



**Grant agreement for Erasmus+ mobility participants – Higher Education
Teaching and/or training staff mobility
no./2024-1-PL01-KA171-HED-000214378/ST
project KA171 2024-2027**

Field: Higher Education
Academic year:
Erasmus+ mobility ID number:
Mobility Type:

PREAMBLE

This **Agreement** („the Agreement”) is **between** the following parties:

on the one part,
the **Organisation** („the organisation”),

Nicolaus Copernicus University in Torun, PL TORUN01
Address: ul. Gagarina 11, 87-100 Torun, Poland
Email: kontakt@umk.pl

represented for the purposes of signature of this agreement by
prof. Magdalena Barwiolek, Vice-Rector for International Relations,

and
on the other part,
the **‘participant’**

Participant first and family name(s):
with residence at address:
Date of birth:
Phone:
E-mail:
Home institution:

The parties referred to above have agreed to enter into this Agreement.
The Agreement is composed of:
Terms and Conditions

Annex I 1 Erasmus+ mobility agreement for staff mobility for teaching
 Erasmus+ mobility agreement for staff mobility for teaching and training
 Erasmus+ mobility agreement for staff mobility for training

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

1 It is not compulsory to circulate documents with original signatures for Annex 1 of this agreement: scanned copies of signatures and electronic signatures may be accepted, depending on the national legislation or institutional regulations.

Total amount includes:

- Base amount for individual support for short-term physical mobility
- Travel support (green travel or non-green travel)
- 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

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 at the Nicolaus Copernicus University in Torun.
- 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 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 – DURATION OF MOBILITY

- 2.1 The mobility period will start on [date] and end on [date].
- 2.2 The period covered by the agreement includes:
 - a physical mobility period from [date] to [date], equal to [...] days
 - [...] funded travel days
 - Option for blended mobility: a virtual component from [...] to [...].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 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 2024 version.
- 3.2 The participant will receive a financial support from Erasmus+ EU funds for [...] days [The number of days will be equal to the duration of the physical mobility period plus travel days].
- 3.3 The participant may submit a request concerning the extension of the physical mobility period up to the maximum activity duration set out in the Erasmus+ Programme Guide of 60 days. 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 [...].
The participant shall receive EUR [...] corresponding to individual support and EUR [...] corresponding to travel.
- 3.5 The contribution towards costs incurred in connection with travel or inclusion needs:
 - inclusion support
 - travel supportshall be based on the supporting documents provided by the participant.

ARTICLE 4 – ELIGIBILITY OF COSTS

- 4.1 In order to be eligible the costs must be actually used or produced by the participant in the period set out in Article 2 and/or be necessary for implementing the activity in the Annex. The costs must comply with the applicable national law on taxes, labour and social security.
- 4.2 Regarding actual costs (e.g. inclusion support) they must be based on supporting document such as invoices, receipts, etc.
- 4.3 The financial support may not be used to cover costs for activities already funded by Union funds. It is nonetheless 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.
- 4.4 The participant may not claim reimbursement for currency exchange losses or bank costs charged by the participant’s bank for transfers from the sending organisation.

ARTICLE 5 – PAYMENT ARRANGEMENTS

- 5.1 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.
- 5.2 If the payment under Article 5.1 is lower than 100% of the financial support. The submission of the participant report via the online EU Survey 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 6 – RECOVERY

- 6.1 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 7 – INSURANCE

- 7.1 The organisation shall make sure that the participant has adequate insurance coverage either 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.
- 7.2 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.
- 7.3 The responsible party for taking the insurance coverage is: the participant.

ARTICLE 8 – LANGUAGE LEVEL AND ONLINE LANGUAGE SUPPORT (OLS)

- 8.1. 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 9 – PARTICIPANT REPORT

- 9.1. 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 10 – ETHICS AND VALUES

- 10.1 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.
- 10.2 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).
- 10.3 If a participant breaches any of its obligations under this Article, the financial support may be reduced or not be paid.

ARTICLE 11 – DATA PROTECTION

- 11.1 Any personal data under the agreement will be processed under the responsibility of the data controller identified in the privacy statement in accordance with the applicable data provision legislation, in particular Regulation 2018/1725 and related national data protection acts and for the purposes set out in the Privacy Statement available at: <https://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>.
- 11.2 Such data will 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)).
- 11.3 The participant may, on written request, gain access to his personal data and correct any information that is inaccurate or incomplete. The participant 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 12 – AGREEMENT SUSPENSION

- 12.1 The agreement may be suspended by initiative of the participant or of the organisation if exceptional circumstances — in particular force majeure (see Article 16) — make implementation impossible or excessively difficult. The suspension will take effect on the day agreed by written notification by the parties. The agreement may be resumed afterwards.
- 12.2 The organisation may — at any moment — suspend the agreement, if the participant has committed or is suspected of having committed:
- substantial errors, irregularities or fraud or
 - serious breach of obligations under this agreement or during its award (including improper implementation of the action, submission of false information, failure to provide required information, breach of ethics rules (if applicable), etc.).
- 12.3 Once circumstances allow for implementation to resume, the parties must immediately agree on the resumption date (one day after suspension end date). The suspension will be lifted with effect from the suspension end date.
- 12.4 During the suspension, no financial support will be paid to the participant.
- 12.5 The participant may not claim damages due to suspension by the organisation.
- 12.6 Suspension does not affect the organisation's right to terminate the agreement (see Article 13).

ARTICLE 13 – TERMINATION OF THE AGREEMENT

- 13.1 The agreement may be terminated by either party if circumstances arise that render the execution of the agreement impracticable, impossible or excessively difficult.

- 13.2 In case of termination due to *force majeure* (Article 16), the participant will be entitled to receive at least the amount of the financial support corresponding to the actual duration of the activity period. Any remaining funds will have to be recovered.
- 13.3 In the event of serious breach of obligations or if the participant has committed irregularities, fraud, corruption, or is involved in a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking the organisation may terminate the agreement by formally notifying the other party.
- 13.4 The organisation reserves the right to initiate a court action if any requested refund is not voluntarily issued within the deadline notified to the participant by registered letter.
- 13.5 The termination will take effect on the date specified in the notification; 'termination date'.
- 13.6 The participant may not claim damages due to termination by the organisation.

ARTICLE 14 – CHECKS AND AUDITS

- 14.1 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 or were properly implemented.
- 14.2 Any finding related to the agreement may lead to the measures set in Article 6 or to further legal action in the terms of the applicable national law.

ARTICLE 15 – DAMAGES

- 15.1 Each party of this agreement exonerates 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 their staff.
- 15.2 The National Agency of Poland, the European Commission or their staff will 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 will not entertain any request for indemnity of reimbursement accompanying such claim.

ARTICLE 16 – FORCE MAJEURE

- 16.1 A party prevented by force majeure from fulfilling its obligations under the agreement cannot be considered in breach of them.
- 16.2 'Force majeure' means any situation or event that:
- prevents either party from fulfilling their obligations under the agreement,
 - was unforeseeable, exceptional situation and beyond the parties' control,
 - was not due to error or negligence on their part (or on the part of other participating entities involved in the action), and
 - proves to be inevitable in spite of exercising all due diligence.
- 16.3 Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.
- 16.4 The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible.

ARTICLE 17 – LAW APPLICABLE AND COMPETENT COURT

- 17.1 The agreement is governed by Polish law.
- 17.2 The competent court determined in accordance with the applicable national law will 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.

ARTICLE 18 – ENTRY INTO FORCE

The agreement will enter into force on the last date of signature by the parties.

SIGNATURES

For the participant
[Name and Family name]

For the organisation
prof. Magdalena Barwiolek
Vice-Rector for International Relations

[signature]

[signature]

Done at [place], [date]

Done at [place], [date]

DRAFT

