

Total amount includes [select if applicable]:

- Base amount for individual support for long-term physical mobility
- Base amount for individual support for short-term physical mobility
- Top-up amount for students and recent graduates with fewer opportunities on long-term mobility
- Top-up amount for students and recent graduates with fewer opportunities on short-term mobility
- Top-up amount for traineeships
- Green travel top-up
- Travel support (standard travel or green travel amount)
- Travel days (additional individual support days)
- Exceptional cost for expensive travel (based on real costs)
- Inclusion support (based on real costs)

The participant receives [choose one]:

- a financial support from Erasmus+ EU funds
- a zero-grant
- a partial financial support from Erasmus+ EU funds

[It is not compulsory to circulate papers with original signatures for Annex I of this document: scanned copies of signatures and electronic signatures may be accepted (including via the Erasmus Without Paper Network), depending on the national legislation or institutional regulations.]

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

- 1.1 The organisation shall provide support to the participant for undertaking a mobility activity under the Erasmus+ Programme.
- 1.2 The participant accepts the support specified in article 3 and undertakes to carry out the mobility activity as described in Annex I.
- 1.3 Amendments to the agreement shall be requested and agreed by both parties through a formal exchange by letter or by electronic message.

ARTICLE 2 – ENTRY INTO FORCE AND DURATION OF MOBILITY

- 2.1 The agreement shall enter into force on the date when the last of the two parties signs.
- 2.2 The physical mobility period shall start on [date] at the earliest and end on [date] at the latest. The start date of the physical mobility period shall be the first day that the participant needs to be physically present at the receiving organisation and the end date shall be the last day the participant needs to be physically present at the receiving organisation.
- 2.3 The participant shall receive a financial support from Erasmus+ EU funds for [...] months and [...] days. [...] travel days are added to the duration of the mobility period and included in the calculation of the individual support.
- 2.4 The participant may submit a request concerning the extension of the mobility period within the limits set out in the Erasmus+ Programme guide. If the organisation agrees to extend the duration of the mobility period, the agreement shall be amended accordingly.
- 2.5 The [choose what is applicable: transcript of records/traineeship certificate/certificate of attendance (or statement attached to these documents)] shall provide the confirmed start and end dates of duration of the mobility period, including the virtual component.

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide.
- 3.2 [For students, NA/beneficiary shall select Option 1 or Option 3]
[For staff, NA/beneficiary shall select Option 1, Option 2 or Option 3]

[Option 1:

The organisation shall provide the participant the total financial support for the mobility period, EUR [.../For zero-grant participants 0]],

[Option 2:

The organisation shall provide the participant with the required support in the form of direct provision of the needed support services. The organisation shall ensure that the provision of services will meet the necessary quality and safety standards.]

[Option 3:

The organisation shall provide the participant with the required support in the form of a payment of the following amount EUR [...] and in the form of direct provision of: [travel/subsistence]. The organisation shall ensure that the direct provision of services will meet the necessary quality and safety standards.]

- 3.3 The contribution towards costs incurred in connection with travel or inclusion needs ([choose what is applicable: [inclusion support, exceptional costs for expensive travel, travel support, green travel top-up, top-up for fewer opportunities]), shall be based on the supporting documents provided by the participant.
- 3.4 The financial support may not be used to cover similar costs already funded by EU funds.
- 3.5 Notwithstanding article 3.4, the grant is compatible with any other source of funding. This includes a salary that the participant could receive for their traineeship or teaching activities, or for any work outside their mobility activities as long as they carry out the activities foreseen in Annex I.

ARTICLE 4 – PAYMENT ARRANGEMENTS

4.1 [For outgoing mobility]

Payment shall be made to the participant no later than (whichever comes first):

- 30 calendar days after the signature of the agreement by both parties
- [NA/beneficiary to choose one: the start date of the mobility period / [Not applicable for participants receiving the top-up for fewer opportunities or inclusion support:] upon receipt of confirmation of arrival by the participant]

[For incoming mobility]

The participant shall receive individual and travel support, if applicable, in a timely manner after the arrival of the participant.

The payment shall be made to the participant representing [organisation to choose between 70% and 100%] of the amount specified in Article 3. In case the participant did not provide the supporting documents in time, according to the funding organisation's timeline, a later payment of the pre-financing can be exceptionally accepted, based on justified reasons.

- 4.2 If the payment under article 4.1 is lower than 100% of the financial support, the submission of the participant final report via the online EUSurvey tool shall be considered as the participant's request for payment of the balance of the financial support. The organisation shall have [For outgoing mobility: 45 / For incoming mobility: 20] calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.

ARTICLE 5 – INSURANCE

- 5.1 The organisation shall make sure that the participant has adequate insurance coverage either by providing itself the insurance, or by making an agreement with the receiving organisation for the latter to provide the insurance, or by providing the participant with the relevant information and support to take an insurance on their own. [In case the receiving organisation is identified as the responsible party in art 5.3, a specific document shall be attached to this grant agreement defining the conditions of the insurance provision and including the consent of the receiving organisation.]

- 5.2 Insurance coverage shall include at minimum a health insurance [mandatory for traineeships and optional for other mobilities:] and a liability insurance and an accident insurance. [Explanation: In the case of intra-European mobility, the participant's national health insurance will include a basic coverage during their stay in another EU country through the European Health Insurance Card. However, this coverage may not be sufficient for all situations, for example in case of repatriation or special medical intervention or in case of international mobility. In that case, a complementary private health insurance may be needed. Liability and accident insurances cover damages caused by the participant or to the participant during their stay abroad. Varying regulation of these insurances is in place in different countries and participants run the risk of not being covered by standard schemes, for example if they are not considered to be employees or formally enrolled at their receiving organisation. In addition to the above, insurance against loss or theft of documents, travel tickets and luggage is recommended.]

[It is recommended to also include the following information:] [Insurance provider(s), insurance number and insurance policy]

- 5.3 The responsible party for taking the insurance coverage is: [the organisation OR the participant OR the receiving organisations] [In the case of separate insurances, the responsible parties may be different and will be listed here according to their respective responsibilities].

ARTICLE 6 – ONLINE LANGUAGE SUPPORT (OLS) [Only applicable for mobilities for which the main language of instruction or work is available in the Online Language Support (OLS) tool, with the exception of native speakers]

- 6.1. [Only for students and recent graduates whose mobility lasts 14 days or more] The participant must carry out the OLS language assessment in the language of mobility (if available) before the mobility period. The completion of the online assessment before departure is a pre-requisite for the mobility, except in duly justified cases.
[For staff and participants whose mobility lasts less than 14 days] The participant can carry out the OLS language assessment in the language of mobility (if available) before the mobility period.
- 6.2. [Optional-only if not included in the Learning Agreement] The level of language competence in [main language of instruction/work to be specified] that the participant already has or agrees to acquire by the start of the mobility period is: A1 A2 B1 B2 C1 C2
- 6.3. [Only applicable to participants who need to follow an OLS language course to improve their level] The participant can follow OLS language courses, starting as soon as they receive access and making the most out of the service.

ARTICLE 7 – PARTICIPANT REPORT

- 7.1. The participant shall complete and submit the participant report on their mobility experience (via the online EUSurvey tool) within [30] [For incoming long-term student mobility only: 10] calendar days upon receipt of the invitation to complete it. Participants who fail to complete and submit the online participant report may be required by their organisation to partially or fully reimburse the financial support received.
- 7.2. [For students only] A complementary online survey may be sent to the participant allowing for full reporting on recognition issues.

ARTICLE 8 – DATA PROTECTION

- 8.1. The funding organisation shall provide the participants 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 9 – APPLICABLE LAW AND COMPETENT COURT

- 9.1 The Agreement is governed by the national law of the Czech Republic.
- 9.2 The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the organisation and the participant concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

SIGNATURES

For the participant
[name / forename]

[signature]

Done at [place], [date]

For the [organisation]
[name / forename / function]

[signature]

Done at [place], [date]

Annex I

[Key Action 1 – HIGHER EDUCATION Institution to select]

Erasmus+ learning agreement for student mobility for studies

Erasmus+ learning agreement for student mobility for traineeships

Erasmus+ mobility agreement for staff mobility for teaching

Erasmus+ mobility agreement for staff mobility for training

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, the organisation 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 they fail to follow the agreement in accordance with the rules, they shall have to refund the amount of the grant already paid, except if agreed differently with the sending organisation.

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.

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 the sending organisation, 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 legislation¹ (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 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.

¹ 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://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>