# Support Agreement

 Erasmus+ mobility for traineeship

Academic year 20../20..

**Contract nr: ..**

**The University of Pécs**

Erasmus code: **HU PECS01**

registered office: **7622 Pécs, Vasvári P. u. 4.**

institutional ID number: **FI 58544**

tax number: **19308681-4-02**

group ID number: **17783941-5-02**

bank account number: **OTP Bank HU79117310012313557400000000**

hereinafter **the Institution**, represented for the purposes of signing this Agreement by **Prof.** **Dr. Attila Miseta, rector,**

**on the one part,**

**and**

|  |
| --- |
| **Name of Participant: ..** |
| Place and date of birth:.. | Nationality: .. |
| Permanent address: .. |
| Telephone: .. | E-mail: . |
| Gender: .. | Neptun code: .. |
| Level of studies: .. | Number of years accomplished in higher education:.. |
| Area of studies: .. | Code: .. |

Contract type: Erasmus+ zero-grant status with financial support from the funds provided by the Ministry of Culture and Innovation under grant decision VI/1726-2/2023/FÁFIN.

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, [100.000 HUF]/month

☐ Top-up amount for students and recent graduates with fewer opportunities on short-term mobility, [40.000 HUF or 60.000 HUF]

☐ Green travel top-up, [20.000 HUF]

☐ Travel support (standard travel or green travel amount)

☐ Travel days (additional individual support days)

☐ Exceptional cost for expensive travel support (based on real costs)

☐ Inclusion support (based on real costs)

Bank account where the financial support should be paid: …

Bank account holder: …

Bank name: …

BIC/SWIFT number …

Account/IBAN number: …

hereinafter **the Participant,**

**on the other part,**

have agreedto thefollowing **Special Conditions** and the **Annexes** which form an integral part of this agreement (“**the grant Agreement”**).

Annex I. Erasmus+ Learning Agreement for student mobility for traineeships

Annex II General Conditions

Annex III [Erasmus Student Chart](http://erasmus.pte.hu/content/erasmus-hallgatoi-charta)er

The terms set out in the Special Conditions shall take precedence over those set out in the annexes.

# SPECIAL CONDITIONS

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

1.1 The Institution shall provide support for the Participant’s traineeship mobility activity performed within the framework of the Erasmus+ Programme.

**Name of the Receiving Institution:**

**Erasmus code:**

1.2 The Participant accepts the support specified in article 3 and undertakes to carry out the mobility activity for traineeships as described in Annex I. The Participant shall enrol at the (Sending) Institution in the 2023/24 Academic Year and shall undertake to have an active student status in both semesters of the 2023/24 Academic Year falling under the scholarship period and to satisfy all possible payment obligations due to the Institution. The Participant shall not obtain their degree before ending the mobility. The Institution shall pay to the Participant the financial provisions to which the Participant is entitled in the given Academic Year.

1.3 Amendments to the agreement including the modification of the start and end date shall be requested and agreed by both parties through a formal notification by letter or by electronic message.

**ARTICLE 2 – ENTRY INTO FORCE AND THE DURATION OF MOBILITY**

2.1 The agreement shall enter into force on the date when the last of the two parties signs. The Agreement shall remain in force until the Parties fully performed their contractual obligations under this Agreement.

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 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. If, as part of the mobility period abroad, the Participant attends a language course offered by the host institution, the starting date of the mobility period is the first day of the language course at the host institution. The last day of the mobility period is the last day on which the Participant shall physically attend the host institution in person.

2.3 The Participant shall receive a financial support from Erasmus+ EU funds for [[for long-term mobility] […] months and […] days / [for short-term mobility] […] days]]. If applicable, […] travel days are added to the duration of the mobility period and included in the calculation of the individual support.

2.4 [For long-term mobility] The total duration of the physical mobility period shall not exceed 12 months (or 24 months in the case of one-cycle study programmes), including any zero grant period. [For short-term mobility] The total duration of the physical mobility period shall not exceed 30 days.

2.5 Regarding the extension of the mobility period, the Participant may submit a request electronically to the institutional coordinator (erasmus@pte.hu) at least 30 days before the originally planned mobility period ends, considering the provisions of point 2.4. If the institution agrees to extend the duration of the mobility period, the agreement shall be amended accordingly.

2.6. The start and end day of the mobility period shall be specified in the Learning Agreement in line with the mobility period outlined in Article 2.2 herein. The Transcript of Records, Traineeship Certificate, or 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. If the completed mobility period is shorter than the mobility period specified in this Article 2.2, then the Participant shall pay back the pro rata (time proportional) part of the support to the Institution. The pro rata proportion to be paid back shall be calculated based on the difference between the mobility period stipulated in Article 2.2 and the mobility period actually completed. The duration of the mobility period actually completed shall be defined on the basis of the Learning Agreement, the Arrival Form and the Validation Form. In this case, the provisions of Articles 3.8 to 3.9 shall apply accordingly to the repayment.

2.7 Within eight (8) days reckoned from the arrival at the Receiving Institution, the Participant shall inform the Institution (Institutional Coordinator by email: erasmus@pte.hu) about the Participant’s arrival and accommodation address and shall also send the Arrival Form (document certifying the commencement of the Erasmus+ mobility period) signed by the Receiving Institution.

**ARTICLE 3 – FINANCIAL SUPPORT**

3.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide with the conversion rate set at 400 HUF/EUR.

3.2 The Participant shall receive financial support from Erasmus+ EU funds for…days of physical mobility For zero-grant participants 0], [the number of days shall be equal to the duration of the physical mobility period plus travel days including green travel if applicable; if the Participant is not going to receive financial support for a part or the entire mobility period, this number of days should be adjusted accordingly.

3.3 The total financial support for the mobility period is HUF …, corresponding to HUF [for long-term mobility] […] per month and HUF […] per extra days] [[for short-term mobility] HUF 28.000 per day up to the 14th day of physical activity and HUF 20.000 per day from the 15th day [if applicable: and includes applicable top-ups] [if applicable: and includes HUF [...] for travel.[For zero-grant participants, the contribution for travel should be 0] [if applicable: and includes HUF […] for [….] funded travel days.

3.4 The contribution towards costs incurred in connection with travel or inclusion needs shall be based on the supporting documents provided by the Participant. Green travel must be supported by travel documents or a signed declaration by the Participant.

3.5. The financial support may not be used to cover similar costs already funded by EU or national funds.

3.6. Notwithstanding article 3.5, the grant is compatible with any other source of funding. This includes a salary that the Participant could receive for their traineeship or for any work outside their mobility activities as long as they carry out the activities foreseen in Annex I.

3.7 The Participant acknowledges that the financial support may not fully cover all costs related to or incurred during the mobility. Therefore, the Participant may have to bear an unforeseeable amount of costs related to or incurred in connection with the mobility, based on his/her own circumstances.

3.8 If the Participant fails to satisfy or only partially satisfies his or her obligations stipulated in this Agreement (including but not limited to the Learning Agreement), then the Institution may terminate this agreement with a fifteen (15) days' notice (or withdraw from it) and may demand the Participant to pay the financial support back in whole or in part. Proposing the amount to be paid back shall be at the discretion of the Institution and approving the amount shall be at the discretion of the National Agency. The Participant shall be notified by the Institution about the amount to be paid back before the Institution submits its proposal to the National Agency. The Participant shall have fifteen (15) days from receiving the proposal to reflect on it. The Participant’s comments on the proposal shall not be binding on either the Institution or the National Agency. If the Participant terminates the agreement before the mobility end date, the Participant will be obliged to reimburse the amount of the grant already paid to him/her, unless otherwise agreed with the Institution.

3.9. What to do in case of force majeure

 Force majeure is an umbrella term which refers to unavoidable external causes that prevent the Participant from fulfilling the specific conditions attached to the grant or from meeting other obligations (e.g. attendance at training courses). Such causes may include, but are not limited to, natural disasters (earthquake, fire, epidemic, etc.), certain political-social events (war, revolution, etc.), specific governmental measures (embargo, boycott, etc.), serious illness of the Participant, etc. The Participant must notify the Institution within 15 days of the occurrence of a force majeure event if it is likely that it will be unable to fulfil the terms of the contract in part or in whole. In addition to the notification, the Participant must also attach documents supporting the occurrence of the force majeure situation, if this is possible and feasible.

 If the Participant is prevented from carrying out his/her mobility activity as defined in Annex I due to force majeure, the Participant may receive at least a part of the grant amount, calculated on the basis of the actual length of the stay abroad. The remaining amount shall be reimbursed in full, unless otherwise agreed with the sending institution. In such cases, the Institution is obliged to inform the Tempus Public Foundation without delay and in all such cases the approval of the Tempus Public Foundation is required.

 If the Participant wishes to submit a force majeure request for extraordinary expenses incurred in connection with a force majeure situation, he/she must do so no later than 15 days after the mobility end date. The application must be submitted in the manner and format specified by the Institution, together with all supporting documents, which the Institution will forward to the Tempus Public Foundation for assessment by means of an itemised proposal. If, during the evaluation, the Tempus Public Foundation requests a deficiency report, the Participant shall have 30 days from the date of the institutional letter to submit it. If no reply is received by the deadline, the Tempus Public Foundation will take a decision on the basis of the documentation at its disposal. The Participant may withdraw its request for force majeure until a decision is taken.

 In the notification of the decision on the application of force majeure, the Institution will inform the Participant that he/she may submit an objection to the Institutional Contact Point within 8 days of receipt of the notification in case of dispute. If the Institution considers the objection to be justified, it will forward it to the Tempus Foundation together with all supporting documents and the detailed institutional proposal. The Tempus Public Foundation shall be entitled to decide whether to accept or reject the objection.

The Participant acknowledges that certifying the existence of a force majeure event and filing a request thereof is his/her sole responsibility and the deadlines outlined herein shall not be extended.

**ARTICLE 4 – PAYMENT ARRANGEMENTS**

4.1 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

- the start date of the mobility period

The payment shall be made to the Participant representing 100% of the amount specified in Article 3. In case the Participant did not provide the supporting documents in time, according to the sending Institution's timeline, a later payment of the pre-financing can be exceptionally accepted, based on justified reasons.

4.2. If the mobility period is longer than 5 months, the first 5 months will be paid by the deadline set out in Article 4.1. The remaining balance will be settled within 30 days of the submission (to the International Centre) and acceptance of the official, signed Transcript of Records (taking into account the minimum number of courses/credits required by the relevant Faculty for a semester), certifying the completion of the first semester.

4.3. If the payment under article 4.1. and 4.2. is lower than 100% of the financial support and if the report is available, the submission of the Participant final report via the online EU Survey tool shall be considered as the Participant's request for payment of the balance of the financial support. The Institution shall have 45 calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due. If a force majeure application has been made, the provisions of point 4.3 shall not apply.

**ARTICLE 5 – INSURANCE**

5.1 The Institution shall make sure that the Participant has adequate health insurance coverage which the Participant has taken out.

5.2 The Participant shall have a proper insurance for the entire stay abroad. Participant must obtain an EU Insurance Card (for EU countries) before departure. The Participant has been informed by the Institution about the insurance requirements. The Participant is aware that compulsory health insurance does not necessarily cover any costs incurred abroad and will arrange for additional insurance(s) in accordance with the host country's regulations.

Insurance company name and policy number:…...

The responsible party for taking the insurance coverage is the Participant.

5.3 The appropriate amount of liability insurance has been arranged, at least for damages occurring at the place of work/study. Name and policy number of the insurance company:

 … .

5.4 Accident insurance of an appropriate amount, at least for accidents occurring at the place of work/study, has been arranged. Name and policy number of the insurance company:

… .

5.5 The Parties stipulate that the Participant shall bear any accident, sickness, personal injury, damage to property and any related costs incurred during the stay abroad and shall not bring a claim against the Institution or the EU institutions or their staff.

**ARTICLE 6 – ONLINE LANGUAGE SUPPORT**

Only applicable for mobilities for which the main language of instruction or work is available in the Online Linguistic 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 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 student 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 following an OLS language course The Participant can follow the OLS language course of their choice, 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 (via the online EU Survey tool) if available after the mobility abroad within 30 calendar days upon receipt of the invitation to complete it. Participants who fail to complete and submit the online final report may be required by their Institution to partially or fully reimburse the financial support received.

7.2 A complementary online survey may be sent to the Participant allowing for full reporting on recognition issues. If the required minimum mobility duration has not been met, or a request for force majeure was submitted the provisions of points 7.1 and 7.2 do not apply.

**ARTICLE 8 – RECOGNITION OF THE TRAINEESHIP**

8.1 The Participant shall undertake to complete the traineeship programme specified in the Learning Agreement (Annex I) in accordance with the internal regulations of the host institution (in both semesters in the case of a scholarship for a full academic year).

8.2. The Institution shall, upon successful completion of the obligations outlined in the Learning Agreement to be concluded prior to the Participant's departure, recognize the traineeship completed at the host institution. The student shall submit his/her request for the recognition of credits earned during the mobility to the Faculty Credit Transfer Committee (hereinafter referred to as "the CCC") by the last day of the semester following the semester in which the mobility was realized. Such requests submitted after this date may be rejected by CCC as overdue without any examination of the merits.

8.3. Recognition of the traineeship may be refused only if the Participant does not meet the level of performance required by the host institution or otherwise fails to meet the requirements imposed by the participating partner institutions.

8.4 If the Participant fails to meet or only partially meets the requirements of the Learning Agreement, the Institution is entitled to claim back all or part of the support provided. The competent faculty shall determine the exact amount of the support to be repaid.

8.5 The Institution shall not be entitled to claim back all the support if the student was unable to complete the traineeship abroad due to force majeure. The latter cases must be reported immediately to the institutional Erasmus coordinator. The Participant's request must be supported by credible evidence. The Institution may allow partial reimbursement with the approval of the Tempus Public Foundation.

**ARTICLE 9 – OBLIGATION TO REPORT**

9.1. The Participant shall submit the following documents to the Institution (the central Erasmus Office):

**1. Certificate of the Receiving Institution** aboutthe duration of the stay abroad (Validation Form).

Deadline for submission: within **15** days reckoned from the end of the traineeship abroad

**2. Certificate of the Receiving Institution** about the traineeship (Traineeship Certificate)

Deadline for submission: within **30** days reckoned from the end of the traineeship abroad

**3. EU survey:** the Participant will get a reminder about the online report concerning the Erasmus obligation to report before returning. The Participant must ensure that his or her email address be operative and in the case of a change must inform the Institution about it.

**4. Student report:** the Participant shall write a report on his or her mobility experiences based on criteria defined by the International Centre. The Participant shall send the report to erasmus@pte.hu within **30** days reckoned from ending the mobility.

9.2. The Institution reserves the right to request the Participant to use additional IT tools for the purpose of submitting his or her report.

**ARTICLE 10 – DATA PROCESSING**

10.1. The sending Institution 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

10.2 The purpose of data processing is maintaining contact; tracking the life cycle of the project, its financial and professional monitoring; disseminating the results of the programme; producing reports and statistics necessary for the Institution and Tempus Public Foundation to fulfil their obligation to report; producing informative materials; and carrying out research and surveys.

10.3 The duration of data processing shall be specified in the main contract concluded with Tempus Public Foundation and its internal by-laws.

10.4 Those entering the data; competent employees of the Institution; actors of the evaluating and monitoring processes; supervisory organs and organs authorised to oversee; and experts and researchers assigned by the Institution to analyse the implementation and effects of the programme can have access to the data.

10.5 The Institution shall protect the personal data of the Participant especially from unauthorized access, alteration, transmission, disclosure, deletion or destruction and accidental destruction or injury. For the purpose of the technical protection of the personal data, the Supporter shall take special protecting measures if the personal data are conveyed via a network or any other IT tool.

10.6 Participant hereby represents by signature of this Agreement that he or she read and understood the detailed conditions pertaining to the processing of his/her personal data laid down in the data protection information sheet, including, in particular but not limited to, the purpose, legal ground and expected period of the data processing, the contact details of the controller and its representative, the recipients or categories of the personal data, if any, and the rights and possible legal remedies of the data subject.

**ARTICLE 11 – LAW APPLICABLE AND COMPETENT COURT**

11.1 The Agreement is governed by Hungarian law.

11.2 The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the institution and the participant concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

**ARTICLE 12– GENERAL AND CLOSING PROVISIONS**

12.1. The Participant shall individually carry out and finance all tasks related to the mobility and staying abroad (travelling, accommodation, visa etc.).

12.2. The Participant agrees to use the financial support exclusively for the purpose of performing the Learning Agreement, which forms an integral part of this Agreement.

12.3. The Participant shall bear the bank charges if he or she shall pay back the full amount or part of the financial support.

12.4. The institution has the right to recall the Participant from abroad and to claim back all or part of the financial support if the Participant fails to have an active student status in each semester of the scholarship period, if the Participant's student status is terminated or suspended, if the Participant obtains their degree before ending mobility or if the Participant seriously violates the laws of the host country or the rules (written or unwritten), codes of conduct, or regulations of the Institution during his or her stay abroad after the host institution notifies the Institution about such an incident. In such a case, the procedural rules set out in Article 3. shall apply accordingly to paying back the financial support.

12.6. The Participant shall bear all damages arising from or in connection with the mobility including but not limited to accidents, sickness, personal and financial losses The Participant may not claim such damages from either the Institution or any institution of the EU or their staff.

12.7. Any amendment to this Agreement or its Annexes must be agreed upon in writing. Any such subsequent contractual amendment must be attached to the original agreement.

The Parties have read and understood the Agreement and its Annexes, have acknowledged each other’s rights and obligations and mutually agree that it is in complete accordance with their intentions and wills, in witness whereof it is duly signed.

This Agreement is made and executed in three (3) original, fully identical counterparts, of which two (2) appertains to the Institution and one (1) appertains to the Participant.

|  |  |  |
| --- | --- | --- |
| Participant: |  | For the Institution: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| ..student |  | Prof. Dr. Attila Misetarector |
|  |  |  |
| Done at: .. |  | Done at: Pécs, .. |
|  |  |  |

I agree:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 István Decsi

 chancellor

Countersigned by:

|  |  |  |
| --- | --- | --- |
|  |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Marianna Péter financial countersigner | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dr. István Tarrósy professional countersigner |

**Annex II. GENERAL CONDITIONS**

**Article 1: Liability**

The Parties hereto discharge the other Party from liability (holding liable) for damage occurring in consequence of performing this Agreement unless such damage is caused by a serious and deliberate breach of contract of the other Party or the other Party’s employees.

Neither Tempus Public Foundation nor the European Community or its employees can be held liable for claims concerning damages occurring during the period of the mobility. Consequently, neither Tempus Public Foundation nor the European Community accepts any claim for compensation relating to such claims.

**Article 2: Termination of contract**

In case the Participant fails to perform one of his or her contractual obligations, in addition to the legal consequences under the governing law, the Institution has the right to repudiate or cancel the Agreement without any further legal limitation provided the Participant fails to take the appropriate steps within one month reckoned from the receipt of a reminder communicated in registered mail.

If the Participant repudiates the Agreement before its end or does not proceed in connection with the Agreement in compliance with the rules, the Participant must repay the support paid to him or her unless agreed upon otherwise with the sending institution.

If the Participant terminates the contract on the ground of force majeure, that is an unforeseeable event beyond the control of the Participant and which event cannot be attributed to the fault or negligence of their own, their collaborator, their related organisations or a third party concerned with the performance of the Agreement, the Participant shall be entitled to receive the amount of support due to him or her in accordance with the actual status of the mobility period as stipulated in Article 2.2. The remainder of the support shall be repaid unless agreed upon otherwise with the sending institution.

**Article 3: Data protection**

All personal data contained in the agreement shall be processed in accordance with Regulation (EC) No 2018/1725 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 to the European Data Protection Supervisor with regard to the use of the data by the European Commission.

**Article 4: Supervisions and investigations**

The signatory parties to the Agreement shall hand over detailed information to the European Commission, Tempus Public Foundation or to other external organs authorised by the European Commission or Tempus Public Foundation upon their request for the purpose of supervising whether the mobility period and the Agreement have been performed appropriately.