**Grant agreement for teaching, Researching and training staff mobility**

[This **agreement** serves as a template for all types of staff mobility **agreements** for higher education mobility projects. The blue text between square brackets contains guidelines for completion, which should be deleted from the final **agreement**. The yellow parts between square brackets are filled in or selected by the **Institution**. The template may be supplemented by the higher education **institution**, but the content of the template should be left as a minimum standard. Possible deviations are indicated by green option text.]

###### PREAMBLE

This **Agreement** (‘the Agreement’) is **between** the following parties:

on one part, the **Organisation** [full official name of the sending institution ]

Address: [full official address]

represented for the purposes of signature of this **agreement** by [first and last name(s), position], [e-mail of contact]

and on the other part, the **Participant** [Participant’s first and last name(s)]

|  |  |  |  |
| --- | --- | --- | --- |
| Date of birth: [date of birth:] | |  | Nationality: [nationality] |
| Address: [full official address]  Address for notification: [address for notification] | | | |
| Phone: [phone] |  | | E-mail: [e-mail] |
| Gender: [male/female] |  | | Academic year: [2024/2025] |
| Seniority: [junior/intermediate/senior] |  | |  |
| Main subject field: [main subject field] |  | |  |
|  | | | | | |

Bank account where the financial support should be paid: [bank account]

Bank account holder: [bank account holder]

Bank name: [Bank]

BIC/SWIFT number [SWIFT]

Account/IBAN number: [IBAN]

The parties referred to above have agreed to enter into this Agreement.

The Agreement is composed of:

Terms and Conditions

Annex 1: Mobility Agreement

The terms set out in the Terms and Conditions will take precedence over those set out in the annex.

Total amount includes [delete non-applicable options]:

☐ Basic financial support for staff mobility for educational purposes

☐ Basic financial support for staff mobility for research purposes

☐ Basic financial support for staff mobility for training purposes

☐ Living support for travel days

###### **TERMS AND CONDITIONS**

ARTICLE 1 – SUBJECT OF THE AGREEMENT

* 1. This agreement sets out the rights and obligations and terms and conditions applicable to the financial support awarded to conduct educational, research and training staff mobility activity within the framework of the Pannónia Programme.
  2. The organisation will support the participant to carry out education/research/training mobility activities within the framework of the Pannónia Programme.
  3. The participant accepts the support or the provision of services as specified in Article 3 and undertakes to conduct the mobility activity as described in the Annex 1.
  4. Amendments to this grant agreement will 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

2.1 The grant agreement will enter into force on the date when the last of the two parties signs this grant agreement.

2.2 The mobility period will start on [date] and end on [date].

2.3 The period covered by the grant agreement includes:

* a physical mobility period from [date] to [date], equal to [number of mobility days] days

ARTICLE 3 – FINANCIAL SUPPORT

3.1 The calculation of the financial support to be granted for the mobility period is based on the rules described in the Implementation Guide annexed to the Sponsor's Grant Agreement with the Institution for the support of the Pannonia Programme.

3.2 The participant will receive a financial support for […] days of physical mobility and for ….. days of travel days.

3.3 The request for an extension of the duration of the stay may be submitted to the Institution before the end of the mobility period initially planned, taking into account the provisions of point 2.2. If the organisation agrees, the fact of the extension shall be recorded in an amendment to the contract.

3.4 With reference to 3.1. point, the organisation provides the Participant with a grant of HUF [subsidy]. The amount of the support includes the following items: basic financial support for mobility for educational / research / training purposes: HUF …… / and living support for travel days: HUF ……

3.5. The settlement is made on the basis of the submitted and approved grant application, on

the basis of the settlement documentation submitted by the Participant.

3.6. The settlement is based on the following documents:

• certificate of completion,

• colleague's professional report / research report,

• in case of living support for travel days, travel documents certifying the date of the trip.

3.7 Financial support may not be granted to reimburse costs already covered by support from other national budgets (including EU co-financing).

3.8 Subject to the provisions of point 3.7, financial support may be compatible with other sources of support, including any remuneration for traineeships or extra tasks, provided that the participant fully complies with the tasks listed in Annex 1.

ARTICLE 4 – PAYMENT ARRANGEMENTS

4.1 [option to pay the total amount of the grant as an advance:]

Payment shall be made to the participant no later than the earliest of the following dates:

- the start date of the mobility period,

- 30 calendar days after the date of signature of the Agreement by both parties.

[option to pay the grant in instalments:]

The payment shall be made to the participant according to the following schedule:

- [X%] of the amount specified in 3.4 [per semester] at the latest on the starting date of the mobility period;

- the remaining balance of the amount specified in point 3.4 within 30 days after the acceptance of the report submitted by the participant.

ARTICLE 5 – RECOVERY

5.1 The financial support or part thereof shall be recovered by the sending organisation if the participant does not comply with the terms of the agreement. If the participant termi­nates the agreement before it ends, or does not act in accordance with the mobility rules of this Agreement, the participant shall have to return the amount of the grant already paid, except if agreed differently with the sending organisation. The latter shall be reported by the sending organisation and accepted by the National Agency.

ARTICLE 6 – INSURANCE

6.1 The organisation shall make sure that the participant has adequate insurance coverage. [In case the receiving organisation is identified as the responsible party in art 6.3, a specific document will be attached to this grant agreement defining the conditions of the insurance provision and including the consent of the receiving organisation.]

6.2 Insurance coverage shall include at minimum a health insurance [mandatory for traineeships and optional for other mobilities: and a liability insurance and an accident insurance]. [Explanation: In the case of intra-European mobility, the participant’s national health insurance will include a basic coverage during their stay in another EU country through the European Health Insurance Card. However, this coverage may not be sufficient for all situations, for example in case of repatriation or special medical intervention or in case of international mobility. In that case, a complementary private health insurance may be needed. Liability and accident insurances cover damages caused by the participant or to the participant during their stay abroad. Varying regulation of these insurances is in place in different countries and participants run the risk of not being covered by standard schemes, for example if they are not considered to be employees or formally enrolled at their receiving organisation. In addition to the above, insurance against loss or theft of documents, travel tickets and luggage is recommended. ]

6.3 The responsible party for taking the insurance coverage is: [the organisation OR the participant OR the receiving organisations]

ARTICLE 7 – LANGUAGE LEVEL AND ONLINE LANGUAGE SUPPORT (OLS)

7.1 The level of language competence in [main language of instruction/work to be specified] that the participant already has or agrees to acquire by the start of the mobility period is: A1☐ A2☐ B1☐ B2☐ C1☐ C2☐

ARTICLE 8 – PARTICIPANT REPORT

8.1 Within 30 days after the mobility end date, the participant must complete and submit his/her report via .................. platform / via paper addressed to ............... If the participant fails to submit the report, the organisation may claim back all or part of the grant paid.

ARTICLE 9 – ETHICS AND VALUES

9.1 Ethics: The mobility activity must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.

9.2 Values: The participant must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

9.3 If a participant breaches any of its obligations under this Article, the grant may be reduced.

ARTICLE 10 – DATA PROTECTION

10.1 Before his/her data is electronically recorded, the organisation will inform the participant of the relevant privacy statement:.................

10.2 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 regarding to the processing of personal data by the EU organisations 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 organisation, the Tempus Public Foundation and the Ministry of Culture and Innovation.

10.3 The participant may, on written request, gain access to his personal data and correct any information that is inaccurate or incomplete. The participant should address any questions regarding the processing of his/her personal data to the sending organisation and/or the Tempus Public Foundation. The Participant may complain about the use of his/her data.

ARTICLE 11 – TERMINATION OF THE AGREEMENT

11.1 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 organisation 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.

11.2 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 their 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.

11.3 If the participant wishes to submit a force majeure request for extraordinary expenses incurred in connection with a force majeure situation, he/she must do so no later than 15 days after the mobility end date. The application must be submitted in the manner and format specified by the organisation, together with all supporting documents, which the organisation will forward to the Tempus Public Foundation for assessment by means of an itemised proposal. If, during the evaluation, the Tempus Public Foundation requests a deficiency report, the participant shall have 30 days from the date of the institutional letter to submit it. If no reply is received by the deadline, the Tempus Public Foundation will take a decision based on the documentation at its disposal. The participant may withdraw its request for force majeure until a decision is taken.

ARTICLE 12 – CHECKS AND AUDITS

12.1 The contracting parties are obliged to provide the Ministry of Culture and Innovation, the Tempus Public Foundation or any other external body authorised by the latter institutions with the detailed information they request in order to verify that the mobility period and the contract have been properly fulfilled. The legality of the grant and the use made of the grant may also be checked by the State Audit Office, the Government Audit Office, the Hungarian State Treasury and other bodies authorised by law. The audits may be carried out up to 5 (five) years after the adoption of the report, and the participant is obliged to keep the documents generated in the legal relationship until that date.

ARTICLE 13 – LIABILITY

13.1 Each party of this agreement shall exonerate the other from any civil liability for damages suffered by them or their 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.

13.2 The Tempus Public Foundation and the Ministry of Culture and Innovation 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 Tempus Public Foundation and the Ministry of Culture and Innovation shall not entertain any request for indemnity of reimbursement accompanying such claim.

ARTICLE 14 – APPLICABLE LAW AND COMPETENT COURT

14.1 The Agreement is governed by Hungarian Law.

14.2 The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the organisation and the participant concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

SIGNATURES

For the participant For the organisation

[first and last names] [first and last names, position]

[signature] [signature]

Done at [place], [date] Done at [place], [date]

**Annex 1**

Mobility Agreement