



Grant agreement model for Erasmus+ mobility participants
Study and/or traineeship student mobility
no...../ E+ 000072519//SM
linked to the agreement 2022-1-PL01-KA171-HED-000072519

Field: Higher Education
Academic year:

Nicolaus Copernicus University in Toruń, PL TORUN01
Address: Gagarina 11, 87-100 Toruń, Poland

Called hereafter "the organisation", represented for the purposes of signature of this agreement by professor Przemysław Nehring, Vice Rector for Education on the one part, and

Mr/Ms Participant first and last name(s)
Date of birth:
Nationality:
Address:
Phone:
E-mail:
Study cycle:
Subject area:
Home University:

Bank account where the financial support should be paid:
Bank account holder (if different than participant):
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.

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+ learning agreement for student mobility for studies/traineeships
Annex II	General Conditions
Annex III	Erasmus Student Charter

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

The participant receives:

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

Total amount includes:

- Base amount for individual support for long-term physical mobility
- Top-up amount for students and recent graduates with fewer opportunities on long-term mobility
- Travel support (standard travel or green travel amount)
- Inclusion support (based on real costs) on request submitted to the NA

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 Toruń.
- 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 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.
- 2.3 The participant shall receive a financial support from Erasmus+ EU funds for [...] months and [...] 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. Such request must be submitted before the end of the mobility specified in the article 2.2. A request to the organisation to extend the long-term physical mobility 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 shall be amended accordingly.
- 2.5 The transcript of records/ traineeship certificate or the statement attached to this document 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 organisation shall provide the participant the total financial support for the mobility period, EUR [...]
- 3.3 The contribution towards costs incurred in connection with travel or inclusion needs [inclusion support, travel support, green travel top-up, top-up for fewer opportunities]), 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 traineeship 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 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 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: EUR 100. 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 – 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.
- 5.2 Insurance coverage shall include at minimum health, accident and liability insurance.
- 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.
- 5.3 The responsible party for taking the insurance coverage is the participant.

ARTICLE 6 – ONLINE LANGUAGE SUPPORT (OLS)¹

- 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 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.
- 7.2 A complementary online survey may be sent to the participant allowing for full reporting on recognition issues.
- 7.3 The participant shall complete the DIPEM online survey available on https://www.umk.pl/wspolpraca/forms/se_plus_evaluation/.

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>

¹ Only applicable for mobilities for which the main language of instruction or work is available in the Online Language Support (OLS) tool, with the exception of native speakers.

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
Professor 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 legislation² (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.

² 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>