**EEA GRANTS 2014-2021: PROGRAMME EDUCATION**

**PARTICIPANT AGREEMENT FOR STUDENTS OF SECONDARY EDUCATION INSTITUTIONS**

**study period abroad / traineeship (work placement) / exchange of group of pupils**

*Content of this template are minimum requirements, it can be adapted by the sending institution. Blue code: explanatory notes and directions for the sending organisation that should be deleted; yellow code: sending organisation to select or edit as applicable.*

**[Full official name of the sending institution]**

Address of the institution: [address]

hereafter referred to as “the institution”,

represented for the purpose of signature of this agreement by [name(s), forename(s), function] of the one part,

and

**[Student’s name(s) and forename(s)]**

Date of birth: [DD/MM/YYYY] Nationality:

Official address in full:

Phone: Email:

Gender: [Male/Female] School year: 20../20..

Subject area: [in sending institution]

Study year:

The financial support includes:

* special needs support
* exceptional needs to support participants with fewer opportunities

Bank account the financial support should be paid to:

|  |  |
| --- | --- |
| Account number: |  |
| Account holder (if different than student) |  |
| Bank name |  |
| BIC/SWIFT |  |
| IBAN |  |
| Currency of the bank account |  |

hereafter referred to as “the participant”, of the other hand, have agreed the Special conditions and Annexes below which form an integral part of this agreement (“the agreement”):

Annex I Learning Agreement

Annex II Certificate of Attendance

Annex III General Conditions

The terms set out in the Special conditions shall take precedence over those set out 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.*

**SPECIAL CONDITIONS**

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

* 1. The institution shall provide support to the participant for undertaking a mobility for [study period abroad / traineeship (work placement) / exchange of group of pupils] under the Programme Education, EEA Grants 2014-2021 (hereafter referred to as “EEA Grants”).
	2. The participant accepts the financial support or the provision of services as specified in article 3 and undertakes to carry out the mobility for [study period abroad / traineeship (work placement) / exchange of group of pupils] as described in Annex I of this agreement.
	3. Amendments to the agreement shall 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**

* 1. The agreement shall enter into force on the date when the last of the two parties signs.
	2. The mobility period shall start on [DD/ MM/YYYY] and end on [DD/MM/YYYY]. The start date of the mobility period shall be the first date that the participant needs to be present at the receiving institution and the end date shall be the last day the participant needs to be present at the receiving institution. *Optional:* One day for travel before the first day of the activity abroad [and/or] one day for travel following the last day of the activity abroad shall be added to the duration of the mobility period and included in the calculation for individual support.
	3. The participant shall receive support from EEA Grants for [XX] days.
	4. The total duration of the mobility period (without travel days) shall not exceed 6 months *(for study period abroad)*/ 4 weeks *(for traineeship, exchange of group of pupils)*. The minimal length of the mobility (without travel days) is 1 month *(for study period)* / 5 days *(for traineeship and exchange of group of pupils)*.
	5. *Optional:* Demand to the institution to extend the period of stay should be introduced at least [time period] before the end of the originally planned mobility period.
	6. The Certificate of Attendance or similar documents shall provide the confirmed start and end dates of the mobility period.

**ARTICLE 3 – FINANCIAL SUPPORT**

* 1. *Institution shall select one of the following options:*

*Option 1:*

The participant shall receive the support for: *(institution shall select relevant budget categories)*:

* travel - CZK/EUR [XX],
* individual support (subsistence) - CZK/EUR [XX], corresponding to CZK/EUR [XX] per day[[1]](#footnote-1),
* linguistic support - CZK/EUR [XX],
* special needs support - CZK/EUR [XX],
* exceptional costs to support participants with fewer opportunities - CZK/EUR [XX].

*Option 2:*

The institution shall provide the participant with *(institution shall select relevant budget categories and specify the form of direct provision)* travel / individual support (subsistence) / linguistic support / special needs support in the form of direct provision of the required services. In such case, the institution shall ensure that the provision of services will meet the necessary quality and safety standards.

*Option 3:*

The participant shall receive from the institution a financial support of CZK/EUR [XX] for *(institution shall select relevant budget categories)* travel / individual support (subsistence) / linguistic support / special needs support / exceptional costs to support participants with fewer opportunities and support in the form of direct provision the required *(institution shall select relevant budget categories and specify the form of direct provision)* travel / individual support (subsistence) / linguistic support / special needs support / exceptional costs to support participants with fewer opportunities. In such case, the institution shall ensure that the provision of services will meet the necessary quality and safety standards.

* 1. The reimbursement of costs incurred in connection with special needs support / exceptional costs to support participants with fewer opportunities (when applicable) shall be based on the supporting documents provided by the participant.
	2. The financial support may not be used to cover similar costs already funded by other sources of funding.
	3. Notwithstanding article 3.4., the financial support is compatible with any other source of funding including revenue that the participant could receive working beyond his/her studies/traineeship/exchange as long as he/she carries out the activities foreseen in Annex I.
	4. Financial support or part thereof shall be repaid if the participant does not carry out the mobility in compliance with the terms of the agreement. If the participant terminates the agreement before it ends, he/she shall have to refund the amount of the financial support already paid, except if the Parties agrees differently. If the mobility is terminated due to the force majeure, the participant shall inform the institution immediately and submit accounting and other documents proving the costs related to the mobility.

**ARTICLE 4 – PAYMENT ARRANGEMENTS**

* 1. *Only if Option 1 or 3 in the article 3.2 is selected*. Within [XX] calendar days following the signature of the agreement by both parties, and no later than the start date of the mobility period, a pre-financing payment shall be made to the participant representing [70 -100 %] of the amount specified in article 3. If the participant does not provide the requested documents in time (according to the schedule of the institution), a later pre-financing payment may exceptionally be approved.
	2. If the pre-financing payment specified in article 4.1. is lower than 100% of the financial support, the submission of the final report shall be considered as the participant’s request for payment of the balance of the financial support. The institution shall have [XX] calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.

**ARTICLE 5 - INSURANCE**

* 1. The participant shall have adequate insurance coverage.

*The institution shall add a clause to this agreement in order to ensure that students are clearly informed about issues related to insurances. It shall always highlight what is mandatory or recommended. For mandatory insurances, it must be stated who is responsible for arranging the insurance (in case of study period abroad: institution or participant; in case of traineeship: the sending institution, the receiving organisation or the participant). The following information is optional but recommended: the insurance number/reference and the insurance company. This depends highly on the legal and administrative provisions in the sending and receiving country.*

* 1. *Mandatory for study period abroad, traineeship and exchange of group of pupils:* Acknowledgement that **health insurance coverage** has been organised shall be included in this agreement.
	2. *Optional for study period abroad and exchange of group of pupils, mandatory for traineeship:* Acknowledgement that **liability insurance coverage** (covering damages caused by the student at the workplace / study place if foreseen for study period abroad or exchange of group of pupils) has been organised and of how it has been organised shall be included in this agreement.

 *(A liability insurance covers damages caused by the student during his/her stay abroad (independently whether he/she is at work or not). Varying arrangements with respect to liability insurance are in place in different countries engaged in transnational learning mobility for traineeships. Trainees therefore run the risk of not being covered. Therefore it is the responsibility of the sending institution to check that there is liability insurance covering in a mandatory way at least damages caused by the participant at the work place. This article in case of the study period abroad provides clarity if this is covered by the receiving organisation or not. If not made compulsory by the national regulation of the receiving country, this might not be imposed on the receiving organisation.*

* 1. *Optional for study period abroad, mandatory for traineeship:* Acknowledgement that **accident insurance coverage** related to the student’s tasks (covering at least damages caused by the student at the workplace / study place if foreseen for study period abroad or exchange of group of pupils) has been organised and of how it has been organised shall be included in this agreement.

 *(This insurance covers damages to employees resulting from accidents at work. In many countries employees are covered against such accidents at work. However, the extent to which transnational trainees are covered within the same insurance may vary across the countries engaged in transnational learning mobility programmes. It is the responsibility of the sending institution to check that insurance against accidents at work has been organised. This article in case of the study period abroad provides clarity if this is covered by the host organisation or not. If the receiving organisation does not provide such a coverage (which cannot be imposed if not made compulsory by the national regulation of the receiving country), the sending institution shall ensure that the student is covered by such an insurance (taken either by the sending institution or by the participant herself or himself.)*

**ČLÁNEK 6 – ACADEMIC RECOGNITION OF THE MOBILITY**

* 1. Before the start of the mobility, the participant will submit a concrete plan of the study period abroad / traineeship (work placement) / exchange at the receiving institution for approval of the sending and receiving institution. By approval of this document, a Learning Agreement binding for all three parties is created.
	2. If the participant fails to meet the requirements set by the receiving institution or otherwise fails to meet the conditions required by the participating institutions, he/she may be asked to return the allocated financial support.

**ARTICLE 7 – SUBMISSION OF THE DOCUMENTS AFTER RETURN**

* 1. After the end of the mobility period, the participant undertakes to submit the following documents to the institution:
* **Certificate of Attendance**: a document confirmed by the receiving institution including the actual start and end date of the mobility, within [XX] days from the end of the mobility at the receiving institution.
* **Final report** on the form provided by the institution within [XX] calendar days after receiving call for submission. Participants who fail to complete and submit the final report may be required to partially or fully reimburse the financial support received.
* **Declaration of honour to the double funding** on the form provided by the institution within [XX] calendar days after receiving call for submission. Participants who fail to submit the declaration may be required to partially or fully reimburse the financial support received.
* at least [XX] pieces of visual documentation (e.g. photographs, video) taken by the participant during the mobility, including the title and caption. The participant provides the copyright to the documentation to the institution for the purpose of promotion of the project. The institution can provide the copyright as well as the documentation to the other subjects.
* *only if the participant received the special needs support:* **accounting documents** proving the expenses related to the mobility (invoices, receipts), proofs of proportionality and transparency of the expenditures (e.g. market research, declaration of honour).
	1. A supplementary questionnaire may be sent to the participant in order to obtain a full report on the recognition of study/traineeship/exchange results.

**ARTICLE 8 – LAW APPLICABLE AND COMPETENT COURT**

* 1. The agreement is governed by the national law of the Czech Republic / Iceland / Liechtenstein / Norway.
	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.

**SIGNATURES**

In [place], on [DD/MM/YYYY] In [place], on [DD/MM/YYYY]

…………………………. …………………………………..

[name] [name, position]

Participant [name of the institution]

*If the participant is not major:*

In [place], on [DD/MM/YYYY]

…………………………………..

[name]

Legal representative of the participant

**ANNEX I - LEARNING AGREEMENT**

**ANNEX II – CERTIFICATE OF ATTENDANCE**

**ANNEX III – GENERAL CONDITIONS**

**ARTICLE 1 - LIABILITY**

Each party of this agreement shall exonerate the other from any civil liability for damages suffered by him or his 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.

Project Operator (Dům zahraniční spolupráce, DZS), the National focal point (NFP) and Financial mechanism Office (FMO) 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 DZS or the NFP and FMO shall not entertain any request for indemnity of reimbursement accompanying such claim.

**ARTICLE 2 – TERMINATION OF THE AGREEMENT**

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 institution 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.

If the participant terminates the agreement before its agreement ends or if he/she fails to follow the agreement in accordance with the rules, he/she shall have to refund the amount of the grant already paid except if agreed differently with the sending organisation.

**ARTICLE 3 – PERSONAL DATA PROTECTION**

All personal data contained in the agreement shall be processed in accordance with Regulation (EU) No 2018/1725 and with Regulation (EU) No. 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data 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 and receiving institution, DZS, NFP, FMO and programme partners Diku and AIBA without prejudice to the possibility of passing the data to the bodies responsible for inspection and audit (European Court of Auditors, European Antifraud Office (OLAF), Audit Authority, EFTA Board of Auditors or EEA Financial Mechanism Committee).

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 DZS. The participant may lodge a complaint against the processing of his personal data to the European Data Protection Supervisor.

**ARTICLE 4 – CHECKS AND AUDITS**

The parties of the agreement undertake to provide any detailed information requested by DZS, NFP, FMO or Certifying Authority or by any other outside body authorised to check that the mobility period and the provisions of the agreement are being properly implemented.

1. The appropriate daily rate for learners mobility shall be selected. [↑](#footnote-ref-1)