



Co-funded by
the European Union

**Grant agreement for Erasmus+ mobility participants – Higher Education
Teaching and/or training staff mobility
no. /E+ 000072519 /ST
project KA171 2022-2025**

Field: Higher Education

Academic year:

Mobility Type: Staff Mobility for Teaching (STA)/Staff Mobility for Training (STT)

Nicolaus Copernicus University in Torun, PL TORUN01

Address: ul. Gagarina 11, 87-100 Torun, Poland

Called hereafter „ the organisation”, represented for the purposes of signature of this agreement by
prof. dr. hab. Przemysław Nehring, Vice-Rector for Education,
on the one part,

and

Participant first and last name(s):

Date of birth:

Address: [official address in full]

Phone:

E-mail:

Home institution:

Called hereafter “the participant”, on the other part,

Have agreed to the Special Conditions and Annexes below which form an integral part of this agreement (“the agreement”)

Annex I Erasmus+ mobility agreement for staff mobility for teaching

Erasmus+ mobility agreement for staff mobility for training

Annex II General Conditions

The terms set out in the Special Conditions shall take precedence over those set out in the annexes.

Total amount includes:

- Base amount for individual support for short-term physical mobility
- Travel support (standard travel or green travel amount)
- Travel days (additional individual support days)
- Inclusion support (based on real costs) on request submitted to the NA

The participant receives:

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

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

- 1.1 The organisation shall provide support to the participant for undertaking a mobility activity under the Erasmus+ Programme at the Nicolaus Copernicus University in Torun, Poland.
- 1.2 The participant accepts the support specified in article 3 and undertakes to carry out the mobility activity as described in Annex I.
- 1.3. Amendments to the agreement shall be requested and agreed by both parties through a formal exchange by letter or by electronic message.

ARTICLE 2 – ENTRY INTO FORCE AND DURATION OF MOBILITY

- 2.1 The agreement shall enter into force on the date when the last of the two parties signs.
- 2.2 The physical mobility period shall start on [date] at the earliest and end on [date] at the latest. The mobility period indicated above does not include travel days. 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.
- 2.3 The participant shall receive a financial support from Erasmus+ EU funds for [...] days. [...] travel days are added to the duration of the mobility period and included in the calculation of the individual support.
- 2.4 The participant may submit a request concerning the extension of the mobility period within the limits set out in the Erasmus+ Programme guide. If the organisation agrees to extend the duration of the mobility period, the agreement shall be amended accordingly.
- 2.5 The certificate of attendance shall provide the confirmed start and end dates of duration 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.
- 3.2 The organization shall provide the participant the total financial support for the mobility period, EUR [...]. The participant shall receive EUR [...] corresponding to individual support and EUR [...] corresponding to travel.
- 3.3 The contribution towards costs incurred in connection with travel or inclusion needs (inclusion support, exceptional costs for expensive travel, travel support, green travel top-up), shall be based on the supporting documents provided by the participant.
- 3.4 The financial support may not be used to cover similar costs already funded by EU funds.
- 3.5 Notwithstanding article 3.4, the grant is compatible with any other source of funding. This includes a salary that the participant could receive for their teaching or training activities, or for any work outside their mobility activities as long as they carry out the activities foreseen in Annex I.

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 individual and travel support will be paid in cash upon arrival at NCU.
The payment shall be made to the participant representing 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.
A copy of the insurance policy(s) will be attached to the participant's individual grant agreement. Delivering/sending to DIPEM a copy of the insurance policy(s) by the staff member is a condition for the payment of the grant.
- 4.2 If the payment under article 4.1 is lower than 100% of the financial support, the submission of the participant final report via the online EUSurvey tool shall be considered as the participant's request for payment of the balance of the financial support. The organisation shall have 20 calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.

ARTICLE 5 – INSURANCE

- 5.1 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.
The participant will have adequate insurance in force in Poland (and possibly transit countries), for the duration of travel and stay at the host organisation.
- 5.2 Insurance coverage shall include at minimum a health insurance [medical expenses insurance including repatriation costs of body or ashes (remains)] and a third-party liability insurance and a personal accident insurance.
The participant declares that he/she has the following insurance and knows the extent of this insurance:
.....
[Insurance provider(s), insurance number and insurance policy]
.....
[Insurance provider(s), insurance number and insurance policy]
- In addition to the above, insurance against loss or theft of documents, travel tickets and luggage is recommended.
- 5.3 The responsible party for taking the insurance coverage is: the participant.

ARTICLE 6 – ONLINE LANGUAGE SUPPORT (OLS)

- 6.1. The participant can carry out the OLS language assessment in the language of mobility (if available) before the mobility period.
- 6.2 The participant can follow OLS language courses, starting as soon as they receive access and making the most out of the service.

ARTICLE 7 – PARTICIPANT REPORT

- 7.1. The participant shall complete and submit the participant report on their mobility experience (via the online EU Survey tool) within 30 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.

ARTICLE 8 – DATA PROTECTION

- 8.1. 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>

ARTICLE 9 –APPLICABLE LAW AND COMPETENT COURT

9.1 The Agreement is governed by Polish law.

9.2 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]

For the organisation
prof. dr hab. Przemysław Nehring
Vice-Rector for Education

[signature]

[signature]

Done at [place], [date]

Done at [place], [date]

template

Annex II

GENERAL CONDITIONS

Article 1: Liability

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.

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 2: Termination of the agreement

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.

If the participant terminates the agreement before its agreement ends or if they fail to follow the agreement in accordance with the rules, they shall have to refund the amount of the grant already paid, except if agreed differently with the sending organisation.

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 3: Data Protection

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 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 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 legislation¹ (Court of Auditors or European Antifraud Office (OLAF)).

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

Article 4: Checks and Audits

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.

¹ Additional information on the purpose of processing your personal data, what data we collect, who has access to it and how it is protected, can be found at: <https://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>