

FINANCIAL AGREEMENT NO.:
MOBILITY PROJECTS IN HIGHER EDUCATION
SCHOLARSHIP AND TRAINING FUND

PROJECT SUPPORTED BY A GRANT FROM THE EEA FINANCIAL MECHANISM AND NORWEGIAN FINANCIAL MECHANISM 2009-2014 AND
BY POLISH FUNDS

Document number: **FSS/2013/MOB/U/xxxx**

concluded between:

The Foundation for the Development of the Education System – Programme Operator of the Scholarship and Training Fund seated in Warsaw, ul. Mokotowska 43, KRS 000024777, TIN 526-10-00-645, hereinafter referred to as the **Programme Operator**, represented by its legal representatives indicated in the Statute of the Foundation for the Development of the Education System

And

Project Promoter's name:

Address:

Post code and locality:

TIN (Tax Payer's Identification Number):

Represented by:

hereinafter referred to as a the **Project Promoter**.

The parties have agreed the **Special and General Conditions** and **Annexes listed below:**

- Annex I** Application Form with Annexes
- Annex II** Interim and Completion Report Forms and Payment claim Form
- Annex III** An Inter-institutional Agreement sample between the Project Promoter and the Partner Institution **holding or not holding** an Erasmus University Charter
- Annex IV** Arrangements between the Project Promoter and individual participants
 - a)** Students
 - Annex IV.1** Sample agreement with student (minimum requirements)
 - Annex IV.2** Sample Learning Agreement
 - Annex IV.3** Sample Training Agreement and Quality Commitment
 - Annex IV.4** Erasmus Student Charter
 - Annex IV.5** Ex-ante and ex-post evaluation questionnaires
 - b)** Staff
 - Annex IV.5** Sample agreement (minimum requirements)
 - Annex IV.6** Individual Teaching Programme (minimum requirements – carrying out teaching assignments)
 - Annex IV.7** Individual Training Programme (minimum requirements – undergoing training or job shadowing)
 - Annex IV.8** Ex-ante and ex-post evaluation questionnaires
- Annex V** Card of Changes

- Annex VI** Guide for Applicants
Annex VII Administrative and Financial Guide for Project Promoters
Annex VIII Sample confirmation of funds receipt

which form an integral part of this agreement (the Agreement).

The General Conditions and Annexes from II to VIII have been published on www.fss.org.pl.

The Project Promoter hereby declares that it has taken note of the above General Conditions and Annexes published on the website, accepts that they constitute an integral part of this Agreement and acknowledges the terms and conditions of this Agreement resulting from them.

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

The terms set out in the General Conditions shall take precedence over those in the Annexes.

SPECIAL CONDITIONS

ARTICLE I.1 – LEGAL FRAMEWORK OF THE AGREEMENT

The Agreement shall be executed in accordance with the following documents:

- Memorandum of Understanding on the implementation of the EEA Financial Mechanism 2009-14 concluded by Iceland, the Principality of Liechtenstein and the Kingdom of Norway and the Republic of Poland, signed on 17 June 2011, together with annexes;
- Memorandum of Understanding on the implementation of the Norwegian Financial Mechanism 2009-14 between the Kingdom of Norway and the Republic of Poland, signed on 10 June 2011, together with annexes;
- Regulations on the implementation of the European Economic Area (EEA) Financial Mechanism 2009-2014, together with annexes adopted on 13 January 2011 by the Financial Mechanism Committee (FMC) in accordance with Art. 8.8 of the Protocol 38b to the EEA Agreement, and approved on 18 January 2011 by the Standing Committee of the EFTA States, as amended, hereinafter called “the Regulations”;
- Regulations on the implementation of the Norwegian Financial Mechanism 2009-2014, together with annexes adopted on 11 February 2011 by the Norwegian Ministry of Foreign Affairs (NMFA) in accordance with Art. 8.8 of the Agreement between the Kingdom of Norway and the European Union on the Norwegian Financial Mechanism for the period 2009-2014 as amended, hereinafter called “the Regulations”;
- Any guidelines referring to the Programme implementation adopted by the Programme Operator, Ministry of Regional Development for the EEA Grants and Norway Grants 2009-14, or the FMC/NMFA, including: the Guidelines for Strengthened Bilateral Relations and the Guidelines for Calls for Proposals;
- Communication and Design Manual.

The Project Promoter declares that it has taken note of the above documents, published on www.fss.org.pl and that it acknowledges the terms and conditions of the Agreement resulting from them.

ARTICLE 1.2 – PURPOSE OF THE CO-FINANCING

- 1.2.1 The Programme Operator has decided to award the Project Promoter a co-financing for the implementation of Mobility Project –in Higher Education, hereinafter referred to as the measure, under the Scholarship and Training Fund programme.
- 1.2.2 This Agreement has been concluded on the basis of the Agreement of 14 December 2012 on the implementation of the Scholarship and Training Fund programme as part of the EEA Financial Mechanism 2009-2014 and the Norwegian Financial Mechanism 2009-2014, between the Ministry of Regional Development, which performs the function of a National Focal Point, and the Programme Operator.
- 1.2.3 The Project Promoter accepts the co-financing under the terms and conditions set out in the Agreement, and undertakes to do everything in his power to carry out the measure as described in Annex 1 except in the case of occurrence of force majeure¹.

ARTICLE 1.3 – DURATION AND ELIGIBILITY OF THE MEASURE AND AGREEMENT COSTS

- 1.3.1 The Agreement shall become effective on the date when the last of the two parties signs it.
- 1.3.2 The measure shall begin on **yyyy-mm-dd** and shall end on **yyyy-mm-dd**. Any activities taken and expenses incurred beyond these dates shall be deemed as ineligible and shall not be reimbursed.

ARTICLE 1.4 – CO-FINANCING OF THE MEASURE

- 1.4.1 The Programme Operator shall co-finance the measure up to the maximum amount, which does not exceed ... **PLN** and which includes:

(a) Co-financing for participants without special needs (to and from the Donor States)

Participants/exchanges	Exchanges with Norway		Exchanges with Iceland		Exchanges with Liechtenstein	
	Number	Amount	Number	Amount	Number	Amount
Outgoing Polish students		PLN		PLN		PLN
Incoming students		PLN		PLN		PLN
Outgoing Polish staff		PLN		PLN		PLN
Incoming staff		PLN		PLN		PLN
Total		PLN		PLN		PLN

(b) Co-financing for participants holding disability certificates (to and from the Donor States)

Participants/exchanges	Exchanges with Norway		Exchanges with Iceland		Exchanges with Liechtenstein	
	Number	Amount	Number	Amount	Number	Amount
Outgoing Polish students		PLN		PLN		PLN
Incoming students		PLN		PLN		PLN
Outgoing Polish staff		PLN		PLN		PLN
Incoming staff		PLN		PLN		PLN
Total		PLN		PLN		PLN

¹ Force majeure shall mean any unforeseeable exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations under this Agreement, was not attributable to error or negligence on their part, and proves insurmountable in spite of all due diligence. Defects in equipment or material or delays in making them available (unless due to force majeure), labour disputes, strikes or financial difficulties cannot be invoked as force majeure by the defaulting party.

In accordance with the calculation rules set out in Annex VI, tables (a) and (b) show the total number and amounts of maximum co-financing as lumps sums for each of the four categories of exchanges listed in the Agreement.

The above amounts, originating from the budget approved by the Programme Operator and applied for in the Application Form, have been converted from EUR using The European Commission's average monthly InforEuro conversion rate of March 2013, **EUR 1 = PLN 4.1648**, that is of the month of the 2013 call for proposals under Mobility Projects in Higher Education as part of the Scholarship and Training Fund.

The Programme Operator allows for a possibility of changing the total number of exchanges in each of the above four categories of total amounts without the necessity of notifying the Programme Operator without delay of such changes. They need neither the Programme Operator's approval nor signing an additional annex to this Agreement. However, they shall be documented by the Project Promoter in the relevant reports as stipulated in this Agreement.

I.4.2 The final co-financing amount, including those for the above four exchange categories with the three above mentioned States, shall be finally determined by the Programme Operator on the basis of the Completion Report appraisal, in accordance with Article I.5.8.

If the total amount spent on exchanges with Norway is less than 40% of the co-financing amount finally approved on the basis of the Completion Report, the costs of exchanges with the remaining States shall be reduced to 60% of the final co-financing amount and their excess shall be regarded as an ineligible cost subject to repayment on the Programme Operator's demand.

I.4.3 Transfers between individual budget items, described in Art. I.4.1, are not permitted without the Programme Operator's prior consent.

I.4.4 The Project Promoter shall cover any other costs related to the measure.

ARTICLE I.5 – PAYMENT ARRANGEMENTS

I.5.1. The co-financing is provided in accordance with the Act of 27 August 2009 on public finance (O.J. of 2009 No. 157, item 1240, as amended) and regulation of the Minister of Finance of 17 December 2009 on payments under programmes financed by European funds and on providing information concerning such payments.

I.5.2 Any payment, including advance payments and partial or balance payments under this Agreement shall be effected in 4 instalments by Bank Gospodarstwa Krajowego (BGK). Advance payments in four instalments result from the financing of Mobility Projects in Higher Education from different sources and from the BGK's rules for servicing aid funds.

I.5.3 The co-financing shall be paid providing there are funds available in the BGK account. The Project Promoter is not entitled to compensation if BGK delays or fails to effect payment of the co-financing as a result of failure of the minister in charge of public funds to transfer funds to the relevant account run in the BGK or as a result of non-performance or inappropriate performance of requirements resulting from this Agreement.

- I.5.4 The day of submitting a payment order to BGK by the Programme Operator shall be regarded as the date of effecting the payment described in Art. I.5.2. BGK shall effect the payment in accordance with its European funds payment schedule posted on BGK's webpage².
- I.5.5 The Project Promoter shall not independently reimburse any funds not used. If reimbursement is necessary, it shall be done solely on the Programme Operator's written demand and solely in the time and into the account indicated by the Programme Operator.
- I.5.6 Advance payments

Within 45 calendar days of the later of the dates listed below:

- the Agreement becoming effective,
- obtaining a bank guarantee (if applicable)

on the strength of Articles I.5.2 and I.5.4 the Project Promoter shall be paid an advance payment amounting to ... **PLN**, representing **50%** of the total maximum co-financing amount stipulated in Article I.4.1 of the Agreement.

The second advance payment claim can be made after the Project Promoter has documented the spending of at least 70% of the first advance payment.

Despite the Project Promoter's lodging an appropriate payment claim to obtain another advance payment, the Programme Operator may suspend that payment, should the Project Promoter fail to clear its Interim Reports within the deadlines stipulated in Article I.5.7.

I.5.7. Reporting – Interim Reports

By **15.11.2013** the Project Promoter shall submit **the first Interim Report** and by **15.04.2014** **the second Interim Report**, in accordance with the sample shown in Annex II. All amounts in Interim Reports are to be quoted in PLN.

On condition that the requirements of Article I.5.6 are satisfied, when submitting an Interim Report the Project Promoter can apply for another advance payment using the payment claim form, which forms a part of the report.

The Programme Operator has to approve or reject the Interim Report with or without a payment claim within 45 calendar days of its receipt.

This time limit shall be suspended, if the Programme Operator requests additional documents or/and explanations from the Project Promoter. Should this be the case, the Project Promoter shall submit the additional documents or/and explanations within 10 calendar days of receipt of the request.

I.5.8. Reporting – Completion Report

Within 1 month of completing the measure described in Article I.3.2, that is by **yyyy-mm-dd**, the Project Promoter shall send the Completion Report to the Programme Operator, in

²BGK's payment schedule has been published on www.fss.org.pl

accordance with the sample shown in Annex II. All amounts in Completion Reports are to be quoted in PLN.

Should the Project Promoter fail to submit the Completion Report on time, the Programme Operator shall send a formal request for its submission within 5 calendar days of the required submission date, indicating another date for its submission. Should the report fail to be submitted on that date, the Programme Operator shall send within 5 calendar days of the another required submission date by registered mail an official notification containing information about the termination of the Agreement accompanied by a request for repayment of the total amount of the advance payments released.

Within 45 calendar days of receipt of the Completion Report, the Programme Operator shall approve or reject it together with any documents enclosed with it. The above time limit shall be suspended if the Programme Operator requests additional documents or/and explanations from the Project Promoter. Should this be the case, the Project Promoter shall submit the documents required by the Programme Operator or/and explanations within 10 calendar days of receipt of the request.

Within 10 working days of approving the Completion Report, the Programme Operator shall notify the Project Promoter in writing of the final co-financing amount approved by the Programme Operator on the basis of the Completion Report. Within 10 working days of posting the above mentioned notification the Operator shall make out a balance payment order in accordance with Articles I.5.2 and I.5.4 or issue a request for repayment of the amount due to the Operator.

Within 10 calendar days of receipt of the notification of the final co-financing amount approved for clearing or, if no notification be made, of the date of the balance payment being credited to the Project Promoter's bank account, the Project Promoter may request written information about the way of calculating the final co-financing amount and should it deem it necessary, it may appeal against the Operator's decision regarding the appraisal. No appeal lodged outside this time limit shall be considered. Within 21 calendar days of receipt of the above mentioned appeal the Programme Operator shall reply to the Project Promoter giving reasons for its decision.

ARTICLE I.6 – BANK ACCOUNT

I.6.1 The Project Promoter is obliged to run a separate bank account for the needs of the project, subject to national regulations on accounting.

I.6.2 Payments under this Agreement shall be transferred by the Operator in PLN into the Project Promoter's bank account shown below and run in PLN, in accordance with the rules set out in Article I.5.2 and I.5.4:

Bank name:

Exact name of the bank account holder:

Full account number:

I.6.3 The Project Promoter shall ensure appropriate fund transfers to students and staff members as well as to partner HEIs on the basis of documents and rules set out in the Annexes to this Agreement.

- I.6.4 The Project Promoter acknowledges that all Mobility Projects in Higher Education payments must be made from the above bank account. Should the funds on the project account be exhausted, then in order to ensure financial liquidity in this account the Project Promoter shall add its own funds to the account and then shall reclaim the relevant amount after receiving another advance payment from the Programme Operator.
- I.6.5 On the Programme Operator's request, the Project Promoter is obliged to return interest generated in the above mentioned bank account. Reimbursement of the interest shall take place solely on the Operator's request and within the time limit and into the bank account indicated by it.

ARTICLE I.7 – GENERAL ADMINISTRATIVE PROVISIONS

- I.7.1 Any communication in relation to this Agreement shall be in writing, quoting the Agreement number, and shall be sent to the addresses specified on the front page of the Agreement by registered mail or in other equivalent form.
- I.7.2 The co-financing does not cover the costs of withdrawal. If the Project Promoter withdraws after signing the Agreement for reasons other than "force majeure", it shall cover from its own funds any costs related to the withdrawal.

ARTICLE I.8 – APPLICABLE LAWS AND COMPETENT COURTS

The co-financing is governed by the terms of the Agreement and by the law of the European Union and of Poland, in accordance with the principle of subsidiarity. Both the Operator and the Project Promoter may take legal proceedings regarding decisions made by the other party concerning the application of the Agreement provisions and the arrangements for its execution before a court with local jurisdiction for the Programme Operator's seat.

ARTICLE I.9 – DATA PROTECTION

- I.9.1 All personal data contained in the Agreement shall be processed in accordance with the Act of 29 August 1997 on personal data protection (O.J. of 2002 No. 101, item 926, as amended).
- I.9.2 Personal data obtained as a result of the execution of this Agreement shall be processed solely in connection with the implementation of the Agreement and the dissemination of results obtained following its completion by the Programme Operator, National Focal Point and the Financial Mechanism Office. Data may be shared with bodies responsible for inspections and auditing.
- I.9.3 The Project Promoter may, following a written request, gain access to its personal data and amend any information that is inaccurate or incomplete. The Project Promoter should address any questions regarding the processing of its personal data to the Programme Operator. The Project Promoter may lodge a complaint against the processing of its personal data with the General Inspector for the Protection of Personal Data or to the European Data Protection Supervisor.

ARTICLE I.10 – OTHER SPECIAL CONDITIONS

- I.10.1 The Project Promoter is obliged to keep separate accounts or a relevant accounting code for all transactions related to the project, subject to national regulations on accounting.

- I.10.2 The Project Promoter is obliged to fulfil a requirement contained in the Guide for Applicants which provides that the same activity may not obtain co-financing from other means coming from Norway and/or EEA funds and from another budget, including the national one. In the case of failure to fulfil this requirement, the Programme Operator reserves the right to terminate the Agreement under Article II.9.2 (g) and to recover all advance payments already effected.
- I.10.3 The Project Promoter is obliged to publish information about any funds received from the Scholarship and Training Fund in all released documents, materials produced and in each declaration or interview held. This information should be worded as follows: "Project supported by a grant from Iceland, Liechtenstein and Norway through the EEA Grants and Norway Grants and by the Polish funds". Funding information must be accompanied by an official disclaimer that the author (the Project Promoter) is solely responsible for the contents of the publication.
- I.10.4 The Project Promoter shall run promotional activities in accordance with requirements relating to information and promotion, set out in the documents listed in Article I.1 and in the Annexes to this Agreement.
- I.10.5 In accordance with Article 6.8 of the Regulations on the implementation of the EEA Financial Mechanism and Norwegian Financial Mechanism 2009-2014, before the commencement of an exchange, the Project Promoter is obliged to sign and send to the Programme Operator for approval an Agreement on Interinstitutional Partnership with each institution hosting individual participants before the commencement of the exchanges.
- I.10.6 This Agreement has been drawn up in duplicate, one copy for the Project Promoter and one for the Programme Operator. The Project Promoter undertakes to return two copies of this Agreement, signed by its legal representative, not later than 30 calendar days from the receipt of the notification of them being prepared in the online system. If the Programme Operator receives no signed copies of the Agreement within the time limit, the Programme Operator reserves the right to withdraw from concluding the Agreement.

Signatures

For the Project Promoter:

For the Programme Operator - legal representative
indicated in the Statute of the FRSE:

Place and date:

Place and date:

The Project Promoter's Seal:

FRSE's seal: