

## Agreement

on Providing Financial Support for Staff Mobility for Teaching and Training  
Between the Programme Country and the Partner Country for the Academic Year 2021/2022

## Agreement No. 14/2021/2022

## ARTICLE 1 - PARTIES

1.1 Pavol Jozef Šafárik University in Košice (SK KOSICE02)

University name: Pavol Jozef Šafárik University in Košice

Erasmus code: SK KOSICE02

Address: Šrobárova 2, 041 80 Košice, Slovak Republic

Statutory body: Prof. RNDr. Pavol Sovák, CSc. - Rector

Represented by: in matters of this Agreement, Mgr. Mária Vasiľová, PhD., the Erasmus+ institutional coordinator at Pavol Jozef Šafárik University in Košice is authorized to sign under power of attorney by the Rector dated 29/03/2022.

CRN: 00397768

VAT ID: SK 2021157050

Bank: Štátna pokladnica

Account number: 7000558938/8180

IBAN: SK60 8180 0000 0070 0055 8938

SWIFT: SPSRSKBA

(hereinafter referred to as "Institution")

and

1.2 Crispin Herrera Yañez

Seniority in the position:

Nationality:

Address:

Faculty/Department/Unit:

Phone:

E-mail:

Gender:

Academic year:

Participant with:  the financial support from the EU resources - Erasmus+ ■ zero financial support (zero grant) □The financial support shall include:  support for special needs □The Participant shall receive the financial support from sources other than the EU resources - Erasmus+ **The bank account to which the financial support will be made: the financial support will be paid in cash**

The holder of the bank account (if different from the Participant):

Name of the bank:

/BIC/SWIFT No.:

Account /IBAN No.:

(hereinafter referred to as "Participant") have agreed on the special conditions and annexes, which form an integral part of this Agreement.

Annex I

Mobility Agreement - Staff Mobility for teaching/**training**

Annex II

General conditions

## SPECIAL CONDITIONS

### ARTICLE 2 - SUBJECT MATTER OF THE CONTRACT

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- 2.1 The Parties referred to in Article 1 hereof enter into this Agreement under stipulation of Section 51 Law Act No. 40/1964 Book of Statutes - Civil Code, as amended, for the purpose of providing financial support from the Institution to the Participant in the amount as specified herein.
- 2.2 The Institution will provide support to the Participant for the implementation of mobility for **training** within the Erasmus+ programme.
- 2.3 The Participant agrees with the financial support in the amount as specified in Article 4 of this Agreement and shall implement the mobility for **training** in accordance with the description given in Annex I hereto.
- 2.4 Any amendments to this Agreement shall be requested and agreed on by both parties by means of a formal notice by letter or e-mail.

### ARTICLE 3 - DURATION OF MOBILITY

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- 3.1 The mobility shall start on **20.06.2022** and end on **30.06.2022**. The beginning of the mobility shall be the day when the Participant is required to be present in the host institution for the first time, and the end of the mobility shall be the day when the Participant is required to be present in the host institution for the last time. Travel time is excluded from the duration of the mobility period.
- 3.2 The Participant shall be granted the financial support from the EU resources - Erasmus+ **for 11 days of the activity and for 2 days of travel**.
- 3.3 The total duration of the mobility shall not last for longer than 2 months, with the minimum number of days for the mobility being set to 5 days.
- 3.4 The Participant may apply for an extension of the duration of the mobility under the condition as set out in paragraph 3.3 of this Article. If the institution agrees to extend the duration of the mobility, the parties shall make an amendment to this Agreement.
- 3.5 The confirmation of participation in the mobility shall contain the mobility beginning and end dates.

### ARTICLE 4 - FINANCIAL SUPPORT

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- 4.1 The Participant shall be granted **an individual support of 1820 EUR and a support for travel expenses of 1500 EUR. The amount of individual support shall be 140 EUR per day** up to the 14th day of the mobility maximum and 98 EUR per day from the 15th day of the mobility. The amount of the financial support for the mobility shall be determined by multiplying the number of days of the mobility as set out in Article 3 paragraph 3.2. of this Agreement with the individual support rate applicable per day for the relevant receiving country and adding the support for travel expenses.
- 4.2 The Participant shall prove reimbursement of costs incurred in connection with special needs by submitting the supporting documents.
- 4.3 The financial support may not be used to cover the costs already funded by the European Union.
- 4.4 Without prejudice to the provisions of paragraph 4.3 of this Article of the Agreement, the financial support shall be compatible with any other source of funding.
- 4.5 The Participant shall be obliged to repay the financial support or its part in the event of their failure to meet the terms and conditions of this Agreement. The Participant shall immediately repay the disbursed financial support under this Agreement to the Institution account: SK60 8180 0000 0070 0055 8938 in the event the mobility has not been implemented for any reason.  
However, reimbursement shall not be requested when the participant has been prevented from completing his/her mobility activities as described in Annex I due to force majeure. The Institution shall be obliged to notify the National Agency of any such events, and the National Agency shall accept them.
- 4.6 Participants who did not travel for mobility or were forced to return early from the mobility due to the measures taken to prevent the spread of COVID-19, as well as for reasons defined as force majeure or sudden illness of the participant, may request a refund of the costs incurred. The procedure for such reimbursement and recognition of costs is determined by the European Union regulations concerning the aspects of the implementation of virtual and blended mobilities within the Erasmus+ program and by the guidelines and regulations of the SAAIC National Agency and Pavol Jozef Šafárik University in Košice.

## ARTICLE 5 - PAYMENT TERMS AND CONDITIONS

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The Participant shall be granted the individual support and the support for travel expenses in a timely manner, but no later than on the first day of the mobility of the Participant at the Institution. However, if the Participant fails to appear at the International Relations Office of the Pavol Jozef Šafárik University in Košice on the first day of his/her mobility, later payment shall also be accepted.

## ARTICLE 6 - INSURANCE

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6.1 The Participant is required to ensure adequate insurance. The health insurance (insurance of medical expenses) shall be compulsory. The basic health insurance policy shall be provided by the health insurance agency of the Participant. In cases where the stated insurance policy is not sufficient, particularly in the implementation of special medical procedures, it is strongly recommended that the Participant enters into a supplementary insurance policy for covering medical expenses in a commercial insurance company. The Participant shall attach a certificate of health insurance policy to this Agreement.

6.2 The Participant shall ensure the following insurance, valid for the duration of the mobility:

**Health insurance (insurance of medical expenses):**

Person in charge of taking out the insurance: the Participant

Insurance agency/company name:

The insurance policy shall demonstrate: confirmation of the basic health insurance, annexed to this Agreement  
Confirmation No.:

6.3 The insurance shall cover the entire duration of the mobility.

6.4 The Participant is encouraged to enter into other types of insurance under their consideration (for example an accident insurance, a liability insurance, an insurance for luggage and documents etc).

## ARTICLE 7 - EU SURVEY AND PROMOTION

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7.1 The Participant shall complete and file on-line a report via the EU Survey for the mobility passed abroad within 30 calendar days at the latest after the receipt of a written notice of the Institution to its completion.

7.2 The Institution is authorized to claim partial or full recovery of the provided financial support from the party who fails to complete and file the on-line report through the EU Survey.

7.3 Mobility participants will share their mobility experiences within their capabilities based on the guidelines of the European Union and will promote the Erasmus+ program to enable other people (including young people) to benefit from this experience.

## ARTICLE 8 – LAW APPLICABLE AND THE JURISDICTION

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8.1 This Agreement shall be governed by national law.

8.2 This Agreement shall take effect as of the date following the date of its publication in the Central Register of Contracts of the Government Office of the Slovak Republic.

8.3 Any disputes between the Institution and the Participant concerning the interpretation and application of this Agreement and that cannot be settled amicably, shall be decided by the court with jurisdiction in accordance with the law.

8.4 The following shall comprise an integral part of this Agreement:

a) Annex I: Staff Mobility Agreement - teaching/training

b) Annex II: General conditions

8.5 The parties to the Agreement have agreed that Annex I shall also be acceptable as a copy with scanned or electronic signatures.

8.6 The Parties shall request and agree on any amendments to this Agreement by means of a formal notice by letter or e-mail.

- 8.7 Amendments shall be made in writing. Such amendments shall become an integral part of this Agreement. Appendices shall be numbered in the ascending order.
- 8.8 The terms and conditions as laid down in the Special Conditions to this Agreement shall take precedence over those specified in Annex I and Annex II to this Agreement.
- 8.9 This Agreement is drawn up in triplicate, with the Participant receiving 1 (one) copy and the Institution 2 (two) copies.
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SIGNATURES

On behalf of the Participant  
Crispin Herrera Yañez

On behalf of the Institution  
Mgr. Mária Vasiľová, PhD.

In Košice on .....

In Košice on .....

Annex I

Mobility Agreement - Staff Mobility for teaching/training

## 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.

The National Agency of Slovakia, 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, the National Agency of Slovakia 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 at least the amount of the grant corresponding to the actual duration of the mobility period. Any remaining funds shall have to be refunded except if agreed differently with the institution.

#### Article 3: Data Protection

All personal data contained in the agreement shall be processed in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC. Such data shall be processed solely in connection with the implementation and follow-up of the agreement by the 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 institution and/or the National Agency. The participant may lodge a complaint against the processing of his personal data 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, the National Agency of Slovakia or by any other outside body authorised by the European Commission or the National Agency of Slovakia to check that the mobility period and the provisions of the agreement are being properly implemented.