

**PARTICIPATION AGREEMENT No. X/201X-201X+1**

**for studying abroad within the ERASMUS+ programme**

entered into, on the day, month and year specified below, in accordance with the relevant provisions of Section 1746 (2) of Act No. 89/2012 Coll., the Civil Code, as amended

(hereinafter the “Agreement”)

by and between

1. **Brno University of Technology**, Id. No.: 00216305, with its seat at: Antonínská 548/1, 60190, Brno; a public higher education institution established by Act No. 111/1998 Coll.; Erasmus ID code:

CZ BRNO01 (hereinafter the “Home Institution” or the “Brno University of Technology”), for the purposes of this Agreement represented on the basis of a power of attorney

 name and position of the authorised coordinator of the FRD of the BUT Rectorate, e-mail, telephone

and

1. **student of the Brno University of Technology** (hereinafter the “Mobility Participant”)

|  |  |
| --- | --- |
| Name and surname: |  |
| BUT personal number: |  |
| Sex: |  |
| Nationality: |  |
| Faculty: |  |
| Field of study: |  |
| Number of years studied: |  |
| Type of studies, year: |  |
| Permanent address: |  |
| Date of birth: |  |
| Telephone: |  |
| E-mail: |  |

The above parties hereby agree on the below terms and conditions and annexes which form integral part of this Agreement.

# ARTICLE 1: MOBILITY SPECIFICATION

|  |  |
| --- | --- |
| Name of the host institution |  |
| Erasmus ID code: |  |
| City, country: |  |
| Beginning of stay: |  |
| End of stay: |  |
| Number of days:[[1]](#footnote-1) |  |

**ARTICLE 2:** **SUBJECT OF THE AGREEMENT**

* 1. The subject of this Agreement is to set obligations of both parties following from the implementation of studies abroad within the Erasmus+ programme.
	2. The Mobility Participant agrees to study abroad as specified in Article 1 and complete the approved study plan specified in the **Learning Agreement**, Annex C.
	3. By virtue of this Agreement, the Brno University of Technology agrees to provide to the Mobility Participant financial support specified in Article 4.1 and in Annex A hereto.
	4. The Mobility Participant declares that he/she is aware of and meets the **Conditions of Erasmus+ Programme for**

**Study Stays** (Annex D) the applicable wording of which forms Annex to **Rector’s Guidance No. 18/2017** and is published at the website of the Brno University of Technology as well as part of this Agreement[[2]](#footnote-2)

# ARTICLE 3: AUTHORISED ACTIVITIES

* 1. Pursuant to this Agreement, the Mobility Participant may only perform the following activities at the host institution:
		1. **proper undergraduate or postgraduate study** at the host institution, which may include preparation of the final thesis (Bachelor’s. Master’s or doctoral) which leads to obtaining a diploma or qualification at the Home Institution.
		2. **participation in a language course abroad**, prior to studies abroad at the host institution.
		3. **combination of studies and traineeship** at the host institution, provided this traineeship is

guaranteed by the host institution at which the studies take place. Subsequently the entire stay is deemed to be studies; this includes the financial support rate. The periods of studies and traineeship must be consecutive.

* 1. Authorised activities may take place in the period **from** **1 June 2018 to 30 September 2019**.

# ARTICLE 4: PROGRAMME FUNDING

* 1. The Participant in Mobility shall receive for the period from **X. Y. 201X** to **X. Y. 201X**, i.e. for **X days** of stay financial support from EU funds and/or from the State budget in the total amount of **EUR XXXX** pursuant to Annex A hereto.
	2. Furthermore, the Mobility Participant will receive/will not receive[[3]](#footnote-3) financial support from the mobility scholarship fund of the Brno University of Technology;

see also Annex A hereto. Allocation of this support is governed by the internal regulation of Brno University of Technology.[[4]](#footnote-4)

* 1. The financial support includes/does not include[[5]](#footnote-5) support for students with special needs. Reimbursement of costs arising in connection to support of participants with special needs shall be based on documents

provided by the participants.

* 1. The financial support includes/does not include[[6]](#footnote-6) support for socio-economically disadvantaged students.
	2. Payment of financial support shall be made by wire transfer to an account specified and confirmed by the Participant in Mobility in the BUT Information System in instalments specified out in Annex A hereto.
	3. The Participant shall receive the first instalment of financial support not later than within 30 days of execution hereof by both parties; he/she shall receive the support on the day of commencement of the mobility at the latest. Exceptionally, later advance payment may be authorised if the student fails to provide required documents sufficiently in advance before mobility or some other demonstrably unforeseeable circumstance occurs on the part of any of the parties, which would inevitably lead to this (i.e. in case the Home Institution does not receive funds from the National Agency (DZS) in due time)
	4. The amount of the financial support is governed by a **flat-rate amounts table for every 30 days of stay** of the Erasmus+ programme for

2017/2018 available for download on the website of Brno University of Technology.

* 1. The Mobility Participant declares that the provided financial support shall not be used to pay costs that have been already covered from other EU events/programmes. With this exception, the financial support is compatible with any other source of funding including income that the Participant may gain by working beyond the scope of his/her study stay.

# ARTICLE 5: INSURANCE

* 1. The Mobility Participant expressly declares and confirms by execution hereof that he/she has been acquainted with the question of health insurance by the Home Institution in relation to his/her study stay.
	2. The Mobility Participant agrees to take out insurance of medical expenses valid for the host country for the period of the studies abroad.

# ARTICLE 6: ACADEMIC RECOGNITION OF STUDIES ABROAD

* 1. Prior to leaving for abroad, the Mobility Participant will prepare a specific plan of studies to be performed at the host institution and will submit it in writing on a Brno University of Technology form or a formally equivalent document of the host institution for approval.
	2. Approving the submitted study plan and accepting other conditions by both the home and host institution

constitutes a **Learning Agreement**, Annex C, binding for all parties.

* 1. By signing the Learning Agreement, Brno University of Technology declares that:
		1. it agrees with the chosen study plan of the Mobility Participant in the host institution.
		2. the chosen study plan is not at variance with the curriculum of the participant’s study programme at Brno University of Technology.
		3. **shall ensure full recognition of studies abroad in accordance with internal regulation** as proper part of studies at Brno University of Technology. This recognition may only be rejected if the Mobility Participant fails to meet the approved study plan or if the **Transcript of Records** does not correspond to this study plan.

# ARTICLE 7: ONLINE LANGUAGE SUPPORT

* 1. In case the courses are taught is English, French, German, Italian, Spanish or Dutch, the Mobility Participant agrees to participate in online evaluation of his/her language skills before the start of the mobility and at its end or on dates agreed upon with the Home Institution, with the exception of native speakers or equivalent. **The Participant must immediately inform the Home Institution if he/she is not able to perform the on-line evaluation for any reason and the Home Institution shall provide assistance for the purpose of solving the issue.**
	2. The above obligation **does not apply to native speakers of equivalent** based on a definition given in the **Conditions for Studying Abroad within the Erasmus+ Programme**.
	3. The Mobility Participant may participate in an on-line language course taught in the language of instruction on the basis of a licence for the purpose of preparation on a stay abroad. If the Participant is given access to the course, he/she shall make every effort to make the most out of the service. The Mobility Participant shall immediately, prior to registering for the course for the first time, inform the home institution if he/she is unable to participate in this course for objective reasons.

# ARTICLE 8: PARTICIPANT’S OBLIGATIONS DURING STAY

* 1. The Mobility Participant is obliged to:
		1. fulfil the agreed study plan in the host institution, i.e. to fulfil the minimum requirements of the Learning Agreement
		2. gain **the minimum number of credits per semester** on the host institution set by internal regulation of Brno University of Technology (Rector’s Guidance 18/2017).
		3. immediately, however not later than **30 days of the beginning of studies at the host institution,** ensure

that any **Changes to Original Learning Agreement** are approved by both the home and host institutions in writing, in the same way in which the original study plan was approved. If it is reasonably necessary to make changes to the Learning Agreement after the above deadline, the Mobility Participant is obliged to ensure their written approval by both the home and host institutions as soon as possible and to notify the Foreign Relations Department of the BUT Rectorate of this fact.

* + 1. if there are no changes in the approved study plan, the Mobility Participant is obliged to notify the Foreign Relations Department of the BUT Rectorate of this fact **within 30 days of the beginning of studies in the host institution.**
		2. immediately report **early termination of studies** at the host institution to his/her faculty and the Foreign Relations Department of the BUT Rectorate.
		3. In case of an application for extension of stay, to **apply in writing** using the relevant form

(Extension of Erasmus+ Study Period) which must be approved by the Home Institution and the host institution **not later than 30 days before the end of the original duration of the stay agreed upon in this Agreement**.

# ARTICLE 9: REPORTING

* 1. The Mobility Participant agrees to submit the following documents to the Foreign Relations Department of the BUT Rectorate following the end of the study stay:
		1. **Original of the Confirmation of Erasmus+ Study Period**.

This document contains confirmation of the host institution on the actual duration of the study period;

the Mobility Participant shall submit it **within 15 days of the end of studies abroad**.

* + 1. **Copy** of the **Transcript of Records**.

This document must comply with the Learning Agreement and all amendments thereto and the Mobility Participant will submit it

**within 45 days of the end of the stay or by** **15 October 2019** at the latest, whichever occurs earlier.

* + 1. **Final report from studies abroad** in an on-line application of the European Commission (EU Survey).

The Mobility Participant will receive access to this report to his/her contact e-mail following the end of his/her studies abroad. Furthermore, the Mobility Participant will process the final report **within 15 days of receipt of notification to fill in the report**.

Furthermore, a supplementary questionnaire may be sent to the Mobility Participant in order to obtain the full report on recognition of the study

results.

# ARTICLE 10: REFUND OF ALLOCATED FINANCIAL SUPPORT

* 1. The Mobility Participant agrees that BUT may request:
		1. returning of a proportional part of the financial support in case of shortening of studies abroad by **over**

**5 days**; the Mobility Participant’s claim for an actual duration of studies abroad shall be recognised, all remaining funds must be returned by him/her.

* + 1. returning of the entire allocated financial support or a proportional part thereof in case the Mobility Participant fails to fulfil the approved study plan and/or fails to gain the minimum number of ECTS credits per semester required by the internal regulation of Brno University of Technology – shall be determined as a percentage based on the number of missing/not recognised ECTS credits.
		2. returning of a proportional part of the financial support in case the studies of the Mobility Participant at Brno University of Technology are interrupted or terminated during the stay.
		3. returning of the entire allocated financial support in case any of the Parties withdraw from this Agreement.
		4. returning of the entire allocated financial support or proportional part thereof in case the documents set out in Article 7, 8 and 9 hereof are not submitted or within the set deadline.
		5. returning of the entire allocated financial support or proportional part thereof in case any

obligation following from this Agreement is not fulfilled.

* 1. The Home Institution shall assess the circumstances that might have arisen for the Mobility Participant and will determine the amount that the Mobility Participant will be obliged to return.
	2. The above provisions of paragraphs b), e) and f) shall not apply in case the Mobility Participant was prevented from duly

fulfilling his/her obligations by a *force majeure*, i.e. demonstrably unforeseeable and exceptional event or circumstance which he/she could not have affected and which was not caused by his/her error or negligence and which he/she immediately reported to the Erasmus+ programme co-ordinators at the home faculty and to the Foreign Relations Department of the BUT Rectorate. Furthermore, the Participant acknowledges that events of *force majeure* must be approved by the National Agency (DZS); otherwise, the Home Institution will presume it is not a *force majeure* event.

# ARTICLE 11: GOVERNING LAW

11.1 The provision of financial support is governed by terms and conditions of this Agreement, applicable rules

of the European Union and, in conformity with the principle of subsidiarity, also by the laws of the Czech Republic. BUT and the Mobility Participant may initiate court proceedings with respect to the decisions of the other party regarding use of the relevant provisions of the Agreement and the regime of its performance before a civil court.

# ARTICLE 12: FINAL PROVISIONS

* 1. This Agreement enters into force on the date of execution by both parties.
	2. The Mobility Participant acknowledges that personal data specified in this Agreement shall be processed within the meaning of Regulation (EU) No. 2016/679 of the European Parliament and of the Council and may be transferred abroad by the host organisation.
	3. This Agreement may be changed only by written consecutively numbered amendments executed by both parties.
	4. The following annexes form an integral part of this Contract:
		+ Annex A: Granting of Financial Support
		+ Annex B: General Terms and Conditions
		+ Annex C: Learning Agreement
		+ Annex D: Conditions for Studying Abroad within the Erasmus+ Programme (available on the BUT website)
		+ Annex E: Erasmus+ Student Charter (available on the BUT website)
	5. This Agreement has been drawn up in two counterparts, of which each Party shall obtain one counterpart.

The parties have read this Agreement, understand its contents and in witness of their consent, they affix their signatures

on the below-specified date.

In Brno, on: In Brno, on:

For BUT, based on a power of attorney: Mobility Participant

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# Annex B: GENERAL TERMS AND CONDITIONS

**ARTICLE 1 – LIABILITY FOR DAMAGE**

A party shall relieve the other party from liability for any damage which it incurs by itself or which is incurred by its employees as a consequence of performance of this Agreement, provided the damage was not caused by severe and intentional error of the second party or its employees.

The National Agency (DZS), the European Commission or their employees shall not be liable for any damage caused during the traineeship whose compensation would be claimed within this Agreement. The National Agency (DZS) and the European Commission do not deal with any applications for compensation for damage related to such claims.

# ARTICLE 2 – TERMINATION OF THE AGREEMENT

If the Participant fails to fulfil his/her contractual obligations, the Home Institution is authorised to withdraw from the Agreement regardless of the consequences, which are stipulated by the applicable legal regulations. The Agreement terminates by delivering a written counterpart of withdrawal from the Agreement to the Participant. Following termination of the Agreement, the Participant is obliged to return the entire amount of allocated financial support to the Home Institution. The Home Institution is entitled to enter into an agreement with the Participant that in this case, the Participant is only obliged to return a portion of the allocated financial support to the Home Institution.

In case the Participant terminates the agreement sooner than on the day stipulated in the agreement, he/she is obliged to return the entire amount of the allocated financial support The Home Institution is entitled to enter into an agreement with the Participant that in this case, the Participant is only obliged to return a portion of the allocated financial support to the Home Institution.

In case of termination of the agreement by the Participant due to *force majeure*, i.e. an unforeseeable exceptional situation or event which the Participant is unable to influence and which was not caused due to his/her error or negligence, the Participant is entitled to receive a scholarship in an amount corresponding to the actual length of the traineeship. He/she is obliged to return all remaining funds.

# ARTICLE 3 – PROTECTION OF PERSONAL DATA

All personal data contained in the Agreement shall be processed in accordance with Regulation (EC) No 45/2001 and Regulation

(EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data. This data must be processed exclusively in connection with the performance of the Agreement and subsequent activities in compliance with the subject of this Agreement on the part of the Home Institution, the National Agency and the European Commission, without prejudice to the possibility to transfer the data to authorities responsible for inspections and audits in accordance with the legal regulations if the European Union (the European Court of Auditors or the European Anti-Fraud Office – OLAF).

Participant may, on written request, gain access to his/her personal data and correct any information that is inaccurate or incomplete. The Participant shall address all questions regarding the processing of his/her personal data to the Home Institution and/or the National Agency (DZS). A complaint against processing of his/her personal data regarding the use of this data by the Home Institution or the National Agency (DZS) may be lodged by the Participant with the Office for Personal Data Protection; a complaint against processing of their personal data regarding the use of said data by the European Commission may be lodged by the Participant with the European Data Protection Supervisor.

# ARTICLE 4 – INSPECTIONS AND AUDITS

For the purposes of control of proper course of the traineeship and proper performance hereof, the parties agree to provide the European Commission, the National Agency (DZS) or other external body authorised by the European Commission or the National Agency (DZS) with any detailed information they request.

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1. Determined as a sum of days between the first and the last day of stay pursuant to the E30/360 system using a calculator available at the website of the Brno University of Technology. [↑](#footnote-ref-1)
2. <https://www.vutbr.cz/studenti/staze/pobyty/erasmus> [↑](#footnote-ref-2)
3. valid value to be added [↑](#footnote-ref-3)
4. Rector’s Guidance No. 17/2017 [↑](#footnote-ref-4)
5. valid value to be added [↑](#footnote-ref-5)
6. *(? – trans.)* [↑](#footnote-ref-6)