**Grant agreement for studies or traineeship of students eligible for Erasmus+ Programme**

 **and receiving scholarship from the OP KED (PO WER) funds**

**Academic year 2020/2021**

**No. of grant agreement with the student: …………………..**

Cracow University of Economics (Uniwersytet Ekonomiczny w Krakowie), PL KRAKOW04

Address: ul. Rakowicka 27, 31-510 Kraków

Hereinafter referred to as “the University”, represented for the purpose of signing this agreement by

Professor Piotr Buła, Vice-Rector for **Projects and Cooperation** from one part and

Mr/Mrs [Name and forename of the Participant]

Date of birth: Nationality:

Address: [official address in full]

Phone: E-mail:

Gender: Male/Female Academic year: 20../20..

Study cycle: [First cycle/Second cycle/Third cycle/Short cycle/One-cycle Master’s programme]

Subject area: [most closely corresponding to the degree in sending institution]:

Code: [ISCED-F code] Number of completed higher education study years:

Called hereafter “the Participant”, of the other part.

The participant receives:

[ ]  a zero-grant from Erasmus+ EU funds

and

[ ]  financial support from the OP KED (PO WER) fund to student with disadvantaged background

[ ]  financial support from the OP KED (PO WER) fund to student with special needs/disability

Bank account where the financial support should be paid:

|  |
| --- |
| Bank account holder The address of residence indicated when opening the account Bank name: Bank SWIFT number: ……………………………… IBAN – full account number  |

The parties have agreed to the Special Conditions and Annexes (listed below) which form an integral part of this agreement (“the Agreement”).

Annex I “Learning Agreement for Erasmus+ mobility for studies and for traineeships henceforth referred to as the LA

Annex II General Conditions

Annex III Erasmus Student Charter

Annex IV Declaration of the project’s Participant

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

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

1.1 The University shall provide support to the Participant for undertaking a mobility activity for [studies/ studies and traineeship] from the OP KED (PO WER) fund, under the Erasmus+ Programme. Study program during the implementation of the goal specified in the first sentence may be in the form of: participation in group classes/individual classes face-to-face, distance/virtual/on-line learning, mixed/hybrid format learning, as agreed before the commencement of the Participant’s mobility.

1.2 The Participant accepts the support specified in article 3 and undertakes to carry out the mobility activity for [studies/ studies and traineeship] as described in Annex I.

1.3 Amendments or modifications to the Agreement shall be agreed by both parties to the present Agreement in the form of an Annex, or through a formal notification of the Participant (by letter or by electronic message). Any amendment or modification will be confirmed by the Participant with his/her signature on the Annex or through notification of the University of the acceptance of the modified support 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 mobility period should start on ………… and end on …………………

The start date of the mobility period shall be the first day that:

1. the Participant needs to be present at the receiving organisation 🞏
2. classes commence 🞏
3. welcome is organized by hosting organization 🞏
4. language course starts (if it was included in LA) 🞏
5. cultural preparation starts 🞏

The end date is the last day of the first examination session.

2.3 The Participant shall receive a financial support from the OP KED (PO WER) funds for the period of ……. months and ……days during studies at University **…………………,** country **………………….**

2.4 The total duration of the mobility period, including the participation in earlier activities within the framework of the Erasmus project (the so-called “mobility capital”) cannot exceed 12 months within the particular cycle of studies, including any zero grant period.

2.5 Demands to the institution to extend the period of stay within the limits specified in article 2.4 should be introduced at least one month before the end of the originally planned mobility period. If the home University agrees to extend the mobility period, an Annex to the present Agreement must be made.

2.6 The actual start and end dates of the mobility period must be specified in the “Transcript of Records” or “Traineeship Certificate” (or statement of the duration of the mobility) issued by the receiving organisation.

ARTICLE 3 – FINANCIAL SUPPORT

3.1 The financial support for the mobility period is EUR […], corresponding to EUR […] per month plus EUR […] per each of the extra […] days beyond the full month. If the participant receives a disability grant, the following should be added: and an additional grant in the amount of PLN [...] to cover disability-related expenses approved by the FRSE (Polish National Agency) on the basis of the application submitted by the student.

3.2 The final amount for the whole mobility period shall be determined according to the actual length of stay confirmed by the receiving organisation (i.e. by multiplying the actual number of months/days of the mobility specified in article 2.3 by the rate applicable per month applicable to the receiving country concerned, specified in article 3.1. In the case of incomplete months, the financial support is calculated by multiplying the number of days in the incomplete month by 1/30 of the unit cost per month).

3.3 The reimbursement of additional costs incurred in connection with special needs, when applicable, shall be based on the supporting documents provided by the Participant, detailing the costs borne by the Participant up to the maximum limit specified in the decision of granting additional support in connection with special needs (reimbursement for the actual costs incurred).

3.4 The Participant declares that he/she did not receive any other financial support to cover similar costs from EU funds for the financing period covered by the present Agreement.

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 its studies/traineeship as long as he/she carries out the studies/traineeship activities foreseen in Annex I.

3.6 The financial support or part thereof shall be repaid if the Participant does not comply 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 sending 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 sending institution. Such cases shall be reported by the sending institution and accepted by the National Agency.

ARTICLE 4 – PAYMENT ARRANGEMENTS

4.1 A pre-financing payment shall be made to the participant no later than (whichever comes first):

30 calendar days after the signing of the Agreement by both parties

the start date of the mobility period or upon the University receiving confirmation of arrival at the receiving organisation

representing 80% of the amount specified in article 3, for the period corresponding at least to one semester. In case the Participant did not provide the supporting documents in time, according to the sending institution’s timeline, a later payment of the pre-financing can be exceptionally accepted.

4.2 If the payment under article 4.1 is lower than 100% of the financial support, completing ale formalities by the Participant in the term of (exact date) **…………………** will be treated as application of the Participant for payment of the remaining amount of funding.

The formalities include:

a. filling in the report from the mobility (scholarship holder’s questionnaire) in the on-line system indicated by the Sending university (*on-line EU survey*),

b. submitting document confirming exact dates of mobility (confirmation letter),

c. filling in and sending a scholarship holder’s report to appropriate coordinator at International Programmes Office,

d. filling in language proficiency test (II) in the on-line tool specified by the University.

The University shall have 45 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 Participant shall have adequate insurance coverage.

5.2 **Confirmation of health insurance** will be provided by the Participant when signing the present Agreement.

5.3 The Participant declares that he or she has been informed about the regulations concerning health insurance. The minimum scope of coverage includes basic health insurance and accident insurance. Compulsory health insurance is the European Health Insurance Card (EHIC) or private health insurance purchased with insurance companies. Recommended are EURO 26, ISIC or private insurance taken out with insurance companies. The Participant is responsible for providing compulsory insurance.

Insurance policy number for compulsory insurance……………………………………..….
Name of insurance company (NFZ/National Health Fund or another insurance company) **……………..……………………..………………………………………………………………………...**

5.4 The Participant declares that he/she has health insurance, which includes costs of medical treatment, and that he/she and knows the scope of the insurance. Type of the insurance: European Health Insurance Card (EHIC) in the case of mobility in EU countries, and/or private insurance with equivalent range in the case of mobility to the country outside the EU, or if the Participant does not have the right to hold the European Health Insurance Card (EHIC).

5.5 Buying additional private insurance, which includes covering costs of additional possible medical interventions or transportation to the home country, is recommended to the Participants.

5.6 It is the Participant’s responsibility to arrange health insurance mentioned above.

5.7 It is recommended for the Participant to register in the *Odyseusz* service of the Polish Ministry of Foreign Affairs.

ARTICLE 6 – FINANCIAL GUARANTEE

The Participant commits to provide written financial guarantee including declaration of liability to cover costs of departure, subsistence and return from mobility, signed by at least one guarantor, or declaration of self-financing by the Participant during the stay abroad.

ARTICLE 7 – LEGALIZATION OF STAYING ABROAD

The Participant declares that he/she is aware of formalities concerning legalization of his/her stay in the host country.

ARTICLE 8 – ERASMUS+ STUDENT CHARTER

The Participant declares that he/she has received the Erasmus+ Student Charter.

ARTICLE 9 – PROGRAM OF STUDIES

9.1 The Participant is obliged to follow the program of studies, specified and signed before his/her departure i.e. the “Learning Agreement”. The Participant has to inform proper Academic Coordinator/Dean about any changes in the Learning Agreement not later than 4 weeks after beginning of the classes. If the University agrees to the proposed changes, there will be written amendment introduced to the Learning Agreement.

9.2 The Participant’s unsatisfactory results in the implementation of the program of studies entitle the University to demand that the Participant reimburses a part of the amount or the whole amount of the grant received.

ARTICLE 10 – ONLINE LINGUISTIC SUPPORT

10.1 The Participant must carry out the OLS language proficiency assessment before the mobility period. The completion of the online assessment before departure is a pre-requisite for the mobility, except in duly justified cases[[1]](#footnote-1).

10.2 The Participant shall follow the online (OLS) ………….. [specify which language] language course, starting as soon as they receive access (licence) and making the most out of the service. The Participant undertakes to use the access (licence) as intended. The Participant shall immediately inform the institution if he/she is unable to carry out the on-line course that he/she has received access to.

10.3 The payment of the final instalment of the financial support is subject to the completion of the compulsory OLS language assessment (indicated by the University) at the end of the mobility.

ARTICLE 11 – PARTICIPANT’S INDIVIDUAL ONLINE EU SURVEY

11.1. The Participant shall complete and submit the online EU Survey after the mobility abroad within 30 calendar days upon receipt of the invitation to complete it. Participants who fail to complete and submit the online EU Survey may be required by their institution to partially or fully reimburse the OP KED (PO WER) the financial support they received.

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

11.3 The participant will provide the University with the data specified in the personal data form regarding the situation of the Participant and his family (including gender; age; education qualifications); address (including street, house number, city, postal code); status on the labour market before the beginning and at the end of the mobility period; area of origin according to the degree of urbanization (urban / rural); region; district; municipality; contact telephone number; e-mail address; fact of belonging to a national or ethnic minority, migrant or a person of foreign origin; homeless or excluded from access to housing; person with disabilities; a person experiencing another social disadvantage.

ARTICLE 12 – UNTRUE STATEMENTS, FALSE DOCUMENTS

The University has the right to termination of the agreement with immediate legal effect in the case when any of the statements submitted by the Participant turn out to be untrue or the documents or information submitted by the Participant turn out to be false.

ARTICLE 13– LAW APPLICABLE AND COMPETENT COURT

13.1 The present Agreement is governed by Polish law.

13.2 The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the University 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 University

 Professor Piotr Buła

 Vice-Rector for **Projects and Cooperation**

…………………….. ………………………………………..

…………………………….

Done at [place], [date] Kraków, ………………….

**Annex I**

**Learning Agreement for Erasmus+ mobility for studies**

**Learning Agreement for Erasmus+ mobility for studies and for traineeships**

**for students receiving OP KED (PO WER) funding**

**Annex II**

**GENERAL CONDITIONS**

**Article 1: Liability**

Each party to 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 the agreed end date 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.

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.

**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 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, at a 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 sending 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 to the Agreement undertake to provide any detailed information requested by the European Commission, the National Agency of Poland, the Ministry of Development Funds and Regional Policy or by any other outside body authorised by the European Commission or the National Agency of Poland or the Ministry of Development Funds and Regional Policy to check that the mobility period and the provisions of the Agreement are being properly implemented.

1. Participants who follow the study program or traineeship program in the receiving organisation in their native language are exempt from the OLS assessment. [↑](#footnote-ref-1)