

**Participant's Contract is an essential document for a student mobility for studies. This document must be signed in order to carry out your mobility. Is it signed in person at the Centre for International Cooperation (CIC) after a pre-arranged meeting in the online reservation system, 2–3 weeks before the start of your mobility.**

[\(https://isois.ois.muni.cz/cs/appointment-calendar/application/\)](https://isois.ois.muni.cz/cs/appointment-calendar/application/)

## Erasmus + Participant's Contract for Student Mobility for Studies 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 Denisa Fóldešiová based on the authorization by the Erasmus+ Institutional Coordinator Violeta Osouchová of the one part, and

### Jan Nový

Date of Birth:

Nationality:

Address:

Phone number:

E-mail:

Gender:

Academic year:

Type of studies at the time of undergoing the mobility: Follow-up Masters

Study field: Political Science / Political Science Code<sup>1</sup>:

Number of years of higher education completed: \_\_\_\_\_

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>)

Check your contact information and information about the mobility.

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

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

#### Bank account to which the financial support should be paid:

Bank account holder:

Currency of account:

Bank name:

BIC/SWIFT: BACXCZPP IBAN:

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!

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

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

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 Erasmus+ Studies
Annex II	General Conditions
Annex III	Acceptance letter or equivalent issued by the host institution
Annex IV	Affidavit
Annex V	Erasmus Student Charter

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

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

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

### ARTICLE 2 - SPECIFICATIONS OF RESIDENCE

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

Here are specifics of your host institution.

### 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. The mobility period shall start on \_\_\_\_\_ and end on \_\_\_\_\_. The participant shall appear at the host institution on the first date on which the participant is required to appear at the host institution and on the last day of the stay when the participant is required to appear at the host institution.
- 3.2 The participant shall receive financial support from EU Erasmus+ sources for a minimum length of 90 days. The participant may be funded additionally from the Czech state budget. This does not apply to participants who do not receive a grant from EU Erasmus+ sources.
- 3.3 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 Transcript of Records [or statement attached to this document], which shall show the start and end dates of duration of the mobility confirmed by the host institution.

Report any change in the length of your stay no later than 30 days before the originally planned end date of the mobility. If you do not report the changes in time, you will not be provided with additional financial support.

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 participant will receive financial support for their stay in the range of \_\_\_\_\_ days totalling \_\_\_\_\_ EURO, which corresponds to \_\_\_\_\_ EUROs<sup>3</sup> for every 30 days.
  - The participant does not receive financial support, but is considered as an Erasmus + student (a student without financial support) for a mobility of a length of \_\_\_\_\_ days.

This is the scholarship amount you will receive.

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

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

If you are entitled to a financial support for student with disadvantaged background, you can find information here.

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

- Financial support will be increased by 200 EUROS for every 30 days for mobilities of up to a maximum of -- 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 1/3 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.

#### ARTICLE 5 – PAYMENT ARRANGEMENTS

- 5.1 The participant will receive financial support in the following instalments:
  - instalment no. 1: EURO
  - instalment no. 2: 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 upon arrival at the host institution. In case the participant did not participate in the mobility (due to a change in the timeline), payment no. 1 can be delayed until after the end of the mobility period.
- 5.3 The participant will receive payment no. 2 within 30 days after signing this contract by both parties following the signature of this contract by both parties.

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 6 – INSURANCE

- 6.1 The participant must have adequate insurance coverage for the entire duration of the mobility. 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".
- 6.2 Confirmation of having secured **health insurance** will be part of this contract.

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)

- 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. The level of language competence in English that the student already has or agrees to acquire by the start of the mobility period is: A1  A2  B1  B2  C1  C2
- 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.

Check the data for online language assessment here.

#### ARTICLE 8 - ACADEMIC RECOGNITION OF MOBILITY

- 8.1 Before leaving for mobility the participant compiles a specific plan of study at the host institution, which is submitted for approval in writing to MU and the host institution. Approval of this plan of study results in the Learning Agreement for Erasmus + mobility for studies, which is binding on all three sides. In justified and previously agreed cases the participant can work on his/her thesis/dissertation during the mobility. In this case the participant is obligated to state this information in the Learning Agreement and submit document „Research plan“ signed by a supervisor at the host institution before signing the Participant’s contract.
- 8.2 The participant undertakes to obtain at the host institution at least 20 ECTS credits per semester of study.

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.

- 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 host institution (by MU) learning agreement which the participant signs.
- 8.5 By signing a study contract MU undertakes that the subjects which the participant has agreed on the learning agreement and which he passes at the host institution will be recognized by MU.
- 8.6 After the mobility the participant shall submit a request for recognition of courses from abroad, 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)

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

#### ARTICLE 9 – REPORTING

- 9.1 After the end of the mobility, the participant shall submit a report to the host institution, which is part of the International Cooperation, which is part of the learning agreement.
- **“Confirmation of Study Period”** (a copy of the document) - confirmation of the actual start and end of the stay at the host institution containing the actual start and end of the stay at the host institution. This document is not required 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.
  - **“Transcript of Records”** (a copy of the document) - transcript of study results, within **5 weeks** from the end of the stay at the host institution, but no later than **10. 10. 2021**. 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 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.

In this article, you will find everything essential regarding the end of your stay. You will complete EU Survey, OLS language assessment 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 - RETURN OF FINANCIAL SUPPORT

- 10.1 If a breach of the agreement should occur, the participant shall return the financial support. Should the participant terminate the agreement, the participant is obliged to return the financial support 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 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 paid; the resulting amount will be calculated according to the rules for the allocation of financial support.
  - If the length of stay according to the document "Confirmation of Study Period" or "Transcript of Records" 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

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 contract in any other way, you are obligated to return the entire or a proportional part of the financial support.

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 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.

- 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, \_\_\_\_\_

Participant  
In \_\_\_\_\_, \_\_\_\_\_

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

.....  
**Masaryk University**

.....  
**Pavel Nový**

## **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.