



Fundusze Europejskie
dla Rozwoju Społecznego



Rzeczpospolita
Polska

Dofinansowane przez
Unię Europejską



AGREEMENT

between

Name and address of the higher education institution: **Nicolaus Copernicus University in Torun, Gagarina 11 street, 87-100 Torun** hereinafter referred to as the “HEI”, represented by **dr Katarzyna Walczewska-Szewc, project coordinator**, being the Beneficiary in the Agreement for the implementation and financing of the project under the *PROM Programme – International scholarship exchange of PhD candidates and academic staff* (hereinafter the Programme), concluded with the Polish National Agency for Academic Exchange, hereinafter referred to as the “Agreement with the HEI”.

and

Mrs/Mr: [name, surname and PESEL number if available, address of the doctoral student or academic]:

hereinafter referred to as the “Project Participant”

The parties have agreed to the following terms of the Agreement

PROVISIONS OF THE AGREEMENT:

§1 – SUBJECT-MATTER OF THE AGREEMENT

1. The parties have jointly agreed to effect a scholarship exchange under the Programme in compliance with the provisions of the Agreement with the HEI. The Programme is co-financed by the European Social Fund under the Knowledge Education Development Operational Programme.
2. The Project Participant shall represent and confirm that they have read the Programme documentation and the obligations imposed on them in the Agreement with the HEI and the documents referenced therein and they accept them.
3. The HEI will provide the Project Participant with co-financing for implementing a short form of education (hereinafter referred to as the “Action”), which includes [provide a brief description of the activity], to be carried out during the period [specify time frame].
4. The Project Participant shall accept the co-financing and undertake to implement the Action

referred to in paragraph 3.

5. The Project Participant declares that they have read and accepted the terms of this Agreement. Any amendments to this Agreement must be made in writing, under penalty of nullity.

§2 – DURATION OF THE AGREEMENT

1. The Agreement shall enter into force on the date of its conclusion, *i.e.* after signing by the last of the parties.
2. The Action will commence on and last until

§3 – CO-FINANCING FOR THE ACTION

1. Co-financing of the costs associated with the Action shall amount to PLN, say The above amount consists of the amount for travelling of PLN and the amount for the living allowance of PLN and (please provide any other costs of the Action).
2. The Project Participant is obliged to provide, depending on the nature of the Action, a suitable certificate proving the proper implementation of the Action.
3. Within the period of days from the completion of the Action, the Project Participant shall provide the HEI with a properly completed visit settlement form in accordance with the model constituting Attachment No 1 to the Agreement.

§4 – PAYMENTS TO THE PROJECT PARTICIPANT

1. Within days following this Agreement's entry into force, payment amounting to PLN shall be transferred to the Project Participant.
2. As to the remainder, the HEI shall transfer the funds to the Project Participant by once the visit settlement, referred to in § 3 paragraph 3 is approved by the HEI.
3. If the amount of funds provided to the Project Participant pursuant to § 4 paragraph 1 exceeds the amount payable indicated in the visit settlement, the Project Participant is obliged to return the difference between the amount paid and the amount payable, within days following the HEI's approval of the visit settlement. The funds returned by the Project Participant, referred to in the previous sentence, are the unused funds under the Agreement with the HEI.
4. Payments shall be made (*indicate the method of making payments to the participant*).....

5. The Participant acknowledges that the payment referred to above may only be made in Polish zloty (PLN) and must be processed by no later than September 30, 2025. The Project Participant will bear any costs arising from exchange rate differences, bank fees related to the transfer, as well as any costs resulting from providing incorrect or incomplete data necessary for the execution of the transfer.
6. In the event of losing the status of a student, doctoral candidate, or employee of the higher education institution, the Project Participant is obliged to immediately return the funds that are no longer due to them, either before or during the exchange.

§5 – EVALUATION PROCEDURE

1. The Project Participant agrees to undergo an evaluation of the competencies gained during their participation in the PROM program. Participation in the evaluation is mandatory for the proper settlement of the funding received under this Agreement.
2. The evaluation will be conducted in accordance with the procedure described in the PROM program regulations. It will assess the acquisition of new competencies and learning outcomes in the areas of knowledge, skills, and social competencies.
3. Upon successfully completing the evaluation, the Project Participant will receive a certificate summarizing the competencies and learning outcomes achieved during the project, in the format specified in the regulations and included as an annex to this Agreement.
4. Failure to participate in the evaluation may result in the participant being required to repay the funding received.

§5 – PERSONAL DATA

The Project Participants, in concluding this Agreement, is obliged to submit a declaration of personal data, included this Agreement. Failure to submit the aforementioned declaration by the Project Participant shall constitute the basis for not paying of funds to the Project Participant and for the HEI's withdrawal from this Agreement within 3 months from its conclusion, *i.e.* by

§6 – APPLICABLE LAW AND JURISDICTION

Granting and payment of co-financing under the Programme shall be made in observance of the provisions of this Agreement, while considering the provisions of the Agreement with the HEI. Any disputed matters relating to this Agreement shall be settled in accordance with Polish legislation.

§7 – FINAL CONDITIONS

1. The court with jurisdiction to resolve any disputes arising from this Agreement will be the court competent for the HEI.
2. This Agreement has been drawn up in two identical copies, one for each party.

Project Participant

For the HEI

.....

Dr Katarzyna Walczewska-Szewc,
PROM project coordinator

Attachments:

- 1) Visit settlement form
- 2) Example of evaluation report

I am participating in the international scholarship exchange project for doctoral students and academic staff at Nicolaus Copernicus University (NCU) and hereby declare that I have read the Project Regulations.

I confirm that I have read and accept the content of the information clause on the processing of personal data within the project for the international scholarship exchange for doctoral students and academic staff at NCU:

The Nicolaus Copernicus University in Toruń with its registered office at Gagarina 11 will be the administrator of your personal data.

Your personal data shall be processed pursuant to Article 6.1.(f) of Regulation 2106/679 of the European Parliament and of the EU Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and on repealing Directive 95/46/EC (GDPR), i.e. in the legitimate interests including:

- efficient organisation of the call,*
- deciding on the results of the call and awarding funding,*
- possibility of establishing contact with the participants of the call.*

With your consent, your name and surname will also be processed for the purpose of publishing information about the winners at www.fizyka.umk.pl/prom and www.fizyka.umk.pl/en/prom-eng. Please note that if you have given your consent, you have the right to withdraw it at any time; however, this will not affect the processing that was carried out before the withdrawal.

The personal data provided by you will be kept until the Project is settled and the process of archiving documentation is completed.

You have the right to request access to your personal data, to rectify, erase or restrict processing of your personal data, as well as the right to object to its processing.

Providing your personal data is voluntary, but refusing to provide it or objecting to the processing of your personal data will prevent you from taking part in the call and otherwise has no other effects.

You have the right to lodge a complaint with a supervisory authority.

Your personal data will not be passed on to other entities.

If you wish to contact the University on matters relating to the processing of your personal data, in particular in relation to making a request to exercise your rights, please use the email address: IOD@umk.pl or write to the address: UMK w Toruniu, ul. Gagarina 11, 87-100 Toruń, with the reference 'IOD'.

Name and Surname

Date

Signature