

Appendix 5 to the Regulations for Participation in the EUREKA Project Implemented by Lodz University of Technology and Partners Universities under the NAWA SPINAKEK Programme

**AGREEMENT NUMBER .....**

between:

**Lodz University of Technology, 116 Żeromskiego Street, 90-924 Lodz**, hereinafter referred to as the “University”, represented by ....., acting as the Beneficiary under the Agreement for the implementation and financing of the **EUREKA project - Global Challenges, Local Solutions: Shaping Future Leaders through Knowledge and Innovation**, carried out within the SPINAKEK programme financed by the European Fund for Social Development 2021–2027 (FERS), as part of the NAWA project entitled “*Support for the creation and implementation of international education programs*”, 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 University, as the Beneficiary of the EUREKA project, undertakes to organize and implement the **Intensive International Education Program (IIEP)** titled “**The Europe Ready Challenge**” (hereinafter referred to as the Action).
2. The Project Participant undertakes to participate in the Action in accordance with the provisions of this Agreement.
3. The EUREKA project and the Action are implemented in cooperation with partner universities: **Avantika University (India), Universiti Malaysia Perlis, and Papua New Guinea University of Technology**.
4. The Action comprises **150 hours of educational activities** delivered in a blended learning format, including online sessions and a **three-week program in Łódź from May 11, 2026, to May 29, 2026**.

The online sessions will be scheduled at a later stage, and the Project Participant will be informed in advance of the exact dates and times.

5. The Project Participant declares and confirms that they have read the Program documentation and the obligations imposed under the Agreement with the University and related documents, and accept them.
6. The University shall provide the Project Participant from the partner university with funding for participation in the Action.
7. The Project Participant declares that they have read and accept the terms of this Agreement.
8. Any amendments to this Agreement must be made in writing under penalty of nullity.

Appendix 5 to the Regulations for Participation in the EUREKA Project Implemented by Lodz University of Technology and Partners Universities under the NAWA SPINAKER Programme

## §2 Duration of the Agreement

1. This Agreement shall enter into force on the date of its conclusion, i.e., upon signature by the last Party.
2. The Action shall commence on ..... and conclude on .....

## § 3 Co-financing of the Action

Co-financing of the costs associated with the Action awarded to the Participant from the partner university shall be **PLN**....., in words ..... The above amount consists of:

a flat rate for travel in the amount of **PLN**.....

a flat rate for subsistence and accommodation costs in the amount of **PLN**.....

the scholarship in the amount of **PLN**.....

Funding may be reduced by the applicable social and health insurance contributions.

## § 4 Payments to the Project Participant from the Partner University

1. Within 10 working days from the entry of the Agreement into force, the University will issue a payment amounting to PLN..... to the Project Participant from the partner university. **or** Upon arrival of the Project Participant to the University, the University will issue a payment amounting to PLN..... to the Project Participant in the manner prescribed by the University's regulations.
2. In the remaining scope, the University will pay the Project Participant from the partner university funds within 10 working days after the University has accepted the documents referred to in § 6 paragraph 11, 16 and 17 in the *Regulations for Participation in the EUREKA project Implemented by Lodz University of Technology under the NAWA SPINAKER Programme*, in the amount resulting from the Financial Settlement of the mobility constituting Appendix 7 to these Regulations.
3. If the amount of funds transferred to the Project Participant from the partner university 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. 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: .....

Appendix 5 to the Regulations for Participation in the EUREKA Project Implemented by Lodz University of Technology and Partners Universities under the NAWA SPINAKER Programme

or

Payments shall be made in cash, in any branch of the PEKAO SA Bank.

5. The Participant from the partner university must return the funds if they:

- fail to complete the IIEP<sup>1</sup>;
- do not present the documents referred to in §6 paragraphs 11, 16 and 17 of the Regulations;
- do not submit the documents referred to in §8 paragraph 6 of the Regulations, or if NAWA does not recognize the costs incurred as eligible;
- receive double financing for subsistence, travel, or scholarship support;
- breaches the Agreement.

The refund must be made within 10 working days after receiving the notice from the University and must be transferred to the bank account of the University indicated by the Project Office.

### § 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 the generated PDF 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 to the Participant from the partner university 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 Creative Commons license - CC BY 4.0<sup>2</sup>.
2. The Project Participant shall allow others to copy and distribute works created within the Project provided that:
  - a) the work is used solely for non-commercial purposes, and

<sup>1</sup> Does not apply to cases of force majeure specified in §8 of the Regulations.

<sup>2</sup> <https://creativecommons.org/licenses/by/4.0/>



## Appendix 5 to the Regulations for Participation in the EUREKA Project Implemented by Lodz University of Technology and Partners Universities under the NAWA SPINAKER Programme

- b) the work remains in its original form, without modification, processing or creation of new derivative works.
- 3. The Project Participant declares that all works made available under the CC BY 4.0 license are their own original creations and that they hold full copyright to these works.
- 4. The Project Participant further declares that the works do not have any legal defects, encumbrances, or third-party claims that could limit or prevent their lawful use under the terms of the CC BY 4.0 license.

### § 8 Data Protection

1. Pursuant to Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the 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 repealing Directive 95/46/EC (General Data Protection Regulation), Journal of Laws EU.L.2016.119.1, the International Cooperation Centre informs that:
  - a) The administrator of the Participant's personal data is Lodz University of Technology, address: Zeromskiego 116, 90-924 Lodz.
  - b) The administrator has appointed a data protection officer, e-mail contact: [iod@adm.p.lodz.pl](mailto:iod@adm.p.lodz.pl), tel. 426312039.
  - c) The personal data of the Participant will be kept for the period necessary to fulfil the purpose of the processing, i.e. to carry out the Action implemented by Lodz University of Technology within the EUREKA project – Global Challenges, Local Solutions: Shaping Future Leaders through Knowledge and Innovation financed by the Polish National Agency for Academic Exchange, including for archiving.
  - d) The Participant has the right to request the administrator to access their personal data, rectify it, delete or limit processing, and the right to object to the processing, the right to transfer data.
  - e) The Participant has the right to lodge a complaint with the supervisory body, which in Poland is the President of the Personal Data Protection Office, address: Stawki 2, 00-193 Warsaw, when they consider that the processing of their personal data violates the provisions of the regulation indicated at the beginning.
  - f) Providing personal data by The Participant is a statutory requirement.
  - g) Decisions made with regard to The Participant and their personal data will not be made in an automated manner, including profiling.
  - h) Personal data of The Participant may be shared with NAWA and other institutions controlling the Project, including the correctness of the procedures for recruiting Participants to the Project.

### § 9 Force Majeure



Appendix 5 to the Regulations for Participation in the EUREKA Project Implemented by Lodz University of Technology and Partners Universities under the NAWA SPINAKER Programme

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 events beyond the Parties' control that prevents or seriously hinders the performance of obligations under the Agreement, which the Parties' could not have foreseen and could not prevent or prevented by acting with due diligence.
3. The Parties may invoke force majeure only if they immediately, but not later than within 3 working days, notify each other in writing of the occurrence including a description of the situation, expected duration, and estimated consequences.
4. The Parties undertake to take all necessary measures to limit damage caused by force majeure and to make every effort to resume implementation of the Agreement as soon as possible.
5. To mitigate potential losses, the Project Participant from the partner university should purchase airline tickets with free return or rescheduling options and book accommodation with free cancellation, where possible.
6. If force majeure prevents mobility, the Project Participant from the partner university must provide the Project Office with confirmation of actual expenses incurred, along with documents proving the occurrence of force majeure and remedial measures taken. The method of documenting these costs will be agreed with the Project Office.
7. Eligible costs incurred by the Project Participant from the partner university are only those that cannot be recovered despite reasonable attempts to do so
8. The final decision to recognize expenses as eligible under §8 paragraph 6 rests with NAWA.
9. To limit damage caused by force majeure, the University may issue additional decisions regarding specific rules for organizing, implementing, and settling mobility for the Participants from the partner universities.

### § 10 Final Conditions

1. In matters not covered by this Agreement, the *Regulations for Participation in the EUREKA project Implemented by Lodz University of Technology under the NAWA 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

Appendix 5 to the Regulations for Participation in the EUREKA Project Implemented by Lodz University of Technology and Partners Universities under the NAWA SPINAKER Programme

.....  
Place and date

.....  
Place and date