



Rzeczpospolita
Polska



Unia Europejska
Europejski Fundusz Społeczny



AGREEMENT

between

Name and address of the University: **Nicolaus Copernicus University in Toruń, ul. Gagarina 11, 87-100 Toruń, Poland**, hereinafter referred to as the “University”, represented by **Dr. Agata Karska, 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 students and academics* (hereinafter the Programme), concluded with the Polish National Agency for Academic Exchange, hereinafter referred to as the “Agreement with the University”.

and

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

hereinafter referred to as the “Project Participant”

The parties have agreed the following terms of the Agreement

PROVISIONS OF THE AGREEMENT:

§ 1 – SUBJECT-MATTER OF THE AGREEMENT

1. The parties have decided to implement a scholarship exchange under the Programme following the provisions of the Agreement with the University. 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 she/he has read the Programme documentation and the obligations imposed on t her/him in the Agreement with the University and the referenced therein and accepts them.
3. The University will provide the Project Participant with co-financing for implementing a short form of education, (*.....please provide a brief description of the action together with the dates within which it will be implemented*), hereinafter referred to as the Action.
4. The Project Participant shall accept co-financing and undertake to implement the Action referred to in paragraph 3.
5. The Project Participant declares that she/he has read and accepts the terms of this Agreement. Any amendments to this Agreement must be made in writing under penalty of invalidity.

§ 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 party.
2. The Action will start on..... and will end on.....

§ 3 – CO-FINANCING FOR THE ACTION

1. Co-financing of the costs associated with the Action shall be PLN....., in words.....
The above amount consists of the amount for travelling of PLN..... and the amount for the costs of living of PLN.....and(please provide any other costs of the Action).
2. The Project Participant undertakes to complete an evaluation survey constituting Annex 2 to this Agreement, within the time-limit and on the terms set out in the Programme.
3. The Project Participant is obliged to provide, depending on the nature of the Action, a suitable certificate proving the proper implementation of the Action, the model of the certificate constitutes Annex 3 to this Agreement.
4. Within the period of..... days from the completion of the Action, the Project Participant shall provide the University with a properly completed trip settlement form in accordance with the model constituting Annex 1 to the Agreement.

§ 4 – PAYMENTS TO THE PROJECT PARTICIPANT

1. Within 14 days after the entry of this Agreement into force payment amounting to PLN.....will be ordered to be made to the Project Participant.
2. As to the remainder, the University shall pay to the Project Participant the funds by.....once the Trip settlement, referred to in § 3 paragraph 4 is accepted.
3. If the amount of funds provided to the Project Participant according to § 4 paragraph 1 exceeds the amount payable indicated in the trip settlement, the Project Participant is obliged to return the amount of a difference between the amount paid and the amount payable, within.... days after the University has accepted the trip settlement. The funds returned by the Project Participant, referred to in the previous sentence, are the unused funds within the meaning of the Agreement with the University.

§ 5 – BANK ACCOUNT

Payments will be made to the Project Participant's bank account as detailed below:

Name of the bank: [...]

Exact name of the account holder: [...]

Full account number (including IBAN/BIC bank codes): [...]

Currency of the account: [...]

§ 6 – PERSONAL DATA

The Project Participants, in concluding this Agreement, is obliged to submit a declaration of personal data, which constitutes Annex 4 to this Agreement. Failure to submit the above declaration by the Project Participant shall constitute the basis for non-payment of funds to the Project Participant and for the withdrawal by the University from this Agreement within 3 months from the date of its conclusion, i.e. by.....

§ 7 – APPLICABLE LAW AND JURISDICTION

Granting and payment of co-financing under the Programme shall be made on a basis of the provisions of this Agreement, taking into account the provisions of the Agreement with the University. Any disputed matters relating to this Agreement shall be settled in accordance with the Polish legislation.

§ 8 – FINAL CONDITIONS

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

Project Participant For the University

.....
Name and surname

Dr Agata Karska, project coordinator
Name, surname and function

Signature.....

Signature.....

Place and date.....

Place and date.....

Stamp of the University

Annexes:

- 1) Trip settlement form,
- 2) Evaluation survey,
- 3) Model of the Certificate,
- 4) Declaration of the Project Participant.

Annex 1 to the agreement between the Beneficiary and the Project Participant – Trip settlement form

TRIP SETTLEMENT

I. BASIC INFORMATION				
1.	Full name of the project participant:			
2.	Title and number of the project:			
3.	Number of the agreement:			
4.	Place of residence:			
5.	Date of departure:			
6.	Date of return:			
7.	Location of the host institution:			
8.	Purpose of the trip:			
II. COSTS OF: TRAVEL, HEALTH INSURANCE, THIRD PARTY LIABILITY INSURANCE, ACCIDENT INSURANCE, VISA FEES OR FEES ASSOCIATED WITH LEGALISATION OF STAY				
Item	Straight-line distance between the participant's place of residence and the place of stay (in km)	Amount due [PLN]		
1.	od 500 do 999 km	2000		
III. COSTS OF STAY				
Item	Number of days *	OECD country or country included in the first fifty of the MERCER report [YES/NO]	Amount due [PLN]	
1.	5	NO	3000	
* The number of days includes days spent on travelling				
IV. COSTS OF CONFERENCE FEES, COST OF TRAINING, COURSE AND WORKSHOPS				
SUMMARY OF ACCOUNTING RECORDS CONCERNING CONFERENCE FEES, TRAINING, COURSES AND WORKSHOPS				
Item	Name of commodity/service	Number and type of accounting records	Amount [PLN]	Payment method *
				to be paid by bank transfer
				paid by the participant
				to be paid by bank transfer
				paid by the participant
Paid by the participant in total			- zł	
to be paid by bank transfer in total*			- zł	
Original accounting records shown in the table are annexes to the trip settlement.				
*All accounting records "to be paid by bank transfer" must be issued to the Beneficiary of the project				

V. SETTLEMENT

1. Advance payment paid to the project participant				
2. Costs due, including: [a + b + c]				
a.	Costs of travel, health insurance, third party liability insurance, accident insurance, visa fees or fees associated with legalisation of stay			
b.	Costs of stay			
c.	Costs of conference fees, cost of training, course and workshops paid by the participant	-	zł	
3. Amount to be reimbursed/paid [1-2]		-	zł	
4. Costs of conference fees, cost of training, course and workshops to be paid		-	zł	
Please return/I undertake to return* the amount resulting from the settlement of my trip.		-	zł	
* Delete as applicable				
..... Date and signature of the participant	 Date and signature of the person accepting the settlement		



Annex 2 to the agreement between the Beneficiary and the Project Participant – Evaluation survey

NOTE!

The presented survey questionnaire is for illustrative purposes only; the evaluation survey will be completed by the project participant online, NAWA will provide each project participant with the online survey form while the Beneficiary will only be provided with information about the fact that the survey has been completed

Evaluation survey

For the participants in the projects carried out under the
**PROM PROGRAMME - INTERNATIONAL SCHOLARSHIP EXCHANGE OF PHD STUDENTS
AND ACADEMICS**
of the Polish National Agency for Academic Exchange
Projects selected during the call in 2018:

Ladies and gentlemen, participants in the projects carried out under the PROM programme,

This short evaluation survey is mandatory for all those who participated in the exchange under the PROM programme. The main recipient of the information provided in this survey is NAWA. The questionnaire aims at understanding the effects of the PROM programme and at making next editions of the programme more efficient and useful to the recipients.

It should be noted that this survey in particular is not a tool to control the implementation of the project by the institution which granted and provided you with the funds to participate in the exchange (hereinafter: the Institution) – the results of the survey will have no effect on the conditions of paying to the Institution the funds granted to it under the PROM programme.

The Agency permits a possibility of providing third parties (including the Institution) with the data collected through this questionnaire only in the form of aggregated statements with the anonymity guarantee for each respondent. The only unanonymised information to be provided to the Institution will be information about the fact that you have completed the survey; this fact is a prerequisite for settling your exchange.

Thank you for your time and effort spent on completing the survey.

1. The name of the university or scientific unit that granted and provided you with the funds for participating in the exchange (Institution)

.....

2. Please indicate your status at the university (at the scientific unit):

<input type="checkbox"/>	Ph.D student
<input type="checkbox"/>	Academic

3. Please specify the direction of your exchange:

<input type="checkbox"/>	departure from Poland
<input type="checkbox"/>	arrival to Poland

4. Please indicate the nature of your exchange:

Types of exchanges carried out under the PROM programme	
	Active participation in a foreign conference (including, for example, participation in a poster session and flash talk)
	acquisition of materials for a doctoral thesis/scientific article
	participation in the summer school/winter school (both as a student and as a lecturer)
	carrying out measurements using unique apparatus, including using large research infrastructure not available (hardly available) in Poland
	participation in short forms of training i.e. training courses, workshops, traineeships or industrial traineeships, study visits
	participation in training courses (including training courses on enterprise or implementation activity)
	make archival/library research
	participation in brokerage meetings
	conduct teaching classes
	participation in preparing an international grant application
	other, what kind of?

5. Are you happy with your stay abroad under the programme?

definitely not	rather not	difficult to say	rather yes	definitely yes

6. How do you assess the usefulness of your exchange to your further career?

considering my further career as a foreigner, I assess my stay abroad as:			
moderately useful	useful	very useful	difficult to say

7. During your exchange, did you talk to people from other universities or scientific units about an opportunity to engage in scientific or teaching cooperation in the coming year?

	No, I did not talk about such things
	Yes, I talked about such things, but I think that the actual establishment of cooperation in the coming year is unlikely or moderately likely
	Yes, I talked about such things and I assume that it is highly likely that we will establish this cooperation in the coming year

8. During their exchanges, the participants in the programme had an opportunity to strengthen various types of skills, *inter alia*, scientific, professional, self-organisation, interpersonal and linguistic. Please assess whether during your exchange you strengthened the following types of skills.

a) Scientific skills:

- knowledge in specific field/fields of science

no	rather not	yes, to some extent	yes, definitely

- ability to use knowledge in scientific work (e.g. operation of equipment/apparatus)

no	rather not	yes, to some extent	yes, definitely

- ability to implement scientific research in developing commercial products or services

no	rather not	yes, to some extent	yes, definitely

- other (what kind of?)

.....
b) Professional skills (including teaching skills)

- acquisition of knowledge related to work performed (industry and specialist knowledge or knowledge of work management and organisation, teaching work methodology)

no	rather not	yes, to some extent	yes, definitely

- ability to use solutions applied by the host institution (e.g. on process management, work organisation, conducting classes)

no	rather not	yes, to some extent	yes, definitely

- other (what kind of?)

.....
c) Self-organisation skills

- ability to organise own work

no	rather not	yes, to some extent	yes, definitely

- ability to search and process information

no	rather not	yes, to some extent	yes, definitely

- other (what kind of?)

.....
d) Interpersonal skills

- ability to establish/maintain cooperation with foreign partners

no	rather not	yes, to some extent	yes, definitely

- ability to work in an international team

no	rather not	yes, to some extent	yes, definitely

- ability to manage an international team

no	rather not	yes, to some extent	yes, definitely

- other (what kind of?)

.....
 e) Linguistic skills

- ability to use a foreign language

no	rather not	yes, to some extent	yes, definitely

- knowledge of specialist vocabulary

no	rather not	yes, to some extent	yes, definitely

- other (what kind of?)

.....
 9. How do you assess the financial conditions offered to you?

- a) Covering of travel costs offered to me was:

	fully satisfying
	not fully satisfying
	definitely unsatisfying

Justification

-
 b) Covering of maintenance costs offered to me was:

	fully satisfying
	not fully satisfying
	definitely unsatisfying

Justification

-
 10. Would you recommend participation in the programme to your colleagues from your university or scientific unit:

	Yes
	Not

11. Within a period between obtaining your degree of Master/ Engineer and participating in the exchange described here, have you participated in any other short-term exchange? (exchanges lasting between 5 and 30 days, whose nature is covered by the catalogue of actions described in the above question 5).

Please indicate the number of exchanges; if there were no exchanges, please enter: „0“

Number of exchanges:	
----------------------	--

12. Your other comments on the exchange or on the PROM programme you would like to share with NAWA

.....



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Annex 3 to the agreement between the Beneficiary and the Project Participant – Model of the certificate

CERTIFICATE

Mrs/Mr

Name and surname

participated in

title of the event

on *(from.....to.....)* **in**..... *(venue of the event)*

.....
date and signature of the organiser



Description of the learning outcomes¹:

Please describe the learning outcomes as a result of participating in the event using the following formula and catalogue of concepts. The defined learning outcomes should be easy to verify. It is therefore necessary to avoid too general and too complex expressions, the language of the description should be simple and precise.

Knowledge (*knows and understands...*)²

e.g.

The scholarship holder knows/searches for/formulates/explains/ recognises/distinguishes/names/selects/translates/indicates.....

Skills (*can...*)³

The scholarship holder analyses/selects/uses/links/operates/ develops/organises/undertakes/calculates/carries out/prepares/ solves/implements/verifies/searches for/designs.....

Social competence (*is ready to...*)⁴

The scholarship holder is eager to.../aware of.../able to.../ oriented towards.../open to.../responsible for.../cares about.../proceeds according to.../strives for...

¹ The learning outcome is what the learner knows, understands and can do as a result of learning, expressed in terms of knowledge, skills and social competence.

² **Knowledge** – a collection of descriptions of objects and facts, principles, theories and practices acquired in the learning process and relating to the field of learning or professional activity.

³ **Knowledge** – a collection of descriptions of objects and facts, principles, theories and practices acquired in the learning process and relating to the field of learning or professional activity.

⁴ **Social competence** – an ability to participate autonomously and responsibly in the professional and social life and to shape own development, taking into account the ethical context of own behaviour.



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THE DECLARATION OF PROJECT PARTICIPANT

(information obligation implemented in relation to Articles 13 and 14 of the Regulation of the European Parliament and of the Council (EU) 2016/679)

In connection with joining the project entitled..... I acknowledge that:

1. The administrator of my personal data is the minister competent for regional development acting as the Managing Authority for Operational Programme Knowledge Education Development 2014-2020, having its headquarters at ul. Wspólna 2/4, 00-926 Warsaw.
2. The processing of my personal data is legal and fulfils the conditions referred to in art. 6(1)(c) and art. 9(2)(g) Regulation (EU) 2016/679 of the European Parliament and of the Council - personal data are necessary for the implementation of the Operational Programme Knowledge Education Development 2014-2020 (OP KED) on the basis of:
 - 1) with reference to the set "Operational Programme Knowledge Education Development":
 - a) Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 establishing common rules on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund as well as repealing Council Regulation (EC) No. 1083/2006 (Official Journal EU L 347 of 20 December 2013, p. 320, as amended),
 - b) Regulation (EC) No 1304/2013 of the European Parliament and of the Council of 17 December 2013 on the European Social Fund and repealing Regulation (EC) No 1081/2006 (OJ Journal EU L 347 of 20 December 2013, p. 470, as amended),
 - c) the Act of 11 July 2014 on principles of implementation of programmes in the area of cohesion policy financed in 2014–2020 financial perspective(Dz. U. of 2017, item 1460, as amended);
 - 2) with reference to the set "Central IT system supporting the implementation of operational programmes":
 - a) Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 establishing common rules on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund as well as repealing Council Regulation (EC) No. 1083/2006,

- b) Regulation (EC) No 1304/2013 of the European Parliament and of the Council of 17 December 2013 on the European Social Fund and repealing Regulation (EC) No 1081/2006
 - c) the Act of 11 July 2014 on principles of implementation of programmes in the area of cohesion policy financed in 2014–2020 financial perspective (Dz. U. of 2017, item 1460, as amended);
 - d) Commission Implementing Regulation (EU) No 1011/2014 of 22 September 2014 establishing detailed rules for the implementation of Regulation (EU) No 1303/2013 of the European Parliament and of the Council with reference to the templates for the transmission of certain information to the Commission and detailed rules for the exchange of information between the beneficiaries and managing, certifying, audit and intermediary institutions (Dz. Urz. EU L 286 of 30 September 2014 r., p. 1).
3. My personal data will be processed solely for the purpose of implementing the project, in particular confirmation of eligibility of expenditure, provision of support, monitoring, evaluation, control, audit and reporting as well as information and promotion activities under OP KED.
 4. My personal data has been entrusted to the Intermediate Authority - (name and address of the competent Intermediate Body), to the beneficiary implementing the project - (name and address of the beneficiary) and entities which, at the request of the beneficiary, participate in the implementation of the project - (name and address of the above-mentioned entities). My personal data may be transferred to entities implementing evaluation studies commissioned by the Managing Authority, Intermediate Body or beneficiary. My personal data may also be entrusted to specialist companies implementing, at the request of the Managing Authority, the Intermediate Body and the beneficiary, inspections and audits under OP KED.
 5. Providing data is a prerequisite for receiving support, and the refusal to provide it is tantamount to the inability to provide support under the project.
 6. Within 4 weeks after completing participation in the project, I will provide the beneficiary with data regarding my status on the labour market and information on participation in education or training and obtaining qualifications or acquisition of competences.
 7. Within three months after completing participation in the project, I will provide data on my status on the labour market.
 8. In order to confirm the eligibility of expenditure in the project, my personal data such as first name (names), surname, PESEL number, project number, start date, project end date, insurance title code, premium for health insurance, premium amount accident insurance can be processed in the set "Social Insurance Institution personal data set", which is administered by the minister competent for regional development. The processing of my personal data is legal and fulfils the conditions referred to in art. 6(1)(c) and art. 9(2)(g) Regulation (EU) 2016/679 of the European Parliament and of the Council - personal data are necessary for the implementation of the Operational Programme Knowledge Education Development 2014-2020 (OP KED) on the basis of⁵:
 - 1) Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 establishing common rules on the European Regional Development Fund,

⁵ Processing of personal data in The personal data set of the Social Insurance Institution refers to the situation in which the contract for co-financing the project was concluded with the Beneficiary by the Ministry of Family, Labour and Social Policy or the Voivodeship Labour Office.

the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and establishing general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund as well as repealing Council Regulation (EC) No. 1083/2006,

- 2) Regulation (EC) No 1304/2013 of the European Parliament and of the Council of 17 December 2013 on the European Social Fund and repealing Regulation (EC) No 1081/2006
- 3) the Act of 11 July 2014 on principles of implementation of programmes in the area of cohesion policy financed in 2014–2020 financial perspective (Dz. U. of 2017, item 1460, as amended);
- 4) Act of 13 October 1998 on social insurance system (Dz. U. of 2017, item 1778, as amended).

My personal data has been entrusted to the Intermediate Authority - (name and address of the competent Intermediate Body), to the beneficiary implementing the project - (name and address of the beneficiary) and entities which, at the request of the beneficiary, participate in the implementation of the project - (name and address of the above-mentioned entities). My personal data may be transferred to entities implementing evaluation studies commissioned by the Managing Authority, Intermediate Body or beneficiary. My personal data may also be entrusted to specialist companies implementing, at the request of the Managing Authority, the Intermediate Body and the beneficiary, inspections and audits under OP KED.

9. My personal data will not be transferred to third parties or international organisation.
10. My personal data will not be subjected to automated decision making.
11. My personal data will be stored until the Operational Programme Knowledge Education Development 2014-2020 is settled and the documentation is completed.
12. I can contact the Data Protection Inspector by sending a message to the following e-mail address: iod@miir.gov.pl or the e-mail address (when this applies - please provide the contact details of the data protection officer to the Beneficiary).
13. I have the right to lodge a complaint to the supervisory body, which is the President of the Office for Personal Data Protection.
14. I have the right to access my data and correct, delete or limit processing.

.....
PLACE AND DATE

.....
*LEGIBLE SIGNATURE OF A PROJECT PARTICIPANT**

* In the case of a declaration of participation of a minor, the declaration should be signed by its legal guardian.