{0>**Grant agreement model for Erasmus+ VET traineeships**<}0{>**Model sporazuma o dotaciji za prakso v PIU**<0}

{0>[This template can be adapted by the NA or the VET sending organisation, but the content of the template are minimum requirements]<}0{>[To predlogo lahko pošiljajoče organizacije s področja PIU prilagajajo, ampak vsebina te predloge predstavlja minimalne zahteve.<0}

{0>[Key Action 1 – VOCATIONAL EDUCATION AND TRAINING]<}0{>[Ključni ukrep 1 – POKLICNO IZOBRAŽEVANJE IN USPOSABLJANJE]<0}

{0>[Full official name of the sending organisation and Accreditation reference number, if applicable]<}0{>[Polni uradni naziv pošiljajoče organizacije in referenčna številka akreditacije, če je ustrezno]<0}

{0>Address: [official address in full]<}0{>Naslov: [polni uradni naslov]<0}

{0>Called hereafter "the organisation", represented for the purposes of signature of this agreement by [name(s), forename(s) and function] of the one part, and<}0{>V nadaljevanju "organizacija", ki jo za podpis tega sporazuma zastopa [priimki, imena in položaj], na eni strani, in<0}

{0>Mr/Mrs/Ms [Apprentice/VET learner name(s) and forename(s)]<}0{>Gospod/Gospa/Gospodična [priimki in imena pripravnika/udeleženca v PIU]<0}

{0>Date of birth: Nationality: <}0{>Datum rojstva: Državljanstvo: <0}

{0>Address: [official address in full]<}0{>Naslov: [polni uradni naslov]<0}

{0>Phone: E-mail:<}0{>Telefon: El. pošta:<0}

{0>Sex: [M/F] Academic year: 20../20..<}0{>Spol: [M/Ž] Študijsko leto: 20../20..<0}

{0>Vocational training level: [Apprentice/Upper-secondary vocational education and training/Post-secondary vocational education and training/Other] <}0{>Stopnja poklicnega izobraževanja: [Pripravnik/Višje srednje poklicno izobraževanje in usposabljanje/posrednješolsko poklivno izobraževanje in usposabljanje/Drugo] <0}

{0>Subject area: [degree in sending institution] Code: [ISCED-F code]<}0{>Predmetno področje: [programa na pošiljajoči instituciji] Koda: [Koda ISCED-F]<0}

{0>Number of completed VET study years: <}0{>Število zaključenih let PIU: <0}

{0>The financial support includes: 🞏 Special needs support <}0{>Finančna podpora zajema: 🞏 podporo za osebe s posebnimi potrebami <0}

{0>[If applicable in the country] 🞏 Financial Support to student with disadvantaged background [NA will need to include definition] <}0{>[Če obstaja v zadevni državi] 🞏 Finančno podporo za študente z manj možnostmi <0}

{0>[For all participants receiving financial support from Erasmus+ EU funds, except those receiving ONLY a zero-grant from EU funds].<}0{>[Za vse udeležence, ki prejemajo finančno podporo iz evropskih sredstev Erasmus+, z izjemo tisith, ki iz evropskih sredstev prejemajo SAMO ničelno dotacijo].<0}

{0>Bank account where the financial support should be paid:<}0{>Bančni račun, kamor naj se nakaže finančna podpora:<0}

{0>Bank account holder (if different than student): <}0{>Imetnik bančnega računa (če ni enak študentu) <0}

{0>Bank name: <}0{>Ime banke: <0}

{0>Clearing/BIC/SWIFT number: Account/IBAN number:<}0{>Klirinška številka/BIC/SWIFT: Številka računa/IBAN:<0}

{0>Called hereafter “the participant”, of the other part, <}0{>V nadaljevanju "udeleženec", na drugi strani, <0}

{0>Have agreed to the Special Conditions and Annexes below which form an integral part of this agreement ("the agreement"):<}0{>sta dogovorila posebne pogoje in priloge v nadaljevanju, ki predstavljajo sestavni del tega sporazuma (v nadaljevanju: sporazum):<0}

{0>[Key Action 1 – VOCATIONAL EDUCATION using ECVET]<}0{>[Ključni ukrep 1 – POKLICNO IZOBRAŽEVANJE z uporabo ECVET-a]<0}

{0>Annex I ECVET Learning Agreement for Erasmus+ mobility for traineeships (to be signed by sending and receiving institutions and participant<}0{>Priloga I ECVET učni sporazum za mobilnost za prakso Erasmus+ (ki ga morajo podpisati pošiljajoča in sprejemna institucija ter udeleženec)<0}

{0>Annex II General Conditions<}0{>Priloga II Splošni pogoji<0}

{0>Annex III ECVET Memorandum of understanding [to be signed between sending and receiving institutions]<}0{>Priloga III ECVET Memorandum o soglasju [ki ga morata podpisati pošiljajoča in sprejemna institucija]<0}

{0>Annex IV ECVET Quality commitment (to be signed by sending and receiving institutions and participant)<}0{>Priloga IV ECVET Zaveza kakovosti (ki jo morajo podpisati pošiljajoča in sprejemna institucija ter udeleženec)<0}

{0>[Key Action 1 – VOCATIONAL EDUCATION not using ECVET]<}0{>[Ključni ukrep 1 – POKLICNO IZOBRAŽEVANJE brez uporabe ECVET-a]<0}

{0>Annex I Learning Agreement for Erasmus+ mobility for traineeships (to be signed by sending and receiving institutions and participant)<}0{>Priloga I Učni sporazum za mobilnost za prakso Erasmus+ (ki ga morajo podpisati pošiljajoča in sprejemna institucija ter udeleženec)<0}

{0>Annex II General Conditions<}0{>Priloga II Splošni pogoji<0}

{0>Annex III Quality commitment (to be signed by sending and receiving institutions and participant)<}0{>Priloga III Zaveza kakovosti (ki jo morajo podpisati pošiljajoča in sprejemna institucija ter udeleženec)<0}

{0>The terms set out in the Special Conditions shall take precedence over those set out in the annexes. <}0{>Pogoji, določeni v posebnih pogojih, imajo prednost pred pogoji, določenimi v prilogah. <0}

{0>[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.]<}0{>[Za Prilogo I tega dokumenta ni potrebna izmenjava podpisanih izvirnikov: zadostujejo kopije podpisanih dokumentov oziroma elektronski podpisi, odvisno od nacionalne zakonodaje.]<0}

{0>SPECIAL CONDITIONS<}0{>POSEBNI POGOJI<0}

{0>ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT <}0{>1. ČLEN - PREDMET SPORAZUMA <0}

{0>1.1 The organisation shall provide support to the participant for undertaking a mobility activity for traineeships under the Erasmus+ Programme. <}0{>1.1 Organizacija bo udeležencu zagotovila podporo za sodelovanje v aktivnosti mobilnosti za prakso v okviru programa Erasmus+. <0}

{0>1.2 The participant accepts the support or the provision of services as specified in article 3 and undertakes to carry out the mobility activity for traineeships as described in Annex I. <}0{>1.2 Udeleženec sprejema podporo oziroma nudene storitve, določene v 3. členu, in se zavezuje, da bo aktivnost mobilnosti za prakso izvedel, kot je opisano v Prilogi I. <0}

{0>1.3. Amendments to the agreement shall be requested and agreed by both parties through a formal notification by letter or by electronic message.<}0{>1.3. Spremembe tega sporazuma morata zahtevati in se o njih dogovoriti obe pogodbeni stranki z uradnim obvestilom v obliki pisma ali elektronskega sporočila.<0}

{0>ARTICLE 2 – ENTRY INTO FORCE AND DURATION OF MOBILITY<}0{>2. ČLEN - ZAČETEK VELJAVNOSTI IN TRAJANJE MOBILNOSTI<0}

{0>2.1 The agreement shall enter into force on the date when the last of the two parties signs.<}0{>2.1 Sporazum začne veljati na datum podpisa zadnja izmed obeh pogodbenih strank.<0}

{0>2.2 The mobility period shall start on [date] at the earliest and end on [date] at the latest. The start date of the mobility period shall be the first day that the participant needs to be present at the receiving organisation. [Organisation to select for participants 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. <}0{>2.3 Obdobje mobilnosti se začne najprej [datum] in zaključi najkasneje [datum]. Datum začetka obdobja mobilnosti je prvi dan, ko mora biti udeleženec prisoten pri sprejemni organizaciji. [Organizacija to možnost izbere za udeležence, ki obiskujejo jezikovne tečaje, ki jih kot ustrezni del obdobja mobilnosti v tujini nudi druga organizacija, ki ni sprejemna institucija/organizacija: Datum začetka obdobja mobilnosti je prvi dan obiska jezikovnega tečaja izven sprejemne organizacije]. Datum konca obdobja v tujini je zadnji dan, ko mora biti udeleženec prisoten pri sprejemni organizaciji. <0}

{0>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 EU funds: the number of months and extra days shall be equal to the duration of the mobility period; [If the participant receives a zero-grant for the entire period: this number of months and extra days should be 0].<}0{>2.3 Udeleženec prejme finančno podporo iz evropskih sredstev Erasmus+ za […] mesecev in […] dni [če udeleženec prejme finančno podporo iz evropskih sredstev Erasmus+: je število mesecev in dodatnih dni enako trajanju obdobja mobilnosti; [Če udeleženec prejme ničelno dotacijo za celotno obdobje mobilnosti: mora biti to število mesecev in dodatnih dni enako 0].<0}

{0>2.4 The total duration of the mobility period shall not exceed 12 months. <}0{>2.4 Skupno trajanje obdobja mobilnosti ne sme presegati 12 mesecev. <0}

{0>2.5 Demands to the institution to extend the period of stay should be introduced at least one month before the end of the mobility period. <}0{>2.5 Zahteve, ki jih udeleženci pošljejo institucijam v zvezi s podaljšanjem obiska (obdobja mobilnosti), morajo biti poslane najmanj en mesec pred koncem obdobja mobilnosti. <0}

{0>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. <}0{>2.6 Izpis ocen ali Potrdilo o praksi (ali izjava, ki je priložena tem dokumentom) mora vsebovati potrjen datum začetka in datum konca obdobja mobilnosti. <0}

{0>ARTICLE 3 – FINANCIAL SUPPORT <}0{>3. ČLEN - FINANČNA PODPORA <0}

{0>3.1 The financial support for the mobility period is EUR […], corresponding to EUR […] per 30 days if long-term or per day if short term.<}0{>3.1 Finančna podpora za obdobje mobilnosti znaša […] EUR, kar ustreza […] EUR za 30 dni (v primeru dolgotrajne mobilnosti) oz. na dan (v primeru kratkotrajne mobilnosti).<0}

{0>3.2 [NA/institution/organisation to select Option 1, Option 2 or Option 3] <}0{>3.2 [Institucija/organizacija izbere Možnost 1, Možnost 2 ali Možnost 3] <0}

{0>[Option 1]<}0{>[Možnost 1]<0}

{0>The participant shall receive EUR […] corresponding to travel, individual support, linguistic support and course fees.<}0{>Udeleženec prejme […] EUR za pot, individualno podporo, jezikovno podporo.

{0> NA to select the applicable budget categories depending on the Key Action, field and type of participants[Option 2]<}0{>[Možnost 2]<0}

{0>The [institution/organisation] shall provide to the participant with travel, subsistence, linguistic support and course fees in the form of direct provision of the required support services. In such case, the beneficiary shall ensure that this direct provision of services will meet the necessary quality and safety standards.<}0{>[Institucija/organizacija bo udeležencu zagotovila podporo za pot, bivanje in jezikovno podporo v obliki neposrednega nudenja potrebnih podpornih storitev. V tem primeru bo upravičenec zagotovil, da bodo nudene storitve ustrezale zahtevanim standardom kakovosti in varnosti.]<0}

{0> [Option 3]<}0{> [Možnost 3]<0}

{0>The participant shall receive from the institution a financial support of [….] EUR for [institution/organisation to select the applicable budget categories: travel, subsistence, linguistic support and course fees] and support in the form of direct provision of the required [institution/organisation to select the applicable budget categories: travel, subsistence, linguistic support and course fees] services. In such case, the beneficiary shall ensure that the direct provision of services will meet the necessary quality and safety standards. <}0{>Udeleženec bo od institucije prejel finančno podporo v višini [….] EUR za [institucija/organizacija izbere ustrezne kategorije proračuna: pot, bivanje in jezikovno podporo v obliki neposrednega nudenja potrebnih podpornih storitev za [institucija/organizacija izbere ustrezne kategorije proračuna: pot, bivanje, jezikovno podporo]. V tem primeru bo upravičenec zagotovil, da bodo neposredno nudene storitve ustrezale zahtevanim standardom kakovosti in varnosti.] <0}

{0>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.<}0{>3.3 Kadar je ustrezno, se višina povračila stroškov nastalih v zvezi s posebnimi potrebami določi na podlagi dokazil, ki jih predloži udeleženec.<0}

{0>3.4 The financial support may not be used to cover similar costs already funded by Union funds. <}0{>3.4 Finančna podpora se ne sme porabiti za pokrivanje stroškov, ki se že financirajo iz evropskih sredstev. <0}

{0>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. <}0{>3.5 Ne glede na člen 3.4 je dotacija združljiva z drugimi viri financiranja, vključno z morebitnimi prihodki, ki jih udeleženec prejme za delo, opravljeno izven študija/prakse, vse dokler ustrezno izvaja aktivnosti, določene v Prilogi I. <0}

{0>3.6 The financial support or part thereof shall be repaid if the participant does not comply with the terms of the agreement [NA to complete with specific recovery rules if needed]. If the participant terminates the agreement before it ends, he/she shall have to refund the amount of the grant already paid, except if agreed differently with the sending 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 2.2. Any remaining funds shall have to be refunded, except if agreed differently with the sending institution. Such cases shall be reported by the sending institution and accepted by the National Agency. <}0{>3.6 Finančno podporo ali njen del mora udeleženec vrniti, če ne upošteva pogojev tega sporazuma. Če udeleženec prekine sporazum pred njegovim iztekom, mora vrniti znesek dotacije, ki je že bil izplačan, razen če se dogovori drugače s pošiljajočo institucijo. Kljub temu pa je udeleženec, kadar mu zaključek aktivnosti mobilnosti, kot so opisane v Prilogi I, prepreči višja sila, še vedno upravičen do zneska dotacije, ki ustreza dejanskemu trajanju obdobja mobilnosti, kot je določeno v členu 2.2. Vsa preostala sredstva mora udeleženec vrniti, razen če se dogovori drugače s pošiljajočo institucijo. O takih primerih mora pošiljajoča institucija poročati NA, NA pa jih mora odobriti oziroma sprejeti. <0}

{0>ARTICLE 4 – PAYMENT ARRANGEMENTS<}0{>4. ČLEN - PLAČILNI POGOJI<0}

{0>4.1 Within 30 calendar days following the signature of the agreement by both parties, and no later than the start date of the mobility period or upon receipt of confirmation of arrival, a pre-financing payment shall be made to the participant representing [between 70% and 100%] of the amount specified in Article 3 [NA may add: 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.<}0{>4.1 V roku 30 koledarskih dni po podpisu sporazuma s strani obeh pogodbenih strank in najkasneje do dazuma začetka obdobja mobilnosti oziroma po prejemu potrditve o prihodu, bo udeležencu izplačano predfinanciranje, ki predstavlja [med 70% in 100%] zneska, določenega v 3. členu. V primeru da udeleženec ne predloži dokazil v roku, ki ga določi sprejemna institucija, se lahko v izjemnih primerih odobri tudi kasnejše izplačilo predfinanciranja.<0}

{0>4.2 If the payment under article 4.1 is lower than 100% of the financial support, the submission of the on-line EU survey shall be considered as the participant's request for payment of the balance of the financial support. The institution shall have 45 calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.<}0{>4.2 Če je plačilo v skladu s členom 4.1 nižje od 100%, se oddaja evropske ankete šteje kot zahteva udeleženca za izplačilo preostalega zneska finančne podpore. Institucija ima 45 koledarskih dni za izplačilo razlike oziroma izdajo naloga za vračilo v primeru, da mora udeleženec vrniti del sredstev.<0}

{0>ARTICLE 5 – INSURANCE<}0{>5. ČLEN - ZAVAROVANJE<0}

{0>5.1 The participant shall have adequate insurance coverage. [The NA/institution shall add a clause to this agreement in order to ensure that students are clearly informed about issues related to insurances. It shall always highlight what is mandatory or recommended. For mandatory insurances, the responsible who takes the insurance (for traineeships: receiving organisation, sending institution or student) must be stated. The following information is optional but recommended: the insurance number/reference and the insurance company. This depends highly on the legal and administrative provisions in the sending and receiving country.] <}0{>5.1 Udeleženec bo imel sklenjeno ustrezno zavarovanje (zavarovalno kritje). [Institucija doda temu sporazumu člen, s katerim zagotovi, da so študenti jasno obveščeni o vseh vprašanjih v zvezi z zavarovanji. Vedno mora biti jasno označeno, kaj je obvezno in kaj priporočljivo. Pri obveznih zavarovanjih je treba navesti, kdo mora skleniti zavarovanje (za prakso: sprejemna organizacija, pošiljajoča organizacija ali študent) Naslednji podatki niso obvezni, a njihovo navedbo močno priporočamo: številka zavarovanja/referenca in zavarovalnica. To je v veliki meri odvisno od pravnih in upravnih določb v pošiljajoči in sprejemni državi.] <0}

{0>5.2 Acknowledgement that **health insurance coverage** has been organised shall be included in this agreement. [*Usually basic coverage is provided by the national health insurance of the participant as well during his/her stay in another EU country through the European Health Insurance Card. However, the coverage of the European Health Insurance Card or private insurance 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*.]<}0{>5.2 Potrditev, da je organizirano **zdravstveno zavarovanje**, bo vključena v ta sporazum. [*Po navadi nacionalno zdravstveno zavarovanje udeleženca zagotavlja tudi osnovno kritje med njegovim obiskom druge države EU preko evropske kartice zdravstvenega zavarovanja. Vseeno pa kritja iz naslova evropske kartice zdravstvenega zavarovanja ali zasebnega zavarovanja vedno ne zadođčajo; tj. zlasti v primeru potrebne vrnitve v domovino ali posebnih medicinskih posegov. V teh primerih je koristno skleniti dopolnilno zasebno zavarovanje. Pošiljajoča institucija študenta je odgovorna oziroma mora zagotoviti, da je udeleženec seznanjen z vprašanji v zvezi z zdravstvenim zavarovanjem*.]<0}

{0>5.3 Acknowledgement that **liability insurance coverage** (covering damages caused by the student at the workplace [/study place if foreseen for studies]) has been organised and of how it has been organised shall be included in this agreement. <}0{>5.3 Potrditev, da je bilo organizirano **odškodninsko zavarovanje** (s kritjem za škodo, ki jo študent povzroči na delovnem mestu [/kraju, predvidenemu za študij]) in način njegove organizacije, bosta vključena v ta sporazum. <0}

{0>[*A liability insurance covers damages caused by the student during his/her stay abroad (independently whether he/she is at work or not). Varying arrangements with respect to liability insurance are in place in different countries engaged in transnational learning mobility for traineeships. Trainees therefore run the risk of not being covered. Therefore it is the responsibility of the sending institution to check that there is liability insurance covering in a mandatory way at least damages causes by the participant at the work place. Annex 1 provides clarity if this is covered by the receiving organisation or not. If not made compulsory by the national regulation of the receiving country, this might not be imposed on the receiving organisation*.]<}0{>[*Odškodninsko zavarovanje krije škodo, ki jo je povzročil študent med svojim obiskom tujine (ne glede na to ali jo je povzročil med delom ali ne). V različnih državah, ki sodelujejo v mednarodni učni mobilnosti za prakso, obstajajo različne ureditve odškodninskega zavarovanja. Zato obstaja tveganje, da udeleženci prakse nimajo urejenega ustreznega kritja. Pošiljajoča institucija mora zato preveriti, da odškodninsko zavarovanje nujno krije najmanj škodo, ki jo udeleženec prakse povzroči na delovnem mestu. Priloga 1 jasno opisuje, če to krije sprejemna organizacija. Če ni to ni obvezno v skladu z nacionalno ureditvijo sprejemne države, tega sprejemni organizaciji tudi ni mogoče naložiti*.]<0}

{0>5.4 Acknowledgement **accident insurance coverage** related to the student's tasks (covering at least damages caused to the student at the workplace [/study place if foreseen for studies]) has been organised and of how it has been organised shall be included in this agreement. <}0{>5.4 Potrditev, da je bilo organizirano **nezgodno zavarovanje** v zvezi z nalogami študenta (ki mora vsebovati najmanj zavarovanje za škodo, ki jo študent utrpi na delovnem mestu [/kraju, predvidenemu za študij]), in način njegove organizacije bosta vključena v ta sporazum. <0}

{0>[*This insurance covers damages to employees resulting from accidents at work. In many countries employees are covered against such accidents at work. However, the extent to which transnational trainees are covered within the same insurance may vary across the countries engaged in transnational learning mobility programmes. It is the responsibility of the sending institution to check that insurance against accidents at work has been organised. Annex 1t provides clarity if this is covered by the host organisation or not. If the receiving organisation does not provide such a coverage (which cannot be imposed if not made compulsory by the national regulation of the receiving country), the sending institution shall ensure that the student is covered by such an insurance (taken either by the sending institution (on a voluntary basis as part of its quality management) or by the participant herself or himself*)]. <}0{>[*To zavarovanje krije škodo, ki jo zaposleni utrpijo zaradi nezgod pri delu. V številnih državah so zaposleni zavarovani za primere takih nezgod pri delu. Vseeno se lahko obseg kritja za mednarodne udeležence prakse v okviru enakega zavarovanja razlikuje med posameznimi državami, ki sodelujejo v mednarodnih programih učne mobilnosti. Za preverjanje, ali je bilo poskrbljeno za zavarovanje v primeru nezgod pri delu, je odgovorna pošiljajoča institucija. Priloga 1 jasno opisuje, če to krije organizacija gostiteljica. Če sprejemna organizacija ne nudi takega kritja (kar ji tudi ni mogoče naložiti, če to ni obvezno v skladu znacionalno ureditvijo sprejemne države), bo pošiljajoča institucija poskrbela, da imajo študenti sklenjeno tako zavarovanje (ali ga sklene pošiljajoča institucija (na prostovoljni osnovi kot del upravljanja s kakovostjo) ali pa sam udeleženec*)]. <0}

{0>ARTICLE 6 – ONLINE LINGUISTIC SUPPORT [Only applicable for mobilities for which the main language of instruction or work is English, French, German, Italian, Spanish, or Dutch (or additional languages once they become available in the Online Linguistic Support (OLS) tool), with the exception of native speakers]<}0{>6. ČLEN - SPLETNA JEZIKOVNA PODPORA [Velja le za mobilnosti, kjer je glavni jezik pouka angleščina, francoščina, nemščina, italijanščina, španščina ali nizozemščina (oziroma drugi jeziki, ko bodo na voljo v orodju za spletno jezikovno podporo), z izjemo naravnih govorcev teh jezikov]<0}

{0>6.1. The participant must carry out the OLS language assessment before and at the end of the mobility period. <}0{>6.1. Udeleženec mora opraviti v okviru spletne jezikovne podpore opraviti preverjanje znanja pred in na koncu obdobja mobilnosti. <0}

{0>6.2 [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.<}0{>6.2 [Velja samo za udeležence, ki sodelujejo v jezikovnem tečaju v okviru spletne jezikovne podpore] Udeleženci bodo obiskovali jezikovni tečaj v okviru spletne jezikovne podpore takoj, ko pridobijo dostop, in se bodo trudili kar najbolje izkoristiti omogočeno storitev. Udeleženci bodo nemudoma obvestili institucijo, če ne bodo mogli obiskovati tečaja, preden so do njega prvič dostopali.<0}

{0>6.3 [Optional-to be decided by NA/beneficiary] 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.<}0{>6.3 Plačilo zadnjega obroka finančne podpore je pogojeno z opravljanjem obveznega preverjanja jezikovnega znanja v okviru spletne jezikovne podpore ob koncu mobilnosti.<0}

{0>ARTICLE 7 – EU SURVEY<}0{>7. ČLEN – EVROPSKA ANKETA<0}

{0>7.1. The participant shall complete and submit the on-line 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 on-line EU Survey may be required by their institution to partially or fully reimburse the financial support received.<}0{>7.1. Udeleženec mora po koncu mobilnosti v tujini in v roku 30 dneh po prejemu poziva za izpolnitev, izpolniti in oddati spletno evropsko anketo. Od udeležencev, ki ne izpolnijo in oddajo spletne evropske ankete, lahko njihove institucije zahtevajo delno ali celotno vračilo prejete finančne podpore.<0}

{0>7.2 A complementary on-line survey may be sent to the participant allowing for full reporting on recognition issues.<}0{>7.2 Udeležencem se lahko pošlje tudi dopolnilna spletna anketa za celovito poročanje o vprašanjih v zvezi s priznavanjem.<0}

{0>ARTICLE 8 – LAW APPLICABLE AND COMPETENT COURT<}0{>8. ČLEN - VELJAVNA ZAKONODAJA IN PRISTOJNO SODIŠČE<0}

{0>8.1 The Agreement is governed by [insert the national law of the NA].<}0{>8.1 Za ta sporazum velja zakonodaja Republike Slovenije.<0}

{0>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.<}0{>8.2 Pristojno sodišče, določeno v skladu z veljavno nacionalno zakonodajo ima izključno pristojnost za obravnavo kakršnih koli sporov med institucijo in udeležencev v zvezi s tolmačenjem, uporabo in veljavnostjo tega sporazuma, če spora ni mogoče rešiti na prijateljski način.<0}

{0>SIGNATURES<}0{>PODPISI<0}

{0>For the participant For the [institution/organisation<}0{>Za udeleženca Za [institucijo/organizacijo<0}

{0>[name / forename] [name / forename / function]<}0{>[priimek / ime] [priimek / ime / položaj]<0}

{0>[signature] [signature]<}0{>[podpis] [podpis]<0}

{0>Done at [place], [date] Done at [place], [date]<}0{>Podpisano v [kraj], [datum] Podpisano v [kraj], [datum]<0}

{0>**Annex I**<}0{>**Priloga I**<0}

{0>[Key Action 1 – VOCATIONAL EDUCATION using ECVET]<}0{>[Ključni ukrep 1 – POKLICNO IZOBRAŽEVANJE z uporabo ECVET-a]<0}

{0>**ECVET Learning Agreement for Erasmus+ mobility for traineeships**<}0{>**Učni sporazum ECVET za mobilnost za prakso Erasmus+**<0}

{0>[Key Action 1 – VOCATIONAL EDUCATION not using ECVET]<}0{>[Ključni ukrep 1 – POKLICNO IZOBRAŽEVANJE brez uporabe ECVET-a]<0}

{0>**Learning Agreement for Erasmus+ mobility for traineeships**<}0{>**Učni sporazum za mobilnost za prakso Erasmus+**<0}

{0>**Annex II**<}0{>**Priloga II**<0}

{0>**GENERAL CONDITIONS**<}0{>**SPLOŠNI POGOJI**<0}

{0>**Article 1: Liability**<}0{>**1. člen: Odškodninska odgovornost**<0}

{0>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.<}0{>Posamezna pogodbena stranka drugo pogodbeno stranko razrešuje kakršne koli civilne odgovornosti za škodo, ki jo utrpi sama ali njeno osebje zaradi izpolnjevanja tega sporazuma, pod pogojem da ta škoda ni posledica resne ali namerne kršitve s strani druge pogodbene stranke oziroma njenih zaposlenih.<0}

{0>The National Agency of [country], 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 [country] or the European Commission shall not entertain any request for indemnity of reimbursement accompanying such claim. <}0{>Nacionalna agencija Republike Slovenije, Evropska komisija ali njeni zaposleni ne bodo odgovorni za morebitne zahtevke po tej pogodbi v zvezi s škodo, ki je nastala med izvajanjem obdobja mobilnosti. Posledično bosta nacionalna agencija Republike Slovenije ali Evropska komisija zavrnili kakršnekoli zahteve za nadomestila ali vračila, ki bodo priložene takim zahtevkom. <0}

{0>**Article 2: Termination of the agreement**<}0{>**2. člen: Prekinitev sporazuma**<0}

{0>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.<}0{>V primeru da udeleženec ne opravi svojih obveznosti po tem sporazumu in, ne glede na posledice v skladu z nacionalno zakonodajo, ima institucija pravico, da prekine ali odpove pogodbo brez kakršnih koli pravnih formalnosti, če se udeleženec ne odzove v roku enega meseca po prejemu obvestila s priporočeno pošto.<0}

{0>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 sending organisation. <}0{>Če udeleženec odpove sporazum preden se sporazum izteče, oziroma če ne izpolnjuje sporazuma v skladu s pravili, mora vrniti znesek dotacije, ki je že bil izplačan, razen če se drugače dogovori s pošiljajočo organizacijo. <0}

{0>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.<}0{>V primeru odpovedi sporazuma s strani udeleženca zaradi "višje sile"; tj. nepredvidljivo izredno stanje ali dogodek izven nadzora udeleženca, ki ga ni moč pripisati napaki ali malomarnosti na strani udeležence, je udeleženec upravičen do prejema zneska dotacije, ki ustreza dejanskemu trajanju obdobja mobilnosti, kot je določeno v členu 2.2. Vsa preostala sredstva mora udeleženec vrniti, razen če se drugače ne dogovori s pošiljajočo organizacijo.<0}

{0>**Article 3: Data Protection**<}0{>**3. člen: Varovanje podatkov**<0}

{0>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 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)).<}0{>Vsi osebni podatki v tem sporazumu se obdelujejo v skladu z Uredbo (ES) št. 45/2001 Evropskega parlamenta in Sveta o varstvu posameznikov pri obdelavi osebnih podatkov v institucijah in organih Skupnosti in o prostem pretoku takih podatkov. Ti podatki se obdelujejo izključno v zvezi z izvajanjem in nadaljnjim spremljanjem sporazuma s strani pošiljajoče institucije, nacionalne agencija in Evropske komisije, brez vpliva na možnost posredovanja teh podatkov organom, ki so odgovorni za nadzor in revizijo v skladu z evropsko zakonodajo (Računsko sodišče, ali Evropski urad za boj proti goljufijam (OLAF)).<0}

{0>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.<}0{>Na podlagi pisne zahteve lahko udeleženec zahteve dostop do svojih osebnih podatkov in popravi oziroma dopolni kakršne koli netočne ali nepopolne informacije. Vsa vprašanja v zvezi z obdelavo svojih osebnih podatkov lahko udeleženci naslovijo na pošiljajočo institucijo in/ali nacionalno agencijo. Udeleženec lahko vloži pritožbo v zvezi z obdelavo svojih osebnih podatkov pri [nacionalnem organu za varstvo osebnih podatkov] glede uporabe teh podatkov s strani pošiljajoče institucije ali nacionalne agencije, oziroma pri Evropskem nadzorniku za varstvo podatkov, če gre za uporabo podatkov s strani Evropske komisije.<0}

{0>**Article 4: Checks and Audits**<}0{>**4. člen: Kontrole in revizije**<0}

{0>The parties of the agreement undertake to provide any detailed information requested by the European Commission, the National Agency of [country] or by any other outside body authorised by the European Commission or the National Agency of [country] to check that the mobility period and the provisions of the agreement are being properly implemented.<}0{>Pogodbeni stranki se zavezujeta, da bosta posredovali vse podrobne informacije, ki jih zahtevajo Evropska komisija, nacionalna agencija Republike Slovenije ali kateri koli drug zunanji organ, ki ga Evropska komisija ali nacionalna agencija Republike Slovenije pooblastita za preverjanje ustreznega izvajanja obdobja mobilnosti in določb tega sporazuma.<0}