**AGREEMENT**

**ERASMUS+ MOBILITY OF INDIVIDUALS (STA – Staff Mobility for Teaching)**

Project code: 2023-1-CZ01-KA131-HED-000124019

Field: Higher Education

Academic Year: 2023/2024

Erasmus+ mobility ID number:

###### **PREAMBLE**

This Agreement (‘the Agreement’) is between the following parties:

**on the one part,**

the **Organisation** (‘the organisation’),

**Jihočeská univerzita v Českých Budějovicích, CZ CESKE01**

Address: Branišovská 1645/31a, 370 05 České Budějovice

Email: vinicka@jcu.cz

represented for the purposes of signature of this agreement by Assoc. Prof. PaedDr. Radka Závodská, Ph.D., Vice-Rector for International Relations, or by Mgr. Kateřina Vinická, International Relations Officer

**and**

**on the other part,**

**the Participant** (‘the participant’),

**[Name and Surname]**

|  |  |
| --- | --- |
| **Date of birth:** | Klikněte nebo klepněte sem a zadejte text. |
| **Nationality:** | Klikněte nebo klepněte sem a zadejte text. |
| **Phone:** | Klikněte nebo klepněte sem a zadejte text. |
| **Email:** | Klikněte nebo klepněte sem a zadejte text. |
| **Address of permanent residence:** Klikněte nebo klepněte sem a zadejte text. |
| **Address of temporary residence:** Klikněte nebo klepněte sem a zadejte text. |

|  |  |
| --- | --- |
| **Faculty:** | Zvolte položku. |
| **Department:** | Klikněte nebo klepněte sem a zadejte text. |
| **Seniority** (number of years at USB): | Zvolte položku. |

The parties referred to above have agreed to enter into this Agreement for the purpose of the staff mobility specified below:

|  |  |
| --- | --- |
| **Host organisation:** | Klikněte nebo klepněte sem a zadejte text. |
| **ID code:** *(Erasmus+ code, or OID,* *if available):* | Klikněte nebo klepněte sem a zadejte text. |
| **Country:** | Klikněte nebo klepněte sem a zadejte text. |
| **Address:** | Klikněte nebo klepněte sem a zadejte text. |
| **Dates of mobility:** | Klikněte nebo klepněte sem a zadejte text. |
| **The means of transport used:** | Klikněte nebo klepněte sem a zadejte text.Note: In case a sustainable means of transport (train, bus, bicycle, carpooling) is used for the main part of the trip (most of the journey there and back), and the participant declares and confirms the use of a sustainable means of transport by completing it in this field and by signing this Agreement, he/she will receive up to four days of additional individual support to cover travel days for a return trip, if relevant.  |

The Agreement is composed of:

Terms and Conditions

Annex 1: Erasmus+ Mobility Agreement for Staff Mobility for Teaching

Annex 2: Proof of insurance (applies to mobilities where the participant is responsible for taking the insurance coverage)

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

Total amount includes:

[ ]  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 (250 EUR)

[ ]  Top-up amount for students and recent graduates with fewer opportunities on short-term mobility (100 EUR or 150 EUR)

[ ]  Top-up amount for traineeships (150 EUR)

[ ]  Top-up amount for green travel to individual support (one-time contribution of 50 EUR)

[ ]  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:

[ ]  a financial support from Erasmus+ EU funds

[ ]  a zero-grant

[ ]  a partial financial support from Erasmus+ EU funds for part of the physical duration

###### **TERMS AND CONDITIONS**

#### **ARTICLE 1 – SUBJECT OF THE AGREEMENT**

* 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.
	2. The organisation will provide support to the participant for undertaking a mobility activity.
	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 the Annex 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 [date] and end on [date]. The start date of the mobility shall correspond to the first day on which the participant is required to be physically present at the host organisation and the end date shall correspond to the last day on which the participant is required to be physically present at the host organisation.

2.3 The period covered by the grant agreement includes:

* a physical mobility period from [date] to [date], equal to [number of mobility days] days
* […] funded travel days
* a virtual component from [date] to [date](relates to blended mobilities)

2.4 The Confirmation of Erasmus+ Teaching Activity shall provide the confirmed start and end dates of duration of the mobility period, including the virtual component, if relevant.

#### **ARTICLE 3 – FINANCIAL SUPPORT**

3.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide 2023 Version.

3.2 The participant will receive a financial support for **[…]** days. The number of days will be equal to the duration of the physical mobility period plus travel days. The financial support from the Erasmus+ EU funds will be provided for minimum 2 days of activity, unless it is a EU zero-grant participant.

3.3 The participant may submit a request concerning the extension of the physical mobility period within the limit set out in the Erasmus+ Programme Guide, i.e. provided that the total duration of the mobility does not exceed 60 days of physical activity. If the organisation agrees to extend the duration of the mobility period, the agreement will be amended accordingly.

3.4 In accordance with its internal rules, the organisation shall provide the participant with the required support in the form of a direct provision of the needed support services. The grant support will be provided within the EU grant budget categories for individual and travel support. The organisation shall ensure that the provision of services will meet the necessary quality and safety standards.

**Budget category – individual support:**

|  |  |  |
| --- | --- | --- |
| **Group** | **up to 14th day**  | **15th – 60th day** |
| Denmark, Finland, Iceland, Ireland, Liechtenstein, Luxembourg, Norway, Sweden | **153 EUR per day** | **107,1 EUR per day** |
| Austria, Belgium, Cyprus, France, Germany, Greece, Italy, Malta, Netherlands, Portugal, Spain | **136 EUR per day** | **95,2 EUR per day** |
| Bulgaria, Croatia, Czech Republic, Estonia, Hungary, Latvia, Lithuania, North Macedonia, Poland, Romania, Serbia, Slovakia, Slovenia, Türkiye | **119 EUR per day** | **83,3 EUR per day** |

 **Budget category – travel support:**

|  |  |  |
| --- | --- | --- |
| **Travel distances** | **In case of standard travel** | **In case of green travel** |
| **10 – 99 km** | **23 EUR** |  |
| **100 – 499 km** | **180 EUR** | **210 EUR** |
| **500 – 1999 km** | **275 EUR** | **320 EUR** |
| **2000 – 2999 km** | **360 EUR** | **410 EUR** |
| **3000 – 3999 km** | **530 EUR** | **610 EUR** |
| **4000 – 7999 km** | **820 EUR** |  |
| **8000 km a více** | **1500 EUR** |  |

3.5 Non-allowable costs and costs exceeding the EU grant budget categories for individual and travel support, are borne by the faculty.

3.6 The contribution towards costs incurred in connection with travel or inclusion needs (insclusion 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.

3.7 In the case of using sustainable means of transport (green travel), the participant is obliged to keep evidence of the journey (transport documents) and to present them to the organisation as part of the travel order settlement. The Participant shall declare the use of a sustainable means of transport by completing the 'means of transport used' section in the preamble of this contract.

3.8 The financial support may not be used to cover costs for actions already funded by Union funds.

3.9 Notwithstanding Article 3.7, the financial support 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 1.

#### **ARTICLE 4 – PAYMENT ARRANGEMENTS**

4.1 A travel advance will be provided to the participant. The travel advance payment will be made only on the basis of a duly completed and approved travel order. The travel advance payment will be made in full, i.e. the amount of the travel advance payment will be determined by multiplying the number of mobility days by the corresponding daily rate for individual support for the respective host country (for the physical mobility period only, excluding travel days).

 The travel advance is paid in cash in EUR at the Rectorate cash desk.

If the participant requires any different method of payment or a different amount of travel advance, he/she shall specify the method/amount of travel advance in point 4.4.

4.2 The Participant may refuse the travel advance payment by selecting the option NO in section 4.3.

4.3 The Participant shall request payment of the advance:

 ☐ YES

 ☐ NO

4.4 Requested method of payment/required amount of travel advance other than as set out in clause 4.1:

 ☐ cash at the cash desk in the amount of XXX EUR

☐ by transfer to the participant's bank account in CZK currency in the amount of XXX CZK

(the travel advance will be paid into a bank account identical to the bank account to which the participant's salary is sent)

 ☐ Combined - in cash at the cash desk in EUR in the amount of XXX EUR and by transfer to the participant's bank account in CZK in the amount of XXX CZK

4.5 Date of payment of the travel advance at the cash desk: XX. XX. 20XX (to be filled in by the IRO)

#### **ARTICLE 5 – ACADEMIC CONDITIONS AND RECOGNITION OF MOBILITY**

5.1 The participant must provide proof of the actual start and end date of the mobility in the form of a **Confirmation of Erasmus+ Teaching Activity** issued by the host organisation. The participant shall submit the **ORIGINAL** with the **stamp and signature** of the host organisation immediately after returning from the mobility.

5.2 The employee must submit all accounting documents for the purposes of travel order settlement within 10 working days after the end of the mobility. The travel order settlement shall be governed by the internal rules of the organisation, in particular by the Bursar's Measure No K61 and related amendments.

#### **ARTICLE 6 – RECOVERY**

6.1 The financial support of 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.

6.2 The financial support of part thereof shall be recovered by the sending organisation if the participant does not comply with the terms of the agreement, or if the participant does not comply with the general conditions for mobilities within the Erasmus+ Programme (below is a list of the basic conditions for a staff mobility for teaching):

* The teaching period abroad enables any teaching staff at a higher education institution or staff from enterprises to teach at a partner higher education institution abroad. Staff mobility for teaching can be in any study field.
* A staff mobility period abroad can combine teaching and training activities. Any teaching or training period abroad may be carried out as a blended mobility.
* **Duration of a staff mobility for teaching**: **from 2 to 60 days** of physical activity, excluding travel time.
* In the case of invited staff from enterprises, the minimum duration is 1 day of physical mobility.
* In all cases, the minimum number of days must be consecutive.
* The physical mobility period may be interrupted. The interruption period does not count towards the duration of the mobility activity.
* A teaching activity has to comprise **a minimum of 8 hours of teaching per week** (or any other period of stay shorter than a week). If the mobility lasts longer than one week, the minimum number of teaching hours for an incomplete week should be proportional to the duration of that week.
* There is no minimum number of teaching hours for invited staff from enterprises.
* If the teaching activity is combined with a training activity during a single period abroad, the minimum number of hours of teaching per week (or any other period of stay shorter than a week) is reduced to 4 hours.
* Travel distances must be calculated using the distance calculator supported by the European Commission (http://ec.europa.eu/programmes/erasmus-plus/tools/distance\_en.htm). The distance of a one-way travel must be used to calculate the amount of the EU grant that will support the round trip. The place of origin is the location of the sending institution. The venue of the activity is the location of the receiving institution.

The full terms and conditions are contained in the Erasmus+ Programme Guide, available on https://erasmus-plus.ec.europa.eu/erasmus-programme-guide.

#### **ARTICLE 7 - INSURANCE**

7.1     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 participant is identified as the responsible party in art 7.3, a specific document will be attached to this agreement as a proof of insurance.

7.2   Insurance coverage shall include at minimum a health insurance and optional a liability insurance and an accident insurance (recommended).

Note: 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.

7.3    The responsible party for taking the insurance coverage is: [the organisation OR the participant]

**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 Ethics: 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 Values: 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).

10.3 If a participant breaches any of its obligations under this Article, the grant may be reduced.

#### **ARTICLE 11 – DATA PROTECTION**

11.1 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>

11.2 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 organisations 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 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 his/her personal data to the sending organisation and/or the National Agency. The participant may lodge a complaint against the processing of his personal data to the European Data Protection Supervisor with regard to the use of the data by the European Commission.

#### **ARTICLE 12 – termination of the agreement**

12.1 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.

12.2 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. The participant is obliged to keep accounting documents and contractual documentation for the mobility costs incurred, the reimbursement of which would be claimed in case of force majeure.

#### **ARTICLE 13 – CHEcks and audits**

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

#### **ARTICLE 14 – LIABILITY**

14.1 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.

14.2 The National Agency of 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 Czech Republic or the European Commission shall not entertain any request for indemnity of reimbursement accompanying such claim.

#### **ARTIcle 15 – applicable law and competent court**

15.1 The Agreement is governed by law of the Czech Republic.

15.2 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 For the organisation

[name / surname] Mgr. Kateřina Vinická

 International Relations Officer

Done at [place], [date] Done at České Budějovice,

**Annex 1**

**Erasmus+ Mobility Agreement for Staff Mobility for Teaching**