

Agreement on the conditions of participation in the Intensive International Education Programme

as a part of the project: “Education without borders for medical faculties at UJK”, agreement number: BPI/SPI/2024/1/00021/U/00001 - SPINAKER programme - Intensive International Education Programmes - Call 2024, implemented as part of the European Funds for Social Development 2021-2027 programme co-financed by the European Social Fund Plus

concluded on between:

name and surname

residence address

no. and type of document

hereinafter referred to as the "Participant"

and

Jan Kochanowski University of Kielce, ul. Żeromskiego 5, 25-549 Kielce

represented by

Prof. dr hab. Beata Wojciechowska - Rector

hereinafter referred to as the “University”.

§ 1

Contractual definitions

The terms used in the Agreement mean:

- 1) Project - the project entitled “Education without borders for medical faculties at UJK”, agreement number: BPI/SPI/2024/1/00021/U/00001 - SPINAKER programme - Intensive International Education Programmes - Call 2024, implemented as part of the European Funds for Social Development 2021-2027 programme co-financed by the European Social Fund Plus implemented by the Jan Kochanowski University of Kielce;
- 2) IMPK - Intensive International Education Programme implemented as part of the Project;
- 3) Project Regulations - Regulations of the Project entitled “Education without borders for medical faculties at UJK”, agreement number: BPI/SPI/2024/1/00021/U/00001 - SPINAKER programme - Intensive International Education Programmes - Call 2024, implemented as part of the European Funds for Social Development 2021-2027 programme co-financed by the European Social Fund Plus adopted by Ordinance No. 26/2026 of the Rector of Jan Kochanowski University of Kielce.

§ 2



Subject matter of the Agreement

1. The subject matter of the agreement is to define the terms and conditions of Participant's participation in the IMPK under the name carried out in the framework of the Project, taking place on
2. The IMPK referred to in § 2(1) lasts hours x days and takes place in the form of

§ 3

Representations of the Parties

1. The University declares that, in accordance with the Recruitment Regulations and the Disbursement of Funds Regulations:
 - 1) it has qualified the Participant to participate in the IMPK on the basis of the recruitment procedure conducted in accordance with the Recruitment Regulations;
 - 2) it will pay the Participant a lump sum for travel and subsistence costs within 30 days of fulfilling all conditions described in §7(4) of the Project Regulations and the scholarship for persons participating in the Project within 30 days of receiving the micro-certification from the IMPK, in accordance with the Disbursement of Funds Regulations. The Participant is authorised to inspect the travel settlement document with a summary of the rates applied; the University will make the payment to the account:

Name and surname of the recipient:

.....

Bank account number (IBAN):

.....

BIC/SWIFT code:

.....

Recipient's bank name:

.....

Country of operating the account:

.....



- 3) will implement the IMPK in accordance with the programme annexed to the Project Regulations;
 - 4) will provide the Participant with an opportunity to participate in the IMPK, ensuring administrative support, implementation of the programme by the qualified staff and, in the case of IRCPs carried out in classroom mode, provide appropriate educational facilities;
 - 5) following the completion of the IMPK and the fulfilment of the conditions specified by the Participant in the Project Regulations, he/she will issue a micro-certificate to the Participant.
2. The IMPK Participant declares that:
- 1) he/she has read the Project Regulations;
 - 2) he/she undertakes to comply with the obligations arising from the Project Regulations and the Disbursement of Funds Regulations and other internal legal acts of the University;
 - 3) he/she is proficient in English at a minimum level of B2;
 - 4) he/she will notify the University in writing of any change to his/her personal details as set out in this Agreement and in the application form. The consequences of failing to comply with this obligation shall be borne by the Participant of the postgraduate studies, while correspondence sent to the previously provided address, including the e-mail address, shall be deemed effectively delivered.
 - 5) if a Participant is unable to participate in the IMPK for important reasons, he/she undertakes to notify the University thereof in writing before the launch of the IMPK. If the Participant has received payment for travel and subsistence costs, in case of resignation he/she is obliged to return the funds in the amount specified in the travel settlement document in PLN. The Participant is obliged to cover all exchange rate differences and any currency conversion fees.
 - 6) in the event that a qualified Participant fails to take part in the IMPK without prior informing of the University in writing of his/her resignation or the occurrence of circumstances preventing the participation, the Participant is obliged to return the entire amount received in accordance with §3(2)(5).

§ 4

1. The agreement is concluded for the period from the date of its conclusion to the date of payment of the scholarship within the time limit specified in §3(1)(2).
2. The agreement may be terminated earlier as a result of the decision of the Project Manager in the event of:
 - 1) gross breach of the Project Regulations or the law by the Participant, in particular the acts in force at the University;
 - 2) written resignation from the IMPK participation by the Participant;
 - 3) failure of the Participant to meet the conditions for the completion of the IMPK.



3. In the event of termination of the Agreement for reasons set out in § 4(2), the IMPK Participant may be required to reimburse all costs incurred by the University up to the maximum amount set out in § 3.

§ 5

1. Any amendments to the Agreement, shall require a written annex, under the pain of invalidity.
2. Any disputes that may arise in connection with the performance of this Agreement shall be resolved amicably by the Parties, and in the absence of such a possibility, the Court of material jurisdiction over the registered office of the University shall be competent to settle them.
3. The Parties submit the agreement to Polish law.

§ 6

Personal data processing

1. Pursuant to Article 13(1) and (2) of the Regulation of the European Parliament and of the Council (EU) 2016/679 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, OJ L 119, 04.05.2016, p. 1, as amended). - GDPR, Jan Kochanowski University of Kielce informs that:
 - 1) the controller of the Participant's personal data is Jan Kochanowski University of Kielce, ul. Żeromskiego 5, 25-369 Kielce, e-mail: kancelaria@ujk.edu.pl;
 - 2) the legal basis for the processing of the Participant's personal data is:
 - a) Article 6(1)(c) of the GDPR - fulfilment of the controller's legal obligations,
 - b) Article 6(1)(e) of the GDPR - performance of a task carried out in public interest,
 - c) Article 6(1)(a) of the GDPR - consent of the data subject (for optional data);
 - 3) the Participant's personal data will be processed in order to: carry out the recruitment process for the "Education without borders for medical faculties at UJK" project, implementation, monitoring and settlement of the Project, fulfilment of reporting obligations towards funding institutions, in particular the NAWA, in the framework of the European Funds for Social Development 2021-2027 (ESDF) programme;
 - 4) the Participant's personal data will be kept throughout the term of the Project implementation and settlement period and for the time required by law and the guidelines of the financing institutions;
 - 5) the recipients of the data may be the entities authorised by law and entities processing personal data on behalf of the controller in connection with the



- performance of a task entrusted to them pursuant to the data entrustment agreement;
- 6) The Participant has the right to:
 - a) have an access to his/her data and to receive its copy, to rectify, erase the data (where the processing of the data does not take place in order to comply with a legal obligation) or to restrict personal data processing,
 - b) data portability and the right to object to processing - in the cases and under the terms of the GDPR legislation;
 - 7) the Participant has a right to withdraw the consent; the withdrawal of the consent shall not affect the lawfulness of data processing on this basis that took place before the withdrawal of the consent; the consent can be withdrawn by writing to the e-mail address: kancelaria@ujk.edu.pl or to the above-mentioned postal address;
 - 8) the Participant has a right to lodge a complaint with the competent supervision authority – President of the Personal Data Protection Office – when it is justified that his/her personal data is processed by the controller contrary to the provisions of the General Regulation;
 - 9) in case of any questions regarding personal data processing, the Participant may contact the Data Protection Officer of the UJK by writing to the e-mail address: iod@ujk.edu.pl;
 - 10) pursuant to Article 6(1)(a) of the GDPR, the Participant accepts the processing of personal data included in the recruitment documents for the purpose of recruitment for the Project and declares that he/she has been informed that:
 - a) the consent is voluntary and may be withdrawn at any time,
 - b) the withdrawal of the consent shall not affect the lawfulness of processing carried out prior to its withdrawal.

§ 7

1. The Parties unanimously agree that this Agreement is concluded in documentary form within the meaning of Article 77² of the Civil Code, in particular by means of electronic communication.
2. The Parties shall recognise, in particular, the submission of declarations of intent in the form of an electronic document, including by sending scans of signed documents or documents bearing a handwritten signature scanned and sent electronically, as compliant with the documentary form.
3. The Parties agree that the following electronic mail addresses are binding and intended for correspondence related to the conclusion, execution and signing of the Agreement:
 - 1) for the Participant
 - 2) for the University:



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Unię Europejską



4. The correspondence sent from the e-mail addresses specified in paragraph 3 shall be deemed effectively delivered to the other Party and sufficient for the submission of declarations of intent in documentary form.
5. A change of the e-mail address must be notified to the other Party in documentary form; until the effective notification, correspondence sent to the former e-mail address shall be deemed effective.

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JM Rector

Participant

Prof. dr hab. Beata Wojciechowska