



Fundusze Europejskie
dla Rozwoju Społecznego



Rzeczpospolita
Polska

Dofinansowane przez
Unię Europejską



NAWA
NARODOWA AGENCJA
WYMIANY AKADEMICKIEJ

APPENDIX No. 2 to the Regulations of the PROM PROGRAM – SHORT-TERM ACADEMIC EXCHANGE 2025 – Financial Agreement

FINANCIAL AGREEMENT

Agreement No. .../2025/2026/PROM between:

Rzeszów University of Technology named after I. Łukasiewicz, with its registered office in Rzeszów at al. Powstańców Warszawy 12, 35-959 Rzeszów, hereinafter referred to as the "University", represented by the Rector, Prof. Dr. hab. Eng. Piotr Koszelnik

and

Mr./Mrs.:; further

hereinafter referred to as the "Project Participant"

- Date of birth:
Citizenship:
- Phone:
- E-mail:
- Sex:
- Name of the university

Bank account details to which the scholarship will be transferred:

Name and surname of the bank account holder (if different from the Participant):

Bank account number:

Name of the currency account bank:

Currency: PLN

GENERAL CONDITIONS

ARTICLE 1 – PURPOSE OF THE AGREEMENT

- 1.1 This Agreement sets out the rights and obligations and conditions applicable to the financial support granted for the implementation of mobility activities under the PROM 2025 programme.
- 1.2 The institution will provide the Participant with support for the trip in order to implement mobility under the PROM 2025 programme.
- 1.3 The participant has read and accepts the conditions of support set out in Article 3 and undertakes to complete the approved mobility programme.
- 1.4 Amendments to the Agreement will be agreed upon by both parties and prepared in the form of a written or electronic annex to the Agreement, sent by traditional mail or e-mail, as appropriate.



ARTICLE 2 – TERM OF THE CONTRACT, DURATION OF MOBILITY

- 2.1 The Agreement will enter into force on the date of its signing by the last of the parties.
- 2.2 The mobility period should start inyear and end inyear.
The start date of the mobility period is the first day the participant must be present at the receiving organization. The end date is the last day the participant must be present at the receiving organization.
- 2.3 The participant will receive a scholarship from the PROM project funds for period of days (physical mobility).
including 2 days of travel.
- 2.6 The actual start and end dates of the mobility period must be specified in the "Certificate of completion of mobility" (or certificate of duration of stay) (Annex 3 of the PROM Programme Regulations) issued by the receiving organisation and constitute the document for the basis of the financial settlement of the mobility.

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1 Financial support will be calculated in accordance with the financing principles contained in the NAWA Beneficiary Manual (tables in points 6.9.14 and 6.9.15?) in the PROM 2025 Programme.
- 3.2 The Institution will provide the Participant with support in the form of a scholarship in the amount of PLN , which consists of:
 1. a lump sum for subsistence and accommodation costs, a lump sum for travel costs – calculated in accordance with the rates specified in the NAWA Beneficiary Manual (tables in points 6.9.14 and 6.9.15), the call for applications for participation in the programme no. 14/2025 and in the Annex to the PROM programme regulations.
 2. scholarships for project participants paid in accordance with the rates specified in the announcement of the call for applications for participation in the program No. 14/2025 and in Annex 1 to these Regulations.The institution will ensure that the direct provision of services referred to above meets appropriate quality and safety standards.
- 3.3 The Participant certifies that for the period of funding specified in this Agreement he/she has not received any other funding from European Union funds to cover similar costs.

ARTICLE 4 – ELIGIBILITY OF COSTS

- 4.1 To be eligible, costs must be actually used or generated by the participant during the period specified in Article 2 and/or be necessary for the implementation of the mobility activity. Costs must be in line with applicable national law on tax, labour and social security.
- 4.2 The Participant may not claim reimbursement for currency exchange losses or banking fees charged by the Participant's bank for transfers from the Sending Institution.

ARTICLE 5 – PAYMENT TERMS

- 5.1 Payment of the grant will be made no later than 7 days before the start of mobility for Rzeszów participants going to foreign universities and on the first day of mobility for participants coming to Rzeszów at foreign universities.
- 5.2 For Rzeszów participants traveling to universities abroad, payment will be made by bank transfer to the participant's designated bank account. For participants arriving at Rzeszów, payment will be made on the first day of mobility (a business day) by cash withdrawal at a Bank PEKAO SA branch.

ARTICLE 6 – RETURN OF FINANCIAL SUPPORT



6.1 The Institution will request the Participant to return the financial support or part thereof if the Participant fails to comply with the terms of the Agreement. If the Participant terminates the Agreement before its expiry, they will be required to return the amount of financial support already received, unless otherwise agreed with the Institution. The latter requires the Institution to submit the financial support to NAWA for approval.

ARTICLE 7 – INSURANCE

- 7.1 The Participant will have appropriate insurance against medical expenses and accidents (EHIC and additional EURO26, ISIC or other)
- 7.2 Optional: liability insurance (covering damage caused by the Participant).
- 7.3 It is recommended that the Participant registers on the Odyseusz website operated by the Ministry of Foreign Affairs .

7.4 A person planning a trip abroad should follow the announcements of the Ministry of Foreign Affairs, Ministry of Health, Chief Sanitary Inspector and current information on the country's websites destination and place of studies or internship abroad .

7.5 The party responsible for insurance coverage is the Participant.

ARTICLE 8 – INDIVIDUAL MOBILITY PARTICIPANT REPORT

- 8.1. Each Participant is obliged to settle the mobility within 14 days of its completion by submitting a certificate confirming the completion of the mobility along with a description of the acquired competences/qualifications, completing the NAWA evaluation questionnaire and submitting the documents required by the internal regulations of the National Research Institute for the settlement of business trips (e.g. business trip order), if applicable.
- 8.2. Confirmation of the acquisition of competences/qualifications is based on a certificate, the template of which is attached as Appendix 3 to these Regulations, prepared in accordance with the NAWA template. Verification of acquired competences/qualifications will take place in the form of an interview before the Learning Outcomes Evaluation Committee, no later than 30 days after the end of the mobility period.

ARTICLE 9 - ETHICS AND VALUES

9.1 Ethics: The mobility activity must be carried out in accordance with the highest ethical standards and applicable EU, international and national law on ethical principles.

9.2 Values: The participant must commit to and ensure respect for the fundamental values of the EU (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including minority rights).

ARTICLE 10 – PERSONAL DATA PROTECTION

1. Personal data controller: **Rzeszów University of Technology named after Ignacy Łukasiewicz** , with its registered office at al. Powstańców Warszawy 12, 35-959 Rzeszów, e-mail address: kancelaria@prz.edu.pl .
2. Contact details of **the Data Protection Supervisor** : tel. 17 865 1775, e-mail: iod@prz.edu.pl .
3. Personal data of the mobility program participant :
 - a) in the case of **students and doctoral students of Rzeszów University of Technology traveling abroad** , they will be processed for the purpose of:
 - performance of a financial contract – pursuant to Article 6(1)(b) of the GDPR (processing is necessary for the performance of a contract to which the data subject is a party or to take steps at the request of the data subject before concluding a contract),
 - documenting participation in a mobility program as an element of the teaching process – pursuant to Article 6(1)(c) of the GDPR in connection with the Act of 20 July 2018 – Law on Higher Education and Science;



- enabling participation in a mobility programme and handling this process – pursuant to Article 6(1)(e) of the GDPR (processing is necessary to perform a task carried out in the public interest) in connection with the Act of 20 July 2018 – Law on Higher Education and Science;

b) in the case of **Rzeszów University of Technology employees traveling abroad**, they will be processed for the purpose of:

- performance of a financial contract – pursuant to Article 6(1)(b) of the GDPR (processing is necessary for the performance of a contract to which the data subject is a party or to take steps at the request of the data subject before concluding a contract),
- enabling participation in the mobility program and handling this process – pursuant to Article 6(1)(e) of the GDPR (processing is necessary for the performance of a task carried out in the public interest) in connection with the Act of 20 July 2018 – Law on Higher Education and Science and the Acts of 26 June 1974 – the Labor Code;

c) in the case of **participants coming to Rzeszów University of Technology from abroad**, they will be processed for the purpose of:

- performance of a financial contract – pursuant to Article 6(1)(b) of the GDPR (processing is necessary for the performance of a contract to which the data subject is a party or to take steps at the request of the data subject before concluding a contract),
- enabling participation in the mobility programme and handling this process – pursuant to Article 6(1)(e) of the GDPR (processing is necessary for the performance of a task carried out in the public interest) in connection with the Act of 20 July 2018 – Law on Higher Education and Science.

4. For mobility program participants coming to Rzeszów University of Technology from abroad, personal data including name, position, university, and email address come from the sending partner university. The remaining personal data are collected directly from the mobility program participant.

5. The recipient of personal data will be the partner university receiving/sending the mobility program participant.

If you are "arriving from" or "departing to" a partner university located in Georgia, please be advised that Georgia is a third country outside the EEA. The European Commission has not issued a decision for this country determining an adequate level of personal data protection.

6. The recipients of data may also be the National Agency for Academic Exchange (NAWA) and other entities indicated by the European Commission or NAWA, to the extent necessary to carry out an audit of the mobility programme.

7. Personal data is necessary to participate in the mobility program and conclude the financial agreement. Refusal to provide it will result in ineligibility to participate in the program.

8. Personal data will be processed for the period necessary to implement the financial agreement, as well as to store mobility program documentation (including financial and accounting documentation) in accordance with applicable law, and then personal data will be stored for the period of archiving project documentation based on the University's internal regulations, i.e. for a period of 15 years.

9. the mobility program is entitled to:

- the right to request from the controller access to personal data, their rectification, erasure or restriction of processing, as well as the right to object to the processing and the right to transfer data, to the extent permitted by the provisions of Articles 15-21 of the GDPR,
- the right to lodge a complaint with the supervisory authority (i.e. the President of the Personal Data Protection Office).

10. Personal data will not be subject to automated decision-making processes (including profiling).

ARTICLE 11 – TERMINATION OF THE CONTRACT

11.1 The Agreement may be terminated by either party in the event of circumstances that make the performance of the Agreement impracticable, impossible or excessively difficult.



11.2 In the event of termination of the Agreement due to force majeure (Article 14), the Participant will be entitled to at least the amount of the grant corresponding to the actual duration of the mobility. Any remaining funds will have to be reimbursed.

11.3 In the event of a serious breach of obligations or if the Participant has committed irregularities, fraud, corruption or is involved in a criminal organisation, money laundering, terrorism-related offences (including terrorist financing), child labour or human trafficking, the Institution may terminate the Agreement with immediate effect.

11.4 The Institution reserves the right to initiate legal proceedings if the requested refund is not voluntarily made within the time limit communicated to the Participant by registered mail.

11.5 Termination of the Agreement will take effect on the date specified in the notice; "termination date".

11.6 The Participant may not claim compensation for termination of the Agreement by the Institution.

ARTICLE 12 – CONTROLS AND AUDITS

12.1 The Parties to the Agreement undertake to provide all detailed information required by the European Commission, NAWA or any other external body authorised to verify that the mobility period and the provisions of the Agreement are being implemented in an appropriate manner.

12.2 Any irregularity in connection with the Contract may result in the measures set out in Article 6 or further legal action in accordance with applicable national law.

ARTICLE 13 – DAMAGES

13.1 Each party to this agreement shall indemnify the other party against any civil liability for damages suffered by it or its personnel as a result of the performance of this agreement, provided that such damages are not due to wilful misconduct or gross negligence.

13.2 NAWA, the European Commission or their staff will not be liable to the participant in the event of any claims arising from the performance of this agreement relating to any damage caused during the mobility period. Consequently, NAWA or the European Commission will not consider any claims for compensation or reimbursement accompanying such claims.

ARTICLE 14 – FORCE MAJEURE

14.1 A party that is prevented from fulfilling its obligations under the Agreement by force majeure cannot be deemed to be in breach of those obligations.

14.2 "Force Majeure" means any situation or event that:

- prevents either party from fulfilling its obligations under the Agreement,
- was unpredictable, exceptional and beyond the control of the parties,
- was not caused by error or negligence on their part (or on the part of other entities participating in the action) and
- turned out to be unavoidable despite due diligence.

14.3 Any situation constituting force majeure must be formally notified to the other party without delay, specifying its nature, probable duration and foreseeable effects.

14.4 The parties must immediately take all necessary steps to limit any damage caused by force majeure and make every effort to resume performance as soon as possible.

ARTICLE 15 – APPLICABLE LAW AND JURISDICTION

15.1 This contract is subject to Polish law.

15.2 In the event of a dispute between the Institution and the Participant regarding the interpretation, implementation or validity of this agreement – if it cannot be resolved amicably – the exclusive competence to resolve the dispute lies with the competent common court in the territory of the Republic of Poland, in accordance with Polish law.

ARTICLE 16 – ENTRY INTO FORCE

The Agreement comes into effect on the date of its signing by the last of the parties.

SIGNATURES



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For the Participant

For the Institution