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

**PARTICIPANT AGREEMENT FOR MOBILITY OF STAFF**

*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

**Mr/Ms [Participant’s name(s) and forename(s)]**

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

Official address in full:

Phone: Email:

Gender: [Male/Female]

Position: [at sending institution] Department:

The financial support includes:

* special needs support

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 Mobility 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 [teaching / training / job shadowing or study visits] 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 [teaching / training / job shadowing or study visits] 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 and [XX] days for travel.
	4. The total duration of the mobility period including travel days shall not exceed 4 weeks *(for mobility of higher education staff)* / 2 months *(for mobility of staff other than higher education)*. The minimal length of the mobility is 1 week[[1]](#footnote-1).
	5. The participant shall teach a total of [XX] hours in [XX] days.

*For teaching mobility for higher education only:* A minimum of 8 teaching hours per week has to be respected. If the mobility lasts longer than one week, the minimum number of teaching hours for an incomplete week shall be proportional to the duration of that week. If the teaching activity is combined with a training activity during a single period abroad, the minimum is reduced to 4 teaching hours per week.

* 1. *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.
	2. The Certificate of Attendance 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 financial support for: *(institution shall select relevant budget categories)*:

* travel - CZK/EUR [XX].
* individual support (subsistence) - CZK/EUR [XX]. *Mobility of staff of higher education:* The amount of individual support is CZK/EUR [XX] for the mobility in the length of one week, CZK/EUR [XX] for the mobility in the length of two weeks, CZK/EUR [XX] for the mobility in the length of three weeks and CZK/EUR [XX] for the mobility in the length of four weeks. In case of incomplete weeks, the amount is calculated by multiplying the number of days in the incomplete week (in this case 7 days as a whole) by 1/5 of the difference between the applicable unit costs[[2]](#footnote-2). *Mobility of staff of other than higher education:* The amount of individual support CZK/EUR [XX] per day up to the 14th day of mobility and CZK/EUR [XX] per day from the 15th day of the mobility,
* *Mobility of staff of other than higher education:* linguistic support - CZK/EUR [XX],
* special needs support - CZK/EUR [XX],

*Option 2:*

The institution shall provide the participant with *(institution shall select relevant budget categories)* travel / individual support (subsistence) / linguistic support / special needs support in the form of direct provision of the required services in line with the institutions internal rules and procedures. 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 and support in the form of direct provision the required *(institution shall select relevant budget categories)* travel / individual support (subsistence) / linguistic support / special needs support in line with the institutions internal rules and procedures. 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 (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 3.3., the financial support is compatible with any other source of funding.
	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 .

**ARTICLE 4 – PAYMENT ARRANGEMENTS**

* 1. *Only if options 1 or 3 in article 3.1. have been 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 – MOBILITY AGREEMENT**

* 1. Before the start of the mobility, the participant will submit a concrete plan of the mobility at the receiving institution for approval of the sending and receiving institution. By approval of this document, a Mobility 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 6 – 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.

**ARTICLE 7 – 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/ RRRR] In [place], on [DD/MM/RRRR]

…………………………. …………………………………..

[name] [name, position]

Participant [Name of the institution]

**ANNEX I – MOBILITY 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. 1 week = 5 working days including travel. [↑](#footnote-ref-1)
2. E.g. in case of an activity lasting 9 days in the donor state (9 days = 7 days of the 1st week and 2 days of the second week), this means the difference between the unit cost applicable for 2 weeks and the unit cost applicable for one week. Calculation: 1250 € + 2x ((2200 € -1250 €) / 5) = 1630 €; in case of an activity lasting 17 days in the donor state (17 days = 14 days as 2 whole weeks and 3 days of the third week), this is the difference between the unit cost applicable for 3 weeks and the unit cost applicable for 2 week. Calculation: 2200 € + 3x ((3000 € -2200 €) / 5) = 2680 €. [↑](#footnote-ref-2)