

Appendix 7 to the Regulations for participation in the project implemented by Lodz University of Technology
under the SPINAKER programme
Let's CHAOS

AGREEMENT NUMBER 2026/SPINAKER/....

between:

Lodz University of Technology, 116 Żeromskiego Street, 90-924 Łódź, hereinafter referred to as the “University”, represented by, being the Beneficiary in the Agreement for the implementation and financing of the project (the Let's CHAOS project) under the SPINAKER Programme (hereinafter referred to as the Programme), concluded with the National Agency for Academic Exchange, hereinafter referred to as the “Agreement with the University” and

Ms/Mr, PESEL number/passport number, address of residence hereinafter referred to as the “Project Participant”.

The Parties have agreed the following terms of the Agreement

§ 1 Subject-matter of the Agreement

1. The Parties have agreed to jointly implement activities under the SPINAKER Programme – international education programmes – in accordance with the provisions of the agreement concluded with the Polish National Agency for Academic Exchange (NAWA), agreement No. BPI/SPI/2024/1/00030/U/00001. The Programme is co-financed by the European Union within the framework of the NAWA project entitled “Support for the creation and implementation of international education programmes”, project No. FERS.01.05-IP.08-0436/23.
2. The Project Participant declares and confirms that he/she has read the Programme documentation and the obligations imposed on him/her in the Agreement with the University and the documents listed therein and accepts them.
3. The University will provide the Project Participant with co-financing for implementing a participation in the IMPK and an onside mobility at TUL, hereinafter referred to as the Action.
4. The Project Participant accepts co-financing and undertakes to implement the Action referred to in paragraph 3.
5. The Project Participant declares that he/she 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 onand will end on

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§ 3 Co-financing of the Action

1. Co-financing of the costs associated with the Action shall be **PLN**....., in words
The above amount consists of:
 - a a flat rate for travel in the amount of
 - b a flat rate for subsistence and accommodation costs in the amount of **2100 PLN** (for 5 days onsite + 2 days of travel)
 - c the scholarship in the amount of
2. The Project Participant is obliged to complete the University evaluation survey within the time limit and on the terms set out by the Project Office.
3. The Project Office will prepare the Financial Settlement of the mobility (Appendix 1 to the Agreement) after the completion of the mobility at TUL.

§ 4 Payments to the Project Participant

1. Upon the arrival of the Project Participant to the University a payment amounting to PLN will be ordered to be made to the Project Participant in the manner prescribed by the University's regulations.
2. The remaining amount of the funds shall be paid to the Project Participant within 10 working days after the completion of the Programme and upon confirmation of the achieved learning outcomes.
3. If the amount of funds transferred to the Project Participant in accordance with § 4 paragraph 1 exceeds the amount due shown in the Financial Settlement of the mobility, the Project Participant is obliged to return the amount constituting the difference between the amount paid to him and the amount due within 10 working days after the request form the University. The funds returned by the Project Participant referred to in the previous sentence constitute the unused funds within the meaning of the Agreement with the University.
4. **If applicable** – 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:
SWIFT number:

§ 5 Personal data

The Project Participant, by concluding this Agreement, is obliged to submit the Participant's Form in the NAWA ICT system together with the declarations regarding personal data and then to submit

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the generated document to the Project Office. The activation link to the form will be provided to the Project Participant by the Project Office. Failure to submit the form and declarations by the Project Participant shall constitute the basis for the withdrawal by the University from this Agreement.

§ 6 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 resolved in accordance with the Polish legislation. The court competent for the settlement of any disputes shall be the court competent for the University.

§ 7 Copyrights

1. The Project Participant is obliged that all works, the results of creative and scientific work produced within the Project, the characteristics of which indicate that they may be subject to copyright protection, will be made available under an open licence of the Creative Commons¹ type.
2. The Project Participant shall allow others to copy and distribute works created within the Project provided that:

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- a) the work is used solely for non-commercial purposes, and
 - b) the work remains in its original form, without modification, processing or creation of new derivative works.

§ 8 Force Majeure

1. The Parties are released from liability for failure to fulfil their obligations under the Agreement due to force majeure.
2. Force majeure is understood as an event or combination of independent events from the Participant of the Project that prevent or seriously hinder the performance of his/her obligations under the Agreement, which the Project Participant could not have foreseen and could not prevent and overcome by acting with due diligence.
3. The Party may only invoke force majeure if he/she immediately, but not later than within 3 days, notifies another Party in writing of the occurrence of force majeure (together with a description

¹ <https://creativecommons.org>

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of the situation or event), the expected duration of the force majeure and the estimated consequences of the force majeure.

4. The Parties are obliged to take the necessary measures to limit the damage caused by force majeure and to make every effort to resume the implementation of the Agreement as soon as possible.
5. In order to limit the damage caused by force majeure, the Project Participant undertakes to purchase airline tickets with the possibility of their return or change of date at no cost, book a stay at the place of implementing the Action with the possibility of its cancellation at no cost, etc.
6. In the event of force majeure preventing the mobility in accordance with the Agreement, the Project Participant bearing the costs related to the implementation of the Action is obliged to provide the Project Office with confirmations of the actually incurred expenses and all information and documents confirming the occurrence of force majeure and information on remedial measures taken by the Project Participant. The method of documenting the indicated costs and information is agreed by the Participant with the Project Office.
7. In the event of force majeure preventing the mobility in accordance with the Agreement, eligible costs incurred by the Project Participant are only costs that cannot be recovered, despite attempts made by the Project Participant to recover them.
8. The final decision to recognize the expenses incurred by the Project Participant pursuant to §8 paragraph 6 for eligible costs is undertaken by NAWA.

§ 9 Final conditions

1. In matters not covered by this Agreement, the Regulations for participation in the project implemented by Lodz University of Technology under the SPINAKER programme shall apply.
2. The court with jurisdiction to resolve any disputes arising from this Agreement will be the court competent for the University.
3. This Agreement has been drawn up in two identical copies, one for each Party.

Project Participant

.....
Name and surname

.....

For the University

.....
Name and surname

.....



European Funds
for Social Development



Republic
of Poland

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Place and date

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The list of appendices to the Agreement:

1. Template of the certificate
2. Financial settlement of the mobility

