



**Co-funded by
the European Union**

Appendix No.2 to the Ordinance No.1/2022 of the Rector and the President of Lazarski University of 1 March 2022

– ENGLISH VERSION –

**ERASMUS+ PROGRAMME
LEARNING MOBILITY
REGULATIONS
FOR ACADEMIC STAFF
AT LAZARSKI UNIVERSITY**

LAZARSKI UNIVERSITY



TABLE OF CONTENTS

I. GLOSSARY OF TERMS	4
§ 1 – Definitions	4
II. GENERAL PROVISIONS.....	7
§ 2 – Essential information about the Erasmus+ Programme	7
§ 3 – Management of the Erasmus+ Programme at Lazarski University	7
§ 4 – Channels of communication and information dissemination within the Programme.....	8
§ 5 – Institutional Erasmus+ Coordinator	8
§ 6 – Roles in the Programme management process	8
III. CONDITIONS FOR PARTICIPATING IN THE PROGRAMME	10
§ 7 - Eligibility criteria for candidates	10
§ 8 - Preliminary verification of candidate’s eligibility.....	10
IV. GENERAL RULES FOR RECRUITING PROGRAMME PARTICIPANTS	10
§ 9 – Recruitment rules.....	10
§ 10 – Communication and dissemination of information about the recruitment process.....	11
§ 11 – The recruitment process	11
§ 12 – Scoring system.....	12
§ 13 – Recruitment results: preliminary qualification for the Programme	12
§ 14 – Obtaining Programme participant status.....	13
§ 15 – Visas and legalization of stay	14
§ 16 – Exemptions.....	14
V. GENERAL RULES FOR CHOOSING A RECEIVING INSTITUTION	14
§ 17 – Rules for choosing an institution for STA mobility.....	14
VI. GENERAL RULES OF MOBILITY	15
§ 18 – Basic rules for carrying out the mobility	15
§ 19 – Mobility Agreement – Staff Mobility for Teaching/Training (MA-ST).....	16
§ 20 – Insurance	17
§ 21 – Withdrawal from participation in the Programme	17
VII. GENERAL RULES OF FINANCIAL SUPPORT FOR MOBILITY	18
§ 22 – The Erasmus+ Staff Teaching/Training Mobility Grant Agreement	18
§ 23 – Financial support for staff with special needs	18
§ 24 – Financial support for travel	19
§ 25 – Payment procedures	19
§ 26 – Prohibition of double funding	20
VIII. GENERAL RULES FOR FINAL MOBILITY SETTLEMENT.....	20
§ 27 – Staff Teaching/Training final mobility settlement	20

IX. GENERAL RULES OF PERSONAL DATA PROTECTION	21
§ 28 – Personal data protection information clause	21
§ 29 – Provision of personal data to a third country/an international institution	22
§ 30 – Provision of personal data to the Administrator	23
§ 31 – Use of the Programme participants' image	23
X. FINAL PROVISIONS	24
§ 32 – Lazarski University commitments within the Programme	24
§ 33 – Final provisions.....	25

I. GLOSSARY OF TERMS

§ 1 – Definitions

The following is a list of terms used in this document:

1. **Erasmus+ Programme** [hereinafter referred to as the **Programme**] means the European Union programme managed by the European Commission to support education, training, youth and sport, with an aim to provide pupils, students, teachers, lecturers and volunteers opportunities to raise their competences through international projects. More information about the Programme is provided on the European Commission¹ and the National Agency of the Erasmus+ Programme² websites.
2. **National Agency of the Erasmus+ Programme and the European Solidarity Corps** [hereinafter **NA**] means an entity in charge of promoting and managing the Programme at the national level. In Poland, this function is held by *Fundacja Rozwoju Systemu Edukacji (FRSE)* [the Foundation for the Development of the Education System]³ since 2014;
3. **European Union Member States and third countries associated to the Programme** means the European Union [hereinafter **EU**] and non-EU countries that have established a National Agency which participates fully in the Erasmus+ Programme. The list of countries associated to the Programme is provided on the European Commission website (Eligible countries Erasmus+⁴) and the Lazarski University [hereinafter referred to as the **University**] website;
4. **Third countries not associated to the Programme** are countries which do not participate fully in the Erasmus+ Programme, but which may take part (as partners or applicants) in certain Key Actions of the Programme. A list of these countries is available on both the European Commission and University websites (as indicated above § 1 (3));
5. **Erasmus Charter for Higher Education** [hereinafter **ECHE**] means an accreditation granted to institutions of higher education by the European Commission to be eligible to apply and participate in Erasmus+ learning mobility and cooperation activities; ECHE outlines the fundamental principles an institution should adhere to in organising and carrying out high quality mobility and cooperation, and states the requirements the institution agrees to meet in order to ensure high quality services and procedures, as well as the provision of reliable and transparent information;
6. **University** - it should be understood as the Lazarski University, whose involvement in the implementation of the Program is constituted by the obtained ECHE No. 101013981, the approved Erasmus Policy Statement 2021-2027 and other regulations published on the University's website, as well as contracts concluded with the NA for the implementation of given projects educational mobility. As part of the program, the university performs, among others: the role of the sending organization - it should be understood as the entity responsible for selecting Program participants and enabling them to carry out mobility, these tasks also include the payment of funding, preparation, monitoring and automatic recognition of mobility;
7. **Receiving organization** - it should be understood as the entity responsible for accepting Program participants from abroad for teaching and/or training purposes; the host organization may be:
 - a) a higher education institution (hereinafter HEI) from an EU Member State or third country associated to the Programme awarded with an ECHE or a HEI from a third country not associated to the Programme recognised by competent authorities and having signed an inter-institutional agreement with the partner from an EU Member State or third country associated to the Programme, before the mobility activity takes place;
 - b) any public or private organisation from EU Member States and third countries associated to the Programme (or from third countries not associated to the Programme, if the mobility project is funded with internal policy funds) active in the labour market or in the fields of education, training, youth, research and innovation.

¹ www.ec.europa.eu/programmes/erasmus-plus/

² www.erasmusplus.org.pl (no English version of the website)

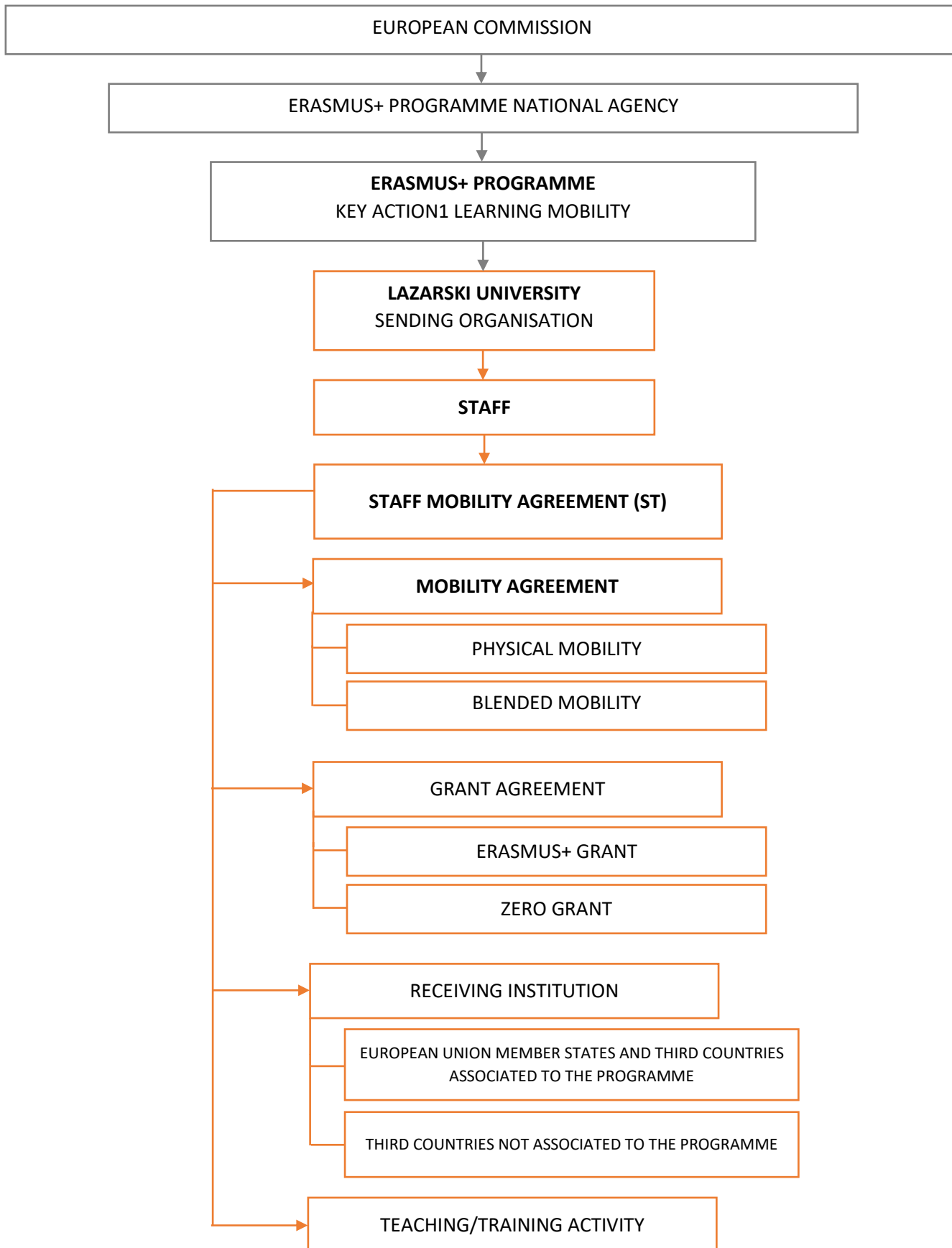
³ www.frse.org.pl (no English version of the website)

⁴ <https://erasmus-plus.ec.europa.eu/programme-guide/part-a/eligible-countries>

8. **Partner universities** means an institution of higher education that is authorised to award qualifications which are accepted for academic and professional purposes in the home country or partner country, and with which the University has entered into an Inter-Institutional Agreement to jointly coordinate the mobility activity in accordance with the Programme's regulations; partner universities from the EU Member States, or third countries associated to the Programme, must hold the ECHE. Partner universities are also **receiving institutions**. The list of partner universities is available on the University's website;
9. **Staff** - an individual who is employed at the University under an employment contract or civil law contract;
10. **Programme participants** means individuals who are fully involved in learning mobility projects to teach, train and/or conduct workshop(s) or participate in a training and/or workshop. Programme participants may be awarded partial funding from the European Union to cover the cost of participation (in particular the cost of travel and living);
11. **Training** participation in an activity that involves physical relocation to a country other than the country of residence, potentially combined with a period of virtual participation, this action must be related to the professional development of the employee, his learning and personal developmental needs, which may take the form of training skills and practical habits, observation of work or didactic activity;
12. **Staff Mobility for Teaching/Training** (hereinafter **ST**) are mobility activities supported under the Programme's objective called Key Action 1: Learning Mobility;
13. **Types of mobility:**
 - a) **Physical mobility** means moving physically to a country other than the country of residence, possibly combined with a period of virtual participation, in order to undertake teaching and/or training.
 - b) **Blended mobility** means a combination of physical mobility and a virtual component, facilitating collaborative online learning and exchange. For example, the virtual component can bring learners together online from different countries and study fields to follow online courses. In some cases they can prepare, deepen and extend physical exchanges, as well as fuel new demand for them. Note, no grant will be awarded for the virtual part.
14. **Mobility Agreement Staff Mobility for Teaching / Training** [hereinafter **MA-ST**] means a trilateral agreement between the University (sending organisation), receiving institution and the Programme **participant/staff**, defining the mobility programme (teaching, training and/or workshop programme) in order to ensure its relevant and transparent preparation of mobility and confirming that all parties to the agreement concede to adhere to the established principles, which guarantees that the studies abroad can be recognised without any additional requirements;
15. **Erasmus+ grant** [hereinafter **grant**]⁵ it should be understood as individual support of the Program participant with funds from EU, which is specified in the Agreement for the employee's mobility in the Erasmus+ program for teaching or training purposes (**Grant Agreement**) [hereinafter referred to as the **financial agreement**] concluded by the Program participant with the University; the co-financing is complementary and serves primarily to partially cover differences in the cost of living between Poland and the country of the host organization;
16. **Zero grant** means the participant/staff undergoes the mobility activity without receiving an Erasmus+ grant. Zero grants are provided in situations like if all available funds have been allocated and staff can only take part in the Erasmus+ programme as a zero grant Programme participant. All other aspects of the mobility activity like rights and obligations on the part of the participant, as well as the sending and receiving institutions, must be fulfilled.
17. **Participants with fewer opportunities** means people who, for economic, social, cultural, geographical or health related reasons, a migrant background, or for such reasons as disability and educational difficulties or for any other reason, including those that can give rise to discrimination under Article 21 of the Charter of Fundamental Rights of the European Union, face obstacles that prevent them from having effective access to opportunities under the Programme;
18. **Force majeure** means an unforeseeable exceptional situation or event beyond the Programme participant's control and not attributable to error or negligence on his/her part.

⁵ In the nomenclature of the European Commission and entities involved in the implementation of the Programme, the term is used alternately with the word "scholarship".

Figure 1. A diagram of the relationship between the main terms defined above.



II. GENERAL PROVISIONS

§ 2 – Essential information about the Erasmus+ Programme

1. The Erasmus+ Programme Learning Mobility Regulations for Academic Staff at Lazarski University, hereinafter referred to as the Regulations, set the guidelines the University follows to implement the Erasmus+ Programme. The guidelines explain the selection process and the a fair, transparent, consistent and documented allocation of a mobility grant to participants of the Programme. The Regulations guarantee fairness and transparency at all stages of the mobility activity, including communication with the University's academic staff.
2. The Regulations are addressed to the academic staff employed at the University.
3. The Programme is carried out at the University in accordance with the provisions of ECHE No. 101013981, the Erasmus Policy Statement 2021-2027 and other regulations made public on the University's website (indicated in paragraph 5 below), as well as the agreements concluded with the NA regarding the implementation of the Erasmus+ Learning Mobility Programme. These provisions include:
 - a) equal access to reliable sources of information on existing learning mobility opportunities, and equal treatment and requirements for staff interested in participating in the Programme,
 - b) the University is dedicated to the principles of equality and inclusiveness (diverse people from different backgrounds regardless of gender, race, ethnicity, religion, worldview, disability, age, sexual orientation or other differences).
4. The recruitment process is revised and approved at the start of each academic year (20../20..) in the University's Erasmus+ Programme documents due to the changes that occur in external regulations (like allocation rules in NA competitions).
5. The primary source of information at the University about the Erasmus+ Programme is the University website⁶. The latest news or announcements are posted and all documents pertaining to the Programme can be found on the University website.
6. In matters not regulated by these Regulations, the following applies:
 - a) the provisions of the agreement concluded between the University and the NA (if more than one agreement is in force at a given time, the provisions of the agreement take precedence),
 - b) the Erasmus Charter for Higher Education (ECHE No. 101013981),
 - c) NA's communications,
 - d) the provisions of the Regulation (EU) 2021/817 of the European Parliament and of the Council of 20 May 2021 establishing "Erasmus+: The Union Programme for Education and Training, Youth and Sport" and repealing Regulation (EU) No. 1288/2013.

§ 3 – Management of the Erasmus+ Programme at Lazarski University

1. The Erasmus+ programme is managed at two levels at Lazarski University:
 - a) At the strategic level where the Programme is managed by the University's Rector (the executive supervisor) and the University's Bursar (the financial supervisor);
 - b) At the operational level where the Erasmus+ Programme is carried out by the Institutional Erasmus+ Coordinator at the University (a position in the University's Administration) and by an Erasmus+ Programme Faculty Coordinator (a position in each of the University's Faculties).
2. The responsibilities of the Institutional Erasmus+ Coordinator include:
 - a) Providing staff with information, including providing information in person, on issues concerning the Programme, such as grant allocations;
 - b) Managing the Programme's recruitment process;
 - c) Carrying out the Programme's main administrative tasks such as grant payments;
 - d) Making critical decisions regarding the rules that govern the way the Programme functions at the University.

⁶ <https://www.lazarski.pl/en/cooperation/erasmus/>

3. The President of the University has the authority to review appeals brought by staff against decisions and provisions regarding their participation in the recruitment process and mobility activity.
4. The University Rector is a party representing the University in signing the financial agreement (Grant Agreement) with the Programme participant;
5. The University Bursar is:
 - a) the main person overseeing the financial operations of the Programme at the University and ensuring fair and transparent financial management. Financial operations are realized by the Bursar's staff at the request and/or with the knowledge and consent of the Institutional Erasmus+ Coordinator;
 - b) authorised to perform audits and/or investigations regarding Programme spending explanatory activities concerning the use of the Programme resources. Therefore, the Bursar can call for a Programme participant, through the Institutional Erasmus+ Coordinator and/or his/her staff, to explain, and can take steps regarding the use of the Programme resources.

§ 4 – Channels of communication and information dissemination within the Programme

1. The primary communication channel for the Programme, at the University, is email. All email addresses relevant to the Programme (emails of Coordinators and/or email addresses for particular Programme elements and/or issues) are provided on the University website.
2. Additional communication channels between the University and staff regarding the Programme include traditional mail services, the Internet, phone networks, and face-to-face meetings. The Programme's full contact information is available on the University website.
3. The University reserves the right to archive electronic and traditional correspondence, as well as notes/minutes from meetings and telephone conversations, for the purpose of, and at the time the University's financial report to the NA.
4. Basic information about staff's privacy protection regarding communication at the University is available on the University website⁷.

§ 5 – Institutional Erasmus+ Coordinator

1. The Institutional Erasmus+ Coordinator performs his/her duties, that entail carrying out the Programme's main administrative tasks, as part of the International Programmes Office within the University's Structural Projects Department.
2. The Institutional Erasmus+ Coordinator conducts ongoing consultations with, and reports to the Head of the Structural Projects Department.
3. Some of the Coordinator's tasks may be delegated to one or more University staff. The assignment will concern a specific Programme category, for which an additional coordinator position will be created. The contact information will be made available on the University website.
4. The Erasmus+ Programme service desk is located in the International Programmes Office at Lazarski University (43, Świeradowska Street, 02-662 Warsaw), room 307, sector D.

§ 6 – Roles in the Programme management process

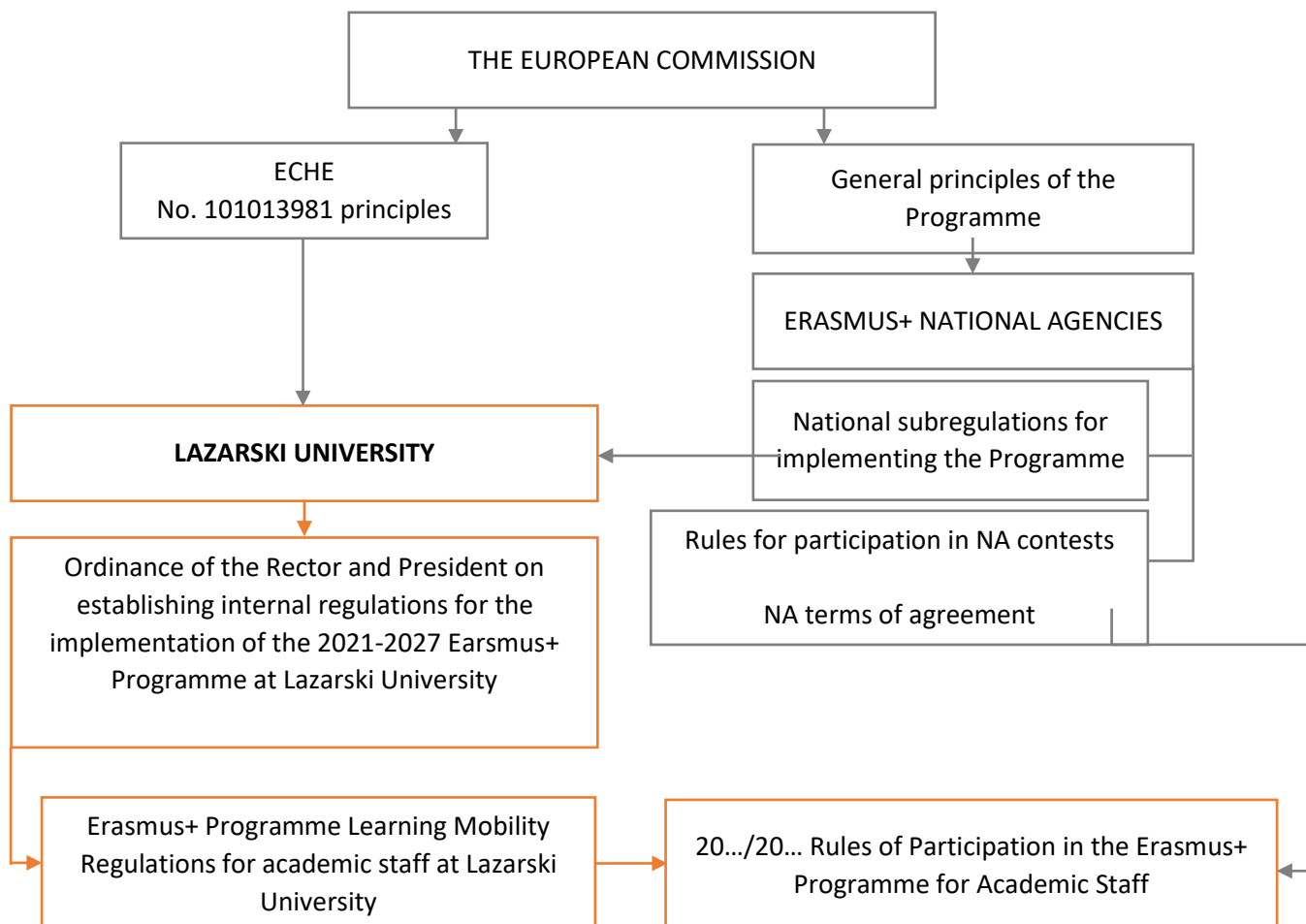
1. The following individuals have authorized signature competence at Lazarski University in the event of absence or other conditions affecting:
 - a) the University President - the Vice President or University Rector in matters concerning appeals against decisions in the recruitment process;
 - b) the University Rector and the University Bursar - the University President or an individual authorised to sign on behalf of the University;

⁷ <https://www.lazarski.pl/en/privacy-policy/>

c) the Institutional Erasmus+ Coordinator - the Head of the Structural Programmes Department or an individual with powers vested by the Head of the Structural Programmes Department.

2. The above regulations on authorized signature competence do not require any additional authorisation in writing.

Figure 2. The Institutional Erasmus+ Programme Regulations System



III. CONDITIONS FOR PARTICIPATING IN THE PROGRAMME

§ 7 - Eligibility criteria for candidates

1. Staff willing to participate in the Programme must be employed at the University under an employment contract or civil law contract, for at least one year, prior to the announcement of a given recruitment round;
2. Subject to the provisions of paragraph 1, regardless of;
 - a) citizenship (of any country in the world),
 - b) disability status (with or without)
3. Subject to the provisions of paragraph 1, the candidate applying for participation the Programme must jointly satisfy the following conditions:
 - a) submit the application by the deadline and in the required format. The requirements are defined in the Rules of Participation in the Erasmus+ Programme issued at the start of each academic year, as referred to in § 2 (4);
 - b) must first be officially nominated by the Faculty before submitting an application. Nominations are granted by the Erasmus+ Programme Faculty Coordinator.
 - c) meet any additional conditions that may be specified in the Rules of Participation in the Erasmus+ Programme referred to in § 2(4).

§ 8 - Preliminary verification of candidate's eligibility

1. The Institutional Erasmus+ Coordinator conducts the preliminary verification of the candidate's eligibility, as specified in § 7 and, as such, has the authority to:
 - a) receive, analyse and archive the candidate's application and accompanying documents;
 - b) contact the candidate, primarily by email and/or phone, as referred to in § 4, to advise on any missing or incorrect information in the application form, prior to the submission deadline;
 - c) request additional information and/or clarification from the candidate, by email and/or phone before and after the submission deadline.
2. Candidate's eligibility specified in § 7 will be assessed by a Recruitment Committee, as described in § 11.

IV. GENERAL RULES FOR RECRUITING PROGRAMME PARTICIPANTS

§ 9 – Recruitment rules

1. The Recruitment of Programme Participants is conducted at the level of the entire University; it is a collective recruitment process for academic staff from all Faculties.
2. The start of the recruitment process and its scope in a given academic year depends on whether the University concluded their agreement with the NA for a given academic year regarding the implementation of the learning mobility project, as well as on the provisions therein contained, such as the level of funding allocated for the learning mobility project.
3. The Recruitment Committee is in charge of recruiting Programme Participants. In addition,
 - a) the Committee is a permanent functional unit of the University dedicated to the implementation of the Programme at the University;
 - b) the Committee is composed of at least 3 individuals: the Institutional Erasmus+ Coordinator, Erasmus+ Programme Faculty Coordinators (Faculty of Law and Administration, Faculty of Economics and Management, Faculty of Medicine), the Director of the Foreign Language Centre or the Director of the Human Resources Department Director;
 - c) the Institutional Erasmus+ Coordinator is the Chair of the Committee and main organiser of the recruitment process;
 - d) the Rector supervises the work of the Committee;
 - e) the Committee strives for consensus in making decisions. In case a consensus is not reached, there is a vote by the full Committee. In case the voting does not settle the dispute, the Chair has the final say;

- f) the Chair organises the work of the Committee. The work can be done in the office, online, or in a hybrid manner. The Committee's ongoing work does not need to be documented.
4. In accordance to the provisions of § 6, the Recruitment Committee's duties include:
 - a) conducting detailed consultations on recruitment rules and supervising the promotion of the recruitment process. However, the Chair – a position held by the Institutional Erasmus+ Coordinator - is responsible for drafting and promoting the final copy of the Rules of Participation in the Erasmus+ Programme, referred to in § 2 (4);
 - b) assessing the candidate's eligibility to participate in the Programme described in § 7;
 - c) evaluating candidates based on a scoring system according to the criteria described in the Rules of Participation in the Erasmus+ Programme, referred to in § 2 (4);
 - d) ranking candidates according to points allocated during the evaluation process.
 5. The rules governing the recruitment of Programme participants are described in detail in the Rules of Participation in the Erasmus+ Programme for a given academic year and/or for a given learning mobility project, referred to in § 2 (4), including:
 - a) type of recruitment (fixed rounds/or continuous)
 - b) level of funding
 - c) time period for carrying out the mobility
 - d) application documents required, referred to in § 7 (3a)
 - e) additional documents that may be required, referred to in § 7 (3c)
 - f) scoring criteria, referred to in § 12
 - g) preferential factors for selecting certain candidates, such as mobility period, participation in the Programme for the first time, work experience at the University, etc.

§ 10 – Communication and dissemination of information about the recruitment process

1. Dissemination of information on the recruitment of Programme participants is done primarily through the University website, under the dedicated to learning mobility (hereinafter referred to as the website); section (hereinafter the website). Other means of information dissemination include emails on the University domain, posts on the university social media, on noticeboards and poster campaigns on campus, as well as through Faculty coordinators. However, in terms of reliability of information, the website takes precedence.
2. Individuals interested in taking part in the recruitment process are obliged to get acquainted with the information published on the website, including, and in particular with the regulations and rules of participation in the Erasmus+ Programme, referred to in § 2 (4).
3. The University will make every effort to adopt digitalized practices and systems to make the management and delivery of Erasmus+ mobility easier and more accessible, as well as promote environmentally friendly practices such as the Erasmus Without Paper (EWP) initiative and digital solutions (e.g. online application forms). Information about the University online mobility system will be published on the website.
4. Individuals interested in taking part in the recruitment process are obliged to comply with the format and deadlines posted on the University website but also, and primarily, with the Rules of Participation in the Erasmus+ Programme, referred to in § 2 (4).
5. Individuals with a disability certificate are encouraged to submit a request to have the recruitment procedures adapted to their needs. The Recruitment Committee will respond to the needs identified by the candidate and make every effort to accommodate the recruitment process to the candidate's needs.
6. During the recruitment period, the Recruitment Committee is committed to identifying potential candidates who match the definition of participants with fewer opportunities referred to in § 1 (25) and implement the necessary solutions in order to include and support these individuals.

§ 11 – The recruitment process

1. The Recruitment Committee decides if an applicant qualifies to participate in the recruitment process of Programme participants based on:

- a) The preliminary verification of an applicant's eligibility conducted by the Institutional Erasmus+ Coordinator at the University, as referred to in § 8 (1);
- b) Applicant's eligibility to participate in the ranking system: eligible (if applicant meets requirements), non-eligible (if applicant does not meet requirements), conditional – as referred to in § 16.
2. The Recruitment Committee's decision to deny an applicant's participation in the ranking, enters into force on the day the Institutional Erasmus+ Coordinator at the University sends an email to the applicant (to the address provided by the applicant). The email can include reasons for denying participation in the ranking and justification of the Recruitment Committee's negative decision. No further notifications will be sent to the applicant in writing.
3. Applicants may appeal to the President of the University against the Recruitment Committee's negative decision. The appeal must:
 - a) be submitted within 10 working days from the date the applicant received the email informing him/her of the Recruitment Committee's decision to deny the applicant's participation in the ranking;
 - b) be written in an email and sent electronically to: biuro.prezydenta@lazarski.edu.pl;
 - c) include the applicant's name, surname, and University Faculty, as well as a statement of appeal (in the body of the email – no further written statements are required);
 - d) meet the above-mentioned three requirements or it will not be considered;
 - e) be reviewed by the President of the University within 10 working days from the date the appeal was submitted. The President's decision is final and enters into force on the day the President notifies the applicant by email (the decision and justification may constitute the content of the email message – no further written statements are required).
4. The Recruitment Committee's decisions regarding eligibility of applicants to participate in the recruitment process, must be recorded in the Committee's protocols as referred to in § 13 (1).
5. Decisions taken in the course of the recruitment process are not subject to the Code of Administrative Procedure.

§ 12 – Scoring system

1. The Recruitment Committee will apply a scoring system to rank Programme participants. The scoring system:
 - a) is applied according to the Rules of participation in the Erasmus+ Programme referred to in § 2 (4);
 - b) ranks applicants according to the overall score each applicant receives
2. The overall score an applicant received from the Recruitment Committee enters into force on the day the Chair of the Committee sends an email to the applicant, to the address provided by the applicant (the content of the email message may include information about the applicant's overall score and justification, and applicant's position in the overall ranking – no further written statements are required).
3. Applicants may appeal to the President of the University against the score received by the Recruitment Committee as referred to in § 11 (3).
4. Applicants' score must be recorded in the Recruitment Committee's protocols as referred to in § 13 (1).

§ 13 – Recruitment results: preliminary qualification for the Programme

1. The Recruitment Committee summarizes the results from the preliminary verification of applicants' eligibility and scores obtained in a report, which also includes one (or more) ranking(s) of Programme participants. The report:
 - a) must be a written document;
 - b) and attachments will not be made public as per the personal data protection regulations. University employees may gain access, however, to the report and attachments by submitting a request and signing a confidentiality and personal data protection statement.
2. In case of *ex-aequo* places in the ranking, priority will be given to the candidate who submitted their application at an earlier date.
3. Applicants will receive their recruitment results directly by email as per the provisions in § 11 (2) and § 12 (2).

4. In case a given recruitment process will be conducted in continuous mode, referred to in the Rules of participation in the Erasmus+ Programme in § 2 (4), the Recruitment Committee will adjust the Rules and Regulations accordingly, as well as produce periodic reports and rankings.

§ 14 – Obtaining Programme participant status

1. Applicants who are ranked obtain the status of pre-qualified Programme participants.
2. Pre-qualified Programme participants obtain Programme participant status from the moment they sign a financial agreement (Erasmus+ Grant Agreement) with the University, that sets out the programme of teaching/training they are to follow and level of financial support or a zero grant.
3. the University can sign financial agreements with pre-qualified Programme participants under the following conditions:
 - a) the number of pre-qualified Programme participants with whom the University can sign a financial agreement depends on the amount of funds allocated by the NA for the implementation of a given learning mobility project;
 - b) the pre-qualified Programme participant fulfils any requirements requested by the Institutional Erasmus+ Coordinator who is responsible for preparing the grant agreement at the University;
 - c) the pre-qualified Programme participant submits all the documents and information as specified in § 2 (4) of the Rules of participation in the Erasmus+ Programme guide;
 - d) the pre-qualified Programme participant fulfils all the requirements specified in the Staff Mobility for Teaching/Training Mobility Agreement that constitute the trilateral agreement of the teaching/training programme;
 - e) after the University and NA sign an agreement on the implementation of a given learning mobility project that encompasses the mobility activity of the pre-qualified Programme participant. Only in special cases can the Institutional Erasmus+ Coordinator instruct - having first consulted the University Bursar - that a financial agreement be signed before the University enters into an agreement with the NA;
 - f) the pre-qualified Programme participant with whom the University cannot sign a financial agreement due to insufficient funds signs a zero grant agreement (conducting an mobility activity without financial support);
 - g) the Institutional Erasmus+ Coordinator determines the availability of funds following a thorough analysis of the complex management system that needs to be applied to the funding allocated by the NA for the implementation of a learning mobility programme (for example, spreading out grant payments over time, modifications in grant amounts due to changes in mobility periods, and adjustments between funding sources) and thus establish the number of places available for pre-qualified Programme participants;
 - h) the pre-qualified Programme participant with whom the University cannot sign a financial agreement due to insufficient funds will not have the right to appeal or protest because the situation is not attributable to error or negligence on the part of the University.
4. In cases where the Institutional Erasmus+ Coordinator at the University identifies additional funds to support more grant agreements (for example, as a result of the University receiving additional funding from the NA, the resignation of participants from the Programme, budget adjustments between mobility projects), the order for signing subsequent grant agreements with pre-qualified Programme participants is based on the initial ranking of Programme participants, so long as, the pre-qualified Programme participants have not already participated in the Programme and the time period of the staff's teaching/training activity fits in the University's mobility project implementation timeline.

§ 15 – Visas and legalization of stay

1. Individuals who would like to participate in the Programme but are citizens of a non-EU Member State or a non-EEA (European Economic Area) Member State, must become familiar with the conditions of entry and stay in the receiving institution's country at the start of the application process⁸.
2. If necessary, the University will make every effort to help non-EU/EEA participants of the Programme with meeting the required conditions of entry and stay in the receiving institution's country, for example, by issuing a certificate of pre-qualified Programme participant status.
3. Programme participants who require visas and/or legalization of stay in receiving institution's country, are obliged to obtain the required documents is the responsibility of the applicant, in accordance with the legal procedures. Failure to obtain the required legal permits to enter and stay (for example, a visa) in the receiving institution's country may result in that the financial agreement will not be signed as per the provisions in §14 (2) or may constitute the reason for annulling an already signed agreement (because the mobility activity cannot be realized).

§ 16 – Exemptions

1. In the course of the recruitment process, the Recruitment Committee may grant exemptions from the provisions of the Regulations herein and/or Rules of participation in the Erasmus+ Programme referred to in § 2 (4), and/or rules announced on the University website, in exceptional situations and for justifiable reasons that have been reviewed on an individual basis of candidates' situation, wherein:
 - a) exemptions cannot refer to principles in § 2 (6);
 - b) granting an exemption must take into consideration the implementation of the Programme objectives, as well as the wellbeing of the staff member in question and the University;
 - c) exemptions are applied to applicants during the recruitment process based on preferences referred to in § 9 (5g);
 - d) priority is given to exemptions referred to in § 10 (5 and 6);
 - e) exemptions may be granted due to force majeure.
2. The Recruitment Committee is obliged to demonstrate and justify the exemptions granted to applicants in a report, as referred to in § 13 (1).
3. Applications for Erasmus+ mobility of staff dealing with internationalization are accepted on a continuous basis.

V. GENERAL RULES FOR CHOOSING A RECEIVING INSTITUTION

§ 17 – Rules for choosing an institution for ST mobility

1. Staff must spend their learning mobility:
 - a) At higher education institutions in EU Member States and third countries associated to the Programme, holders of the ECHE, or higher institutions in third countries not associated to the Programme but recognized by an appropriate body and holding an inter-institutional agreement with an EU Member State Partner or with a third country associated to the Programme, that was signed beginning the teaching period;
 - b) At a public or private organisation in EU Member States or in third countries associated to the Programme (or in third countries not associated to the Programme where mobility projects are funded by internal government bodies) that are active on the job market or in education, training, research and innovation and youth.

⁸ Potential sources of information include the following websites: <https://www.gov.pl/web/diplomacy>, <https://www.gov.pl/web/udsc-en>, www.europa.eu, https://europa.eu/youreurope/citizens/embassies/index_en.htm (EU/EEA embassies and consulates)

2. In choosing a partner higher education institution for the teaching/training activity, the number of staff teaching/training mobility that can be conducted at the Partner institution is determined by the inter-institutional staff exchange Programme agreement.
3. The final selection of a receiving institution for the mobility activity, from among the institutions proposed by the applicant, occurs during the preliminary verification stage of Programme participants, and involves:
 - a) Reaching an agreement between the staff, the Institutional Erasmus+ Coordinator, and representative of the Partner institution, regarding the programme of teaching/training to be followed under the Staff Mobility for Teaching/Training Mobility Agreement. The choice of a receiving institution must ensure mobility of high quality and usefulness for staff's professional development;
 - b) Giving the highest-ranked Programme participant the choice of a Partner institution in cases when more than one Programme participant has selected the same Partner institution and the number of places at the Partner institution is limited; or, giving the Programme participant who first obtains confirmation from the Partner institution to carry out their teaching/training mobility and programme in the proposed time period and a signed trilateral agreement.
4. Individuals who will not be able to carry out their mobility at a receiving institution of their choice due to the conditions described above in § 17 (3) and do not have the right to appeal or any other form of protest because the situation is not attributable to error or negligence on the part of the University.

VI. GENERAL RULES OF MOBILITY

§ 18 – Basic rules for carrying out the mobility

1. A Programme participant is obliged to carry out the mobility activity in accordance with the following provisions:
 - a) the Regulations (R&R) herein;
 - b) Rules of participation in the Erasmus+ Programme referred to in § 2 (4);
 - c) announcements published on the University website;
 - d) trilateral Staff Mobility for Teaching/Training Mobility Agreement signed at the moment of joining the Programme;
 - e) Staff teaching/training mobility Grant Agreement signed at the moment of joining the Programme;
 - f) additional rules by a receiving institution⁹ provided that they are not in conflict with the provisions in subsections a-e herein;
 - g) requests from the Institutional Erasmus+ Coordinator, and/or Erasmus+ Programme Faculty Coordinator, and/or a coordinator/mentor at the receiving institution, provided they are not in conflict with the provisions in subsections a-f herein.
2. Duration of mobility Programmes:
 - a) Physical mobility staff teaching/training periods must last between 2 days and up to 2 months, excluding travelling time. The minimum number of days must be consecutive days. The University prefers that the physical mobility staff teaching/training periods last 5 working days;
 - b) Physical mobility staff teaching/training periods to third countries not associated to the Programme must last between 5 days and up to 2 months, during which the minimum number of days must be consecutive days;
 - c) Staff mobility that includes both teaching and training during one stay abroad (combined STT+STA mobility) must include a minimum of 4 hours of teaching per week (or any shorter period of stay);
3. The physical mobility periods referred to in § 18 (2) herein derive from the European Commission/NA Erasmus+ programme directives dating from the University's Staff Learning Mobility Regulations approval date. In case the

⁹ The scope of additional regulations concerning the implementation of mobility depends on the receiving institution, for example, the additional regulations may concern employment rules at the Partner university, health and safety rules, etc. A Programme participant has the responsibility to become familiar with these rules and comply with them during the selection of a receiving institution and later, when cooperating with the mentor/coordinator at the receiving institution.

mobility periods change, the University will apply the new European Commission/NA Erasmus+ programme directives in the Grant Agreements. The Institutional Erasmus+ Programme Coordinator at the University will inform applicants about these changes during the recruitment process and at the time of signing Grant Agreements. The new directives/changes will not require making amendments in the existing R&R.

4. Programme Participants are entitled to exercise their rights stated in the documents and rules referred to in § 18 (1) and are also required to fulfil their obligations stated in the documents and rules referred to in § 18 (1).
5. In case of violation of provisions stated in the documents and rules referred to in § 18 (1), STA Programme participants must notify (preferably by email) the representative of the receiving institution and the Institutional Erasmus+ Coordinator without delay. STA Programme participants should act similarly in case a Partner university, from an EU Member State or associated third country, violates any provisions of the ECHE, especially:
 - a) acts of discrimination against a Programme participant on the basis of gender, race, ethnic origin, religion, worldview, disability, age, sexual orientation or any other differences;
 - b) threats to personal health and safety, for example, while using the Partner university's facilities;
 - c) false claims regarding overdue fees for issuing a certificate or any other services
 - d) providing insufficient administrative and direct support for Programme participant to be able to carry out the mobility activity as agreed upon.
6. Any shortcomings in carrying out the mobility activity resulting from situations referred to in § 18 (4 and 5) will be corrected by the representative of the receiving institution in the role of coordinator/mentor for the Programme participants, and/or the Institutional Erasmus+ Coordinator, and/or the Faculty Erasmus+ Programme Coordinator, to the best of their ability, depending on the nature of the problem.
7. Any shortcomings in the provisions stated in the documents and rules referred to in § 18 (1) resulting from the Programme participant's actions and/or oversight must be corrected by the participant personally, and without delay, in order to return the mobility activity to the state that was agreed upon.
8. In regard to the violations referred to in § 18 (7), the Programme participant is obliged to comply immediately with the directives of the representative of the receiving institution in the role of coordinator/mentor for the Programme participants, and/or the Institutional Erasmus+ Coordinator.
9. In case the shortcomings referred to § 18 (7) are not corrected, administrative and financial penalties may be imposed on the Programme participant as per provisions in the Grant Agreement.
10. During the mobility period, a Programme participant may appeal against the actions requested by the Institutional Erasmus+ Coordinator to the University President as referred to in § 11 (3).

§ 19 –Mobility Agreement – Staff Mobility for Teaching/Training (MA-ST)

1. Staff intending to carry out a staff mobility for teaching/training (ST) activity must sign a trilateral agreement between the University (sending institution), receiving institution and themselves (Programme participant) once they receive information that they have pre-qualified to participate in the Programme. Parties to the agreement should make every effort to sign the agreement as soon as possible, before the beginning of the mobility period.
2. Failure to sign the trilateral agreement makes it impossible to sign the Grant Agreement that gives staff the authorization to travel within the Erasmus+ programme and carry out teaching/training activity, grant payment, and mobility.
3. The Mobility Agreement – Staff Mobility for Teaching/Training (MA -ST) sets out the programme to be followed during the mobility period, including the objectives of the mobility, activities to be carried out during the mobility period, expected outcomes and impact on the participant, as well as on the receiving and sending institutions.
4. On the last day of the teaching/training programme, the receiving institution is obligated to issue a Confirmation Letter to confirm completion of the mobility. The Confirmation Letter is also necessary for settlement of the mobility.

5. Failure to provide a confirmation of completion of the mobility, referred to in § 19 (4) above, may result in having to return the grant, partially or entirely, due to inadequately carrying out the mobility. Each case will be reviewed individually by the Institutional Erasmus+ Coordinator at the time of settlement of the mobility.
6. The list of documents required to settle the mobility can be found in § 25 (4) as well as on the University website.

§ 20 – Insurance

1. Before beginning the mobility period, Programme participants are responsible for getting insurance for themselves, however:
 - a) the minimum insurance coverage must include health insurance (that covers also repatriation costs), insurance against consequences of accidents, as well as civil liability insurance;
 - b) additional insurance coverage may be required by the University, in consultation with the receiving institution. Information that additional insurance coverage may be required will be sent to participants individually, by email, by the Institutional Erasmus+ Coordinator;
 - c) in case the additional insurance coverage is required by the receiving institution, the Programme participant must get the additional insurance provided that the participant was informed by the receiving institution or University, and provided that the receiving institution notified the University that the mobility participant is required to have additional insurance;
 - d) the insurance must be valid in transit countries and in the country of destination (the country of the receiving institution);
 - e) the insurance must be valid during the entire physical mobility period (the staying abroad period in the receiving institution);
 - f) Programme participants are responsible for covering the insurance costs themselves.
2. It is recommended that the Programme participant have Polish health insurance for medical treatment in the European Union called the European Health Insurance Card (EHIC). However, the EHIC alone does not meet all the minimum requirements referred to herein (1) above. The European Health Insurance Card is issued in Poland by the National Health Fund (NHF). To apply, fill in the application form available on the NHF website¹⁰.
3. It is recommended that Programme participants who have Polish citizenship register your time abroad with the Polish Ministry of Foreign Affairs' *Odyseusz* service¹¹ to receive assistance in case of an emergency. Programme participants who are not Polish citizens are advised to register with their government office abroad.
4. Programme participants are also advised to consult a reliable travel advisory on the Internet (like *Serwis Rzeczypospolitej Polskiej*¹²) for your mobility destination before departure.

§ 21 – Withdrawal from participation in the Programme

1. It is possible for staff to withdraw from the Programme under the condition that the Institutional Erasmus+ Coordinator is informed by email (the email address is indicated on the University website), in which the staff states the reason(s) for withdrawal.
2. In case withdrawal occurs at a time when mobility planning is already underway, for example, the receiving institution has been contacted and consulted regarding the mobility programme; or, the signing of the trilateral Mobility Agreement - Staff Mobility for Teaching/Training has been put into motion; or the mobility planning process is completed, including the signing of the Grant Agreement for Erasmus+ Staff Teaching/Training Mobility; or physical mobility/period abroad has already begun; staff is obliged to notify of his/her withdrawal from the Programme, as well as inform the receiving institution.

¹⁰ <https://www.nfz.gov.pl/dla-pacjenta/medical-treatment-abroad/treatment-in-the-euefta-member-states/the-ehic/> (English version)

¹¹ <https://odyseusz.msz.gov.pl/Home/RegisterTravel> (no English version of the website)

¹² <https://www.gov.pl/web/dyplomacja/informacje-dla-podrozujacych> (an English language version of the website is not available)

3. Withdrawal from the Programme during the physical mobility/period abroad may result in having to return the grant funds, partially or entirely, due to complete or partial failure to carry out the mobility programme set out in the trilateral Mobility Agreement - Staff Mobility for Teaching/Training, in the Grant Agreement and/or in the provisions referred to in § 18 (1) of the Regulations herein. Each withdrawal will be reviewed on an individual basis.
4. Each notification of withdrawal from the Programme, will be reviewed by the Institutional Erasmus+ Coordinator within 14 calendar days. In case the provisions in § 21 (3) above apply, staff will be informed immediately and directly, by email, of the level of grant funds (partial or entire) to be returned.

VII. GENERAL RULES OF FINANCIAL SUPPORT FOR MOBILITY

§ 22 – The Erasmus+ Staff Teaching/Training Mobility Grant Agreement

1. A Staff teaching/training mobility Grant Agreement must be signed between the sending institution and staff that has been qualified as a Programme participant. The agreement must be signed before the mobility period begins.
2. The Grant Agreement must be signed when the mobility participant receives financial support from EU Erasmus+ Programme funds, a zero grant, or financial support from EU Erasmus+ Programme funds combined with a zero-grant period. The agreement must be signed before the beginning of the mobility period.
3. The Grant Agreement contains information about the general rules for staff mobility, including the time and place of the mobility, level of instalments of the financial support, and the terms of payment the financial support.
4. EU individual financial support for staff within the Erasmus+ Programme, depends on the distance between the sending and receiving country. Information about the grant amounts, and potential additional support, is provided in the Rules of participation in the Erasmus+ Programme referred to in § 2 (4).
5. The amount of financial support for staff is calculated by multiplying the number of physical mobility days per staff by the unit contribution applicable per day, in a given category, for the receiving country concerned.
6. Funds needed to finance the Erasmus+ Programme at Lazarski University are provided by the National Agency which transfers the funds to the University's Erasmus+ Programme foreign currency bank account. The University makes grant payments to staff by bank transfer only to the bank account indicated in the financial agreement. The funding amount to be paid to staff is provided in EUR in the financial agreement. It is recommended that staff have a Euro bank account otherwise, staff may receive less than the stated amount of financial support due to bank transfer fees and/or currency conversion fees. The University is not responsible for any fees, commissions or charges imposed on the participant for reasons described above. It is recommended to open a foreign currency bank account in EUR, at a Polish bank.
7. Financial support within the Erasmus+ Programme is provided as individual financial support as a contribution to costs of subsistence during the teaching/training period abroad.
8. In accordance with the Regulation of the Minister of Finance of 15 October 2018 on exemption from personal income tax on grants awarded within the Erasmus+ Programme (Journal of Laws 2018, item 2114), Programme participants who were granted financial support within the Programme, are exempt from paying income tax in Poland on the grant received.
9. Any changes to the terms in the financial agreement (i.e. the Erasmus+ Grant Agreement for staff teaching/training mobility) will come into force only after an annex is signed.

§ 23 – Financial support for staff with special needs

1. Staff with fewer opportunities who are participating in the mobility of individuals can receive additional funding. The additional funding is a contribution based on real costs. Additional funding is available to staff with a disability certificate who is participating in a physical teaching/training mobility. The additional funding is to

offset specific difficulties faced by the participant, such as an accompanying person for staff with disabilities (if applicable).

2. The amount of the additional funding for staff will be defined each time in the Rules of participation in the Erasmus+ Programme referred to in § 2 (4).
3. In order for staff to have the additional funding approved and paid out, as indicated in §23 (2) above, the selected staff are obliged to submit a disability certificate, as referred to herein §23 (1) above, no later than at the stage of signing the Grant Agreement. Failure to submit the required documents confirming the participant's eligibility to receive additional funding will result in cancellation of the additional funding.
4. Staff with fewer opportunities, participating in a mobility, may also apply through the Institutional Erasmus + Coordinator for additional funding of real costs to the NA. Only staff selected for the teaching/training mobility with physical, mental or health-related conditions, and with a disability certificate, can apply for additional funding based on real costs.
5. The level of additional funding is specified in a special application for additional funding required due to a disability, and different from standard costs of travel and subsistence of mobility abroad. Each cost related to a disability requires detailed justification, specification of predicted expenditures, and providing the source used to calculate the predicted expenditures. The final decision to grant additional funding for real costs is made by the NA.
6. An application for additional funding of real costs of a staff mobility is acceptable under the circumstances that the mobility cannot be otherwise carried out unless additional funding is granted or that the real costs are not funded by other sources.
7. A detailed description of the rules for applying to the NA for additional funding of real costs, and the award criteria, are available on the University website and outlined in the Rules of participation in the Erasmus+ Programme referred to in § 2 (4).

§ 24 –Financial support for travel

1. Programme participants receive financial support within the Erasmus+ programme to help cover travel costs according to the Erasmus+ distance calculator¹³. Details regarding the rules and regulations of grant support for travel are available on the University website and in the Rules of participation in the Erasmus+ Programme referred to in § 2 (4).
2. Programme participants have the right to receive a bonus if they use environmentally friendly, sustainable means of transport. Programme participants will receive a one-time top-up amount to the individual support and up to 4 days of additional individual support to cover travel days for a return trip. Payment procedures for the use of environmentally friendly, sustainable means of transport are available on the University website and in the Rules for participating in the Erasmus+ programme referred to in § 2 (4).

§ 25 – Payment procedures

1. The level of funding for ST mobility is determined by the financial agreement signed with the NA for the learning mobility project. The set funding levels and additional financial support are available on the University website and in the Rules of participation in the Erasmus+ Programme referred to in § 2 (4).
2. Pre-financing payment, representing 80% of the grant amount, will be transferred within 30 days of the date when both parties signed the Grant Agreement for staff teaching/training mobility, and no later than at the beginning of the mobility period.
3. In case the participant fails to submit the required documents by the deadline set by the University, a later payment than indicated herein § 25 (2) above, of the pre-financing, will be exceptionally authorised.
4. The payment of the second tranche of the grant, representing 20% of the total amount of the grant awarded within the Programme, will be transferred once the settlement obligations, specifically the submission of the following documents to the Institutional Erasmus+ Coordinator of the sending institution:
 - a) A Confirmation letter stating the mobility took place;

¹³ <https://erasmus-plus.ec.europa.eu/resources-and-tools/distance-calculator>

- b) A report on the teaching/training activities carried out;
 - c) Boarding passes, train tickets, international bus tickets or fuel receipts to confirm participant's proof of travel;
 - d) A green travel statement in the case a participant decided to choose green travelling;
 - e) Filled in final individual report in the online EU Survey tool sent to the participant to the email address indicated in the Grant Agreement.
5. In case the Grant Agreement provisions are infringed upon, the financial support may have to be returned partially or entirely. In case the mobility period is shortened but the minimum duration required is met and other requirements laid down in the Grant Agreement remain intact, a part of the grant, proportional to the mobility period not carried out, will have to be returned. In the case a participant was not able to complete the mobility as planned as a result of *force majeure* events, the participant may not be required to return the full grant amount but rather the participant will have the right to receive financial support proportionally to the actual mobility period. In the case of *force majeure* events, it is imperative that the Institutional Erasmus+ Coordinator report the mobility and to what extent the level of financial support is affected by the events, and/or costs incurred by the participant. Recognition of the mobility and the level of financial support must be accepted by the NA.

§ 26 – Prohibition of double funding

1. Staff does not lose his/her rights to other forms of financial assistance offered by the University, under separate regulations, during the mobility period.
2. In case staff receives financial assistance from an entity other than the University, staff should research the rules of the financial assistance, and/or contact the entity offering the financial assistance and enquire about any consequences on the mobility for receiving the other financial assistance.
3. In case a Programme participant signed a Grant Agreement with the University that provides financial support for the mobility (financial support provided by the EU), the Programme participant is obliged to adhere to the no double funding rule which states that the financial support can be used only for the purpose of the mobility, and no more/other EU funding can be used for the same purpose: No costs for the same activity be funded twice from the EU budget.

VIII. GENERAL RULES FOR FINAL MOBILITY SETTLEMENT

§ 27 – Staff Teaching/Training final mobility settlement

1. To receive the final ST mobility payments, the Programme participant must submit the following documents to the Institutional Erasmus+ Coordinator:
 - a) An original copy of the Confirmation Letter signed by the coordinator at the receiving institution confirming the mobility was carried out during the mobility period;
 - b) Boarding passes, train tickets, international bus tickets or fuel receipts to confirm participant's proof of travel;
 - c) A green travel statement in the case a participant decided to choose green travelling;
 - d) A report on the teaching/training activities carried out and signed by the participant.
2. The participant must submit the documents listed in § 27 (1) above, within 30 calendar days of completion of the mobility.
3. Upon completing the ST mobility, the participant is also obliged to fill in the online EU Survey of the European Commission. A request to submit a report along with a link to the online tool, is sent to the participant to the email address indicated in the Grant Agreement. The report should be submitted within 30 days of receipt of the request.
4. The final payment is based on the actual period of the physical mobility the participant spent at the receiving institution. This period should be indicated in the document referred to in § 27 (1a), as well as issued and confirmed by the receiving institution.

5. A participant who fails to deliver the documents referred to in § 27 (1), as well as does not submit the report referred to in § 27 (3), may be requested to return the financial support partially or entirely.

IX. GENERAL RULES OF PERSONAL DATA PROTECTION

§ 28 – Personal data protection information clause

1. In accordance with Article 13 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 - GDPR, OJ L 119 4.05.2016), be informed that:
 - a) Lazarski University based in Warsaw, postcode 02-662, Świeradowska 43, is the Administrator of personal data retained within the implementation of the Erasmus+ Programme at the University;
 - b) the Administrator has designated a data protection officer, who can be contacted in connection with any issues concerning personal data processing and the exercise of the rights of a person whose data are processed pursuant to GDPR, available on iod@lazarski.edu.pl;
 - c) personal data are processed for the purpose of recruitment and learning mobility implementation within the Erasmus+ Programme, including monitoring and reporting that comprises entering personal data to electronic systems of Erasmus+ mobility management;
 - d) the legal grounds for personal data processing by the Administrator within the Erasmus+ Programme include:
 - i. article 6 par. 1 (b) GDPR, i.e. personal data processing is necessary for the purpose of participation in the Erasmus+ Programme and learning mobility implementation, including entering into agreements and contracts a party to which is a person whose data are involved, or to undertake steps on the request of a person whose data are involved within the implementation of the Erasmus+ Programme;
 - ii. article 6 par. 1 (c) GDPR, i.e. personal data processing is necessary for the purpose of fulfilment of the Administrator's legal obligations connected with the operation of the financial programme from the EU resources, in particular confirmation of eligibility of expenditures, grant support awarding, monitoring, evaluation, supervision, audit and reporting of learning mobility projects in the manner determined in Rules for the Implementation of the Erasmus+ Programme, as well as in the Grant Agreements between the University and the Erasmus+ Programme National Agency;
 - iii. article 9 par. 2 (g) GDPR, i.e. the processing of personal data concerning health conditions (e.g. disabilities) necessary due to an important public interest, which is proportional to the objective set, pursuant to the European Union law or Member States law, does not infringe the essence of the right to protect personal data and establish appropriate and specific measures of protection of fundamental rights and interests of a person whose data are involved;
 - e) the recipients of personal data of the Erasmus+ Programme participants and persons applying for participation in the Erasmus+ Programme may include authorized to obtain personal data on the basis of generally applicable law entities and entities commissioned by the Administrator to process them in accordance with an appropriate contract on cooperation/service provision for the Administrator's needs and guaranteeing proper achievement of aims referred to in subparagraph c herein; personal data may also be made available to:
 - i. National Agency of the Erasmus+ Programme (the Foundation for the Development of the Education System) and the European Commission, including via electronic systems of Erasmus+ mobility management;
 - ii. entities responsible for supervision and audit (protection of the financial interests of the European Union) authorised to verify proper implementation of the Programme, including the Internal Audit Services, the European Court of Auditors, the team for financial irregularities, the European Anti-Fraud Office, as well as the European Commission approving officials and implementation agencies;

- iii. entities that operate ICT systems used by the Administrator for the needs of the Programme administrative and financial service, and entities ensuring/providing ICT tools to enter into agreements and confirm identity or providing cloud or hosting services;
 - iv. entities providing post, courier delivery, and documents shredding services.
- f) the Erasmus+ Programme participants' and the Erasmus+ Programme applicants' personal data will be retained for the period of the Erasmus+ project duration (a project carried out based on the given Grant Agreement between the University and the Erasmus+ Programme National Agency) within which a recruitment process is conducted and a given learning mobility is implemented, and after that time for a period and within the scope required by the rules of the Erasmus+ Programme concerning archiving and statistical obligations, common regulations of the binding law or for the purpose of establishment or pursue of possible claims and protection against them;
 - g) the persons whose data are processed shall have the right to demand that the Administrator give them access to their personal data, the right to rectification, the right to erasure or restriction of processing, the right to data portability, and the right to complain to a supervising authority: the President of the Personal Data Protection Office;
 - h) the provision of personal data by the participants in the Erasmus+ Programme and by persons applying for participation in the Erasmus+ Programme is voluntary, however, it is necessary in order to participate in the Erasmus+ Programme learning mobility, i.e. failure to provide personal data will result in particular in the inability to participate in the implementation of the Erasmus+ Programme;
 - i) personal data shall not be subject to automated processing and profiling.
2. The protection of personal data within the implementation of the Erasmus+ Programme by the Administrator is based on the Personal Data Protection Policy adopted at Lazarski University and Rules and Regulations for Protecting Personal Data at Lazarski University. There are also other protection systems applied, e.g. ones specified in IT Systems Management Guidelines: catalogue of GDPR protection measures at Lazarski University. Detailed information about the principles of personal data protection, including the privacy policy¹⁴ are published on the University website.

§ 29 – Provision of personal data to a third country/an international institution

1. The Erasmus+ Programme participants' personal data may be made available to a third country/an international institution. The Administrator provides personal data to a third country/an international organisation only when it is necessary, and ensuring an appropriate level of protection, in particular by: cooperation with entities processing personal data in the countries which are included in the European Commission decision concerning the recognition of an appropriate level of personal data protection; the use of standard contractual clauses issued by the European Commission; and the use of binding corporate rules approved of by a relevant supervision body.
2. Data are provided to the United Kingdom of Great Britain and Northern Ireland pursuant to two implementation decisions issued by the European Commission on 28 June 2021 confirming an appropriate level of personal data protection in the United Kingdom of Great Britain and Northern Ireland.
3. The Erasmus+ Programme participants' personal data may be provided to a third country that is not a member of the EU/the EEA about which the decision confirming an appropriate level of data protection was not issued (including the countries participating in the Erasmus+ Programme: Turkey, Serbia and Northern Macedonia) if a person whose data are involved is in one of the following situations:
 - a) he/she is travelling to a third country within the mobility project;
 - b) he/she participates in the project implemented in cooperation with a partner organisation in a third country;
 - c) he/she participates in a project managed by National Agencies in Turkey, Serbia and Northern Macedonia;
 - d) he/she participates in a project carried out in cooperation with an organisation that is a beneficiary or a coordinator (only in case of school projects) in Turkey, Serbia and Northern Macedonia;

¹⁴ <https://www.lazarski.pl/en/privacy-policy/>

- e) if an organisation that is a beneficiary ensures access to data concerning the project to an authorised person from the third country.
4. Access to personal data is given to the following organisations in a third country:
- a) authorised employees of organisations that are beneficiaries in Turkey, Serbia and Northern Macedonia who manage projects within which a grant was awarded, mobility activities and other activities such as cooperation projects (provided that the person whose data are involved participates in the project carried out in cooperation with an organisation that is a beneficiary or a coordinator in those countries);
 - b) authorised employees of National Agencies, national bodies and the EU branches in Turkey, Serbia and Northern Macedonia (provided that the person whose data are involved participates in the project managed by National Agencies of those countries);
 - c) authorised employees of partner organisations from third countries (provided that the person whose data are involved participates in the project carried out in cooperation with a partner organisation from the third country);
 - d) authorised employees of the Erasmus+ Programme national offices in a receiving third country (for statistical purposes if the person whose data are involved is travelling to the third country within his/her mobility);
 - e) an authorised person from a given organisation in a third country (provided that the organisation that is a beneficiary within that project provided personal data).
5. In the above-mentioned cases the level of personal data protection depends on the law or practices used in a given third country. However, the rights of a person whose data are involved within the data protection may not be equivalent to those they exercise in the EU/EEA Member States or a country about which a decision on an appropriate level of protection was issued.

§ 30 – Provision of personal data to the Administrator

1. Information for the Programme participants and persons applying for participation in the Programme concerning personal data protection is provided in the present R&R, the electronic application form¹⁵ and on the University website. The Institutional Erasmus+ Coordinator and the data protection officer provide the information in person.
2. The provision of personal data to the Administrator is carried out in two stages:
 - a) a candidate to participate in the Programme provides limited personal data at the stage of application documents' submission;
 - b) a preliminarily qualified candidate to participate in the Programme provides a full scope of personal data necessary to conduct formal proceedings and logistic steps for the purpose of learning mobility implementation.
3. The Administrator shall determine the scope of personal data to be provided for processing within the recruitment process by making electronic and paper application forms available.

§ 31 – Use of the Programme participants' image

1. The University shall have the right to use photographs and films provided by the Programme participants and photographs taken and films made by the employees of the University and receiving organisations for the purpose of:
 - a) promoting the Programme in the University academic community, in particular among people with fewer opportunities;
 - b) promoting the Programme among external stakeholders;
 - c) propagating environment friendly practices at all stages of the Programme implementation at the University;
2. All matters concerning formal regulation of consents given to use an image and/or the transfer of copyright (to photographs/films) will be subject to bilateral agreements during the implementation of the Programme.

¹⁵ Completion and submission of the application form is possible after getting acquainted with the information clause on personal data protection.

X. FINAL PROVISIONS

§ 32 – Lazarski University commitments within the Programme

1. The University undertakes to meet the requirements of the Erasmus Charter for Higher Education in the EU member states and third countries associated to the Programme and adhere to the principles of ECHE reflected in Inter-Institutional Agreements entered into with organisations in third countries that are not associated to the Programme, inter alia by means of:
 - a) organisational arrangements with partner institutions concerning conditions of Inter-Institutional Agreements on the selection, preparation, admission and integration of learning mobility participants;
 - b) giving the University students and employees access to the information about the Programme and ensuring assistance in participation in the Programme;
 - c) promoting environmentally friendly ways of implementing mobility and striving to manage the Programme in accordance with the principles of sustainable development;
 - d) getting involved in the process of implementation mobility management digitalisation initiatives;
 - e) determining and promoting activities within the scope of citizen participation and monitoring participation in such activities;
 - f) promoting participation of people with fewer opportunities in the Programme and managing this participation.
2. The University undertakes to adhere to and implement the rules and activities specified by the European Commission and NA within the scope of ensuring participation of people with fewer opportunities in the Programme, including the provisions of "Implementation Guidelines - Erasmus+ and European Solidarity Corps Inclusion and Diversity Strategy"¹⁶, inter alia by means of:
 - a) publicising the above-mentioned guidelines on the University website;
 - b) striving to intensify direct interaction with the Programme candidates/participants (inter alia informational meetings, 'open door' policy);
 - c) striving to ensure simplicity of recruitment proceedings, including transparency, shortness, and comprehensiveness of application forms;
 - d) dissemination of information about the mechanism of special financial support of people with fewer opportunities within the Programme;
 - e) just and transparent selection of the Programme participation in accordance with formalised procedures;
 - f) dealing with the needs and comments reported by the Programme candidates/participants with fewer opportunities individually in order to provide them with appropriate support;
 - g) validation of mobility implemented by people with fewer opportunities extended by issues concerning satisfying additional needs connected with the exclusion factors;
 - h) ensuring the implementation of the Programme in the University facilities without architectural barriers (inter alia lifts, wheelchair ramps) and striving to verify the issue in receiving organisations.
3. The Programme participant shall have the right to contact and make comments if he/she believes that his/her receiving or sending organisation does not fulfil obligations determined in the Erasmus Charter for Higher Education or the Grant Agreement with the mobility participant. The contact institution should be an institution implementing the Programme in the given country; in Poland it is the Foundation for the Development of the Education System (Aleje Jerozolimskie 142A, 02-305 Warszawa), which plays the role of the Erasmus+ Programme National Agency.
4. Lazarski University undertakes to promote the Programme and popularise the effects of its implementation in accordance with the rules laid down by the European Commission and NA under the provisions of agreements signed within particular learning mobility projects and commitments stipulated in ECHE.

¹⁶ <https://erasmus-plus.ec.europa.eu/document/implementation-guidelines-erasmus-and-european-solidarity-corps-inclusion-and-diversity-strategy?etras>

§ 33 – Final provisions

1. The present *Regulations* (R&R) shall be binding throughout the whole period of the Programme implementation.
2. The University shall have the right to introduce changes to R&R.
3. Any changes to R&R must be developed in writing and the new version must be made available to the public on the University website in the section dedicated to learning mobility.
4. Matters that raise dispute and are not regulated in the present R&R should be resolved based on the documents referred to in § 2 subparagraph 6 R&R.
5. Every alumnus who would like to participate in learning mobility within the Programme is obliged to get acquainted with the present R&R and adhere to its provisions.
6. R&R enters into force on 1 March 2022.