# Support Agreement

Erasmus+ 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**

bank account number: **OTP Bank 11731001-23135378-00000000**

hereinafter **the Institution**, represented for the purposes of signing this Agreement by **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: .. |

Student’s status: Erasmus+ financial support

Bank account to which financial support is to be transferred:

Name of the owner of bank account: ..

Name of bank: ..

Clearing/BIC/SWIFT code: ..

Bank account number with IBAN code: ..

hereinafter **the Participant,**

**on the other part,**

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

Annex I. Erasmus+ Learning Agreement for Traineeships

Annex II General Conditions

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

Annex IV Arrival Form (document certifying the commencement of the Erasmus+ traineeship period)

Annex V Validation Form (document certifying the Erasmus+ traineeship period)

The conditions stipulated in the Special Conditions shall take precedence over the provisions stipulated in the Annexes.

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, depending on the national legislation or institutional regulations.

# 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 shall accept the amount of the financial support stipulated in Article 3.1 and shall undertake to perform the traineeship mobility activity described in Annex I. The Participant shall enrol at the Sending Institution in the 20../.. academic year and shall undertake to have an active student status in all semesters of the 20../.. academic year falling under the scholarship period and to satisfy all possible payment obligations due to the Institution. **The participant cannot obtain his/her degree before ending the mobility.** The Institution shall pay to the Participant all the financial allowances to which the Participant is entitled in the given academic year.

1.3 The Participant shall acknowledge that in case the European Commission fails to put at the disposal of the Institution the amount necessary for financing the Erasmus+ Programme, or the Institution does not have adequate or enough sources to advance the support, the Institution will transfer the support to the Participant’s bank account only after the said amount has arrived.

1.4 The amendment of the Agreement, including the amendment of the start and end date, may only be requested by an official notice sent via post or email and the amendment shall be valid only in the case of mutual agreement.

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

2.1 The Agreement shall enter into force on the day the last signatory Party has signed it. The duration of the Agreement shall last until the full performance of the contractual obligations of the Parties.

2.2 **The start:.., the end: .. of the mobility period.** The start day of the mobility period is the day on which the Participant must first appear at the Receiving Institution. If, as part of the mobility period spent abroad, the Participant attends a language course offered by the Receiving Institution, the start day of the mobility period is the first day of the language course held at the Receiving Institution. The last day of the mobility period abroad is the day on which the Participant must last appear at the Receiving Institution. The days of travel do not belong to the mobility period.

2.3 The Participant will get financial support for .. **days** (that is for the period of .. months and .. days) from the Erasmus+ support. If the Participant obtains financial support from the Erasmus+ source: the number of days equals the mobility period; if the Participant obtains financial support combined with zero grant, the number of days equals the number of days financed from EU funds which is at least two months of traineeship period; if the Participant gets zero grant throughout the mobility period, the number of days must be zero (0). If the mobility period confirmed by the Validation form is shorter than 2 months (that is minimum 60 days), the Participant must pay back the whole Erasmus+ grant.

2.4 The combined mobility period within one study cycle (training level) – including former LLP/ERASMUS mobilities – can be maximum twelve (12) months. The duration of the mobility cannot exceed twelve (12) months including periods without Erasmus+ support (“zero grant periods”) as well.

2.5 A petition for extending the length of stay can be submitted to the Institution at least one month prior to the end of the mobility period.

2.6 The actual start and end day of the mobility period shall be specified in the Learning Agreement. If the duration completed is shorter than the duration specified in the Agreement, the Participant must pay back the pro rata proportion of the support to the Institution. The duration shall be defined on the basis of the Learning Agreement, the Arrival Form and the Validation Form. The Institution must send a demand concerning the repayment to the Participant in an official letter specifying the amount to be repaid, the particulars of the bank and the deadline of the repayment.

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

2.8 If the Participant only partially satisfies his or her traineeship obligations assumed in the Learning Agreement, the Participant must repay the proportional part of the support to the Institution. The amount to be repaid shall always be determined by the Institution and the amount must always be repaid in euros.

2.9 If the Participant fails to satisfy or only partially satisfies his or her obligations stipulated in the Learning Agreement, the Institution may terminate this Agreement upon fifteen (15) days’ notice or withdraw from it and demand the repayment of the full amount or the proportional part of the support provided.

**ARTICLE 3 – FINANCIAL SUPPORT**

3.1 The amount of financial support payable for the entire mobility period **.. euros** (monthly .. euros for the complete months and daily ../30 for the days remaining).

3.2 The method of calculating the total amount of support due for the entire mobility period: the number of days/month defined in Article 2.3 multiplied by the individual unit contribution applicable per one day/month for the receiving country. In the case of an incomplete month, the amount of the financial support is the product of the number of days of the incomplete-month-period and the 1/30th of the support stipulated for one month.

3.3 Expenses incurred in connection with special needs shall be settled up on the ground of a support request submitted and approved and on the basis of the documentation of accounts submitted by the Participant.

3.4 Financial support cannot be granted to cover expenses already covered from EU funds.

3.5 In derogation from the provision set forth in Article 3.4, the financial support may be exchanged for sources of other funds, including receipts which the Participant earns by his or her activity performed in addition to the traineeship and parallel with his or her activity specified in Annex I.

3.6 The financial support or a part of it must be paid back if the Participant is in breach of the provisions of this Agreement. If the Participant terminates the Agreement prior to its end, the Participant must repay the support already received unless agreed upon otherwise with the Sending Institution. If the Participant is hindered from performing his or her mobility activity specified in Annex I by force majeure, the Participant may get the part of the support amount due for the period already lapsed. The outstanding amount must be paid back in full unless agreed upon otherwise with the Sending Institution. The Sending Institution must promptly inform Tempus Public Foundation about such cases and the approval of Tempus Public Foundation is always required in all such cases.

3.7 The Participant acknowledges that the support will not necessarily cover all actually incurring expenses in full.

**ARTICLE 4 – TERMS OF PAYMENT**

4.1 Within thirty (30) days reckoned from the signing of the Agreement by both Parties, and on the start day of the mobility period at the latest, or upon the receipt of the certificate of arrival, the Participant shall be provided with pre-financing in the amount of 100% of the amount stipulated in Article 3. In case the Participant fails to hand over the certifying documents within the period of time stipulated by the Sending Institution, late performance of pre-financing may exceptionally be accepted.

4.2 If the payment under article 4.1 is lower than 100% of the financial support, the submission of the online EU survey 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.

4.3 In the case of a scholarship longer than five months, the amount of the first five months shall be transferred until the deadline stipulated in Article 4.1**.** The outstandingamount shall be paid within thirty (30) days reckoned from the submission (to the Centre for Internationalization and Connections) and acceptance of an interim report written by the mentor and submitted by the Participant.

**ARTICLE 5 – Insurance**

5.1 The Participant must have appropriate insurance for the entire duration of the stay abroad. The Participant must take out the [European Health Insurance Card](http://www.oep.hu/felso_menu/lakossagnak/ellatas_kulfoldon/az_europai_egeszsegbiztositasi_kartya) (in the case of EU member states) before travelling. The Participant will have received comprehensive information about issues concerning insurance. The Participant shall be aware of the fact that the compulsory health insurance does not necessarily cover possible expenses incurring abroad and the Participant must arrange for additional insurance(s) in line with the requirements of the receiving country prior to travelling. Acknowledgement that health insurance coverage has been organised shall be included in this agreement. Company name and number of the insurance:..

5.2 Acknowledgement that **liability insurance** coverage (covering damages caused by the student at the workplace) has been organised and of how it has been organised shall be included in this agreement. Company name and number of the insurance:..

5.3 Acknowledgement **accident insurance** coverage related to the student's tasks (covering at least damages caused to the student at the workplace) has been organised and of how it has been organised shall be included in this agreement. Company name and number of the insurance:

5.4 The Parties lay down that all casualty, sickness, personal and financial losses and expenses related to them must be borne by the Participant, and the Participant cannot charge either the Institution or any institution of the EU with them.

**ARTICLE 6 – ONLINE LINGUISTIC SUPPORT**

Only applicable for mobilities for which the main language of instruction or work is Bulgarian, Croatian, Czech, Danish, Dutch, Greek, English, Estonian, Finnish, French, German, Hungarian, Irish, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Slovak, Slovenian, Spanish or Swedish, with the exception of native speakers.

6.1 The Participant must take an online language assessment test before the start and the end of the mobility period. Taking the online language test is a precondition for starting the mobility except for well justified cases.

6.2 The level of language competence in .. language acquired or to be acquired before the mobility:..

6.3 In the case of Participants pursuing an online course, the Participant must begin the course immediately after obtaining access data and must cover as much of it as possible. If the Participant cannot take part in the training, he or she must inform the Institution about it before first logging in the course.

**ARTICLE 7 – EU SURVEY – EU QUESTIONNAIRE**

7.1 Following the end of the mobility period, the Participant must fill in and submit an individual online EU Survey within thirty (30) days reckoned from the receipt of a reminder sent online.

7.2 The Institution may demand the full or partial repayment of the support from a Participant who has failed to fill in and submit the online EU Survey.

7.3 Additional information may be requested from the Participant even after the online submission for the purpose of obtaining accurate information necessary for recognising the traineeship.

**ARTICLE 8 – RECOGNITION OF THE TRAINEESHIP**

8.1 The Participant shall undertake to complete the educational programme specified in the Learning Agreement in accordance with the internal regulation of the Institution, in the case of a scholarship for a full academic year in both semesters (Annex I).

8.2 The Institution shall validate and count towards the Participant’s domestic traineeship obligations the traineeship specified in the Learning Agreement concluded before the Participant’s travel in the case of their successful accomplishment. The student must submit the request for the recognition of the credits earned during the Erasmus mobility to the Credit Transfer Committee of the Faculty not later than the last day of the semester following the semester affected by the scholarship. All such requests submitted after this point of time may be rejected, as belated requests, by the Credit Transfer Committee without examination on the merit.

8.3 The recognition of the traineeship may only be refused if the Participant does not satisfy the performance level required by the Receiving Institution or in any other way fails to satisfy the requirements imposed on him or her by the receiving institution.

8.4 If the Participant fails to satisfy or only partially satisfies the expectations stipulated in the Learning Agreement, the Institution shall be entitled to demand the repayment of the full amount or the proportional part of the support provided. The amount to be repaid shall always be determined by the competent Faculty and the amount must always be repaid in euros.

8.5 The repayment of the support cannot be requested if the student could not accomplish the traineeship programme abroad due to force majeure. The Participant must promptly report such cases to the institutional Erasmus coordinator. The Participant must support his or her petition by trustworthy justification. Proportional repayment shall be permitted by the Institution with the consent of Tempus Public Foundation.

**ARTICLE 9 – OBLIGATION TO REPORT**

9.1 The Participant must 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, Annex V).

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.

Deadline for filling in and submission: within **30** days reckoned from returning

**4. Student report:** the Participant has to write a report on his/her mobility experiences based on criteria defined by the Centre for Internationalization and Connections. The participant has to send the report to [erasmus@pte.hu](mailto:erasmus@pte.hu) within **30** days reckoned from returning.

9.2 The Institution reserves the right to request the Participant to use other information technologies for the purpose of submitting his or her report.

**ARTICLE 10 – DATA PROCESSING**

10.1 Participant hereby represents by signature of this Agreement that he/she read and understood the detailed conditions pertaining to the processing of his/her personal data laid down in the data protection information sheet published on the <http://erasmus.pte.hu/hu/content/szabalyzatok> website, 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 hereby certifies that he or she accepts the mobility support provided by the European Commission.

12.2 The Participant shall individually carry out and finance all tasks related to the travel and the stay abroad (travelling, accommodation, visa etc.).

12.3 The Participant can use the support exclusively for the purpose of performing the Learning Agreement, which forms an integral part of this Agreement.

12.4 If the Participant fails to fulfil his or her obligations arising from this Agreement, the Institution has the right to terminate the Agreement upon fifteen (15) days’ notice or withdraw from it. In the case of termination or withdrawal, the Participant must repay to the Institution the support received in part or in full depending on the decision of the Institution within fifteen (15) days reckoned from the communication of termination/withdrawal. Settlement and payment shall always be effected in euros.

12.5 The Institution has the right to recall the Participant from abroad and demand back the grant in part or in full if the student status of the Participant is terminated or suspended, or the Participant seriously infringes the laws of the host country, or the rules (either written or unwritten), the norms of conduct or the by-laws of the institution during his or her stay abroad and the receiving institution notifies the Institution about it.

12.6 The Participant shall bear all casualty, sickness, personal and financial losses occurring during the stay abroad, and cannot charge either the Institution or any institution of the EU with them. The Participant shall declare that he or she has appropriate insurance for the entire period of stay abroad and arranges for any additional insurance policy to be taken out before travelling if necessary. The Participant may derogate from this provision only if he or she can take out an insurance policy under more favourable conditions or if it is mandatory in the receiving country.

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 |  | Dr. Attila Miseta  rector |
|  |  |  |
| 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.