**Grant agreement for Erasmus+**

**project 2022-1-PL01-KA131-HED-000051833**

**study and/or traineeship mobility**

Field: Higher Education

Academic year: 2022/2023

Institute of Physics, Polish Academy of Sciences

Erasmus code: PL WARSZAW22

Address: Aleja Lotników 32/46, 02-668 Warszawa

Called hereafter "the organisation", represented for the purposes of signature of this agreement by the Director of the Institute, prof. dr hab. Roman Puźniak on the one part, and

[Student’s name and forename]

Date of birth: …

Address: …

Phone: …

E-mail: …

Study cycle: Third cycle

Subject area: Natural sciences, physical sciences ISCED-F code: 0533

Number of completed higher education study years: …

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:

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 Learning Agreement for Erasmus+ mobility 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.

The participant receives:

◼ a financial support from Erasmus+ EU funds

☐ a zero-grant

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

Total amount includes:

☐ Individual support for long-term physical mobility

☐ Individual support for short-term physical mobility

☐ Top-up support for students with fewer opportunities on long-term mobilities, 250 EUR

☐ Top-up support for students with fewer opportunities on short-term mobilities, 100 EUR or 150 EUR

☐ Green travel individual support top-up (single contribution), 50 EUR

☐ Travel support (standard travel or green travel)

☐ Additional travel days (additional individual support days)

☐ Expensive travel support (based on real costs)

☐ Inclusion support (based on real costs) on request submitted to the NA

[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 (including via the Erasmus Without Paper Network), depending on the national legislation or institutional regulations.]

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

1.1 The organisation shall provide support to the participant for undertaking a mobility activity for traineeships under the Erasmus+ Programme.

1.2 The participant accepts the support specified in article 3 and undertakes to carry out the mobility activity for traineeships as described in Annex I.

1.3. Amendments to the agreement 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 physical mobility period shall start on **…** at the earliest and end on **…** at the latest. The start date of the 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 participant shall receive a financial support from Erasmus+ EU funds for **…** days.

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

2.5 Demands to the organisation to extend the period of mobility should be introduced at least 30 days before its end.

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.

ARTICLE 3 – FINANCIAL SUPPORT

3.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide.

3.2 The participant shall receive financial support from Erasmus+ EU funds for **…** days of physical mobility.

3.3 The total financial support for the mobility period is EUR **…**. The amount of individual support is EUR … per day up to the 14th day of activity and EUR … per day from the 15th day.

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 they carry out the activities foreseen in Annex I.

ARTICLE 4 – PAYMENT ARRANGEMENTS

4.1 Within 30 calendar days following the signature of the agreement by both parties or upon receipt of confirmation of arrival, and no later than the start date of the mobility period, a pre-financing 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 sending organisation's timeline, a later payment of the pre-financing can be exceptionally accepted.

ARTICLE 5 – INSURANCE

5.1       The participant acknowledges that during his stay abroad he/she must be **insured**. In particular, the participant is obliged to have the insurance provided for professional mobilities by the Institute of Physics PAS. The participant is responsible for informing the appropriate office of the Institute about the planned mobility and for picking up the certificate before the departure.

ARTICLE 6 – ONLINE LINGUAGE SUPPORT

6.1. The participant must carry out the OLS language assessment in the language of mobility (if available) before the mobility period. The completion of the online assessment before departure is a pre-requisite for the mobility, except in duly justified cases.

ARTICLE 7 – FINAL PARTICIPANT REPORT (EU SURVEY)

7.1. The participant shall complete and submit the participant report (via the online EU Survey tool) 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 final 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.

ARTICLE 8 – DATA PROTECTION

8.1. The sending 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> .

ARTICLE 9 – LAW APPLICABLE 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 For the Institute of Physics, PAS

[Student’s name and forename] prof. dr hab. Roman Puźniak

 [signature]

Done at Warsaw, [……….] Done at Warsaw, [date]

**Annex I**

**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 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, 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 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[[1]](#footnote-2) (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.

1. 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://ec.europa.eu/programmes/erasmus-plus/specific-privacy-statement_en> [↑](#footnote-ref-2)