{0>**Grant agreement model for Erasmus+ student mobility between PROGRAMME and PARTNER COUNTRIES**<}0{> **Sporazum o nepovratnih sredstvih za študij in/ali prakso 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 the 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 prilagajo, 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>[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>Mr/Ms [Student name and forename]<}0{>Gospod/Gospa/Gospodična [priimek in ime študenta]<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: [moški/ženski/nedoločen] Študijsko leto: 20../20..<0}

{0>Study cycle: [First cycle/Second cycle/Third cycle/Short cycle/One-cycle study programme] <}0{>Stopnja študija: [Prvostopenjski/Drugostopenjski/Tretjestopenjski/Višješolski/ enovit študijski program] <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 higher education study years: <}0{>Število zaključenih let visokošolskega študija: <0}

{0>Student with: financial support from Erasmus+ EU funds   
 a zero-grant  <}0{>Študent s/z: finančno podporo iz evropskih sredstev Erasmus+   
 ničelnimi nepovratnimi sredstvi  <0}

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

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

{0>[Institution to complete the following box for all participants receiving financial support from Erasmus+ EU funds, except those receiving only a zero-grant].<}0{>[Institucija mora izpolniti spodnji okvirček 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 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 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 Learning Agreement for Erasmus+ mobility for studies<}0{>Priloga I Učni sporazum za mobilnost za študij Erasmus+

Učni sporazum za Erasmus+ mobilnost za prakso <0}

Učni sporazum za Erasmus+ mobilnost za študij in prakso <0}

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

{0>Annex III Erasmus+ Student Charter<}0{>Priloga III Študentska listina Erasmus+<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 studies under the Erasmus+ Programme. <}0{>1.1 Institucija bo udeležencu zagotovila podporo za sodelovanje v aktivnosti mobilnosti za [študij/prakso/študij in prakso] 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 studies as described in Annex I. <}0{>1.2 Udeleženec sprejema podporo za kritje potnih stroškov in individualno podporo, določeno v 3. členu in se zavezuje, da bo aktivnost mobilnosti za študij izvedel tako, kot je opisano v Prilogi I. <0}

{0>1.3. Amendments to the agreement, including to the start and end dates, shall be requested and agreed by both parties through a formal notification by letter or by electronic message.<}0{>1.3. Spremembe tega sporazuma, vključno z datumom začetka in konca aktivnosti morata zahtevati in se o njih dogovoriti obe 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 minimum duration of the mobility period is 3 months or 1 academic term or trimester. The total duration of the mobility period shall not exceed 12 months, including any zero-grant period, which shall only be used exceptionally. <}0{>2.2. Najkrajše obdobje mobilnosti je [za študij: 3 mesece ali 1 študijsko obdobje ali trimester] [za prakso: 2 meseca]. [Za kombinirane mobilnosti: Mobilnosti, ki združujejo študij in prakso, vključujejo študijski program skupaj z dejavnostmi usposabljanja, ki so lahko zaporedne ali potekajo v istem obdobju. Najkrajše trajanje kombinirane mobilnosti je 3 mesece ali 1 akademski semester ali trimester in institucija se bo odločila za ustrezno kombinacijo dejavnosti študija in usposabljanja. Skupno trajanje obdobja mobilnosti ne sme presegati 12 mesecev, vključno s kakršnim koli obdobjem ničelnih nepovratnih sredstev (zero grant), ki se uporabijo zgolj izjemoma.

{0>2.3 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 organisation. [Institution to select for participants attending a language course provided by another organisation than the receiving institution 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 [datum] in zaključi [datum]. Datum začetka obdobja mobilnosti je prvi dan, ko mora biti udeleženec prisoten pri sprejemni organizaciji. [Institucija 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 mobilnosti je prvi dan obiska jezikovnih tečajev izven sprejemne organizacije.] Datum konca obdobja v tujini je zadnji dan, ko mora biti udeleženec prisoten pri sprejemni organizaciji. <0}

{0>2.4 The participant shall receive financial support from Erasmus+ EU funds for […] months and […] days. [The number of months and extra days shall be equal to the duration of the mobility period; for zero-grant participants, the number of months and days should be 0] <}0{>2.4 Udeleženec bo prejel finančno podporo iz evropskih sredstev Erasmus+ za […] mesecev in […] dni. [število mesecev in dodatnih dni je enako trajanju obdobja mobilnosti; Če udeleženec prejme ničelna nepovratna sredstva (zero grant) za celotno obdobje, mora biti število mesec in dodatnih dni 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>2.5 Demands to the institution to extend the period of stay should be introduced at least one month before the end of the originally planned 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 zaključkom prvotno načrtovanega obdobja mobilnosti. <0}

{0>2.6 The Transcript of Records (or statement attached to this document) shall provide the confirmed start and end dates of the mobility period. <}0{>2.6 [Institucija izbere glede na vrsto aktivnosti: Izpis ocen/Potrdilo o praksi/Izpis ocen in potrdilo o praksi (ali izjava, ki je priložena tem dokumentom)] mora vsebovati potrjeni 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 from Erasmus+ EU funds for the mobility period is EUR […], corresponding to EUR […] per month and EUR […] per extra days. The final amount of Erasmus+ EU funds for the mobility period shall be determined by multiplying the number of months of the mobility covered by Erasmus+ EU funds specified in article 2.4 with the rate applicable per month for the receiving country concerned. In the case of incomplete months, the financial support from Erasmus+ EU funds is calculated by multiplying the number of days in the incomplete month with 1/30 of the unit cost per month.<}0{>3.1 Individualna podpora iz evropskih sredstev Erasmus+ za obdobje mobilnosti znaša[…] EUR, kar je […] EUR na mesec in […] EUR za dodatne dni. Končni znesek evropskih sredstev Erasmus+ za obdobje mobilnosti se določi tako, da število mesecev mobilnosti, ki se krije iz evropskih sredstev Erasmus+, kot je določeno v členu 2.4, pomnožimo s stopnjo, ki velja za mesec v zadevni sprejemni državi. V primeru nepopolnih mesecev se finančna podpora iz evropskih sredstev Erasmus+ izračuna tako, da število dni v nepopolnem mesecu pomnožimo z 1/30 zneska za mesec.<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>3.2 NA/institution shall select Option 1 or Option 2]<}0{>3.2 Institucija izbere Možnost 1 ali Možnost 2]<0}

{0> [Option 1: [In addition, the participant shall receive […] EUR as a contribution for travel.] [For zero-grant participants, the contribution for travel should be 0]<}0{> [Možnost 1: [Poleg tega udeleženec prejme še prispevek v višini […] EUR za pot.] [V primeru udeležencev z ničelnimi nepovratnimi sredstvi (zero grant) mora biti prispevek za pot enak 0]<0}

{0>[Option 2: [In addition, the institution shall provide the participant with travel support in the form of direct provision of the required travel support services. In such case, the institution shall ensure that the provision of services will meet the necessary quality and safety standards.]<}0{>[Možnost 2: [Poleg tega bo institucija udeležencu nudila podporo za pot v obliki neposrednega zagotavljanja potrebnih potovalnih podpornih storitev. V tem primeru bo institucija zagotovila, da bodo 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 EU 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 his/her studies as long as he/she carries out the activities foreseen in Annex I. <}0{>3.5 Ne glede na člen 3.4 so nepovratna sredstva 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 carry out the mobility activity in compliance 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 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 2.3. Any remaining funds shall have to be refunded, except if agreed differently with the institution. Such cases shall be reported by the institution and accepted by the National Agency. <}0{>3.6 Finančno podporo ali njen del mora udeleženec vrniti, če ne izvede aktivnosti mobilnosti v skladu s pogoji tega sporazuma. Če udeleženec prekine sporazum pred njegovim iztekom, mora vrniti znesek nepovratnih sredstev, ki je že bil izplačan, razen če se dogovori drugače z institucijo. Kljub temu pa je udeleženec, kadar mu zaključek aktivnosti mobilnosti, kot so opisane v Prilogi I, prepreči višja sila, še vedno upravičen do najmanj zneska nepovratnih sredstev, ki ustreza dejanskemu trajanju obdobja mobilnosti. Vsa preostala sredstva mora udeleženec vrniti, razen če se dogovori drugače z institucijo. 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 A pre-financing payment shall be made to the participant no later than (whichever comes first): <}0{>4.1 Udeleženec prejme individualno podporo in podporo za kritje stroškov poti pravočasno. [Institucija dopolni z ustreznimi določbami glede predplačil(-a), vključno z roki in zneski] <0}

{0>4.2 [If pre-financing payment was made to the participant in full (100%), institution to delete Article 4.2. If pre-financing covers 50% or 70% of the total amount due, institution to select applicable option below and delete the other.]<}0{>4.2 [V primeru, da predplačilo/a ne pokriva/jo celotnega zneska nepovratnih sredstev: Oddaja spletne evropske ankete se šteje za zahtevo udeleženca za izplačilo preostalega zneska. Institucija plača preostali znesek v roku 20 koledarskih dni po oddaji spletne evropske ankete ali izda nalog za vračilo v primeru vračila sredstev]. <0}

{0> [If the first instalment of pre-financing covers 50% of the total: A second instalment covering 30% of the total amount due shall be paid to the participant by [date]. The submission of the online EU survey shall be considered as the participant's request for payment of the outstanding balance. The institution shall pay the remaining 20% within 15 calendar days of the submission of the online EU survey, or issue a recovery order in case a reimbursement is due.<}0{> <0}

{0>4.3 [If the participant receives a financial support other than Erasmus+ EU funds: institution to complete with the applicable payment arrangements] <}0{>4.3 [Če udeleženec poleg evropskih sredstev Erasmus+ prejema tudi drugo finančno podporo: institucija dopolni ustrezno ureditev plačil] <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 (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{>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 mora biti navedeno, kdo je odgovoren za sklenitev zavarovanja (za študij: institucija ali udeleženec; za prakso: organizacija gostiteljica, 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. <}0{>5.2 [Za študij in prakso:] 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 student 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 študenta je dolžna zagotoviti, da je udeleženec seznanjen z vprašanji v zvezi z zdravstvenim zavarovanjem.]

5.3 [neobvezno za študij, obvezno za prakso] 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). Pošiljajoča institucija mora preveriti, da odškodninsko zavarovanje nujno krije najmanj škodo, ki jo udeleženec prakse povzroči na delovnem mestu. Priloga 1 jasno opisuje, če to krije organizacija gostiteljica. Če to ni obvezno v skladu z nacionalno ureditvijo države gostiteljice, tega organizaciji gostiteljici tudi ni mogoče naložiti*.]<0}

{0>5.4 [Optional for studies, mandatory for traineeships] 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 [neobvezno za študij, obvezno za prakso] 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. Pošiljajoča institucija mora preveriti, ali je bilo poskrbljeno za zavarovanje v primeru nezgod pri delu. Priloga 1 jasno opisuje, če to krije organizacija gostiteljica. Če organizacija gostiteljica ne nudi takega kritja (kar ji tudi ni mogoče naložiti, če to ni obvezno v skladu z nacionalno ureditvijo države gostiteljice), 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 – EU SURVEY<}0{>6. ČLEN – EVROPSKA ANKETA<0}

{0>6.1. The participant shall receive an invitation to complete the online EU Survey 30 days before the end of the mobility period. The participant shall complete and submit the survey within 15 days upon receipt of the invitation. Participants who fail to complete and submit the online EU Survey may be required to partially or fully reimburse the financial support received.<}0{>6.1. Udeleženec bo prejel poziv za izpolnjevanje spletne evropske ankete 30 dni pred koncem obdobja mobilnosti. Udeleženec mora spletno anketo izpolniti in oddati v 10 dneh po prejemu poziva. Od udeležencev, ki ne izpolnijo in oddajo spletne evropske ankete, se lahko zahteva delno ali celotno vračilo prejete finančne podpore.<0}

{0>6.2 A complementary online survey may be sent to the participant, after the end of the mobility, allowing for full reporting on recognition issues.<}0{>6.2 Po koncu mobilnosti se lahko udeležencem pošlje tudi dopolnilno spletno anketo za celovito poročanje o vprašanjih v zvezi s priznavanjem.<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 / 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 – HIGHER EDUCATION]<}0{>[Ključni ukrep 1 – VISOKOŠOLSKO IZOBRAŽEVANJE]<0}

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

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

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

{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 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 nepovratnih sredstev, 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. 2018/1725 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 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}