

**Cooperation agreement on the insurance of participants in the  
GLODEP Erasmus Mundus Joint Master Degree (EMJMD)**

**wherein**

**Palacky University Olomouc  
Křižkovského 511/8  
771 47 Olomouc  
Czech Republic**

The Public Higher Education Institution - Czech Act No. 111/1998 (Amended and Consolidated)  
on Higher Education Institutions and on Amendments and Supplements to some other Acts  
(the Higher Education Act), Identification number: 61989592 Acting: prof. Mgr. Jaroslav Miller,  
M.A., Ph.O., Rector

- hereinafter referred to as "Palacky University Olomouc" -

and

**DR-WALTER Versicherungsmakler GmbH  
Insurance Brokers  
Eisenerzstraße 34  
53819 Neunkirchen – Seelscheid  
Germany**

- hereinafter referred to as "DR-WALTER" -

conclude the following agreement:

**§ 1  
Preface**

Palacky University Olomouc and DR-WALTER hereby agree to cooperate on the insurance of participants EMJMD and GLODEP Erasmus Mundus Joint Master Degree

**§ 2  
Participating insurance companies**

Travel health insurance, assistance insurance, travel accident insurance, travel liability insurance and travel baggage insurance are provided by:

Travel health insurance is provided by:

AWP Health & Life S.A.  
Public Limited Company governed by the French Insurance Code  
registered with the trade and companies register of Bobigny under number 401 154 679  
N° TVA: FR 84 401 154 679  
and whose registered office is located at:  
Eurosquare 2, 7 rue Dora Maar, 93400 Saint Ouen, France

Travel accident insurance, travel liability insurance and travel baggage insurance are provided by:

Dialog Versicherung AG, Adenauerring 7, 81731 München, Germany.  
Registered Office: München, Register Court: Amtsgericht München HRB 177658

Assistance insurance is provided by:

Europe Assistance Versicherungs-AG, Adenauerring 9, 81737 München,  
Germany. Registration Office München, HRB 61 405

**§ 3**  
**Basis of cooperation**

The cooperation is based on a framework agreement between DR-WALTER and the insurance companies listed under § 2 made via the association Living Abroad Community e. V. (LAC). Palacky University Olomouc is responsible for the registration of the participants in the program as named in § 1. Coverage: Package of Overseas Health Insurance, Assistance Services, Personal Liability Insurance and Accident Insurance. The policy is based on the details set forth in Annex 1 of this agreement. The insured persons are directly entitled to receive insurance benefits. The insurance combination meets the minimum requirements as set forth by the EU Commission (Annex 2 of the agreement).

The parties hereto acknowledge the fact that this agreement is subject to obligatory publication under the Czech Act No. 340/2015 Coll. On Special Conditions of Effect of certain Contracts, Publication of these Contracts and on the Register of Contract (Act on the Register of Contracts). The parties take note that this contract enters into effect at the moment of its publication in the register of contracts. Palacky University Olomouc, who shall ensure publication of the contract in the register of contracts, shall inform the Dr. Walter of its publication forthwith thereafter using the e-mail of Dr. Walter stated in the header hereof. The contractual parties undertake to refrain from provision of whatever performance hereunder prior to its effective date.

**§ 4**  
**Registering for the insurance services**

All participants are registered for the complete program duration. Palacky University Olomouc provides the following information for all registered participants: First name; last name; date of birth; home country; first travel destination; start date and end date of insurance as well as the individual email address. For registration purposes, DR-WALTER grants Palacky University Olomouc access to the online services "My Travel Assistant" to update and change individual contract information. Insurance confirmations are generated upon registration of the insured participants.

**§ 5**  
**Information for insured persons**

DR-WALTER will provide the insured persons with insurance documentation and insurance confirmations as provided at "My Travel Assistant". DR-WALTER provides Palacky University Olomouc with insurance information in English language.

**§ 6**  
**Promotion**

In its own general and specific promotional material, Palacky University Olomouc is entitled to refer to the insurance products to which this contract refers and to the cooperation with DR-WALTER or the insurer. If Palacky University Olomouc exercises this right, the promotional material needs to be approved by DR-WALTER prior to its publication.

**§ 7**  
**Billing and payment of rates**

Invoicing is based on enrolment. DR-WALTER collects the premiums from Palacky University Olomouc on an annual basis upon enrolment of the individual insurances. Palacky University Olomouc may cancel enrolments and change dates at no additional cost.

The Online Tool provides the option to add different cost centers in case different projects and consortia need to be visible on the invoices. Palacky University Olomouc is responsible for the payment of premiums based on the invoices issued.

**§ 8**  
**Written form**

Any changes to this agreement need to be made in written form.

**§ 9**  
**Start, duration and end of agreement**

The present agreement starts on its effective date and is valid until 31.12.2021

(The contract shall automatically be renewed for one year if not terminated by one of the contract partners with a three months' notice counting from the start of a month.)

**§ 10**  
**Conclusion of an agreement / supervision**

DR-WALTER shall supervise and take care of the individual insurance contracts. This includes counseling with regard to insurance coverage within the framework of this agreement, provision of information, receipt and forwarding of declarations of intent by the policyholders and – if necessary – the forwarding of notices of loss.

**§ 11**  
**Claims processing**

Claims processing is carried out by or via the claims department of DR-WALTER GmbH. In addition DR-WALTER acts as contract partner and broker for both travelers and Palacky University Olomouc.

**§ 12**  
**End of agreement and extraordinary termination**

The present agreement expires automatically and immediately on or after the occurrence of one of the following events:

- cessation of business activities of one of the contract partners,
- dissolution or liquidation of one of the contract partners.

Each contract partner is entitled to terminate the present agreement for considerable breach of contract with immediate effect, stating in writing the reason(s), in particular in case of

- intentional or grossly negligent behavior by the other partner with material effect on the reputation of the terminating party;
- serious breach or non-compliance of contractual obligations;
- insolvency of the other contract partner or application for insolvency proceedings.

The contract partner is entitled to terminate the present agreement due to adjustment of premium.

**§ 13**  
**Termination of individual insurance contracts**

The termination of the present agreement does not affect existing insurance contracts; such contracts will only end on the date stipulated. The contract partners will treat any insurance contracts after the termination of this agreement as if the agreement was still in effect.

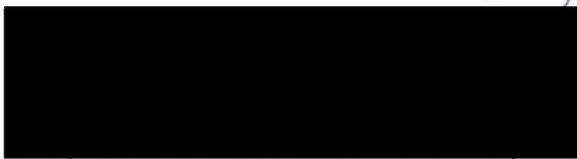
**§ 14**  
**Applicable Law and Jurisdiction**

Unless otherwise stipulated, the contract is governed by German law. Both German law and place of jurisdiction apply for all contractual arrangements affecting this policy in general, the LAC membership and contract management by DR-WALTER. German law and place of jurisdiction apply for the insurance cover provided within accident, liability and assistance insurance.

Whereas in the event of a dispute, French law and place of jurisdiction apply for the insurance cover provided within the international health insurance policy of AWP Health & Life S.A.

**§ 15**  
**Final clause**

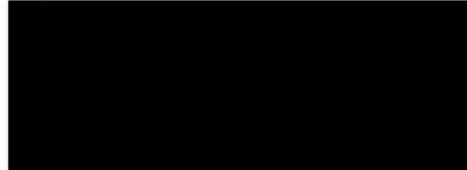
If any of the provisions contained in this agreement are determined to be or to later become fully or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions contained herein. The parties are requested to substitute such an invalid or unenforceable provision with a suitable provision that is commercially the closest to that which the parties would have wanted, had they been aware of the unenforceable nature of the original provision.



prof. Mgr. Jaroslav Miller, M.A., Ph.D.

09. 12. 2020

Date, Olomouc



DR-WALTER

German

11.12.2020  
Date, Neunkirchen-Seelscheid

**ANNEX 1**

The agreement between Palacky University Olomouc and DR-WALTER is based on the following terms and conditions:

PROTRIP-WORLD PLUS is a combination of legally independent insurance contracts, which enables Members of the LAC Living Abroad Community e. V. (LAC) as well as members of associated partners and organisations to insure themselves for their time abroad. The health insurance is based on the Insurance Conditions PROTRIP-WORLD PLUS Health Insurance of Allianz Worldwide Care SA (AVB-14PW). The assistance insurance is based on the General Conditions of Insurance for Assistance (PROTRIP Zusatzassistance 2014) of Europe Assistance Versicherung-AG. The liability insurance is based on the General Liability Conditions (AHB 2008) and the Special Liability Conditions PROTRIPWORLD 2014 of Dialog Versicherung AG. The accident insurance is based on the General Accident Conditions (AUB 2008) including the Special Accident Conditions of the Dialog Insurance AG (AUB 2008) as well as the extensions of the AUB 88 Version 2008 of the Dialog Versicherung AG and the Special Accident Conditions PROTRIP-WORLD PLUS 2014 of Dialog Versicherung AG. The Baggage Insurance is based on the General Baggage Insurance Conditions AVB Reisegepäck 2008 of Generali Versicherung AG (hereinafter: AVB Reisegepäck 2008);

Individual Insurance Confirmations, Certificates of Insurance and General Insurance Conditions are provided in PDF format and serve as originals.

For the PROTRIP-WORLD-PLUS insurance combination consisting of Overseas Health Insurance, Assistance Services, Personal Liability Insurance, Accident Insurance and Baggage Insurance the following premium applies:

**Group policy no.: PWP-200062**

**Premium per day and per person: 1,06 € including insurance tax**

Premium Split per Person and Day: Foreign Travel Health Insurance 0,83 €, Accident and Liability Insurance 0,10 € (0,084 € price plus Insurance tax of 19%), Assistance Insurance 0,05 € (0,042 € price plus Insurance tax of 19%), Baggage insurance 0,07€ (0,059 € price plus Insurance tax of 19%) and the membership fee for LAC e.V. 0,01 €

The basis of premium calculation is subject to change due to increasing medical expenses. Thus the insurer is entitled to adapt the premium based on a calculable and continuous change in claims expenditure.

A premium adjustment is not possible earlier than 01.01.2022 and will be announced in a timely manner. Premium adjustment will be effective at the beginning of the 2<sup>nd</sup> month, following the notification.

Clarification: An adjusted premium would not be valid for existing enrolments effected in 2021 but only for new insurance registrations starting from 2022.

**ANNEX 2 attached :****MINIMUM REQUIREMENTS FOR THE HEALTH AND ACCIDENT INSURANCE COVERAGE OF EMJMD STUDENTS**

**ANNEX IX**

**MINIMUM REQUIREMENTS FOR THE HEALTH AND ACCIDENT INSURANCE COVERAGE  
OF EMJMD STUDENTS**

The purpose of this annex is to set the minimum requirements in terms of the insurance coverage for eligible student candidates who have received a European Union grant to study in an Erasmus Mundus Joint Master Degree (EMJMD) course.

In the context of this document, candidates to receive the insurance coverage by the consortium/partnership are the **EMJMD student scholarship holders**<sup>1</sup>.

Cover must take effect by the time the EMJMD scholarship holder starts its journey to participate in the master course (maximum two months prior to the start of the specific EMJMD intake to which the grantee is enrolled) and must be valid until two months after the end<sup>2</sup> of the same intake, unless there is a prior end to the EMJMD grantee status<sup>3</sup>.

Each EMJMD consortium shall be responsible for the respect of any local legislation as far as insurance is concerned.

### **Results to be obtained:**

- ▶ The insurer must provide high-quality insurance services to cover EMJMD student scholarship holders in relation to risks such as illness, accident, death, permanent disability, third-party liability etc.
- ▶ The consortium/partnership's chosen insurer must automatically provide the cover to all EMJMD student scholarship holders for all mobility study periods in both Erasmus+ Programme and Partner countries.
- ▶ The cover must include all worldwide travel required for the participation in the EMJMD.

### **The insurance contract must cover all the risks set out in points A to E below:**

#### ***A. Sickness/pregnancy and childbirth/accident***

This must cover out-patient and hospital and any medical expenses as a result of sickness, pregnancy, childbirth or accidents arising during the period of cover. It must make provision for direct payment of all hospitalisation costs.

100% cover must be provided in respect of:

- Doctors' fees
- Medicines, examinations and analyses prescribed by a physician
- Urgent dental care following an accident<sup>4</sup>
- All hospital expenses and surgical fees (including advances on hospital expenses)
- Repatriation in the event of serious illness or accident

Pregnancies at stage less than 6 months, at the moment of departure from the home country to participate in the action, shall not be excluded from cover. Non-permanent and non-chronic mental disorders will not be accepted as exclusions.

<sup>1</sup> Consortia should ensure that any family member(s) of the EMJMD student scholarship holder has the opportunity to sign the same insurance coverage at their own expense regardless of the age of the family member.

<sup>2</sup> "The end" is understood as the last official activity in the context of the intake; this is usually the graduation ceremony.

<sup>3</sup> Change in status is considered to be taking up an activity other than that for which the grant has been awarded.

<sup>4</sup> For urgent dental care without accident the amount covered must be up to a minimum of 250 EUR per year.

### ***B. Death***

Cover must be provided whether or not it is attributable to the EMJMD activity.

Cover in the event of death must include, in all cases, even suicide:

- Transport of the mortal remains to the place chosen by the deceased's family
- Funeral and laying-out costs
- The cost of the coffin

### ***C. Permanent invalidity***

Eligible candidates must have cover against partial or full disability of a permanent nature resulting from an accident. The cover must not be restricted to a disability directly attributable to the performance of the EMJMD activity.

### ***D. Third-party liability***

By virtue of the legislation or case-law of the host country, scholarship holders must have cover against financial consequences of third party liability occasioned by physical or material damage to third parties.

### ***E. Theft and loss of documents***

Eligible candidates must be insured against the risk of theft and loss of the following items:

- Identification documents (e.g. identity card, passport, etc.)
- Travel tickets
- Luggage

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