

GRANT AGREEMENT FOR ERASMUS+ TRAINEESHIPS WITHIN PROGRAMME COUNTRIES**GRANT AGREEMENT NUMBER: 19/1/KA103/060304/SMP-**

Between,

Eötvös Loránd Tudományegyetem, Eötvös Loránd University HU BUDAPE01

Legal representative: Prof. Dr. László Borhy, rector

Official legal form: Higher Education Institution

Official registration No.: F180798

VAT number: 1515308744-2-41

Address: 1-3 Egyetem tér, Budapest H-1053 Called hereafter "the institution", dr. Tamás Cseszregi, Director for Educational Affairs and Ms Anikó Szontágh, Institutional Erasmus+ Co-ordinator¹, of the one part, and

Date and place of birth:

Nationality:

Address (home):

Phone:

E-mail:

Sex: Male Female other

Neptun code:

Student cycle:

Subject area:

Faculty:

Subject area [ISCED-F](#) code:

Academic year:

OM number:

Number of completed higher education study years:

Current year of study:

I have participated in the Erasmus programme before: Yes No

Number of months granted in the Erasmus programme before, if any:

Student with: financial support from Erasmus+ EU funds

The financial support includes:

- special needs support
 financial support to student with disadvantaged background

Bank account where the financial support should be paid:

Bank account holder (if different than student):

Bank name:

Clearing/BIC/SWIFT number:

Account/[IBAN](#) numberCurrency of the Bank Account: HUF EUR Any other:

Called hereafter "the participant", of the other part,

Have agreed the Special Conditions and Annexes below which form an integral part of this agreement ("the agreement"):

Annex I [Learning Agreement for Erasmus+ mobility for traineeships](#)²

Annex II General Conditions

Annex III [Erasmus Student Charter](#)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.]

¹ Contact: E-mail: erasmus.out@dep.elte.hu, Tel.: 06 1 411 6500/3289, Address: 1056 Budapest, Szerb utca 21-23.² Guidelines on how to use the [Learning Agreement for Traineeships](#)

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

- 1.1 The **institution** shall provide support to the participant for undertaking a mobility activity for **traineeship** under the Erasmus+ Programme.
- 1.2 The **participant** accepts the individual and travel support as specified in article 3 and undertakes to carry out the mobility activity for **traineeship** as described in Annex I.
- 1.3 Amendments to the **agreement**, including to the start and end dates, shall be requested and agreed by both parties through a formal notification by letter or by electronic message..
- 1.4. **Place of the mobility activity:**
Name of the HOST country/city:
Name of the HOST institution:

ARTICLE 2 – ENTRY INTO FORCE AND DURATION OF MOBILITY

- 2.1 The **agreement** shall enter into force on the date when the last of the two parties signs.
- 2.2 The mobility period shall **start on** **and end on** .
 The start date of the mobility period shall be the first day that the participant needs to be present at the receiving organisation. In case the **participant** is attending a language course provided by another organisation than the receiving institution/organisation as a relevant part of the mobility period abroad: the start date of the mobility period shall be the first day of language course attendance outside the receiving organisation. The end date of the period abroad shall be the last day the participant needs to be present at the receiving organisation.
- 2.3 **The participant shall receive a financial support from Erasmus+ EU funds for** **months and** **days.**
 If the participant receives a financial support from Erasmus+ EU funds: the number of months and extra days shall be equal to the duration of the mobility period. If the participant receives a financial support from Erasmus+ EU funds combined with a zero-grant period: the number of months and extra days shall correspond to the period covered by financial support from Erasmus+ EU funds, which shall be provided at least for the minimum duration of the period abroad (2 months for traineeships and 3 months or 1 academic term or trimester for studies)]; if the participant receives a zero-grant for the entire period: this number of months and extra days should be 0.
- 2.4 The total duration of the mobility period shall not exceed 12 months, including any zero grant period.
- 2.5 Demands to the institution to extend the period of stay should be introduced at least one month before the end of the originally planned mobility period.
- 2.6 The Transcript of Records or Traineeship Certificate (or statement attached to these documents) shall provide the confirmed start and end dates of duration of the mobility period.

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1 **The financial support from Erasmus+ EU funds for the mobility period is**
EUR
corresponding to EUR **per month and EUR** **per extra days.**
This section (3.1) will be filled out by ELTE co-ordinator! Please do not fill it out!
 The final amount of Erasmus+ EU funds for the mobility period shall be determined by multiplying the number of months of the mobility covered by Erasmus+ EU funds specified in article 2.4 with the rate applicable per month for the receiving country concerned. In the case of incomplete months, the financial support from Erasmus+ EU funds is calculated by multiplying the number of days in the incomplete month with 1/30 of the unit cost per month.
- 3.2 The amount for the mobility period shall be determined by multiplying the number of months of the mobility specified in article 2.3 with the rate applicable per month for the receiving country concerned. In the case of incomplete months, the financial support is calculated by multiplying the number of days in the incomplete month with 1/30 of the unit cost per month.
- 3.3 The reimbursement of costs incurred in connection with special needs, when applicable, shall be based on the supporting documents provided by the participant.
- 3.4 The financial support may not be used to cover similar costs already funded by EU funds.
- 3.5 Notwithstanding article 3.4, the grant is compatible with any other source of funding including revenue that the participant could receive working beyond its studies/traineeship as long as he//she carries out the activities foreseen in Annex I.
- 3.6 The financial support or part thereof shall be repaid by bank transfer to the bank account of the institution within fifteen (15) days of receipt of the decision of the Institution, if the participant does not carry out the mobility activity 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 grant already paid, by bank transfer to the bank account of the institution within fifteen (15) days of receipt of the decision of the Institution. However, when the participant has been prevented from completing his/her mobility activities as described in Annex I due to force majeure, he/she shall be entitled to

receive the amount of the grant corresponding to the actual duration of the mobility period as defined in article 2.3. Any remaining funds shall have to be refunded, by bank transfer to the bank account of the institution within fifteen (15) days of receipt of the decision of the Institution. In all cases, settlement and repayment is calculated in EUR at the current daily rate of the of the bank holder of the institution. Such cases shall be reported by the institution and accepted by the National Agency.

- 3.7 Participant acknowledges the fact that amount of the financial support may not be enough to cover complete incurred costs.**
- 3.8 With the exception of Erasmus traineeship after graduation, Participant shall enroll for the entire Erasmus+ period in the Institution within the 2019/2020 or 2020/21 academic year, and shall comply with eventual financial schooling obligations. Institution shall make a payment of all the grants for the particular academic year to Participant's account for which the Participant is entitled.
- 3.9 Participant undertakes that he/she will carry out the studies described in the Learning Agreement for Traineeships (Annex I.). Erasmus traineeship shall be considered completed if the Participant completes the minimum tasks set by the sending university or by faculty/department.
- 3.10 If Participant completes successfully the programme included in the Learning Agreement for Traineeships, the Institution will recognize it as completion of a part of Participant's studies obligations at his/her home university. Recognition of the studies/traineeship can be refused only if Participant does not accomplish the minimum level requested by the receiving institution or otherwise does not meet the requirements specified by the partner institutions for the Participant.
- 3.11 If the Participant partially carries out or does not carry out the programme of the Learning Agreement the Participant has to pay back the proportionate part of the financial support to the bank account of the Institution within fifteen (15) days from the date of the determination that expectations are not or only partially are carried out by the Participant. If the Participant returns from the host institution before the end of the mobility period defined in the Agreement and desist from the mobility activity, he/she shall repay the proportionate part of the financial support to the bank account of the Institution within fifteen (15) days after his/her return. The settlement and the reimbursement shall be always calculated in Euro according to current daily rate (of the bank which holds the Institution's Euro bank account).
- 3.12 If the Participant does not carry out the obligations of this Agreement (professional development and reporting obligation in accordance with the Learning Agreement for Studies) the Institution can terminate the Agreement with immediate effect or can rescind the Agreement, following the procedure defined in General Conditions. In case of termination or rescission of the Agreement the Participant shall repay the received amount or a part of it – depending on the Institution's discretion – within fifteen (15) days from the day the termination or rescission was noticed. The settlement and the reimbursement shall be calculated in Euro according to current daily rate (of the bank which holds the Institution's Euro bank account). Participant acknowledges that in case of failure of the repayment, there will be consequences determined in the by-laws of the Institution (especially by the Student Requirement System) e. g. prohibition to exam.
- 3.13 Institution is entitled to call the Participant back home and to reclaim the support or part of it if the student status of the Participant is terminated or suspended; the Participant during his/her stay abroad seriously violates the law of the receiving country or the by-laws, code of conduct, house rules of the receiving institution and the receiving institution informs the Institution thereon..

ARTICLE 4 – PAYMENT ARRANGEMENTS

- 4.1 **A pre-financing 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 or upon receipt of confirmation of arrival by the beneficiary representing 90% of the financial support from Erasmus+ EU funds specified in Article 3 per semester.**
 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.
- 4.2 If the payment under article 4.1 is lower than 100% of the financial support, the submission of the online EU survey, **Traineeship Certificate (containing the exact dates of the mobility period) and the completion of the compulsory OLS language assessment at the end of the mobility** shall be considered as the participant's request for payment of the outstanding balance. The institution shall pay the remaining 30% within 20 calendar days of the submission of the online EU survey, or issue a recovery order in case a reimbursement is due.
- 4.3 Participant acknowledges if European Committee or Tempus Public Foundation do not provide the Institution with the necessary financial resources for Erasmus+ Programme until the start date of the program or rather if the Institution does not have at its disposal sufficient resources, the Institution will transfer the financial support to Participant's bank account once the Institution receive the mentioned amount. The Institution shall inform the Participants on the circumstances written in the present article.

ARTICLE 5 – INSURANCE

- 5.1 The **participant** shall have adequate insurance coverage. By signing the present Agreement, the Participant declares to be clearly informed about issues related to insurances.
- 5.2 Acknowledgement that **health insurance coverage** has been organised shall be included in this agreement.³
Company name and number of insurance: [REDACTED]
- 5.3 Acknowledgement that liability insurance coverage has been organised.
Company name and number of insurance: [REDACTED]
- 5.4 Acknowledgement that accident insurance coverage has been organised.
Company name and number of insurance: [REDACTED]

ARTICLE 6 – ONLINE LINGUISTIC SUPPORT

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

- 6.1 The participant must carry out the OLS language assessment before and at the end of the mobility period. The completion of the online assessment before departure is a pre-requisite for the mobility, except in duly justified cases.
- 6.2 The level of language competence in [REDACTED] that the student already has or agrees to acquire by the start of the mobility period is: [REDACTED]

- 6.3 Only applicable to participants following an OLS language course: the participant shall follow the OLS language course, starting as soon as they receive access and making the most out of the service. The participant shall immediately inform the institution if he/she is unable to carry out the course, before accessing it.
- 6.4 The payment of the final instalment of the financial support is subject to the completion of the compulsory OLS language assessment at the end of the mobility. Participants with a C2 level at the initial language assessment are exempted from taking the final language assessment.

ARTICLE 7 – EU SURVEY

- 7.1 The **participant** shall complete and submit the online EU Survey 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 EU Survey 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.

ARTICLE 8 – LAW APPLICABLE AND COMPETENT COURT

- 8.1 The Agreement is governed by Hungarian Law.
- 8.2 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 9 – DATA MANAGEMENT

- 9.1 For the purpose of the performance of the Agreement the Participant gives his/her consent to the Institution to manage his/her personal data according to the Agreement. The data managed include all data which the Participant provides to the Institution in the application, in the present Agreement and its Annexes, and all data which the Participant sends to the Institution during the cycle of the project.
- 9.2 The purpose of the data management is contacting the Participant; follow-up of the cycle of the project; its financial and professional monitoring; dissemination of the results of the program; preparing reports and statistics needed for the performance of the reporting obligations of the Institution; preparing information materials; conducting research and surveys. According to its obligations defined by law, the Institution makes available through its website the name of the Participant, the purpose of the support, its amount, the place of the implementation of the program and provides access to these data in a period of five years.
- 9.3 The period of the data management: **according to the General Data Protection Regulation (GDPR) 2016/679 of the European Parliament and of the Council, the retention period of the data provided for contact purposes is a maximum of one year after the contact has been established. Retention period of the data related to the fulfilment of the contract is five years from the day of the fulfilment of the contract.**
- 9.4 The data can be accessed by the persons who implement the entry of data; the competent employees of the Institution; the persons taking part in the evaluation and monitoring process; the audit and supervisor bodies; and the experts and researchers authorized by the Institution to analyse the implementation and the effect of the program.
- 9.5 The Institution shall protect the personal data of the Participant especially against unauthorized access, alteration, transmission, public disclosure, deletion or destruction, as well as accidental destruction and damage. The Institution

³ Insurance coverage is mandatory. Basic coverage might be provided by the national health insurance of the participant. However, the coverage may not be sufficient, especially in case of repatriation and specific medical intervention. In that case, a complementary private insurance might be useful. It is the responsibility of the sending institution of the student to ensure that the participant is aware of health insurance issues.

shall take separate defensive measures in order to provide the technical protection of personal data, if the data transfer is done through network or any other IT devices.

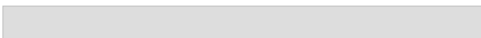
9.6 Furthermore, regarding data management shall be applied the provisions of the General Conditions.

ARTICLE 10 – GENERAL AND FINAL PROVISIONS

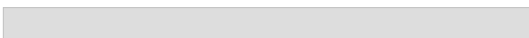
- 10.1 Participant by signing this Agreement confirms that he/she accepts the mobility support provided by the European Commission.
- 10.2 All obligations related to travelling and staying abroad (travel, accommodation, visa, residence permit, etc.) shall be managed and paid independently by Participant.
- 10.3 Any amendment to this Agreement or its Annexes shall be agreed in writing. Modification of the agreement shall be attached to the original Agreement.
- 10.4 Participant is responsible for any and all damage caused by accident, illness and all damage to his/her person and property arising from his/her staying abroad, and such damage cannot be assigned to the Institution or to the Partner Institution. Participant declares that he/she has adequate insurance coverage for the whole duration of his/her stay and If necessary, he/she will obtain additional insurance before his/her departure. Exception may be made only if the insurance has to be taken out in the receiving country or can be arranged there with more benefits.
- 10.5 All declarations given under the present Agreement shall be given in writing (via certified and registered mail with return receipt or e-mail or facsimile transmission). Declarations in connection with the breach or the termination of the Agreement shall be sent exclusively via post. The declarations above shall be deemed as promptly delivered if the addressee refuses the receipt or does not seek the letter at the post within the given term. In such case the date of the delivery shall be the day when the addressee refuses the receipt of the letter or the day of the post certificate on the unsuccessful attempt of the delivery.
- 10.6 Concerning the questions not settled in the present Agreement and its Annexes the provisions of Act CCIV of 2011 on the National Higher Education, Act V of 2013 on the Civil Code of Hungary, the other related legislation and the bylaws of the Institution shall be applied.

The Parties have jointly read and interpreted the Agreement and its Annexes, acknowledged each other’s rights and obligations. **The Agreement is done in four (4) identical copies.**

SIGNATURES

Done at: 

For the Participant



Done at:

For the Institution

dr. Tamás Cseszregi
Director for Educational Affairs

Done at:

Ms Anikó Szontágh
Institutional Erasmus+ Co-ordinator

Countersignature:

Done at:

Ms Marietta Salamon-Molnár
Deputy Head, Central Office of Economic Affairs

- Received by:
- Copy No 1 Participant
- Copy No 2 International Office (ELTE)
- Copy No 3 Department of Finance and Monitoring 1st amount (90%)
- Copy No 4 Department of Finance and Monitoring 2nd amount (10%)

Annex II

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.

Tempus Public Foundation, the European Commission 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, Tempus Public Foundation or the European Commission 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 institution.

In case of termination by the participant due to "force majeure", i.e. an unforeseeable exceptional situation or event beyond the participant's control and not attributable to error or negligence on his/her part, the participant shall be entitled to receive the amount of the grant corresponding to the actual duration of the mobility period as defined in article 2.2. Any remaining funds shall have to be refunded, except if agreed differently with the sending organisation.

Article 3: Data Protection

All personal data contained in the agreement shall be processed in accordance with Regulation (EC) No 2018/1725 of the European Parliament and of the Council 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 by the sending institution, the National Agency, or to the European Data Protection Supervisor with regard to the use of the data by the European Commission.

Article 4: Checks and Audits

The parties of the agreement undertake to provide any detailed information requested by the European Commission, Tempus Public Foundation or by any other outside body authorised by the European Commission or Tempus Public Foundation to check that the mobility period and the provisions of the agreement are being properly implemented.