{0>**Grant agreement model for Erasmus+ staff mobility for teaching and training between PROGRAMME and PARTNER COUNTRIES** <}0{>**Sporazum o nepovratnih sredstvih za mobilnost osebja Erasmus+ med DRŽAVAMI PROGRAMA in PARTNERSKIMI DRŽAVAMI** <0}

{0>[This template can be adapted by the National Agency (NA) or the higher education institution (HEI), but the contents of this template are minimum requirements. Blue code: directions for NAs/HEIs that should be deleted; yellow code: NA/HEI to select or edit as applicable.]<}0{>[To predlogo lahko visokošolske institucije prilagajajo, vendar njena vsebina predstavlja minimalne zahteve. Modro besedilo: napotki za visokošolske institucije, ki jih je treba izbrisati; rumeno besedilo: morajo izbrati ali urediti visokošolske institucije, kjer je ustrezno]<0}

{0>[The option "invited staff from enterprises" is not available for mobility between Programme and Partner Countries in the 2015 Call and is therefore not included in this template]<}0{>[Možnost "vabljeno osebje iz podjetij" med državami programa in partnerskimi državami v razpisu za leto 2017 ni na voljo in posledično ni vključena v to predlogo]<0}

{0>[Full official name of the Programme Country institution and Erasmus Code] <}0{>[Polni uradni naziv institucije v državi programa in Erasmus koda] <0}

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

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

{0>Dr/Mr/Mrs/Ms [Participant name(s) and forename(s)]<}0{>Dr/Gospod/Gospa/Gospodična [Priimki in imena udeležencev]<0}

{0>Seniority in the position: Nationality: <}0{>Službeni staž na položaju: Državljanstvo: <0}

{0>Address: [official address in full] Department/unit: <}0{>Naslov: [polni uradni naslov] Oddelek/enota: <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>Participant with: financial support from Erasmus+ EU funds <}0{>Udeleženec s/z: finančno podporo iz evropskih sredstev Erasmus+ <0}

{0>a zero-grant  <}0{>ničelnimi nepovratnimi sredstvi (zero grant)  <0}

{0>The financial support includes: special needs support  <}0{>Finančna podpora zajema: podporo osebam s posebnimi potrebami  <0}

{0>The participant receives financial support other than Erasmus+ EU funds  <}0{>Udeleženec poleg evropskih sredstev Erasmus+ prejema tudi drugo finančno podporo  <0}

{0>[Institution to complete the following box (if it does not already have this information) for participants receiving financial support from Erasmus+ EU funds].<}0{>[Spodnji okvir izpolni institucija (če še nima teh informacij) za udeležence, ki prejemajo finančno podporo iz evropskih sredstev Erasmus+].<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 participant): <}0{>Imetnik bančnega računa (če ni enak udeležencu) <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>Why ‘if applicable » does it mean that the money can be paid in « cash » ?<}0{>Zakaj "če je ustrezno » ali to pomeni, da se lahko denar plača v obliki « gotovine » ?<0}

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

{0>Have agreed 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>Annex I Staff Mobility Agreement<}0{>Priloga I Sporazum za mobilnost osebja<0}

{0>Annex II General Conditions<}0{>Priloga II Splošni pogoji<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 institution shall provide support to the participant for undertaking a mobility activity for [teaching/ training/ teaching and training] under the Erasmus+ Programme. <}0{>1.1 Institucija bo udeležencu zagotovila podporo za sodelovanje v aktivnosti mobilnosti za [poučevanje/usposabljanje/poučevanje in usposabljanje] v okviru programa Erasmus+. <0}

{0>1.2 The participant accepts the financial support or the provision of services as specified in article 3 and undertakes to carry out the mobility activity for [teaching/ training/ teaching and training] as described in Annex I.<}0{>1.2 Udeleženec sprejema individualno podporo in podporo za kritje potnih stroškov, določeno v 3. členu in se zavezuje, da bo aktivnost mobilnosti za [poučevanje/usposabljanje/poučevanje in usposabljanje] izvedel tako, 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] and end on [date]. The start date of the mobility period shall be the first day that the participant needs to be present at the receiving institution and the end date shall be the last day the participant needs to be present at the receiving institution. <}0{>2.2 Obdobje mobilnosti se začne [datum] in zaključi [datum]. Datum začetka obdobja mobilnosti je prvi dan, ko mora biti udeleženec prisoten na sprejemni instituciji, datum konca pa je zadnji dan, ko mora biti udeleženec prisoten na sprejemni instituciji. <0}

{0>[Institution to select the applicable option: [Travel time is excluded from the duration of the mobility period.] or [One day for travel before the first day of the activity abroad [and/or] one day for travel following the last day of the activity abroad shall be added to the duration of the mobility period and included in the calculation for individual support.] <}0{>[Institucija izbere ustrezno možnost: [Čas potovanja ni vključen v trajanje obdobja mobilnosti.] ali [En dan za pot pred prvim dnem aktivnosti v tujini [in/ali] en dan za pot po zadnjem dnevu aktivnosti v tujini se doda trajanju obdobja mobilnosti in se upošteva pri izračunu individualne podpore.] <0}

{0>2.3 The participant shall receive financial support from Erasmus+ EU funds for […] days of activity [the number of days shall be equal to the duration of the mobility period, except for zero-grant participants, where the number of days should be 0] and […] days for travel [for zero-grant participants, the number of travel days should be 0].<}0{>2.3 Udeleženec prejme finančno podporo iz evropskih sredstev Erasmus+ za […] dni aktivnosti [število dni bo enako trajanju obdobja mobilnosti z izjemo udeležencev z ničelnimi nepovratnimi sredstvi (zero grant), kjer mora biti število dni enako 0] in […] dni za pot [pri udeležencih z ničelnimi nepovratnimi sredstvi (zero grant) mora biti število dni potovanja enako 0].<0}

{0>[Institution to select if applicable and complete with specific rules if needed: The participant shall receive a financial support other than Erasmus+ EU funds for […] days of activity.]<}0{>[Institucija izbere, če je ustrezno, in po potrebi dopolni z natančnimi pravili: Udeleženec poleg evropskih sredstev Erasmus+ prejme tudi finančno podporo za [...] dni aktivnosti.]<0}

{0>2.4 The total duration of the mobility period shall not exceed 2 months, with a minimum of 5 days per mobility activity. A minimum of 8 hours of teaching per week has to be respected. For a mobility period exceeding a full week, the minimum number of teaching hours per extra day is calculated as: 8 hours divided by 5, multiplied by the number of extra days. [For teaching mobility – NA to select if applicable: The participant shall teach a total of […] hours in [...] days]. <}0{>2.4 Skupno trajanje obdobja mobilnosti ne sme presegati 2 mesecev, in mora trajati najmanj 5 dni za posamezno aktivnost mobilnosti. [Za mobilnosti poučevanja: Pri tem morajo udeleženci najmanj 8 ur na teden nameniti poučevanju. Za obdobja mobilnosti, ki presegajo en teden, je minimalno število ur poučevanja za nepopolni teden sorazmerno trajanju tega tedna. [Udeleženec bo poučeval […] ur v […] dneh].

{0>2.5 The participant may submit any request concerning the extension of the mobility period within the limit set out in article 2.4. If the institution agrees to extend the duration of the originally planned mobility period, the agreement shall be amended accordingly.<}0{>2.5 Udeleženec lahko pošlje prošnjo za podaljšanje obdobja mobilnosti v roku, ki je določen v členu 2.4. Če se institucija strinja s podaljšanjem prvotno načrtovanega obdobja mobilnost, se sporazum ustrezno spremeni.<0}

{0>2.6 The Certificate of Attendance shall provide the effective start and end dates of the mobility period. <}0{>2.6 Potrdilo o udeležbi bo vsebovalo dejanski datum začetka in konca obdobja mobilnosti. <0}

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

{0>3.1. [NA/institution shall select Option 1, Option 2 or Option 3]<}0{>3.1. Institucija izbere Možnost 1, Možnost 2 ali Možnost 3]<0}

{0>[Option 1: The participant shall receive EUR […]. corresponding to individual support and […] EUR corresponding to travel. The amount of individual support is EUR […] per day up to the 14th day of activity and EUR […] per day from the 15th day,<}0{>[Možnost 1: Udeleženec prejme […] EUR za individualno podporo in […] EUR za pot. Individualna podpora znaša […] EUR na dan do 14. dne aktivnosti in […] EUR na dan od 15. dne.<0}

{0>The final amount for the mobility period shall be determined by multiplying the number of days of the mobility specified in article 2.3 with the individual support rate applicable per day for the receiving country and adding the contribution for travel to the amount obtained.] [for zero-grant participants, the contribution for travel should be 0] <}0{>Končni znesek za obdobje mobilnosti se določi tako, da število dni, določeno v členu 2.3. pomnožimo s stopnjo individualne podpore za posamezen dan v zadevni državi in dobljenemu znesku dodamo še prispevek za pot.] [za udeležence z ničelnimi nepovratnimi sredstvi (zero grant) mora biti prispevek za pot enak 0.] <0}

{0>[Institution to select if applicable and complete with specific rules if needed: The financial support other than Erasmus+ EU funds for the mobility period is EUR […].]<}0{>[Institucija izbere, če je ustrezno, in po potrebi dopolni z natančnimi pravili: Druga finančna podpora za obdobje mobilnosti poleg evropskih sredstev Erasmus+ znaša […] EUR.] <0}

{0>[Option 2: The institution shall provide the participant with travel and individual support in the form of direct provision of the required travel and individual support services. In such case, the beneficiary shall ensure that the provision of services will meet the necessary quality and safety standards.<}0{>[Možnost 2: [Institucija bo udeležencu nudila podporo za pot in individualno podporo v obliki neposrednega zagotavljanja potrebnih potovalnih in individualnih podpornih storitev. V tem primeru bo upravičenec zagotovil, da bodo nudene storitve ustrezale zahtevanim standardom kakovosti in varnosti.<0}

{0>[Option 3: The participant shall receive from the institution a financial support of [….] EUR for [travel/ individual support] and support in the form of direct provision of the required [travel/ individual support] services. In such case, the institution shall ensure that the provision of services will meet the necessary quality and safety standards. <}0{> [Možnost 3 Udeleženec bo od institucije prejel finančno podporo v višini [….] EUR za [pot/ individualno podporo] in podporo v obliki neposrednega nudenja podpornih storitev za [pot/individualno podporo]. V tem primeru bo institucija zagotovila, da bodo nudene storitve ustrezale zahtevanim standardom kakovosti in varnosti. <0}

{0>3.2 The reimbursement of costs incurred in connection with special needs, when applicable, shall be based on the supporting documents provided by the participant. <}0{>3.2 Kadar je ustrezno, se višina povračila stroškov nastalih v zvezi s posebnimi potrebami določi na podlagi dokazil, ki jih predloži udeleženec. <0}

{0>3.3 The financial support may not be used to cover costs already funded by EU funds. <}0{>3.3 Finančna podpora se ne sme porabiti za pokrivanje stroškov, ki se že financirajo iz evropskih sredstev. <0}

{0>3.4 Notwithstanding Article 3.3, the financial support is compatible with any other source of funding.<}0{>3.4 Ne glede na člen 3.3. je finančna podpora združljiva s katerimi koli drugim virom financiranja.<0}

{0>3.5 The financial support or part of it shall be recovered if the participant does not carry out the mobility activity in compliance with the terms of the agreement [NA to complete with specific recovery rules if needed]. 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. Such cases shall be reported by the institution and accepted by the National Agency. <}0{>3.5 Finančno podporo ali njen del mora udeleženec vrniti, če ne izvede aktivnosti mobilnosti v skladu s pogoji tega sporazuma. Kljub temu pa se povračilo stroškov ne zahteva, kadar udeležencu izvajanje aktivnosti mobilnosti, kot je opisana v Prilogi I, prepreči višja sila. O takih primerih mora 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 [Only if Option 1 or Option 3 in Article 3.1 have been selected: Within 30 calendar days following the signature of the agreement by both parties, and no later than the start date of the mobility period, a pre-financing payment shall be made to the participant representing [between 70% and 100%] of the financial support from Erasmus+ EU funds specified in Article 3.<}0{>4.1 Udeleženec prejme individualno podporo in podporo za kritje stroškov poti pravočasno. [Samo če sta izbrani možnosti 1 ali 3 v členu 3.1., institucija dopolni z natančnimi določbami glede predplačil(-a), vključno z roki in zneski].

{0>4.2 [Only if Option 1 or Option 3 in Article 3.1 have been selected: If payment under Article 4.1 is lower than 100% of the financial support, the submission of the online EU Survey shall be considered as the participant's request for payment of the balance of the financial support from Erasmus+ EU funds. 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 [Samo če sta v členu 3.1 izbrani možnost 1 ali 3 in predplačilo/a ne pokriva/jo celotnega zneska nepovratnih sredstev: Oddaja spletne evropske ankete se šteje kot zahteva udeleženca za izplačilo preostalega zneska finančne podpore. Institucija ima 45 koledarskih dni, od oddaje spletne evropske ankete, čas za izplačilo razlike oziroma izdajo naloga za vračilo v primeru, da mora udeleženec vrniti del sredstev.<0}

4.3 {0>[If the participant receives a financial support other than Erasmus+ EU funds: institution to complete with the applicable payment arrangements<}0{>[Če udeleženec poleg evropskih sredstev Erasmus+ prejema tudi drugo finančno podporo: institucija dopolni ustrezno ureditev plačil] <0}

{0>4.3 The participant must provide proof of the actual dates of start and end of the mobility period, based on a certificate of attendance provided by the receiving organisation.<}0{><0}

{0>ARTICLE 5 – EU SURVEY<}0{>5. ČLEN – EVROPSKA ANKETA<0}

{0>5.1. The participant shall complete and submit the online EU Survey after the mobility abroad within 30 calendar days upon receipt of the invitation to complete it. <}0{>5.1. Udeleženec mora po koncu mobilnosti v tujini in v roku 30 dneh po prejemu poziva za izpolnitev, izpolniti in oddati spletno evropsko anketo. <0}

{0>5.2 Participants who fail to complete and submit the online EU Survey may be required to partially or fully reimburse the financial support received.<}0{>5.2 Od udeležencev, ki ne izpolnijo in oddajo spletne evropske ankete, se lahko zahteva delno ali celotno vračilo prejete finančne podpore.<0}

{0>ARTICLE 6 – INSURANCE<}0{>6. ČLEN - ZAVAROVANJE<0}

{0>6.1 The participant shall have adequate insurance coverage. [The NA/institution shall add a clause to this agreement in order to ensure that participants 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 (institution or participant) 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{>6.1 Udeleženec bo imel sklenjeno ustrezno zavarovanje (zavarovalno kritje). [Institucija doda temu sporazumu člen, s katerim zagotovi, da so udeleženci jasno obveščeni o vseh vprašanjih v zvezi z zavarovanji. Vedno mora biti jasno označeno, kaj je obvezno in kaj priporočljivo. Pri obveznih zavarovanjih mora biti navedeno, kdo je odgovoren za sklenitev zavarovanja (institucija ali udeleženec). 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>6.2 Acknowledgement that health insurance coverage has been organised shall be included in this agreement. <}0{>6.2 Potrditev, da je organizirano zdravstveno zavarovanje, bo vključena v ta sporazum. <0}

{0>[Insurance coverage is mandatory. Basic coverage might be provided by the national health insurance of the participant. However, the coverage 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 participant to ensure that the participant is aware of health insurance issues.]<}0{>[Zavarovalno kritje je obvezno. Osnovno kritje lahko zagotavlja nacionalno zdravstveno zavarovanje udeleženca. Vseeno pa to kritje vedno ne zadostuje; tj. zlasti v primeru potrebne vrnitve v domovino ali posebnih medicinskih posegov. V teh primerih je koristno skleniti dopolnilno zasebno zavarovanje. Pošiljajoča institucija udeleženca je dolžna zagotoviti, da je udeleženec seznanjen z vprašanji v zvezi z zdravstvenim zavarovanjem.]<0}

{0>ARTICLE 7 – LAW APPLICABLE AND COMPETENT COURT<}0{>7. ČLEN - VELJAVNA ZAKONODAJA IN PRISTOJNO SODIŠČE<0}

{0>7.1 The Agreement is governed by [insert the national law of the NA].<}0{>7.1 Za ta sporazum velja zakonodaja Republike Slovenije.<0}

{0>7.2 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{>7.2 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<}0{>Za udeleženca Za institucijo<0}

{0>[name(s) / forename(s)] [name(s)/ forename(s) / function]<}0{>[priimki / imena] [priimki / imena / 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 – HIGHER EDUCATION]<}0{>[Ključni ukrep 1 – VISOKOŠOLSKO IZOBRAŽEVANJE]<0}

{0>**Staff Mobility Agreement**<}0{>**Sporazum za mobilnost osebja**<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 institution. <}0{>Če udeleženec odpove sporazum, preden se sporazum izteče, oziroma če ne izpolnjuje sporazuma v skladu s pravili, mora vrniti znesek nepovratnih sredstev, ki je že bil izplačan, razen če se dogovori drugače z institucijo. <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 institution.<}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 nepovratnih sredstev, ki ustreza dejanskemu trajanju obdobja mobilnosti, kot je določeno v členu 2.2. Vsa preostala sredstva je treba vrniti razen če je drugače dogovorjeno z institucijo.<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}