

AGREEMENT – ERASMUS+ - MOBILITY OF INDIVIDUALS

Study and/or traineeship student mobility
ERASMUS+ nr [index number]/ 000124505/SMS/SMT

Project code: 2023-1-PL01-KA171-HED-000124505

Field: Higher Education
Academic year: 2023/2024
Erasmus+ mobility ID number:

PREAMBLE

This Agreement is between the following parties:
on the one part,

Nicolaus Copernicus University in Toruń, PL TORUN01

Address: Gagarina 11, 87-100 Toruń

E-mail: kontakt@umk.pl

called “the Institution”, represented for the purposes of signature of this agreement by Professor Przemysław Nehring, Vice Rector for Education

and
on the other part,
the ‘participant’

Mr/Mrs [name and surname]

Date of birth:

Address:

Phone:

Email:

Bank account where the financial support should be paid:

Bank account holder:

Bank name:

Clearing/BIC/SWIFT number:

Account/IBAN number:

Financial support shall be paid only via transfer:

- in EUR onto a bank account in Poland, kept in PLN or EUR in a bank providing SEPA transfer services (specified by the Participant in the bank data form), and the University shall only cover the cost of transfer charged by the bank providing banking services to the University, and shall not cover the costs of third party banks;
or
- in EUR onto a foreign bank account, the holder or co-holder of which is the Participant, in a bank providing SEPA transfer services (specified by the Participant in the bank data form), and the University shall only cover the cost of transfer charged by the bank providing banking services to the University, and shall not cover the costs of third party banks.

The parties referred to above have agreed to enter into this Agreement.

The Agreement is composed of:

Terms and Conditions

Annex 1: Erasmus+ learning agreement for student mobility for studies/traineeships

Annex 2: Erasmus Student Charter

The terms set out in the Terms and Conditions will take precedence over those set out in the annex.

Total amount includes:

- Base amount for individual support for long-term physical mobility
- Top-up amount for students with fewer opportunities on long-term mobility

- Travel support (standard travel or green travel amount)
- Travel days (additional individual support days)
- Inclusion support (based on real costs)

The participant receives:

- a financial support from Erasmus+ EU funds
- a zero-grant

TERMS AND CONDITIONS

ARTICLE 1 – SUBJECT OF THE AGREEMENT

- 1.1 This agreement sets out the rights and obligations and terms and conditions applicable to the financial support awarded to carry out a mobility activity under the Erasmus+ Programme.
- 1.2 The organisation will provide support to the participant for undertaking a mobility activity within Erasmus+ Programme at the Nicolaus Copernicus University in Toruń.
- 1.3 The participant accepts the support or the provision of services as specified in Article 3 and undertakes to carry out the mobility activity as described in the Annex 1.
- 1.4 Amendments to this grant agreement will be requested and agreed by both parties through a formal notification by letter or by electronic message.

ARTICLE 2 – ENTRY INTO FORCE AND DURATION OF MOBILITY

- 2.1 The grant agreement will enter into force on the date when the last of the two parties signs this grant agreement.
- 2.2 The mobility period will start on [date] and end on [date].
- 2.3 The period covered by the grant agreement includes:
 - a physical mobility period from [date] to [date], equal to [number of mobility days] days
 - [...] funded travel days *(if applicable)*
 - a virtual component from [date] to [date] *(if applicable)*

The start date of the physical mobility period shall be the first day that the participant needs to be physically present at the receiving organisation and the end date shall be the last day the participant needs to be physically present at the receiving organisation.

The Participant shall receive financial support for the duration of mobility activity within the mobility period (specified in the Learning Agreement).

Minimum duration of the long-term physical mobility period is 60 days in accordance with the duration calculator in Beneficiary Module.
- 2.4 The transcript of records/traineeship certificate/certificate of attendance shall provide the confirmed start and end dates of the mobility period, including the virtual component.

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide [2023 version].
- 3.2 The participant will receive a financial support from Erasmus+ EU funds for [...] days *(of physical mobility + possible travel days)*
- 3.3 The participant may submit a request concerning the extension of the physical mobility period within the limit set out in the Erasmus+ Programme Guide. An application 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. If the organisation agrees to extend the duration of the mobility period, the agreement will be amended accordingly.
- 3.4 The organisation shall provide the participant the total financial support for the mobility period *[(if applicable): and travel days/]* in the form of a payment of EUR [...].
- 3.5 The contribution towards costs incurred in connection with inclusion needs *(if applicable)*:
 - inclusion support,
 - green travel support
 - top-up for fewer opportunities

shall be based on the supporting documents provided by the participant.
- 3.6 The financial support may not be used to cover costs for actions already funded by the European Union funds.

3.7 Notwithstanding Article 3.6, the financial support is compatible with any other source of funding. This includes a salary that the participant could receive for their traineeship or teaching activities, or for any work outside their mobility activities as long as they carry out the activities foreseen in Annex 1.

ARTICLE 4 – PAYMENT ARRANGEMENTS

4.1 The participant shall receive individual and travel support, if applicable, in a timely manner after the arrival of the participant.

The payment shall be made to the participant representing [organisation to choose between 70% and 100%] of the amount specified in Article 3. In case the participant did not provide the supporting documents in time, according to the funding organisation's timeline, a later payment of the pre-financing can be exceptionally accepted, based on justified reasons.

The Participant shall receive first payment in the amount of [...] EUR.

The first payment shall be made no earlier than the Participant has:

- delivered to the Department of International Partnerships and Educational Mobility or to the Department of Research and Projects (at Collegium Medicum) acknowledgement that health, accident and liability insurance coverages have been arranged;

4.2 The submission of the participant report via the online EUSurvey tool shall be considered as the participant's request for payment of the balance of the financial support: EUR100. The organisation shall have 20 calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.

The payment of the balance of the financial support shall be made no earlier than the Participant has:

- submitted the DIPEM online survey,
- submitted an individual report from the mobility abroad in the on-line EU Survey.

ARTICLE 5 – RECOVERY

5.1 The financial support or part thereof shall be recovered by the sending organisation if the participant does not comply with the terms of the agreement. If the participant terminates the agreement before it ends, the participant shall have to return the amount of the grant already paid, except if agreed differently with the sending organisation. The latter shall be reported by the sending organisation and accepted by the National Agency.

ARTICLE 6 – INSURANCE

6.1 The organisation shall make sure that the participant has adequate insurance coverage by providing the participant with the relevant information and support to take an insurance on their own.

6.2 The participant acknowledges the need to have health insurance for the duration of travel and the mobility period in Poland. The Participant declares that he/she holds the following medical expenses insurance:and knows the insurance coverage.

Acknowledgment that health insurance coverage has been organised shall be included in this agreement.

The participant acknowledges that for the duration of travel and the mobility period in Poland he/she should have liability insurance covering the tasks performed by the participant (covering at least damages caused by the student at the study/traineeship place).

The participant declares that he/she has the liability insurance: and knows the insurance coverage.

Acknowledgment that liability insurance coverage has been organised shall be included in this agreement.

The participant acknowledges that for the duration of travel and the mobility period in Poland he/she should have accident insurance covering the tasks performed by the participant (covering at least damages caused to the student at the study/traineeship place).

The participant declares that he/she has the accident insurance: and knows the insurance coverage.

Acknowledgment that accident insurance coverage has been organised shall be included in this agreement.

In addition to the above, insurance against loss or theft of documents, travel tickets and luggage is recommended.

6.3 The responsible party for taking the insurance coverage is the participant.

ARTICLE 7 – LANGUAGE LEVEL AND ONLINE LANGUAGE SUPPORT (OLS)

7.1 The participant may carry out the OLS language assessment in the language of mobility (if available) before the mobility period and make use of the language courses available on the OLS platform.

ARTICLE 8 – PARTICIPANT REPORT

8.1 The participant shall complete and submit the participant report on their mobility experience (via the online EUSurvey tool) within 10 calendar days upon receipt of the invitation to complete it. Participants who fail to complete and submit the online participant report may be required by their organisation to partially or fully reimburse the financial support received.

8.2 A complementary online survey may be sent to the participant allowing for full reporting on recognition issues.

ARTICLE 9 – ETHICS AND VALUES

9.1 Ethics: The mobility activity must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.

9.2 Values: The participant must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

9.3 If a participant breaches any of its obligations under this Article, the grant may be reduced.

ARTICLE 10 – DATA PROTECTION

10.1 The funding organisation shall provide the participants with the relevant privacy statement for the processing of their personal data before these are encoded in the electronic systems for managing the Erasmus+ mobilities: <https://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>

10.2 All personal data contained in the agreement shall be processed in accordance with Regulation (EC) No 2018/1725 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the EU organisations 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 organisation, 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)).

10.3 The participant may, on written request, gain access to his/her personal data and correct any information that is inaccurate or incomplete. The participant should address any questions regarding the processing of his/her personal data to the sending organisation and/or the National Agency. The participant may lodge a complaint against the processing of his/her personal data to the European Data Protection Supervisor with regard to the use of the data by the European Commission.

ARTICLE 11 – TERMINATION OF THE AGREEMENT

11.1 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 organisation 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.

11.2 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 their part, the participant shall be entitled to receive at least the amount of the grant corresponding to the actual duration of the mobility period. Any remaining funds shall have to be refunded.

ARTICLE 12 – CHECKS AND AUDITS

12.1 The parties of the agreement undertake to provide any detailed information requested by the European Commission, the National Agency of Poland or by any other outside body authorised by the European Commission or the National Agency of Poland to check that the mobility period and the provisions of the agreement are being properly implemented.

ARTICLE 13 – LIABILITY

13.1 Each party of this agreement shall exonerate the other from any civil liability for damages suffered by them or their 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.

13.2 The National Agency of Poland, 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 Poland or the European Commission shall not entertain any request for indemnity of reimbursement accompanying such claim.

ARTICLE 14 – APPLICABLE LAW AND COMPETENT COURT

14.1 The Agreement is governed by Polish law.

14.2 The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the organisation and the participant concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

SIGNATURES

For the participant

[name / forename]

[signature]

Done at [place], [date]

For the organisation

[name / forename / function]

[signature]

Done at [place], [date]

TEMPLATE

Annex 1

[Key Action 1 – HIGHER EDUCATION Institution to select]
Erasmus+ learning agreement for student mobility for studies
Erasmus+ learning agreement for student mobility for traineeship

TEMPLATE

TEMPLATE