|  |  |
| --- | --- |
|  | EEA+Grants+-+JPG |

Grant Agreement

**EEA Financial Mechanism 2009-2014**

**HU08 Scholarship Programme**

**Application Round 1 – M3**

**Teacher/staff jobshadowing**

Agreement number: [xxx]

|  |  |  |  |
| --- | --- | --- | --- |
|  | **[full official name of the hosting institution]** | | |
|  | Legal form: |  | |
|  | Registration number: |  | |
|  | Official address in full: |  | |
|  | Postal address: |  | |
|  | VAT number: |  | |
|  | called hereafter **"the Institution"**, represented for the purposes of signature of this grant agreement by: | | |
|  | **[name, forename and function]** | | |
| of the one part, and | | | |
|  | **[Mr/Mrs name and forename]** | | |
|  | Place of Birth and Date: | |  |
|  | Sending Institution: | |  |
|  | Department: | |  |
|  | Position: | |  |
|  | Personal ID number | |  |
|  | Official address in full: | |  |
|  | **E-mail:** | |  |
|  | VAT number: | |  |
|  | Name of bank: | |  |
|  | Address of branch: | |  |
|  | Name of the account holder: | |  |
|  | Full account number (including bank codes): | |  |
|  | Currency of bank account | | **🞏 Euro account 🞏 Hungarian Forint account**  **🞏 Other** |
| called hereafter **“the participant”** of the other part, | | | |

HAVE AGREED

the **Conditions** below.

**Article 1 - Subject matter of the Agreement**

1. This Agreement is intended to secure the rights and obligations for both parties arising from the EEA Financial Mechanism 2009-2014 Scholarship Programme’s teacher/staff *jobshadowing* mobility (hereafter jobshadowing) individual grant.
2. On the basis of submitted individual application and the approved jobshadowing work programme, the Institution shall provide financial support to the Participant. The aim of the jobshadowing mobility shall be the acquisition and development of skills.

**Article 2 - Mobility activity**

1. The Participant undertakes to carry out completely the jobshadowing work programme (Annex I) approved by the Institution.
2. The two contracting parties agree that:
   1. Venue of jobshadowing (country, town, host institution): ....................;
   2. Duration of jobshadowing (days): ....................;
   3. Start date of jobshadowing: ......................................................
   4. End date of jobshadowing (expected): .....................................
   5. Working language of jobshadowing: ....................
3. The date of the contracted activity described in the Work Programme - even if changed - shall be in the period between 1 August 2014 - 30 April 2017.

**Article 3 - Amount and conditions of financial support**

1. The Institution agrees to provide - on the basis of the agreement signed with Tempus Public Foundation - .…. euro financial support to cover subsistence and travel expenses of jobshadowing during the period of EEA mobility.
2. Participant accepts that the financial support does not cover the actual expenses incurred during the visit.
3. Participant shall be employed by the sending institution during the mobility period.
4. Maximum one day for travel before the first day of the activity abroad and one day for travel after the last day of the activity abroad shall be counted to the total duration of the mobility period.
5. The participant may submit any request concerning the extension of the mobility period within the limits set out in Article 2.2. If the Institution agrees to extend the duration of the mobility period, the agreement shall be amended accordingly.

**Article 4 - Payment arrangements**

Institution shall provide the grant to Participant with the following conditions:

1. Within …. days following the date of entry into force of the Agreement, the Institution shall transfer the full amount of financial support of EUR […] to the Participant, taking into account the conditions set out in section 4.2.
2. Participant acknowledges that if the Prime Minister's Office does not transfer the grant amount financing the EEA Financial Mechanism 2009-2014 Scholarship programme to the Institution until the start date of the programme, and the Institution does not have sufficient resources to prefinance the financial support, the Institution transfers the financial support to the Participant’s bank account only after receipt of the said amount.

**Article 5 - Reporting**

1. The Participant shall submit the below detailed reports to the Institution.
   1. On-line completed final report of jobshadowing mobility (<http://limesurvey.tpf.hu/index.php/583836/lang-en>). The printed and signed report shall be submitted to the Institution.

Submission deadline: within 15 days of the return travel

1. Institution reserves the right to request the use of other information technology tools from the participant in order to submit the participant’s report.
2. Participant acknowledges that if deadline stated in Article 5.1. is missed by the Participant, the Participant promptly fully reimburse the financial support received from the Institution. The currency of settlement and reimbursement shall be Euro.

**Article 6 - Law applicable and competent court**

6.1. Anything outside this Agreement is governed by Hungarian Civil Code.

6.2. The competent court determined in accordance with the Hungarian national law shall have sole jurisdiction to hear any dispute between the institution and the participant, if such dispute cannot be settled amicably.

**Article 7 - General and closing terms**

7.1 By signing this agreement the Participant accepts the financial support by EEA Financial Mechanism 2009-2014 to carry out the mobility activity.

7.2The Participant individually arranges and pays all mobility related tasks and costs (travel, accommodation, insurance, etc.).

7.3 If the Participant fails to fulfill its obligations under this Agreement, Institution may terminate the contract within 8 days. In case of termination of the contract, the Participant is obliged to reimburse the full amount of financial support to the institution within 15 days.

7.4 If the Participant terminates the agreement before the agreement ends, he/she shall have to refund the amount of the grant already paid. In case of termination by the Participant due to "force majeure", the participant shall be entitled to receive the amount of the grant corresponding to the actual duration of the mobility period. "Force majeure" is an unforeseeable exceptional situation or event beyond the participant's or institution’s control and not attributable to error or negligence on his/her part. Any remaining funds shall have to be refunded by the Participant.

7.5 Amendments to the Agreement or to Annexes shall be agreed by both parties in written form. The amendment shall be accompanied to the original agreement.

The agreement shall enter into force on the date when the last of the two parties signs it.

Annexes below form an integral part of this agreement:

Annex I General Conditions

Annex II Approved jobshadowing work programme

Parties have read the Agreement and its Annexes, understood and agreed on each other's rights and obligations.

The Agreement was made in two original copies, copies are identical.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| For the Participant |  | For the Institution |
| Name: |  | Name: |
| Position: |  | Position: |
|  |  |  |
| Done at [place, date]: .................................................................... |  | Done at [place, date]: .................................................................... |

**Annex I**

**General Conditions**

**Article 1 - Liability**

Each contracting party shall exonerate the other from any civil liability for damages suffered by him or his staff as a result of performance of this contract, 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, Prime Minister’s Office, Financial Mechanism Office or their staff shall not be held liable in the event of a claim under the contract relating to any damage caused during the execution of the mobility. Consequently, the Tempus Public Foundation, Prime Minister's Office or the Financial Mechanism Office shall not entertain any request for indemnity of reimbursement accompanying such claim.

**Article 2 - Data protection**

Participant in order to fulfill its contractual obligations by signing the Agreement accepts that the Institution and Tempus Public Foundation handle his/her personal information as set out in the Agreement. All personal data contained in the Agreement shall be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. The range of managed data includes any data that the participant provides in the application, in the Agreement and its Annexes for the Institution, and all the data that the participant sends to the Institution throughout the project life cycle.

The purpose of data management is facilitating the communication; tracking of project lifecycle, financial and professional monitoring; dissemination of results; support to the Institution’s and Tempus Public Foundation’s reporting and statistical obligations, preparation of information materials; research and surveys.

Duration of data management is stated in the main institutional contract with Tempus Public Foundation and in the internal regulations.

The data can be accessed by staff conducting data input, responsible staff of Institution, Tempus Public Foundation, Prime Minister’s Office and Financial Mechanism Office; actors of the monitoring and evaluation process; authorized audit and monitoring bodies; and experts and researchers analysing the implementation and impact of the programme hired by Tempus Public Foundation, Prime Minister’s Office and the Financial Mechanism Office.

The Institution protects Participant’s personal data from unauthorized access, alteration, disclosure, deletion or destruction, and accidental destruction or damage. In order to ensure the technical protection of personal data, the Institution takes security measure to defend personal data transferred through a network or other computer devices.

The Participant may, on written request, gain access to his/her 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 Tempus Public Foundation. The Participant may lodge a complaint against the processing of his personal data with the Hungarian National Authority for Data Protection and Freedom of InformationHungarian (<http://www.naih.hu/>) or with the European data protection supervisor with regard to the use of these data by the hosting institution.

**Article 3 - Checks and audits**

The parties of the contract undertake to provide any detailed information requested by Tempus Foundation, Prime Minister’s Office, Financial Mechanism Office or by any other outside body authorised by Tempus Foundation, Prime Minister’s Office, Financial Mechanism Office to check that the Mobility and the provisions of the agreement are being properly implemented.