

**Erasmus+ mobility of individuals: Grant agreement - staff mobility for teaching/training
No. «projekt_nr»**

Field: Higher Education

Academic year: «studj_id»

Project code: 2024-1-SK01-KA131-HED-000206135

Erasmus+ mobility ID number (Mobility ID): «bew_id»

Database fields like «bew_id» will add data from your mobility application in Mobility online IT system

PREAMBLE

This Agreement is between the following parties: on the one part, the Organisation

COMENIUS UNIVERSITY BRATISLAVA

Erasmus code: SK BRATISL02

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E-mail: erasmusplus@rec.uniba.sk

represented for the purposes of signature of this agreement by doc. Mgr. Jozef Tancer, PhD., vice-rector for international relations, Erasmus+ institutional coordinator, and

on the other part the 'participant'

First name and family name: «bew_titel» «bew_vorname» «bew_nachname», «bew_titel_nach»

Date of birth: «bew_geb_datum»
Residence at address: «adr_heim_strasse», «adr_heim_plz» «adr_heim_ort»
Mobile phone / phone: «bew_sec_tel_nr»
E-mail: «bew_email»
Faculty: «inst_id_heim_child_name»
Name of receiving institution: «inst_id_gast_name» / «inst_id_gast_erasmus_code»
Country of receiving institution: «inst_id_gast_land»
Activity type: «aust_prog_id»

Bank account where the financial support should be paid (do not fill in case of zero-grant from EU funds):

Bank account holder: «p_bank_kto_name» Bank name: «p_bank_name»
Account/IBAN: «p_bank_iban» SWIFT: «p_bank_swift_code»

The parties referred to above have agreed to enter into this Agreement. The Agreement is composed of:
Terms and Conditions

Annex I: Erasmus+ mobility agreement for staff mobility for teaching/training¹

The terms set out in the Terms and Conditions will take precedence over those set out in the annex.

The participant receives:

«cb1» financial support from Erasmus+ EU funds
«cb2» a zero-grant
«cb8» a partial financial support from Erasmus+ EU funds for part of the physical duration
«cb15» «cb16»

Total amount includes:

«cb7» Base amount for individual support
«cb3» Travel support (green travel or non-green travel)
«cb5» Travel days (additional individual support days)
«cb6» Inclusion support (based on real costs)

¹ It is not compulsory to circulate documents with original signatures for Annex 1 of this agreement. Scanned copies of signatures and electronic signatures may be accepted.

TERMS AND CONDITIONS

ARTICLE 1 – SUBJECT OF THE AGREEMENT

- 1.1 This agreement sets out the rights and obligations and terms and conditions applicable to the financial support awarded to carry out a mobility activity under the Erasmus+ Programme.
- 1.2 The organisation will provide support to the participant for undertaking a mobility activity «combined_mobility_1» «activity_type» «combined_mobility_2».
- 1.3 The participant accepts the support or the provision of services as specified in Article 3 and undertakes to carry out the mobility activity as described in Annex 1.
- 1.4 **Amendments to this grant agreement will be requested and agreed by both parties through a formal notification by letter or by electronic message.**

ARTICLE 2 – ENTRY INTO FORCE AND DURATION OF MOBILITY

- 2.1 The agreement will enter into force on the date when the last of the two parties signs this agreement.
- 2.2 The mobility period will start on «bew_dat_von» and end on «bew_dat_bis».
- 2.3 The period covered by the agreement includes:
 - a physical mobility period from «bew_dat_von» to «bew_dat_bis», equal to «grant_days» days
 - «bew_reisetage» funded travel days
 - a virtual component from «bew_dat_virtuell_von» / to «bew_dat_virtuell_bis»
 - period of mobility interruption from «bew_unterbrech_dat_von» to «bew_unterbrech_dat_bis», which represents «bew_unterbrech_tage» day/days of interruption.
- 2.4 The certificate of attendance (or statement attached to this document) 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 [Erasmus+ Programme Guide 2024](#).
- 3.2 The participant will receive a financial support from Erasmus+ EU funds for «bew_foerdertage» days. The number of days will be equal to the duration of the physical mobility period plus travel days. If the participant will not receive financial support for a part or the entire mobility period, this number of days are to be adjusted accordingly.
- 3.3 The participant may submit a request concerning the extension of the physical mobility period up to the maximum activity duration set out in the Erasmus+ Programme Guide. The request for the extension of the mobility must be submitted by the participants no later than one month before the originally planned end of the mobility. If the organisation agrees to extend the duration of the mobility period, the agreement will be amended accordingly. The total duration of the mobility may not be longer than 60 days.
- 3.4 The organisation shall provide the participant the total financial support of «betrag_gesamt» EUR. The organisation shall provide the participant individual support «betrag_eu» EUR and travel support «betrag_reisekosten» EUR. The amount of individual support is «grant_setting_amount» EUR per day up to the 14th day of the activity and 70% of the stated amount per day from the 15th day of the activity. For participants with a zero grant, the financial support is equal to zero.
- 3.5 If relevant, reimbursement of costs incurred in connection with the need for inclusion and travel costs (inclusion support, extraordinary costs associated with high travel costs, travel support) must be based on supporting documents provided by the participant.
- 3.6 **In the case of mobility for teaching, it is necessary to adhere to a minimum of 8 taught hours per week (or for any shorter duration of mobility, proportionally).** If the mobility lasts longer than one week, the minimum number of teaching hours per incomplete week should be proportional to the duration of this incomplete week. If the staff mobility is a combination of teaching and training within one stay, the minimum number of hours taught is reduced to 4 hours per week (or for any shorter duration of mobility, proportionally). This minimum does not apply to employees invited from companies. The participant must teach a total of «bew_lehr_stunden» hours for «bew_lehr_tage» days.

ARTICLE 4 – ELIGIBILITY OF COSTS

- 4.1 In order to be eligible the costs must be actually used or produced by the participant in the period set out in Article 2 and/or be necessary for implementing the activity in the Annex. The costs must comply with the applicable national law on taxes, labour and social security.
- 4.2 Regarding actual costs (e.g. inclusion support) they must be based on supporting document such as invoices, receipts, etc.

- 4.3 The financial support may not be used to cover costs for activities already funded by EU funds. It is nonetheless 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 1.
- 4.4 The participant may not claim reimbursement for currency exchange losses or bank costs charged by the participant's bank for transfers from the sending organisation.

ARTICLE 5 – PAYMENT ARRANGEMENTS

- 5.1 Within 30 calendar days from the signing of the agreement by both parties and no later than after the start of the mobility, the participant will be sent a pre-financing amount equal to 100% of the amount specified in Article 3. If the participant does not provide supporting documents on time according to the sending organization's schedule, a later pre-financing payment may exceptionally be accepted, if duly justified.
- 5.2 **Within 30 days from the end of the mobility the participant must submit to the organization the proof of the actual start and end date of the mobility based on the confirmation of participation provided by the host organization (Certificate of mobility).**

ARTICLE 6 – RECOVERY

- 6.1 The financial support or part thereof shall be recovered by the sending organisation if the participant does not comply with the terms of the agreement. If the participant terminates the agreement before it ends, the participant shall have to return the amount of the grant already paid, except if agreed differently with the sending organisation. The latter shall be reported by the sending organisation and accepted by the National Agency.

ARTICLE 7 – **INSURANCE**

- 7.1 The organisation shall make sure that the participant has adequate insurance coverage either by providing the insurance itself, or by providing the participant with the relevant information and support to take an insurance on their own.
- 7.2 At least the confirmation of health insurance must be attached to the agreement.
- 7.3 During a foreign business trip, the organization is responsible for both health and luggage insurance, which will be provided the participant. **The university recommends to the participants to also take liability insurance for damage caused and accident insurance.** Before the mobility the university advises participants to register at the website of the Ministry of Foreign Affairs for help in emergency situations: www.mzv.sk

ARTICLE 8 – LANGUAGE LEVEL AND ONLINE LANGUAGE SUPPORT (OLS)

- 8.1 The participant may carry out the OLS language assessment in the language of mobility (if available) before the mobility period and make use of the language courses available on the OLS platform.

ARTICLE 9 – **PARTICIPANT REPORT**

- 9.1 **The participant shall complete and submit the participant report on their mobility experience (via the online EU Survey tool) within 30 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.**

ARTICLE 10 – ETHICS AND VALUES

- 10.1 The mobility activity must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.
- 10.2 The participant must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities during the mobility).
- 10.3 If the participant breaches any of its obligations under this Article, the financial support may be reduced or not be paid.

ARTICLE 11 – DATA PROTECTION

- 11.1 Any personal data under the agreement will be processed under the responsibility of the data controller identified in the privacy statement in accordance with the applicable data provision legislation, in particular Regulation 2018/17252 and related national data protection acts and for the purposes set out in the Privacy Statement available at:
<https://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>
- 11.2 Such data will 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 legislation (Court of Auditors or European Antifraud Office (OLAF)).
- 11.3 The participant may, on written request, gain access to his personal data and correct any information that is inaccurate or incomplete. The participant 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 12 — AGREEMENT SUSPENSION

- 12.1 The agreement may be suspended by initiative of the participant or of the organisation if exceptional circumstances — in particular force majeure (see Article 16) — make implementation impossible or excessively difficult. The suspension will take effect on the day agreed by written notification by the parties. The agreement may be resumed afterwards.
- 12.2 The organisation may — at any moment — suspend the agreement, if the participant has committed or is suspected of having committed:
- substantial errors, irregularities or fraud or
 - serious breach of obligations under this agreement or during its award (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethics rules (if applicable), etc.)
- 12.3 Once circumstances allow for implementation to resume, the parties must immediately agree on the resumption date (one day after suspension end date). The suspension will be lifted with effect from the suspension end date.
- 12.4 During the suspension, no financial support will be paid to the participant.
- 12.5 The participant may not claim damages due to suspension by the organisation.
- 12.6 Suspension does not affect the organisation’s right to terminate the agreement (see Article 13).

ARTICLE 13 – TERMINATION OF THE AGREEMENT

- 13.1 The agreement may be terminated by either party if circumstances arise that render the execution of the agreement impracticable, impossible or excessively difficult.
- 13.2 In case of termination due to force majeure (Article 16), the participant will be entitled to receive at least the amount of the financial support corresponding to the actual duration of the activity period. Any remaining funds will have to be recovered.
- 13.3 In the event of serious breach of obligations or if the participant has committed irregularities, fraud, corruption, or is involved in a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking the organisation may terminate the agreement by formally notifying the other party.
- 13.4 The organisation reserves the right to initiate a court action if any requested refund is not voluntarily issued within the deadline notified to the participant by registered letter.
- 13.5 The termination will take effect on the date specified in the notification; ‘termination date’.
- 13.6 The participant may not claim damages due to termination by the organisation.

ARTICLE 14 – CHECKS AND AUDITS

- 14.1 The parties of the agreement undertake to provide any detailed information requested by the European Commission, the National Agency or by any other outside body authorised by the European Commission or the National Agency to check that the mobility period and the provisions of the agreement are being or were properly implemented.

2 Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC.

- 14.2 Any finding related to the agreement may lead to the measures set in Article 6 or to further legal action in the terms of the applicable national law.

ARTICLE 15 – DAMAGES

- 15.1 Each party of this agreement exonerates 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 their staff.
- 15.2 The National Agency, the European Commission or their staff will 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 or the European Commission will not entertain any request for indemnity of reimbursement accompanying such claim.

ARTICLE 16 – FORCE MAJEURE

- 16.1 A party prevented by force majeure from fulfilling its obligations under the agreement cannot be considered in breach of them.
- 16.2 'Force majeure' means any situation or event that:
- prevents either party from fulfilling their obligations under the agreement,
 - was unforeseeable, exceptional situation and beyond the parties' control,
 - was not due to error or negligence on their part (or on the part of other participating entities involved in the action), and
 - proves to be inevitable in spite of exercising all due diligence.
- 16.3 Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.
- 16.4 The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible.
- 16.5 The participant must prove a causal connection between the occurrence of the event and the impossibility of fulfilling the obligations arising from the agreement and demonstrate the extraordinary nature of the event by confirmation from a competent authority or other evidence. Based on the evaluation of the evidence, the organization will recognize or not recognize the event as a case of force majeure and proceed to terminate the agreement according to Article 13.

ARTICLE 17 – LAW APPLICABLE AND COMPETENT COURT

- 17.1 The agreement on the provision of financial support is governed by the national legal order of the Slovak Republic.
- 17.2 The competent court determined in accordance with the applicable national law will 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.

ARTICLE 18 – ENTRY INTO FORCE

The agreement will enter into force on the last date of signature by the parties.

ARTICLE 19 – AGREEMENT ON GREEN TRAVEL FOR MOBILITY

- 19.1 The participant declares on their honour that she/he will travel most of the way (in terms of distance) to the place of mobility and back from the place of mobility by "green transport" (train / bus / car shared with several mobility participants). The participant must submit relevant return travel tickets to the organisation or a special declaration on the use of a car shared with several people according to the organisation model. If the conditions for traveling by "green transport" are not met, the participant loses the right to support for "green travel".

OR

This article does not apply.

- 19.2 The organisation provides the participant with support for the travel costs listed on the first page of this agreement in the amount corresponding to the "green travel" contribution.

OR

This article does not apply.

SIGNATURES

For the participant

«bew_titel» «bew_vorname» «bew_nachname»,
«bew_titel_nach»

For the organisation

doc. Mgr. Jozef Tancer, PhD.
institutional coordinator of the Erasmus+
programme at the university

Done at:

In Bratislava, on

Date: