****

**Grant agreement model for Erasmus+ studies within Programme Countries**

**academic year 2020/2021**

**Agreement no …………………………………**

**Cracow University of Economics, PL KRAKOW04**

Address: ul. Rakowicka 27, 31–510 Kraków

Called hereinafter “the institution”, represented for the purpose of signature of this agreement by

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

Mr/Mrs/Ms [Student name and forename]

Date of birth: Nationality:

Address: [official address in full]

Phone: E-mail:

Gender: [Male/Female/Undefined] Academic year: 2020/2021

Study cycle: [First cycle/Second cycle/Third cycle/Short cycle/One-cycle study programme]

Subject area: [degree in sending institution] Code: [ISCED-F code]

Number of completed higher education study years:

Student with: [x]  a financial support from Erasmus+ EU funds
 [ ]  a zero-grant

 [ ]  a financial support from Erasmus+ EU funds combined with zero-grant

The financial support includes: [ ]  special needs support

 [ ]  financial support to student with disadvantaged background

Bank account where the financial support should be paid:

Bank account holder:

The address of residence indicated when opening the account:

Bank name:

Clearing/BIC/SWIFT number: Account/IBAN number:

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

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

Key Action 1 – HIGHER EDUCATION

Annex I Learning Agreement for Erasmus+ mobility for studies/ /Learning Agreement for Erasmus+ mobility for studies and for 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.

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 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 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 mobility period shall start on [date] and end on [date]. The start date of the mobility period shall be the first day that the participant needs to be present at the receiving organisation:

1. in which Participant have to be present at hosting organization 
2. beginning of the classes 
3. welcome organized by hosting organization 
4. language course (if it was included in LA) 
5. cultural preparation 

The end date of the period abroad shall be the last day the participant needs to be present at the receiving organisation.

2.3 The participant shall receive a financial support from Erasmus+ EU funds for […] months and […] days during studies at University **…………………**, in (country) **…………………**.

2.4 The total duration of the mobility period shall not exceed 12 months, including any zero grant period.

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 Traineeship Certificate (or statement attached to these documents) shall provide the confirmed start and end dates of duration of the mobility period.

2.7 The Participant declares that he or she is not on any form of leave described in the regulations of studies.

ARTICLE 3 – FINANCIAL SUPPORT

3.1 The financial support for the mobility period is EUR […], corresponding to EUR […] per month and EUR […] per extra days.

3.2 The amount for the mobility period shall be determined by multiplying the number of months of the mobility specified in article 2.3 with the rate applicable per month for the receiving country concerned. In the case of incomplete months, the financial support is calculated by multiplying the number of days in the incomplete month with 1/30 of the unit cost per month.

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 its 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 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 signature of the agreement by both parties
* the start date of the mobility period representing 80%?of the amount specified in Article 3. 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. submitting approved Individual Study Programme (Learning Agreement) and changes to the programme, if applies.

b. 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),

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

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

e. filling in language proficiency test in on-line tool specified by the University.

.

The institution 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 The Participant declares that he or she was informal about regulations concerning insurance. Obligatory health insurance is European Health Insurance Card (*EKUZ*) or private health insurance bought at insurance companies. Recommended insurance is EURO 26, ISIC or private insurance bought at insurance companies. The Participant is responsible for assurance of the obligatory insurance.

**Obligatory Insurance Policy Number ……………………………………..….
Name of the insurance company (National Health Fund (NFZ) or name of the insurance company) ……………..……………………..………………………………………………………………………...**

5.3 The Participant declares that he or she has health insurance which includes costs of medical treatment and knows the range of the insurance. Type of the insurance: European Health Insurance Card (*EKUZ*) in the case of mobility in EU countries and/or private insurance with equivalent range in the case of mobility to the country outsider the EU or does not have the right to have European Health Insurance Card (*EKUZ*).\*

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

5.5 Confirmation of health insurance will be provided by the Participant when signing this agreement.

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

ARTICLE 6 – FINANCIAL GUARANTEE

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

ARTICLE 7 – LEGALIZATION OF STAYING ABROAD

The Participant declares that he or she knows formalities concerning legalization of the stay in hosting country.

ARTICLE 8 – ERASMUS+ STUDENT CHARTER

The Participant declares that he or she received Erasmus+ Student Charter.

ARTICLE 9 – PROGRAM OF STUDIES

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

9.2 The Participants’s unsatisfactory achievements in program of studies realization can be for the University the basis for demand of payback of part of amount or the whole amount of received scholarship.

ARTICLE 10 – ONLINE LINGUISTIC SUPPORT

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Only applicable for mobilities for which the main language of instruction or work is Bulgarian, Croatian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Irish Gaelic, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish, or Swedish (or additional languages once they become available in the Online Linguistic Support (OLS) tool), with the exception of native speakers]*

10.1. The participant must carry out the OLS language 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.

10.2 The participant shall follow the OLS language course, starting as soon as they receive access and making the most out of the service. The participant shall immediately inform the institution if he/she is unable to carry out the course, before accessing it.

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

ARTICLE 11 – 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 financial support received.

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

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 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 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 University

Professor Piotr Buła

 Vice-Rector for **Projects and Cooperation**

 [signature]

[signature]

Done at [place], [date] Done at [place], [date]

**Annex I**

Key Action 1 – HIGHER EDUCATION EDUCATION

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

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

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

**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 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 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 sending organisation.

**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, 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 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 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.