**Grant agreement for higher education student mobility**

PREAMBLE

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

on one part, **University of Veterinary Medicine Budapest**

Address: HU 1078 Budapest, István street 2.

represented for the purposes of signature of this **agreement** by Prof. Tibor Bartha Director of International Affairs, Chief Advisor to the Rector, nko@univet.hu

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: |
| Level of studies: [Bachelor/Master/Undivided/PhD] |  | | Number of completed higher education study years: [years] |
| Subject area: [degree in sending organisation] |  | | Code: [ISCED-F code] |

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

Bank account holder (if other than the **Particicipant**): [bank account holder]

Bank name: [Bank]

BIC/SWIFT number [SWIFT]

Account/IBAN number: [IBAN]

Receiving Partner/University:

Receiving Country:

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 of grant includes [delete non-applicable options]:

☐ Basic financial support for long-term physical mobility

☐ Basic financial support for short-term physical mobility

Excellence programme grants:

☐ Basic financial support

☐ Travel support

☐ Housing support

☐ Tuition fee support

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 student mobility activity and participation in the Excellent Programme within the framework of the Pannonia Programme.
  2. The organisation will support the participant to carry out [study / traineeship / research] mobility activities within the framework of the Pannonia 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 60 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 60 days of physical mobility.

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 point 3.1, the organisation will provide the participant with a grant of HUF …... The amount of the grant includes the following items: *basic financial support for long-term physical mobility: HUF 400 000,-/month.*

3.5 The settlement of costs incurred in connection with the travel support, housing support and tuition fee support is based on 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:

Regarding the use of the grant under point 3.4.: *credit certificate / certificate of duration / certificate of internship / letter of attendance / student report.*

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 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.

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

- 100% of the amount specified in 3.4 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.

6.2 Insurance coverage shall include at minimum a health insurance and a liability insurance and an accident insurance.

6.3 The responsible party for taking the insurance coverage is the participant.

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

7.1 The level of language competence in that the participant already has or agrees to acquire by the start of the mobility period is: min. B2

ARTICLE 8 – PARTICIPANT REPORT

8.1 Within 30 days after the mobility end date, the participant must complete and submit his/her report via email: nko@univet.hu platform. 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 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

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For the participant For the organisation

[first and last names] Prof. Tibor Bartha

Director of International Affairs,

Chief Advisor to the Rector

Done at Budapest, date Done at Budapest, date

**Annex 1**

Mobility Agreement