

Grant agreement model for Erasmus+ studies and/or traineeships between PROGRAMME and PARTNER COUNTRIES (project: 2019-1-PL01-KA107-062611)

Akademia Ignatianum w Krakowie/PL KRAKOW19

Address: Kopernika 26. 31-501 Krakow, Poland

Called hereafter "the institution", represented for the purposes of signature of this agreement by[.....], Institutional Erasmus+ Coordinator, of the one part, and

Ms/Mr

Date of birth: _____ Nationality: _____
Address: _____
Phone: _____ E-mail: _____
Gender: _____ Academic year: _____
Study cycle: _____
Subject area: _____ Code: _____
Number of completed higher education study years: _____
Student with: financial support from Erasmus+ EU funds
a zero-grant
The financial support includes: special needs support
The student receives financial support other than Erasmus+ EU funds

Bank account where the financial support should be paid: Bank account holder (if different than student): Bank name: Clearing/BIC/SWIFT number: Account/IBAN number:
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Called hereafter “the participant”, of the other part,

Have agreed the Special Conditions and Annexes below which form an integral part of this agreement ("the agreement"):

- Annex I Learning Agreement for Erasmus+ mobility for studies
- 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.

[It is not compulsory to circulate papers with original signatures for Annex I of this document: scanned copies of signatures and electronic signatures may be accepted, depending on the national legislation.]

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

- 1.1 The institution shall provide support to the participant for undertaking a mobility activity for studies under the Erasmus+ Programme.
- 1.2 The participant accepts the individual and travel support as specified in article 3 and undertakes to carry out the mobility activity as described in Annex I.
- 1.3 Amendments to the agreement, including to the start and end dates, shall 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 agreement shall enter into force on the date when the last of the two parties signs.
- 2.2 The minimum duration of the mobility period is 3 months or 1 academic term or trimester. The total duration of the mobility period shall not exceed 12 months, including any zero-grant period, which shall only be used exceptionally.
- 2.3 The mobility period shall start on [...] and end on [...]. The start date of the mobility period shall be the first day that the participant needs to be present at the receiving organisation. The end date of the period abroad shall be the last day the participant needs to be present at the receiving organisation.
- 2.4 The participant shall receive financial support from Erasmus+ EU funds for [...] days.
- 2.5 Demands 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.
- 2.6 The Transcript of Records (or statement attached to this document) shall provide the confirmed start and end dates of the mobility period.

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1 The individual support from Erasmus+ EU funds for the mobility period is EUR [...], corresponding to EUR [...] per month. The final amount of Erasmus+ EU funds for the mobility period shall be determined by multiplying the number of months of the mobility covered by Erasmus+ EU funds specified in article 2.4 with the rate applicable per month for the receiving country concerned. In the case of incomplete months, the financial support from Erasmus+ EU funds is calculated by multiplying the number of days in the incomplete month with 1/30 of the unit cost per month.
- 3.2 In addition, the participant shall receive [...] EUR as a contribution for travel.
- 3.3 The reimbursement of costs incurred in connection with special needs, when applicable, 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 including revenue that the participant could receive working beyond his/her studies/traineeship as long as he/she carries out the activities foreseen in Annex I.
- 3.6 The financial support or part thereof shall be repaid if the participant does not carry out the mobility activity in compliance with the terms of the agreement. If the participant terminates the agreement before it ends, he/she shall have to refund the amount of the grant already paid, except if agreed differently with the institution. However, when the participant has been prevented from completing his/her mobility activities as described in Annex I due to force majeure, he/she 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, except if agreed differently with the institution. Such cases shall be reported by the institution and accepted by the National Agency.

ARTICLE 4 – PAYMENT ARRANGEMENTS

- 4.1 The participant shall receive individual and travel support in a timely manner. Progress payment in the amount of 70% of the sum determined in art. 3 will be realised not later than at one of two below terms, at the one which will occur first:
 - 30 days from signing the agreement by both sides
 - on the first day of mobility
- 4.2 If the pre-financing payment(s) do(es) not cover the total of the grant: The submission of the online EU survey shall be considered as the participant's request for payment of the outstanding balance. The institution shall pay the remaining amount within 20 calendar days of the submission of the online EU survey, or issue a recovery order in case a reimbursement is due.

ARTICLE 5 – INSURANCE

- 5.1 The participant shall have adequate insurance coverage and he/she is informed about that during his/her application. Minimal range of insurance includes basic **health insurance** and **accident insurance**. The responsibility of gaining an insurance lays on the participant's side.
- 5.2 Acknowledgement that health insurance coverage has been organised shall be included in this agreement. Basic coverage might be provided by the national health insurance of the participant. The participant is aware that the coverage may not be sufficient, especially in case of repatriation and specific medical intervention. In that case, a complementary private insurance might be useful. It is the responsibility of the sending institution of the student to ensure that the participant is aware of health insurance issues.
- 5.3 Acknowledgement that **liability insurance coverage** (covering damages caused by the student at the study place) has been organised and of how it has been organised shall be included in this agreement.
- 5.4 Concerns participants with polish citizenship: the participant is obliged to register in the 'Odyszeusz' website affiliated to the Polish Ministry of Foreign Affairs.

ARTICLE 6 – EU SURVEY

- 6.1. The participant shall receive an invitation to complete the online EU Survey 30 calendar days before the end of the mobility period. The participant shall complete and submit the survey within 10 calendar days upon receipt of the invitation. Participants who fail to complete and submit the online EU Survey may be required to partially or fully reimburse the financial support received.
- 6.2 A complementary online survey will be sent to the participant, after the end of the mobility, allowing for full reporting on recognition issues.

ARTICLE 7 – LAW APPLICABLE AND COMPETENT COURT

- 7.1 The Agreement is governed by the Polish law.
- 7.2 The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the institution and the participant concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

SIGNATURES

For the participant
[...]

For the institution
[...]

Done at [place], [date]

Done at [place], [date]

Key Action 1 – HIGHER EDUCATION
Learning Agreement for Erasmus+ mobility for studies

Annex II

GENERAL CONDITIONS

Article 1: Liability

Each party of this agreement shall exonerate the other from any civil liability for damages suffered by him or his 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 institution 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 he/she fails to follow the agreement in accordance with the rules, he/she shall have to refund the amount of the grant already paid, except if agreed differently with the institution.

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 his/her 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, except if agreed differently with the institution.

Article 3: Data Protection

All personal data contained in the agreement shall be processed in accordance with Regulation (EC) 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 institution, 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)).

The participant may, on written request, gain access to his personal data and correct any information that is inaccurate or incomplete. He/she should address any questions regarding the processing of his/her personal data to the institution and/or the National Agency. The participant may lodge a complaint against the processing of his 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.