specified period, even during the stay, otherwise days outside the specified time interval are not taken into account.
- 3.3 The participant shall receive a financial support from Erasmus+ EU funds for X days.
- 3.4 If the participant receives a financial support from Erasmus+ EU funds: the number of days shall be equal to the duration of the stay. If the participant receives a financial support from Erasmus+ EU funds combined with a zero-grant period: the number of months and extra days shall correspond to the period covered by financial support from Erasmus+ EU funds, which shall be provided at least for the minimum duration of the period abroad (2 months or 1 academic trimester). If the participant receives a financial support from Erasmus+ EU funds for the entire period: this number of months and extra days shall correspond to the period covered by financial support from Erasmus+ EU funds, which shall be provided at least for the minimum duration of the period abroad (2 months or 1 academic trimester).
- 3.5 The total duration of the physical mobility, including the virtual component, shall be limited to:
 - 12 months in one study cycle of bachelor's degree
 - 24 months in the case of long master's degreePrevious participation in the Lifelong Learning Programme (including mobility activities and work mobilities) as well as periods of zero grant mobility also count towards this period.
- 3.6 The participant may submit a request for an extension of the duration of the stay through the information system of the Masaryk University Centre for International Cooperation (hereinafter referred to as “ISOIS”) within the limits set out in the Erasmus+ Programme Guide³ (hereinafter referred to as “Erasmus+ Guide”). The request for an extension of the stay must be submitted no later than 30 days before the originally planned end date of the stay. MU will provide the response to the request no later than the date of the originally planned stay via ISOIS. If MU and the host institution agree to the extension of the period of stay, a written amendment to this contract will be concluded.
- 3.7 The actual duration of the stay will be listed on the Transcript of Records or statement attached to this agreement, which shall show the start and end dates of duration of the mobility confirmed by the host institution, including the virtual component. At the same time, this fact will be confirmed on the Confirmation of Study Period where the start date and end date of the stay confirmed by the host institution are listed.

Report any change in the length of your stay. For extensions, upload a fully signed Application for Extension into your ISOIS application no later than 30 days before the originally planned end date of the mobility.

This is the amount of financial support you will receive.

The final length of your stay will be confirmed by the host institution in the Confirmation of Study Period.

ARTICLE 4 – FINANCIAL SUPPORT

- 4.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide.
- 4.2 The participant shall receive financial support from Erasmus+ EU funds for X days totalling X EURO, which corresponds to X EUROS,⁴ i.e. X EUR per day.
 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 X days.

³ The Guide is available on the website at: <https://erasmus-plus.ec.europa.eu/erasmus-programme-guide>

⁴ The appropriate monthly rate is chosen, with 1 month = 30 days.

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

- Financial support will be increased by X EUROS for every 30 days of X days.
- Based on the approved application for a scholarship for specific needs by X EUROS for the entire stay. No increase can be requested after the start of the stay.
- The participant shall receive Green travel individual support top-up (single contribution) in total amount of X EUROS.

If you are entitled to a financial support for student with disadvantaged background, a scholarship for specific needs or a Green travel individual support top-up, you can find the information here.

- 4.3 The amount of financial support shall be determined by multiplying the number of days of stay by 1/30 of the unit cost per month for the host country concerned, both referred to in paragraph 4.2.
- 4.4 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 article 11.2 of this agreement.
- 4.5 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.
- 4.6 Reimbursement of costs incurred in connection with the Green travel support of participants, if applicable, will be based on documents provided by the participant in accordance with article 11.6 of this agreement.
- 4.7 The financial support may not be used to cover similar costs already funded by other funds.
- 4.8 Notwithstanding article 4.7, the financial support is compatible with income that the participant could receive by working beyond their studies and the activities mentioned in Annex I.

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

ARTICLE 5 – PAYMENT ARRANGEMENTS

- 5.1 The participant will receive financial support in the following instalments:
instalment no. 1: X EURO,
instalment no. 2: X EURO.
- 5.2 The participant receives payment no. 1 in full within 30 days after signing this agreement 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 support documents in time (according to MU timeline), payment no. 1 can be delayed until all required documents are submitted.
- 5.3 The participant will receive payment no. 2 within 30 days after the signature of this agreement by both parties.
- 5.4 If the participant's application for grant support is approved, the participant will receive the grant payment in full within 30 days after signing this agreement on the first day of mobility or upon receiving a confirmation of arrival at the host institution.
- 5.5 If the participant meets the requirements to participate in the Programme Guid, the participant will receive payment no. 2 and other documents confirming the use of green travel.

Here is information regarding the individual instalments of financial support. If your mobility extends from the calendar year to another, you will receive financial support in two instalments. If all documentation is complete, you will receive financial support within 30 days of signing the agreement. Financial support for specific needs and a Green travel individual support top-up will be paid separately.

ARTICLE 6 – INSURANCE

- 6.1 MU shall make sure that the participant has adequate insurance coverage by providing the insurance, or by making necessary arrangements with the receiving institution, or by providing the participant with the relevant information and support to take out the insurance on their own.
- 6.2 The responsible party for taking out insurance coverage is the participant.
- 6.3 Insurance coverage shall include at minimum a health insurance. A liability insurance and an accident insurance are voluntary for study mobility participants.
- 6.4 The participant is obliged to provide MU with confirmation of health insurance within 30 calendar days of the conclusion of this contract, but no later than on the day of the start of the stay.
- 6.5 If the contracted insurance does not cover COVID-19, it will not be possible to claim the medical expenses associated with this disease as "force majeure".

We strongly recommend taking out travel insurance.

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 and C2 certificate holders)

- 7.1 The participant
- must carry out the OLS language assessment in the language of mobility (if available) before the period of stay. The completion of the online assessment is a pre-requisite for the conclusion of this agreement. The level of language competence in «workingLanguage» that the student already has is: A1 A2 B1 B2 C1 C2
 - will not follow the OLS language assessment.
- 7.2 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

- 8.1 The participant compiles a specific plan of study at the host institution, writing to MU and the host institution. Approval of this plan is required for Erasmus + mobility for studies, which is binding on all three parties.
- 8.2 In justified and previously agreed cases the participant can opt out of the mobility. In this case the participant is obligated to submit a written agreement and submit document “Research plan” signed by the supervisor and the host institution.
- 8.3 The participant undertakes to obtain at the host institution at least 20 ECTS credits per semester of study.
- 8.4 The participant shall ensure that any changes to the learning agreement are agreed in a form of a written addendum 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.
- 8.5 It is the duty of participants before travelling abroad to register their mobility in the MU Information System (hereinafter referred to as “IS MU”). 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.
- 8.6 By signing a study agreement MU undertakes to ensure that the participant receives the necessary support during his stay at the host institution and which he passes at the host institution after his return to MU.
- 8.7 After the mobility the participant shall submit a request for recognition of courses from abroad via IS MU in accordance with Art. 9, paragraph 1, and the methodological instruction of the director of the CIC, no later than 10 days after the end of the mobility.

You can make changes in LA during your stay within 5 weeks of the beginning of the semester. Remember that you must obtain at least 20 ECTS per semester. There is an exception for those who work on their diploma or dissertation thesis.

It is your duty to register your mobility before travelling abroad in the Information System (IS). After your mobility, you must submit a request for recognition of courses from abroad. Detailed instructions can be found on the CZS website.

ARTICLE 9 – REPORTING

- 9.1 After the end of the mobility, the participant agrees to submit the following documents according to the set out deadlines via ISOIS to the Centre for International Cooperation, which is part of MU:
- **“Confirmation of Study Period”** (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. This document is not required if the confirmation of the length of stay is included in the Transcript of Records.
 - **“Transcript of Records”** (a copy of the document) – statement of study results, within **5 weeks** from the end of the stay at the host institution, but no later than **10. 10. XXXX**. If the participant works on his/her thesis/dissertation during the mobility, he/she must submit document, “Research report” within 10 days from the end of the stay at the host institution.
 - **Final Report** (EU Survey) [completed and submitted] – **within 30 days** of receipt of an e-mail asking for it to be sent. This will be submitted to the Centre for International Cooperation.
- 9.2 If the above documents are not submitted, the participant may be subject to financial sanctions against the participant.
- 9.3 Participants may be sent an additional report on the results of the mobility and the mobility itself.

In this article, you will find everything essential regarding the end of your stay. You will complete EU Survey and upload CoS and ToR to your application in ISOIS. At the same time, you will upload these two documents to the record in the IS.

ARTICLE 10 – DATA PROTECTION

- 10.1 MU shall provide the participant with the relevant privacy statement for the processing of their personal data before these are encoded in the electronic systems for managing the Erasmus+ mobilities.
<https://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>

ARTICLE 11 – RETURN OF FINANCIAL SUPPORT

- 11.1 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 agreement with MU states otherwise.
- 11.2 The participant is obliged to return the entire financial aid or part thereof to MU according to the following rules:
- If a participant fails to comply with the required minimum of 20 ECTS credits acquired per semester of study at the host institution, he returns the entire financial support and its proportion, according to the number of credits gained:
 - 0–5 ECTS credits – Participant returns the entire financial support;
 - 6–20 ECTS credits – Participant returns a proportion of the financial support, where 20 ECTS credits represents 100 % of the total financial support provided.

If you do not obtain at least 20 ECTS per semester abroad (this does not apply to those who work on a diploma or dissertation thesis) or you breach the agreement in any other way, you are obligated to return the entire or a proportional part of financial support.

- If the length of stay according to the document “Confirmation of Study Period” 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 Agreement, MU is entitled to request partial or full reimbursement of financial support.
- 11.3 The previous article of this Article in this Agreement 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 stay, as stated in article 3.2. The remaining financial aid must be reimbursed, if there exists no other agreement 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 national agency 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. 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 and to provide them to MU to prove the costs incurred without undue delay, no later than 30 days after the end of the stay.
- 11.4 MU is entitled (but not obliged) based on an individual assessment not to require repayment of financial aid under article 11.2.
- 11.5 If the participant receives a scholarship for special needs, he/she is obliged to complete an expenses report, i.e. to provide all receipts, invoices and other documents confirming the purpose and amount of costs and send that to the MU Erasmus+ coordinator no later than 30 days after the end of mobility. If the allocated grant is not spent, the participant is obliged to return the financial support or its part.
- 11.6 If the participant applies for a Green travel support, he/she is obliged to complete an expenses report, i.e. to provide all receipts, invoices and other documents confirming the use of green travel and send that to the MU Erasmus+ coordinator no later than 30 days after the end of stay.
- 11.7 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 12 – APPLICABLE LAW AND COMPETENT COURT

- 12.1 This Agreement is made in the English language and governed by the laws of the Czech Republic.
- 12.2 Competent court appointed in compliance with appropriate intrastate legal regulations is exclusively competent to adjudicate any disputes between MU and the participant with regard to interpretation, application, or effectiveness of this Agreement, if such dispute cannot be resolved by mutual Agreement.

ARTICLE 13 – FINAL PROVISIONS

- 13.1 Failure to comply with the terms of this Agreement may be considered a violation of the Study and Examination Regulations of MU.
- 13.2 The participant may not assign this Agreement or any rights of it to a third party without the written consent of MU.
- 13.3 This Agreement is made in two copies, one for each party.

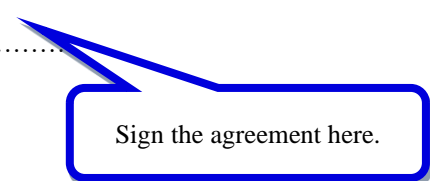
SIGNATURES

For MU
In Brno, XX.XX.XXXX

Participant
In Brno, XX.XX.XXXX

.....
Masaryk University

.....
Jana Nová



Annex II

GENERAL CONDITIONS

Article 1: Liability

Each party of this agreement shall exonerate the other from any civil liability for damages suffered by them or their 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, MU 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 expires or if they fail to follow the agreement in accordance with the rules set out therein, they shall have to refund the amount of the grant already paid, except if agreed differently with MU.

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 their 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 MU.

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.

Article 3: Data Protection

All personal data contained in the agreement shall be processed in accordance with Regulation (EC) No 2018/1725 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 MU, 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 legislation⁵ (Court of Auditors or European Antifraud Office (OLAF)).

The participant may, on written request, gain access to their personal data and correct any information that is inaccurate or incomplete. They should address any questions regarding the processing of their personal data to the sending organisation and/or the National Agency. The participant may lodge a complaint against the processing of their personal data 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.

⁵ Additional information on the purpose of processing your personal data, what data we collect, who has access to it and how it is protected, can be found at:

https://ec.europa.eu/programmes/erasmus-plus/specific-privacy-statement_en