



**European Union Erasmus+ Educational Mobility Project (KA103/ 2019)  
Erasmus+ studies within Programme Countries in academic year 2019/2020  
Agreement nr ECHE/19-S0..**

The University of Warsaw, having its seat in ul. Krakowskie Przedmieście 26/28, 00-927, Warsaw, called hereafter "the Sending Institution", represented for the purposes of signature of this agreement by Ms. Sylwia Salamon, Head of International Relations Office – of the one part, and a student of the University of Warsaw:

**Ms. / Mr.**

Date of birth:	Nationality:
Address:	
Phone:	e-mail:
Sex: F / M	Study cycle: BA / MA / PhD
Subject area:	Academic year: 2019/20
Subject area code:	Number of completed higher education study years:

called hereafter "the Participant", of the other part, have agreed to the following agreement and to the Special Conditions and Annexes below, which form an integral part of this agreement, called hereafter "the Agreement".

**GRANT FOR THE PARTICIPANT**

The Participant shall receive:

- an Erasmus+ grant for ..... days
- a zero grant for ..... days
- an Erasmus+ grant for ..... days and a zero grant for ..... days

The grant shall be transferred to the following bank account:

Bank account holder:
Bank name:
SWIFT code:
IBAN number (full account number): PL
Currency of the bank account: EUR

The Annexes listed below form an integral part of the Agreement:

- |           |  |
|-----------|--|
| Annex I   | Learning Agreement for Erasmus+ mobility for studies ( <i>E-Learning Agreement</i> ), hereafter called <i>e-LA</i> |
| Annex II  | General Conditions   |
| Annex III | Erasmus Student Charter  |

The terms set out in the Special Conditions of the Agreement shall take precedence over those set out in the Annexes.



## SPECIAL CONDITIONS

### ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

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- 1.1 The Sending Institution shall provide support to the Participant for undertaking a mobility activity for partial studies under the Erasmus+ Programme at ....., (ERASMUS code), in ....., hereafter called “the Receiving Institution”.
- 1.2 The Participant accepts the financial conditions specified in Article 3 and undertakes to carry out the mobility activity for partial studies as described in Annex I.
- 1.3. Changes or amendments to the Agreement shall be agreed by the parties of the Agreement in a written form through an annex to the Agreement or by notifying the Participant about the change via traditional post or e-mail correspondence. Amendments shall be confirmed by the Participant by signing the annex or notifying the Sending Institution about his/ her acceptance of the changes, via traditional post or e-mail correspondence.

### ARTICLE 2 – ENTRY INTO FORCE AND DURATION OF MOBILITY

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- 2.1 The Agreement shall enter into force on the date of the last signature.
- 2.2 The mobility period shall start on ..... and shall end on .....  

The start date of the mobility period abroad shall be the first day on which the Participant is obliged to be present at the Receiving Institution in order to fulfil the study programme as specified in the e-LA. The end date of the mobility period abroad shall be the last day on which the participant is obliged to be present at the Receiving Institution in order to fulfil the study programme as specified in the e-LA.
- 2.3 The Participant shall receive a grant from Erasmus+ EU funds for..... months and ..... days.
- 2.4 The total duration of the mobility period, together with participation in previous Erasmus+ and/or Erasmus Mundus programmes (the so called “mobility capital”) shall not exceed 12 months within the given study cycle, inclusive of any period with zero grant.
- 2.5 A request to the Sending Institution to extend the period of stay within the limits specified in article 2.4 should be made to the Sending Institution at least one month before the end of the originally planned mobility period. If the Receiving Institution consents to extend the mobility period, the Agreement must be amended.
- 2.6 The actual start and end date of the Participant’s mobility period shall be certified in the list of academic results - *Transcript of Records* or a confirmation of stay – *Letter of Confirmation*, issued by the Receiving Institution.

### ARTICLE 3 – THE AMOUNT OF THE GRANT

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- 3.1 The Participant shall receive an Erasmus+ grant in the amount of ..... EUR, corresponding to ..... EUR per month and ..... EUR for the days not rounding up to a full month.
- 3.2 The final amount of the grant for the mobility period shall be determined with use of the online system *Mobility Tool+*, by multiplying the number of months of the mobility specified in article 2.3 by the grant rate applicable per month for the receiving country, as specified in article 3.1. In the case of incomplete months, the amount of the grant is calculated by multiplying the number of days in the incomplete month by 1/30 of the monthly grant.



- 3.3 The reimbursement of costs incurred in connection with special needs (disability), if applicable, shall be based on financial documents provided by the Participant, containing evidence of real costs incurred, up to the amount specified in the decision to grant the Participant a disability supplement.
- 3.4 The Participant declares that he/ she shall not receive any other EU funds to cover similar costs for the mobility period specified in the Agreement.
- 3.5 Notwithstanding article 3.4, the grant is compatible with other sources of funding, including revenue which the Participant could receive for working beyond the studies, provided he/she fulfils the study programme as foreseen in Annex I (e-LA).
- 3.6 The grant or part thereof shall be returned if the Participant does not comply with the terms and conditions of the Agreement. If the Participant terminates the mobility earlier than the mobility end date specified in the Agreement, while complying with all the other terms and conditions, the Sending Institution shall request that he/she returns part of the grant, proportionately to the shortened stay. If 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 an amount of the grant corresponding to the actual duration of the mobility period, as defined in the *Letter of Confirmation* (or other equivalent document issued by the Receiving Institution, stating the actual mobility period), while the remaining amount of the grant shall be returned by the Participant. A case of *force majeure* must be reported by the Participant to the Sending Institution immediately after its occurrence and must be approved by the Foundation for the Development of the Education System (FRSE) Polish National Agency of the Erasmus+ Programme (NA).

#### ARTICLE 4 – PAYMENT ARRANGEMENTS

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- 4.1 The Participant shall receive a pre-financing payment representing 90% of the amount specified in Article 3 (in case of one semester mobility), or 90% of half of the amount specified in Article 3 (in case of a two-semester mobility) no later than 30 calendar days after the signature of the Agreement by both parties. In case the Participant does not submit the required documents within the Sending Institution's deadline and/or does not complete the assigned foreign language assessment in the Online Linguistic Support (OLS) system (see Art. 7.1), a later payment of the pre-financing is acceptable.
- 4.2 Payment of the grant for the second semester of the mobility (if applicable), representing 90% of half of the amount specified in Article 3 will be made on the Participant's request, once the following conditions are fulfilled: study programme for the second semester must be added to the e-LA and approved online by the Sending Institution departmental coordinator and the confirmation of academic results achieved in the first semester of the mobility must be submitted to the International Relations Office.
- 4.3 The payment of the remaining 10% of the grant shall be made to the Participant after completing the on-line EU Participant Report, submitting the Letter of Confirmation to the International Relations Office and after following the formalities specified in article 7.3 (if applicable). The Sending Institution shall have 45 calendar days to make the balance payment or to issue a recovery order in case a return of the grant is due.
- 4.4 In the Participant's learning achievements are unsatisfactory: obtaining less than or equal to 9 ECTS per one semester or less than equal to 18 ECTS per full academic year respectively, the Sending Institution shall not pay out the remaining instalment of the grant, subject to the provisions in Art. 5.2.

#### ARTICLE 5 – APPRAISAL OF THE MOBILITY

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- 5.1 Immediately after completion of the mobility specified in Article 1.1 and Article 2 and latest by March 31<sup>st</sup> 2020 (in case of mobility in the first semester) or by September 15<sup>th</sup> 2020 (in case of mobility in the second semester and the whole academic year), the Participant shall submit the following documents to the International Relations Office (IRO) at the Sending Institution:



- 1) **Transcript of Records** or an equivalent document certifying the mobility, courses taken, the grades and ECTS points obtained;
  - 2) **Letter of Confirmation** or an equivalent document certifying duration of the mobility, which should be signed by the Receiving Institution on the last day of the mobility, stated in the document;
  - 3) The final version of the **e-Learning Agreement**, signed and stamped by the Receiving Institution (if applicable)
  - 4) **Learning Agreement - After the Mobility** with a list of courses completed at the Receiving Institution (as per *LA During the Mobility and Transcript of Records*) recognised by the Sending Institution, with grades converted to the Sending Institution's grading system.
- 5.2 The Sending Institution may terminate the Agreement and demand a return of the whole grant or part thereof if the Participant fails to submit any of the documents specified in article 5.1 or fails to submit the Erasmus on-line Participant Report specified in article 8.1 or fails to submit the OLS language test specified in article 7.1 or if the Participant fails to complete his/ her studies abroad or his/ her academic results are unsatisfactory (as specified in Art. 4.4), which was not due to a case of *force majeure*. The amount of the grant to be returned, the deadline and the method of payment shall be determined by the Sending Institution.

#### ARTICLE 6 – INSURANCE

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- 6.1 The Participant declares that he/she:
- 1) has been informed about the insurance policy requirements;
  - 2) has health insurance coverage (is a holder of a European Health Insurance Card in case of mobility in a European Union (EU) member state or an equivalent health insurance policy in case of mobility in a non-EU member state) and is aware of its terms and conditions. IRO recommends that the Participant purchases an extended insurance policy, covering the costs of additional medical procedures or the costs of transportation to Poland.
  - 3) has been informed that he/she takes full responsibility for holding proper insurance for the time of travel and duration of the exchange and is aware of all the conditions of this insurance.
- 6.2 The Participant is obliged to submit a copy of the insurance policy for the time of travel and mobility to IRO at the Sending Institution. The insurance policy is an integral part of this Agreement.
- 6.3. Participants with Polish citizenship are obliged to register in The Ministry of Foreign Affairs "Odyssey" system, at <https://odyssey.msz.gov.pl/>

#### ARTICLE 7 – Online Linguistic Support (OLS)

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- 7.1. The Participant (with the exception of *native speakers*) is obliged to carry out language assessment (an online language test) assigned by the Sending Institution in the Online Linguistic Support (OLS) tool before the mobility and after the mobility. Completion of the first OLS test is mandatory before the mobility and completion of the second test is mandatory for a positive appraisal of the mobility. Participants whose first OLS test result is C2 are exempt from doing the second test.
- 7.2 If applicable, the Participant, shall follow an online language course assigned in the OLS system, in order to improve language skills required for the Erasmus mobility. The license for the online language course must be used as intended, in the period between the assessments. The Participant shall immediately inform IRO if he/she is unable to do the course.



- 7.3 The payment of the final instalment of the grant is subject to the completion of the compulsory OLS language assessment at the end of the mobility (if applicable).

#### ARTICLE 8 – EU SURVEY

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- 8.1. After the mobility the Participant shall submit an on-line EU Participant Report - an online survey (as specified in Art. 4.3) within 30 calendar days upon receipt of the email invitation to complete it. Participants who fail to submit the online report may be required by the Sending Institution to return the grant or part thereof. The remaining part of the grant shall not be paid out until the Participant completes the on-line EU Participant Report, provided the terms and conditions in article 4.4 are fulfilled.
- 8.2 A complementary online survey may be sent to the Participant with respect to recognition of academic results.

#### ARTICLE 9 – LAW APPLICABLE AND COMPETENT COURT

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- 9.1 The Agreement is governed by the Polish national law.
- 9.2 The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the Sending Institution and the Participant concerning the interpretation, application or validity of this Agreement, if such a dispute cannot be settled amicably.
- 9.3 All amendments to this Agreement require a written annex otherwise shall be null and void.
- 9.4. The Agreement has been prepared in two identical copies, for the Participant and the Sending Institution.

#### SIGNATURES

Participant

Sending Institution (PL WARSZAW01)

[name / forename]

[signature]

[stamp and signature]

[place, date]

[Warsaw, date]

## 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 execution of this agreement, provided such damages are not a result of serious and deliberate misconduct on the part of the other party or their staff.

The National Agency of Erasmus+ Programme (NA), 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 NA or the European Commission shall not entertain any request for indemnity of reimbursement accompanying such a 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 Sending 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 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 Institution.

In case of termination by the Participant due to "force majeure", i.e. an unforeseeable exceptional situation or an event beyond the Participant's control and not attributable to error or negligence on their part, the Participant shall be entitled to receive the amount of the grant corresponding to the actual duration of the mobility period as defined in article 2.3. Any remaining funds shall have to be refunded,

except if agreed differently with the sending organisation, if applicable.

#### 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 NA 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 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 Institution and/or the NA. 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 NA or by any other outside body authorised by the European Commission or the NA of to check that the mobility period and the provisions of the agreement are being properly implemented.