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

– ENGLISH VERSION –

REGULATIONS OF

LEARNING MOBILITY OF STUDENTS AND GRADUATES OF LAZARSKI UNIVERSITY UNDER THE ERASMUS+ PROGRAM

LAZARSKI UNIVERSITY

CONTENTS

I. GLOSSARY OF TERMS 4
§ 1 – Definitions 4
II. GENERAL PROVISIONS 8
§ 2 – Basic information about the Erasmus+ Programme 8
§ 3 – Programme management at Lazarski University 8
§ 4 – Channels of communication and dissemination of information within the Programme 9
§ 5 – University Coordinator of the Erasmus+ Programme 9
§ 6 – Roles in the Programme management process 10
III. REQUIREMENTS FOR PARTICIPATION IN THE PROGRAMME 12
§ 7 – Qualification requirements for candidates 12
§ 8 – Preliminary verification of applicants' eligibility 13
IV. GENERAL RULES FOR RECRUITMENT OF PROGRAMME PARTICIPANTS 14
§ 9 – Basic recruitment rules 14
§ 10 – Communication and dissemination of information about recruitment 15
§ 11 – Course of the recruitment process 15
§ 12 – Score-based assessment 16
§ 13 – Recruitment results: preliminary qualification for the Programme 16
§ 14 – Obtaining the status of the Programme participant 17
§ 15 – Visas and residence legalisation 17
§ 16 – Exemptions 18
V. GENERAL RULES FOR CHOOSING A RECEIVING ORGANISATION 21
§ 17 – Rules for choosing an organisation for SMS 21
§ 18 – Rules for choosing an organisation for SMP 21
VI. GENERAL RULES FOR IMPLEMENTING MOBILITY 23
§ 19 – Basic rules for implementing mobility 23
§ 20 – Learning Agreement for Studies (LA-S/OLA) 25
§ 21 – Learning Agreement for Traineeship (LA-T) 26
§ 22 – Language competence 27
§ 23 – Insurance 28
§ 24 – Withdrawal from participation in the Programme 28
VII. GENERAL RULES FOR FUNDING SUPPORT FOR MOBILITY IMPLEMENTATION 29
§ 25 – Grant Agreement for student mobility for studies or traineeship within the Erasmus+ Programme 29
§ 26 – Grant support for students with special needs 30
§ 27 – Grant support to cover travel costs 30
§ 28 – Rules of grant payment/return/additional payment 31

§ 29 – Ban on double funding 32

VIII. GENERAL RULES FOR MOBILITY RECOGNITION 32

§ 30 – Recognition of SMS 32

§ 31 – Recognition of SMP 33

IX. GENERAL RULES OF PERSONAL DATA PROTECTION 33

§ 32 – Personal data protection information clause 33

§ 33 – Provision of personal data to a third country/an international organisation 35

§ 34 – Provision of personal data to the Administrator 36

§ 35 – Use of the Programme participants' image 36

X. FINAL PROVISIONS 36

§ 36 – Lazarski University commitments within the Programme 36

§ 37 – Final provisions 37

I. GLOSSARY OF TERMS

§ 1 – Definitions

For the purpose of this document, the following definitions apply:

1. **Erasmus+ Programme** [hereinafter referred to as the **Programme**] means the European Union programme implemented by the European Commission in the field of education, training, youth and sport, which aims to support learners, students, teachers, lecturers and volunteers in the implementation of international projects raising competence; detailed information about the Programme is provided, inter alia, on the websites of the European Commission[1] and the National Agency of the Erasmus+ Programme[2];
2. **National Agency of the Erasmus+ Programme and the European Solidarity Corps** [hereinafter **NA**] means an entity in charge of promoting and managing the implementation of the Programme at national level; in Poland, since 2014, the function has been entrusted by the European Commission to Fundacja Rozwoju Systemu Edukacji [the Foundation for the Development of the Education System][3];
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 [hereinafter **NA**] 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 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 in certain Actions of the Programme in well reasoned cases and in the EU interest (as partners or applicants); the list of these countries is set out on the websites indicated in subparagraph 3 herein;
5. **Erasmus Charter for Higher Education** [hereinafter **ECHE**] means an accreditation granted by the European Commission giving the possibility to higher education institutions to be eligible to apply and participate in learning mobility and cooperation activities under Erasmus+; ECHE outlines the fundamental principles an institution should adhere to in organising and implementing high quality mobility and cooperation, and it 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** means Lazarski University; its involvement in the implementation of the Programme is based on ECHE No. 101013981, approved by the Erasmus Policy Statement 2021-2027 and other regulations published on the University website, as well as agreements with NA to finance the implementation of given learning mobility projects; within the Programme, the University plays the function of a **sending organisation**, which means an entity in charge of selecting participants in the Programme and enabling them the implementation of mobility; the tasks also include funding, preparing, monitoring and recognising mobility automatically;
7. **Receiving organisation** means a participating organisation in charge of receiving participants in the Programme from abroad and offering them a programme of studies/placement within the Erasmus+ Programme;
8. **Intermediary organisation** means an entity that is involved in labour market activities or a field of education, training and work with youth in the country of the programme; it can be a part of a consortium implementing learning mobility projects but does not act as a sending organisation; its role may consist in cooperation in conducting and facilitating administrative proceedings on behalf of the higher education sending institutions and matching students' profiles to companies' needs better in case of traineeship, as well as cooperation in their preparation to participation in programmes;
9. **Partner universities** means higher education institutions (which, in accordance with the law of the given country of the Programme or a partner country, award recognised higher education diplomas) with which the University has entered into an Inter-Institutional Agreement to mutually coordinate mobility in accordance with the Programme principles; partner universities of the EU Member States or third countries associated to the

[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

Programme must have ECHE; partner universities play the role of receiving organisations; the list of partner universities is available on the University website;

10. **Students** means Lazarski University full-time or extramural students studying to obtain first-cycle study (Bachelor), second-cycle or long-cycle study (Master) diplomas;
11. **Recent alumni/graduates** [hereinafter **alumni/graduates**] means Lazarski University graduates who had passed the recruitment proceeding to participate in the Programme before they graduated form the University and who may implement learning mobility within 12 months from graduation, i.e. the date of being awarded a diploma;
12. **Programme participants** means people who are fully involved in learning mobility projects and may be awarded partial funding from the European Union to cover the cost of participation (in particular the cost of travel and living); both students and alumni may apply to be the Programme participants within the recruitment proceedings conducted by the University;
13. **Erasmus+ Student Charter** means a document stipulating rights and obligations of students/alumni participating in the Programme; it informs what rights and obligations they have during their studies or placements abroad; the Charter content can be found on the European Commission website[5] and the University website;
14. **online linguistic support** means a free of charge tool designed by the European Commission to assess language competence and assist the Programme participants in improving their knowledge of foreign languages;
15. **ECTS** (European Credit Transfer and Accumulation System) means a learner-centred system for credit accumulation and transfer, based on the transparency of learning, teaching and assessment processes; its objective is to facilitate planning, delivery and evaluation of study programmes and learners' mobility through the recognition of qualifications and periods of learning; ECTS is an element of the European higher education system that makes it possible to transfer credits awarded at one university to the programme of studies at another university; detailed information about ECTS can be found, inter alia, on the European Commission website[6];
16. **Learning mobility** [hereinafter **mobility**] means one of the opportunities for students/alumni to get involved in the implementation of the Programme within its Action 1. Learning mobility; the participation in the Action which means moving physically to a country other than the country of residence, possibly combined with a period of virtual participation, in order to undertake studies/placement, i.e.:
    a) **Student Mobility for Studies** (hereinafter **studies** or **SMS**] means the implementation of an agreed programme of studies at a foreign university (receiving organisation), in the established form and time, in order to obtain ECTS points; the period of foreign studies must constitute a part of a student's study programme at the University (sending organisation) in order to be awarded a diploma of a given cycle of studies;
    b) **Student Mobility for Placement** [hereinafter **placement** or **SMP**] means the implementation of an agreed programme of traineeship in a foreign receiving organisation (company, research institute, laboratory, organisation or any other relevant workplace), in the established form and time, in order to acquire specific competences required in the labour market, to get professional experience and better understanding of economic and social culture of the host country; in the Programme documents, the term 'placement' and '**traineeship**' are used interchangeably;
    c) **Doctoral Mobility for Studies or Placement (DMS/DMP)** means short- or long-term doctoral students' mobility related to physical traineeship abroad with possible supplementation of physical mobility with a virtual component;
17. **Form of mobility implementation** means one of the methods of mobility implementation, i.e.:
    a) **Physical mobility** means moving abroad from Poland to the country of a receiving organisation in order to implement an agreed programme of studies/traineeship that is conducted in an intramural, distance or mixed form in the country of the receiving organisation in accordance with the agreement reached;

[5] https://erasmus-plus.ec.europa.eu/erasmus-student-charter

[6] https://education.ec.europa.eu/levels/higher-education/inclusion-connectivity/european-credit-transfer-accumulation-system

b) **Virtual mobility** means a series of support activities with the use of information and communication technologies in conjunction with learning with the use of electronic media that make it possible or facilitate the acquisition of mutual international experience in the context of teaching, training and learning;
c) **Blended mobility** means the conjunction of physical and virtual mobility facilitating teamwork and exchange of experience in the field of e-learning based on cooperation in the course of or after physical mobility;

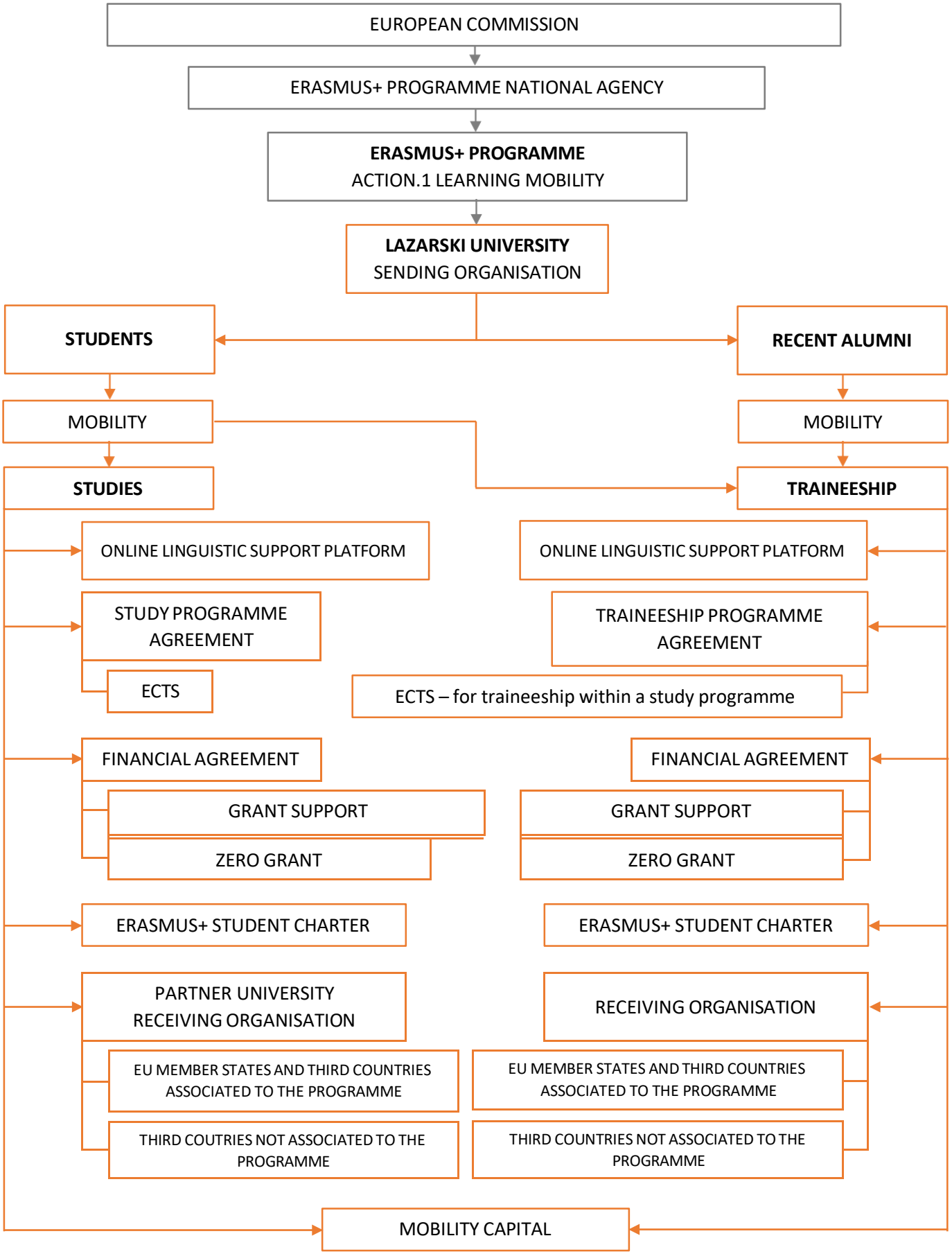
18. **Learning Agreement. Student Mobility for Studies**[7] [hereinafter **LA-S**] means a trilateral agreement between the University (sending organisation), the partner university (receiving organisation) and the Programme participant, defining the mobility programme (studies) in order to ensure its relevant and transparent preparation of mobility, as well as a basis for recognition of the subjects/modules/courses included in LA-S as the student's academic accomplishments at the University; all parties to the agreement undertake to adhere to the established principles, which guarantees that the studies abroad can be recognised without any additional requirements;
19. **Learning Agreement. Student Mobility for Traineeships**) [hereinafter **LA-T**] means a trilateral agreement between the University (sending organisation), the partner university (receiving organisation) and the Programme participant, defining the mobility programme (traineeship) and the mobility effects in order to ensure relevant and transparent preparation of mobility, as well as a basis for recognition of the traineeship implemented as the student's academic accomplishments at the University; all parties to the agreement undertake to adhere to the established principles, which guarantees that the traineeship abroad will be recognised without any additional requirements;
20. **Online Learning Agreement**) [hereinafter **OLA**] means a digital tool used to enter into trilateral agreements concerning mobility introduced within the financial perspective of the Programme for 2021-2027[8]; the OLA is one of the initiatives developed within the Erasmus Without Paper Network[9], which enables higher education institutions to join the central communications channel in order to obtain access to free exchange of data concerning the Programme participants' mobility in a safe and authorised way, supporting fully digitalised mobility management; the development of the digital mobility management constitutes an element of a broader initiative called Erasmus Without Paper [hereinafter **EWP**];
21. **Mobility capital** means the total number of months that the Programme participant may spend in a partner university or/and another receiving organisation in accordance with the rules laid down in the Programme or/and the Erasmus Mundus Programme per one level of studies regardless of the number and types of mobility Actions (the periods of studies and traineeship abroad are added); mobility capital determines how much time the Programme participant has spent abroad and for how long he/she may still move abroad or may not move abroad because he/she has already exhausted their mobility capital;
22. **Month** means a period that is equal to 30 days in the context of the Erasmus+ Programme and for the purpose of calculating grants;
23. **Erasmus+ grant** [hereinafter **grant**] means individual support to the Programme participant within the EU funds, which is determined in the **Grant Agreement** [hereinafter **grant/financial agreement**] entered into by the Programme participant and the University; the grant is supplementary in nature and aims to partially cover the differences in the costs of living in Poland and the country of a receiving organisation;
24. **Zero grant** means the form of mobility implementation with no funding awarded to a student participating in the Programme; the only difference concerning the mobility preparation, implementation and recognition (compared to a participant awarded a grant) is the fact that the mobility participant does not get funding (all the rights and obligations on the part of the participant, as well as the sending and receiving organisations must be fulfilled);
25. **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

[7] In the terminology of the European Commission and entities involved in the implementation of the Programme, the term 'Study Programme Agreement' is also used.
[8] www.learning-agreement.eu
[9] www.erasmuswithoutpaper.eu

Rights of the European Union, face obstacles that prevent them from having effective access to opportunities under the Programme;

26. **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.

Figure 1. Relationships between the main terms



II. GENERAL PROVISIONS

§ 2 – Basic information about the Erasmus+ Programme

1. *Regulations of learning mobility of students and graduates of Lazarski University under the Erasmus+ Program*, hereinafter referred to as **R&R**, lays down basic principles of the functioning of the Programme at the University, including basic rules for selecting participants in the Programme, and awarding grants in a just, transparent, consistent and documented manner. R&R establishes just and transparent procedures at all mobility stages, including in the course of communication with students and alumni.
2. R&R is a document addressed to the students and alumni of the University.
3. The Programme at the University functions in compliance with ECHE No. 101013981, the Erasmus Policy Statement 2021-2027 and other regulations published on the University website, which are referred to in subparagraph 5 herein, as well as agreements entered into with the National Agency concerning the implementation of given learning mobility projects, including the following principles:
   a) Candidates for the Programme participants shall have equal access to reliable sources of information and advice on mobility opportunities and requirements that they must meet in order to seize them.
   b) The University fully respects the non-discrimination principle and ensures equal access and opportunities to the Programme participants from different backgrounds regardless of their gender, race, ethnic origin, religion, worldview, disability, age, sexual orientation, and other dissimilarities.
4. Detailed rules for the Programme recruitment process and mobility implementation, due to changeability of external regulations (inter alia rules of resources allocation in NA competitions), are determined every academic year and/or for a given learning mobility project by:
   a) Rules of participation in the Erasmus+ Programme mobility for studies - 20.../20… academic year (version binding from...*date*...).
   b) Rules of participation in the Erasmus+ Programme mobility for traineeship - 20.../20... academic year (version binding from...*date*...).
5. The University website[10] section dedicated to learning mobility constitutes the basic source of information about the functioning of the Programme at the University and, inter alia, it serves to publish announcements and documents concerning the rules of its functioning.
6. Matters that are not regulated in the R&R shall be dealt with in accordance with:
   a) the provisions of the agreement between the University and NA (in case there are more than one agreement in force at a time, the provisions of the agreement concerning the mobility that is being implemented shall be applied);
   b) the Erasmus Charter for Higher Education (ECHE No. 101013981);
   c) the NA announcements;
   d) the provisions of 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;
   e) Rules and Regulations for Studying at Lazarski University.

§ 3 – Programme management at Lazarski University

1. The Programme management at Lazarski University takes place at two levels:
   a) the strategic one: the University Rector (substantive supervision) and the University Bursar (financial supervision);
   b) the operational one: the University Coordinator of the Erasmus+ Programme (administrative management of the Programme at the University level) and Erasmus+ Programme Faculty Coordinator (substantive processes management at a Faculty level).
2. The University Coordinator of the Erasmus+ Programme is, inter alia:

[10] https://www.lazarski.pl/en/

a) a basic human source of information for students and alumni in the field of administrative issues concerning the Programme, including the issues concerning grants;
b) a main organiser of the process of recruiting participants in the Programme;
c) a main implementer of the processes of administrative services of mobility, including grant settlement;
d) a primary decision maker interpreting the rules of the Programme functioning at the University.

3. The Faculty Coordinator of the Erasmus+ Programme (there are three of them working at: the Faculty of Economics and Management, the Faculty of Law and Administration and the Medical Faculty) is inter alia:
   a) a basic human source of information for students and alumni in the field of substantive issues concerning the Programme, including ECTS related issues;
   b) a primary decision-maker in the field of assessment of substantive legitimacy and possibilities for implementing a given mobility programme;
   c) a main implementer of the processes of substantive services of mobility, including the recognition of the outcomes of learning abroad;
   d) a party representing the University when a trilateral Learning Agreement concerning the study/traineeship programme is signed.
4. The University Rector is, inter alia:
   a) a party representing the University when entering into the Grant Agreement with the Programme participant;
   b) a body of the University authorised to deal with students' and alumni's appeals against decisions concerning their participation in the process of recruitment and mobility implementation.
5. The University Bursar is, inter alia:
   a) a main person supervising financial operations within the Programme at the University following the rules of transparency, equal treatment, and non-discrimination (operations performed by the Bursar's Office employees on behalf of/with the knowledge of the University Coordinator of the Erasmus+ Programme);
   b) an entity authorised to perform any audit and explanatory activities concerning the use of the Programme resources; therefore, he/she may request the Programme participants, via the University Coordinator of the Erasmus+ Programme, the Bursar's Office employees or directly, to provide explanation, as well as undertake physical steps concerning the use of the Programme resources.

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

1. The basic communication channel between the University and students or alumni with regard to the functioning of the Programme is electronic mail: the particular coordinators' email addresses that can be used in connection with relevant issues are provided on the University website.
2. Additional communication channels between the University and students or alumni with regard to the functioning of the Programme include traditional post service, Internet communicators, telephone networks and direct contact with the Coordinators; all contact data are provided on the University website.
3. The University reserves the right to archive electronic and traditional correspondence, notes/minutes from meetings and telephone conversations for the purpose of and the time for settling the Programme resources awarded by NA.
4. Basic information clauses concerning the privacy policy and the communications system used by the University employees are provided on the University website[11].

§ 5 – University Coordinator of the Erasmus+ Programme

1. The University Coordinator of the Erasmus+ Programme, while performing his/her tasks in the International Programmes Office operating within the Structural Projects Department, is the main entity in charge of administrative aspects of the functioning of the Programme at the University.

[11] https://www.lazarski.pl/en/privacy-policy/

2. The University Coordinator of the Erasmus+ Programme has current consultations and is subject to direct supervision carried out by the Head of Structural Projects Department.
3. Some tasks of the Coordinator may be delegated to other University employees; it concerns, in particular, the provision of administrative services for a selected category of the Programme participants by means of appointing an extra coordinator who will be indicated on the University website.
4. The International Programmes Office plays the role of the Programme service office. It is at Lazarski University (43, Świeradowska Street, 02-662 Warsaw), room no. 100A, sector A.

§ 6 – Roles in the Programme management process

1. Persons authorised to sign documents concerning the Programme management at Lazarski University in case the officials listed below are absent or unavailable are as follows:
   a) on behalf of the University Rector and the University Bursar: the University President or a person authorised to represent the University and make statements on its behalf;
   b) on behalf of the given Faculty Coordinator of the Erasmus+ Programme: the Dean of the Faculty or a person authorised and vested with the powers of the Dean of the Faculty.
   c) on behalf of the University Coordinator of the Erasmus+ Programme: the Head of the Structural Programmes Department or a person authorised and vested powers of the Head of the Structural Programmes Department. The above-listed competence regulations do not require any additional authorisation in writing.

Figure 2. Relationships between the main regulations for the functioning of the Programme at the University

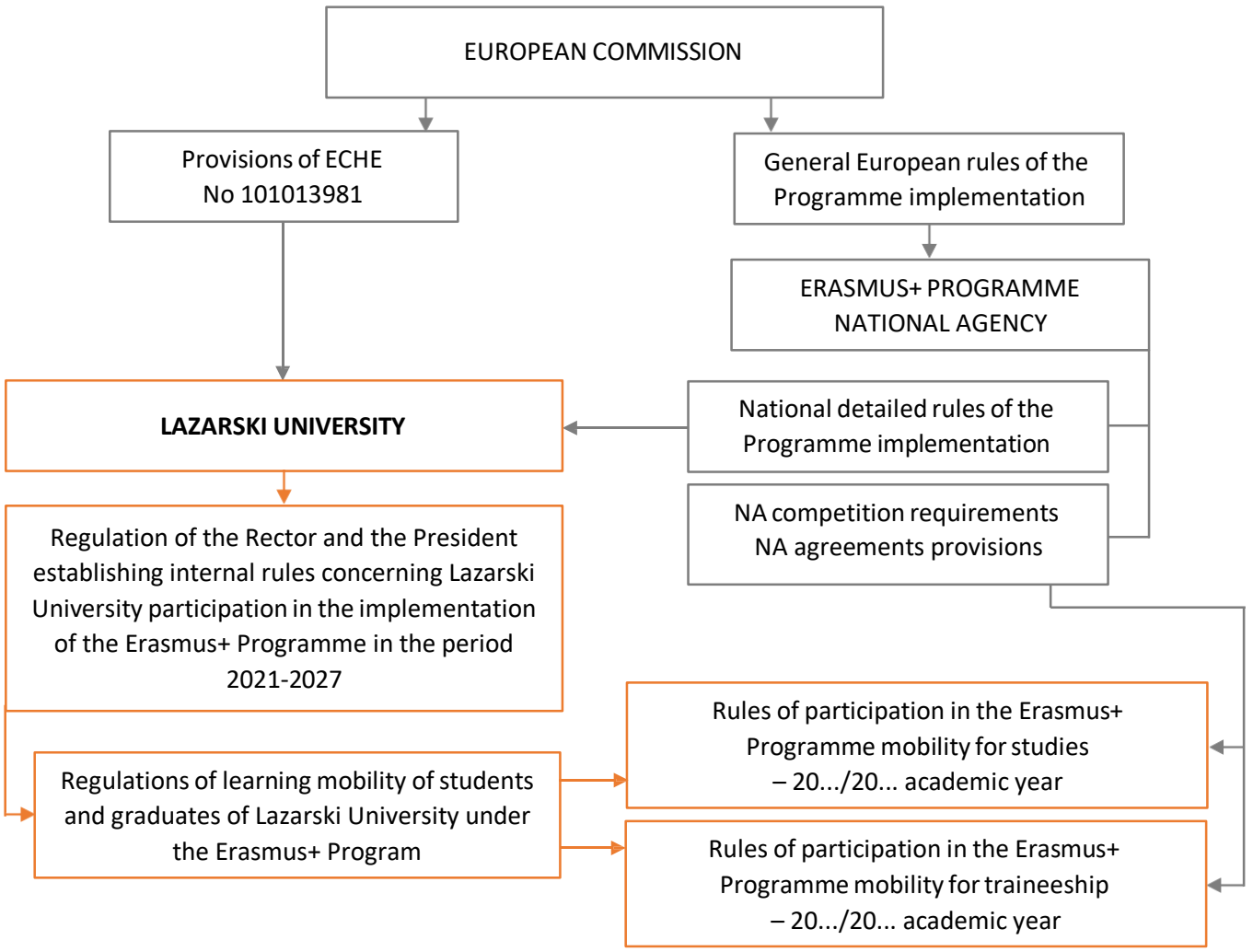
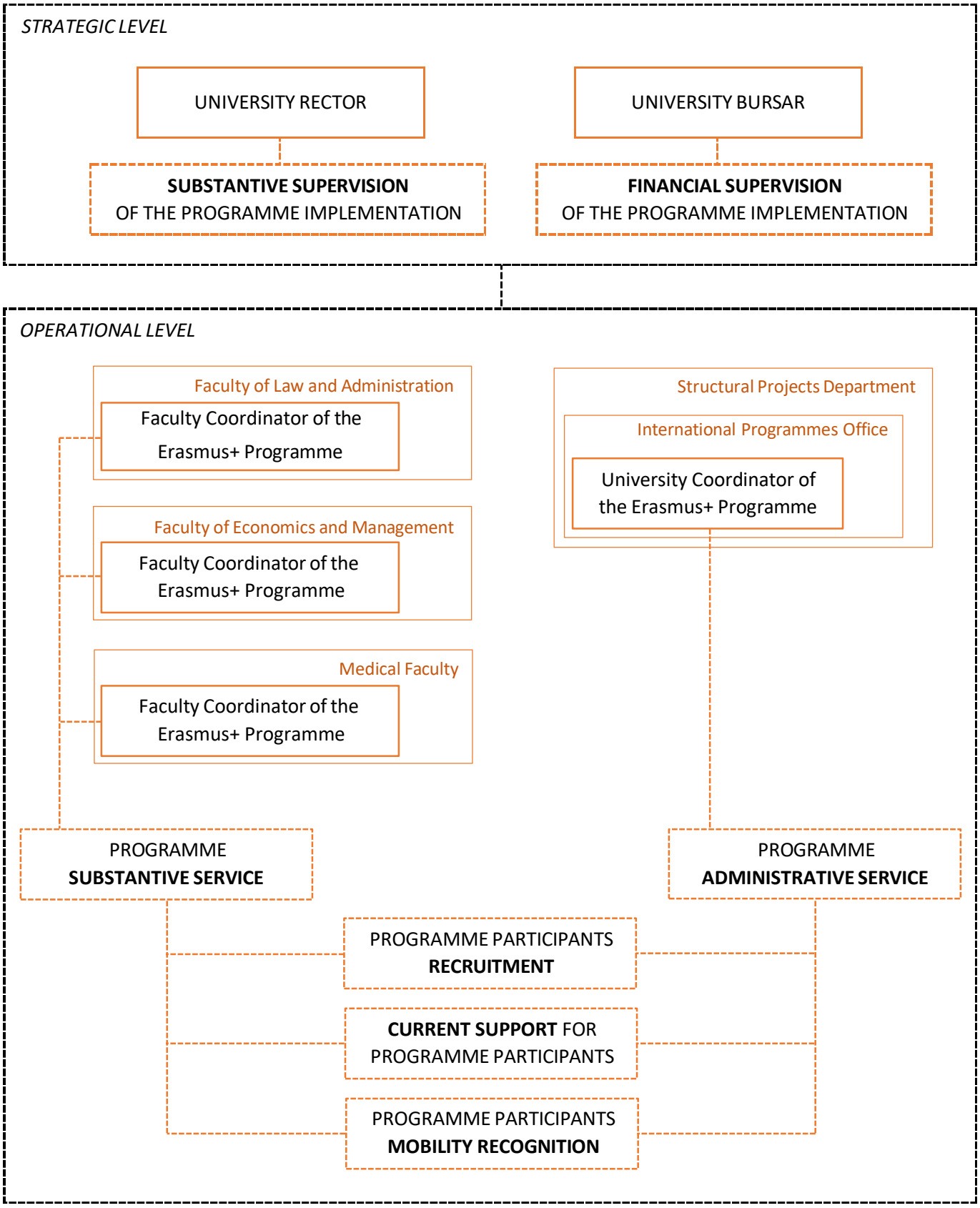


Figure 3. Structure of the Programme management at the University



III. REQUIREMENTS FOR PARTICIPATION IN THE PROGRAMME

§ 7 – Qualification requirements for candidates

1. Any person registered and admitted to the University studies aimed at obtaining a graduation diploma of first-cycle, second-cycle, third-cycle and long-cycle Master's studies, except for the provisions of subparagraphs 2-7 herein, has the right to participate in the Programme.
2. Any student may be a candidate for participation in the Programme, except for the provisions of subparagraphs 3-7 herein, regardless of:
   a) the mode of studies (intramural, extramural ones);
   b) the language of instruction in which the field of studies is implemented at the University (Polish, English);
   c) nationality (all nationalities are eligible);
   d) the status of a disabled person (disability or lack of disability).
3. A candidate applying for participation in the Programme must meet all the following requirements, i.e. he/she:
   a) must have an active status of the University student, i.e. he/she cannot be on a leave or have any other break in studying that is similar in nature, and be struck off or suspended (thus, unable to exercise student's rights);
   b) must, at the time of the planned mobility, possess the status determined in subparagraphs 4 and 5 herein;
   c) must have mobility capital at his/her disposal, which will make it possible to implement mobility in accordance with the provisions of subparagraphs 6 and 7 herein;
   d) must declare that he/she knows the foreign language in which their mobility will be implemented well enough to complete it;
   e) must submit the application in the right form and on time; the application requirements are laid down in Rules of participation in the Erasmus+ Programme referred to in § 2 subparagraph 4.
   f) must meet extra requirements that may be laid down in Rules of participation in the Erasmus+ Programme referred to in § 2 subparagraph 4.
4. Any candidate for participation in student mobility for studies (SMS) is eligible if he/she, at the time of implementing the planned mobility, meets at least one of the following requirements, i.e. he/she is:
   a) a student of at least the second year of first-cycle studies at the Faculty of Economics and Management and/or the Faculty of Law and Administration;
   b) a student of second-cycle studies at the Faculty of Economics and Management and/or the Faculty of Law and Administration;
   c) a student of the third of fourth year of long-cycle Master's studies of law at the Faculty of Law and Administration;
   d) a student of the ninth semester of the long-cycle Master's studies of law at the Faculty of Law and Administration; however, it is only possible if the student has been awarded credits for the first part of the master's diploma seminar during the eighth semester of studies;
   e) a student of at least the third year of medical studies at the Medical Faculty;
   f) a student of at least the third semester of first-cycle nursing studies at the Medical Faculty.
5. A candidate for participation in students/alumni mobility for placement (SMP) has the right to take part in the recruitment if, at the time of the planned mobility implementation, he/she meets at least one of the following requirements, i.e. he/she is:
   a) a student of at least the second year of first-cycle studies at the Faculty of Economics and Management and/or the Faculty of Law and Administration;
   b) a student of at least the second semester of second-cycle studies at the Faculty of Economics and Management and/or the Faculty of Law and Administration;
   c) a student of at least the third year of long-cycle Master's studies of law at the Faculty of Law and Administration;
   d) a student of at least the third year of medical studies at the Medical Faculty;
   e) a student of at least the third semester of first-cycle nursing studies at the Medical Faculty;

f) a doctoral student at the 8 ERK level (European Framework of Qualifications);
g) an alumnus (graduate) of the University who has entered and will pass the recruitment process before he/she is awarded a diploma, and who can implement the traineeship within 12 months from graduation, i.e. the date of being awarded a diploma.

6. A candidate applying for participation in the Programme must have mobility capital at his/her disposal which, after having taken into account the planned mobility, will not exceed:
   a) 12 months in case of first-cycle (Bachelor's) studies,
   b) 12 months in case of second-cycle (Master's supplementary) studies,
   c) 24 months in case of long-cycle (Master's) studies.
7. In order to determine mobility capital, it is necessary to take into consideration the following information:
   a) The rules of the Programme admit participants' multiple mobility for studies and/or traineeship within the frames of the mobility capital at someone's disposal.
   b) Mobility capital is calculated separately for each cycle of studies[12].
   c) In order to calculate mobility capital properly, it is necessary to sum all months spent abroad for studies and traineeship during the given cycle of studies[13].
   d) Mobility capital is allocated to an individual and not the field of studies or a university, which means that having used his/her mobility capital, a student who changes his/her field of studies or university cannot be awarded extra months of mobility capital[14].
   e) Mobility periods are summed up regardless of the fact whether they have been implemented with a grant awarded or zero grant, and whether they were implemented in a receiving organisation in the EU Member States or third countries associated to the Programme, or third countries not associated to the Programme.
   f) The maximum period of traineeship for alumni is 12 months within the cycle of studies during which they submit applications for placement.

§ 8 – Preliminary verification of applicants' eligibility

1. The University Coordinator of the Erasmus+ Programme is in charge of preliminary verification whether a candidate meets the requirements for participation in the Programme referred to in § 7. He/she shall have the right to:
   a) receive, analyse and archive candidates' application documents,
   b) obtain, analyse and archive additional information about candidates from the University resources (e.g. data from the Dean's Office and the Bursar's Office);
   c) request, via electronic mail, that given candidates remedy deficiencies or mistakes in documents before deadlines for application documents submissions;
   d) request, via electronic mail, that given candidates submit extra explanation before and after deadlines for application submissions.
2. The Recruitment Commission is in charge of assessment whether a candidate meets the requirements for participation in the Programme laid down in § 7 in accordance with the provisions laid down in § 11.

[12] Example: A student of Bachelor's studies moved for five-month studies within the Erasmus+ Programme; he has come back and now he is continuing his Bachelor's studies, so he still has seven months at his disposal for studies or traineeship.
[13] Example: A student of Bachelor's studies moved for 10-month studies and 2-month traineeship within the Erasmus+ Programme so he cannot qualify for any mobility for studies or traineeship within the Erasmus+ Programme during his first-cycle studies; however, having started second-cycle studies in the field of economics he will have an opportunity to participate in the Programme for studies/traineeship for another period of 12 months.
[14] Example: A student completed second-cycle studies in the field of economics and used the whole mobility capital (12 months) in the course of his studies. Next, he started new second-cycle studies in the field of marketing and management at another university. But in this situation he has no mobility capital for studies or traineeship.

IV. GENERAL RULES FOR RECRUITMENT OF PROGRAMME PARTICIPANTS

§ 9 – Basic recruitment rules

1. The recruitment of the Programme participants is conducted at the University level; it is a common recruitment process for students of the Faculty of Law and Administration, the Faculty of Economics and Management and the Medical Faculty.
2. The recruitment of the Programme participants is divided into the recruitment for student mobility for studies (SMS) and recruitment for students/alumni mobility for placement (SMP).
3. The initiation of the recruitment process and its scope in a given academic year depend on the fact whether the University has or has not entered into a financial agreement with NA on the implementation of a given learning mobility project and on the provisions of this agreement, including the amount of available resources for mobility implementation.
4. The Recruitment Commission is in charge of recruitment of the Programme participants. In addition,
   a) the Commission is a standing body of the University operating for the implementation of the Programme at the University;
   b) the Commission is comprised of the University Coordinator of the Erasmus+ Programme and three Faculty Coordinators of the Erasmus+ Programme;
   c) the University Coordinator of the Erasmus+ Programme, who is the main organiser of the recruitment process, is the Chair of the Commission;
   d) the Rector supervises the work of the Commission;
   e) the Commission takes decisions trying to reach a consensus; in case a consensus is not reached, the decisions are based on the result of all members' voting; in case the voting does not settle the dispute, the Chair has the final say;
   f) the Commission takes binding decisions in the presence of at least two of the three Faculty Coordinators of the Erasmus+ Programme and the Chair in accordance with the provisions of § 6 (minutes, decisions and other documents issued by the Commission must be signed by means of a handwritten and/or an electronic signature, and/or, in case the Commission works online, to confirm the validity of each document the members can declare their approval via the company email domain);
   g) the Chair organises the work of the Commission; the work can be done in the office, online or in a hybrid manner; current routine work does not require that the Commission should document it.
5. Taking into consideration the provisions of § 6, the Recruitment Commission's competences include:
   a) consultation of detailed recruitment rules and supervision of the process of dissemination of information about the recruitment conducted; the Chair, i.e. the University Coordinator of the Erasmus+ Programme, in person is in charge of the development and dissemination of rules of participation in the Erasmus+ Programme referred to in § 2 subparagraph 4;
   b) the assessment whether the candidates have met the requirements for participation in the Programme laid down in § 7;
   c) assessment of candidates (by awarding them points) based on the criteria for evaluation laid down in Rules of participation in the Erasmus+ Programme referred to in § 2 subparagraph 4;
   d) preparation of a ranking list of candidates based on their assessment score (points awarded).
6. Detailed rules of the recruitment of the Programme participants are laid down in Rules of participation in the Erasmus+ Programme, published each academic year, referred to in § 2 subparagraph 4, in which, in particular, the following issues are determined:
   a) mode of recruitment conducted (closed/continuous modes),
   b) amount of monthly support grants,
   c) span available for mobility implementation, i.e. a period allocated for the implementation of a particular learning mobility project,
   d) requirements concerning application documents referred to in § 7 subparagraph 3 (e),
   e) possible additional requirements for participation in the Programme referred to in § 7 subparagraph 3 (f),

f) criteria for awarding candidates points referred to in § 12,
g) possible provisions concerning adopted preferences to be given to candidates during the selection process (e.g. due to the planned length of mobility, a person's first-time participation in the Programme, others).

§ 10 – Communication and dissemination of information about recruitment

1. The basic channel of dissemination of information about the recruitment of the Programme participants is the University website section dedicated to learning mobility (hereinafter the website); the additional channels include the media, noticeboards and poster campaigns in the University campus, as well as direct contact with the Coordinators; however, paramount and updated information is published and available on the website.
2. Persons who would like to take part in the recruitment process should get acquainted with information published on the website, including in particular the provisions of the present R&R and Rules of participation in the Erasmus+ Programme, referred to in § 2 subparagraph 4.
3. The University will strive to introduce all possible digital solutions facilitating the programme management, including the recruitment process, in order to eliminate paper documents and promote environment friendly practices. The information about the University activities within the Erasmus Without Paper initiative and digital tools (e.g. online application forms) will be published on the website.
4. The form and deadlines for application documents submission by potential participants in the Programme must comply with the rules publicised on the website, in particular with the provisions of Rules of participation in the Erasmus+ Programme referred to in § 2 subparagraph 4.
5. Persons with disabilities have the right to report their justifiable needs concerning the recruitment procedures; the Recruitment Commission shall analyse their comments and possibly adjust the recruitment process.
6. In he course of the recruitment process, the Recruitment Commission is obliged to identify potential candidates matching the definition of participants with fewer opportunities referred to in § 1 subparagraph 25 and adopt necessary solutions in order to support those people.

§ 11 – Course of the recruitment process

1. The verification whether a candidate meets the requirements for participation in the Programme by the Recruitment Commission:
   a) takes into consideration the findings of the preliminary verification by the University Coordinator of the Erasmus+ Programme referred to in § 8 subparagraph 1;
   b) ends with the admission of every candidate meeting the requirements to the score-based assessment, or refusal to admit a candidate who does not meet the requirements to the score-based assessment; conditional admission is possible under the provisions laid down in § 16.
2. The Recruitment Commission's decision on refusal to admit a given candidate to the score-based assessment enters into force on the day when the Commission Chair delivers it to the candidate via electronic mail to the email address provided by the candidate (the information about the candidate's failure to meet the requirements with the justification can just constitute the content of the message; an extra written form on paper is not required).
3. A candidate has the right to appeal against the recruitment Commission's decision on the refusal to admit him/her to the score-based assessment to the University Rector; in such case:
   a) an appeal must be submitted within 7 days from the date when the refusal decision was delivered;
   b) an appeal must be delivered via electronic mail to: rektor@lazarski.edu.pl;
   c) an appeal must at least indicate: the student's first name, surname, number of register and justification of the appeal (the appeal may have the form of an email message; an extra written form on paper is not required);
   d) an appeal that does not meet any one of the three above-mentioned requirements will not be dealt with;
   e) the Rector shall deal with an appeal within 7 days from the date of the appeal submission; the Rector's decision is final and enters into force when it is delivered via electronic mail to the address of the appellant

(the decision with its justification may constitute the content of an email message; an extra written form on paper is not required).

4. The Recruitment Commission's basic decisions concerning the verification whether a candidate meets the requirements for participation in the Programme must be indicated in the reports referred to in § 13 subparagraph 1.
5. The provisions of Administrative Procedure Code do not apply to decisions taken in the course of the recruitment process.

§ 12 – Score-based assessment

1. The score-based assessment of candidates for participation in the Programme conducted by the Recruitment Commission:
   a) shall be based on the assessment criteria laid down in Rules of participation in the Erasmus+ Programme referred to in § 2 subparagraph 4;
   b) may take into consideration the imposition of an obligation on candidates to have an interview with the Recruitment Commission (the interview may be conducted in Polish and/or English); the Recruitment Commission shall decide on the manner and based on what documents it should assess the applicant's language competence; with respect to this issue, required documents may be indicated by partner universities and, thus, they will be decisive;
   c) ends with awarding each candidate a score (given number of points), which determines his/her rating and position on the ranking list.
2. The Recruitment Commission's decision to award a candidate a certain number of points enters into force the moment the Chair delivers the information to the interviewee via electronic mail to the email address provided by them (the information about the score awarded with its justification and the position on the ranking list may constitute the content of an email message; no extra written form on paper is required).
3. A candidate may appeal against the Recruitment Commission's decision concerning the awarded score to the University Rector following the rules laid down in § 11 subparagraph 3.
4. The Recruitment Commission's basic decisions concerning the score awarded to a candidate must be indicated in the report referred to in § 13 subparagraph 1.

§ 13 – Recruitment results: preliminary qualification for the Programme

1. The Recruitment Commission sums up the process of verification whether the candidates meet the requirements for participation in the Programme and the process of their score-based assessment by developing a report with the ranking list(s) of candidates applying for participation in particular types of learning mobility; in addition:
   a) the report must be developed in writing and be approved of in accordance with the provisions of § 9 subparagraph 4 (f);
   b) due to the provisions on the protection of personal data, the report with attachments is not subject to publication; any student/alumnus/employee of the University shall have the right to access the report after he/she requests that and makes a commitment to confidentiality and personal data protection.
2. In case given candidates are awarded the same score, the choice will be made on a first come, first served basis, i.e. the position of the ranking list will be based on the dates when the candidates submitted their applications so that those who did it earlier should take higher positions on the ranking list.
3. The recruitment results are delivered to the applicants individually via electronic mail pursuant to the provisions of § 11 subparagraph 2 and § 12 subparagraph 2.
4. In case the provisions of the Rules of participation in the Erasmus+ Programme referred to in § 2 subparagraph 4 establish a continuous mode for the given SMS and/or SMP recruitment, the Recruitment Commission shall adjust the requirements of R&R to this recruitment, as well as it can develop temporary reports and periodic ranking lists.

§ 14 – Obtaining the status of the Programme participant

1. Placing a candidate a position in the (SMS and/or SMP) ranking list means that he/she is awarded the status of a person preliminarily qualified for the participation in the Programme.
2. The status of the Programme participant is awarded when a person with preliminary qualification enters into a financial agreement with the University, i.e. a Grant Agreement on mobility for studies or traineeship within the Erasmus+ Programme, which determines the provision of a support grant or a zero grant solution.
3. A candidate with preliminary qualification can sign a Grant Agreement with the University provided that the following principles are adhered to:
   a) the number of preliminarily qualified candidates with whom the University can enter into a support grant agreement depends on the size of financial resources allocated by NA for the implementation of a given learning mobility project;
   b) the University Coordinator of the Erasmus+ Programme coordinates the process of signing grant agreements and a preliminarily qualified candidate is obliged to obey the Coordinator's requests concerning this process;
   c) before signing a financial agreement, a preliminarily qualified candidate must submit all documents and information determined in Rules of participation in the Erasmus+ Programme referred to in § 2 subparagraph 4;
   d) before signing a financial agreement, a preliminarily qualified candidate must fulfil all obligations connected with the need to enter into a trilateral Learning Agreement for Studies (LA-S) or Traineeship (LS-T); the requirement concerns both the traditional LA as well as the electronic/online one (OLA);
   e) a candidate may sign a financial agreement with the University after the University and NA sign an agreement on the implementation of a given learning mobility project within which his/her mobility is to be implemented; in particular cases, the University Coordinator of the Erasmus+ Programme, having consulted the University Bursar, may take a decision to let an agreement be signed before the University enters into an agreement with NA;
   f) candidates who have been preliminarily qualified with whom the University cannot enter into a support grant agreement because of insufficient financial resources may enter into zero grant agreements (implementation of mobility without financial support);
   g) due to the complexity of mechanisms governing the use of resources allocated by NA for the implementation of learning mobility (inter alia, spreading of grant payments in time, the change of grant amounts because of changes in actual periods of mobility, possible shifts between particular types of resources) the University Coordinator of the Erasmus+ Programme assesses available resources and determines the number of temporarily qualified candidates who may enter into a support grant agreement,
   h) a temporarily qualified candidate with whom the University cannot enter into a support grant agreement because of the lack of sufficient financial resources shall not have the right to appeal or protest in another form due to the fact that the University has no influence of the situation.
4. In case the University Coordinator of the Erasmus+ Programme recognises additional financial opportunities that make it possible to enter into extra support grant agreements (inter alia, as a result of allocation of additional resources for support grants by NA, withdrawal of some participants from the Programme, the shift of some resources between the different categories of spending within a given learning mobility project), the hierarchy of opportunities to sign agreements is determined based on the ranking list of candidates with preliminary qualification who could not enter into agreements earlier, provided that the actual time of signing them now does not constitute an obstacle to mobility implementation.

§ 15 – Visas and residence legalisation

1. Persons who would like to participate in the Programme and are nationals of countries other than the Member States of the European Union or the European Economic Area are obliged, still before the recruitment process

starts, to get acquainted with the regulations concerning the Programme participants who are planning to enter a receiving organisation's country and stay in it[15].

2. The University will strive to support participants of the Programme to legalise residence in the country of the receiving organisation if necessary, inter alia, by issuing certification of the status of persons qualified for the participation in the Programme.
3. Legalisation of residence in a receiving organisation's country, if it is required (e.g. obtaining a visa), due to the nature of legal procedures, remains the exclusive obligation of the Programme participant; failure to obtain required legal permissions shall result in the inability to enter into a support grant agreement referred to in §14 subparagraph 2 or may be the reason for a dissolution of this agreement (no possibility for physical implementation of mobility).

§ 16 – Exemptions

1. In extraordinary and justified situations and having analysed individual candidates' situation in the course of the recruitment process, the Recruitment Commission may grant exemptions from the provisions of the present R&R and/or Rules of participation in the Erasmus+ Programme referred to in § 2 subparagraph 4 and/or the rules announced on the website; however:
   a) exemptions cannot concern principles referred to in § 2 subparagraph 6;
   b) granting an exemption must take into consideration the implementation of the Programme objectives and the wellbeing of a student and the University;
   c) exemptions may concern possible preferences given to candidates in the process of the Programme participants selection referred to in § 9 subparagraph 6 (g);
   d) exemptions may, first of all apply to situations referred to in § 10 subparagraphs 5 and 6;
   e) force majeure may be another reason for granting exemptions.
2. The Recruitment Commission is obliged to indicate and justify exemptions granted in a report referred to in § 13 subparagraph 1.

[15] Potential sources of information include, inter alia, the following websites: https://www.gov.pl/web/diplomacy, https://www.gov.pl/web/udsc-en, www.europa.eu, websites of consular institutions of the receiving institutions' countries: https://europa.eu/youreurope/citizens/embassies/index_en.htm (EU/EEA embassies and consulates).

Figure 4. Programme participants recruitment process

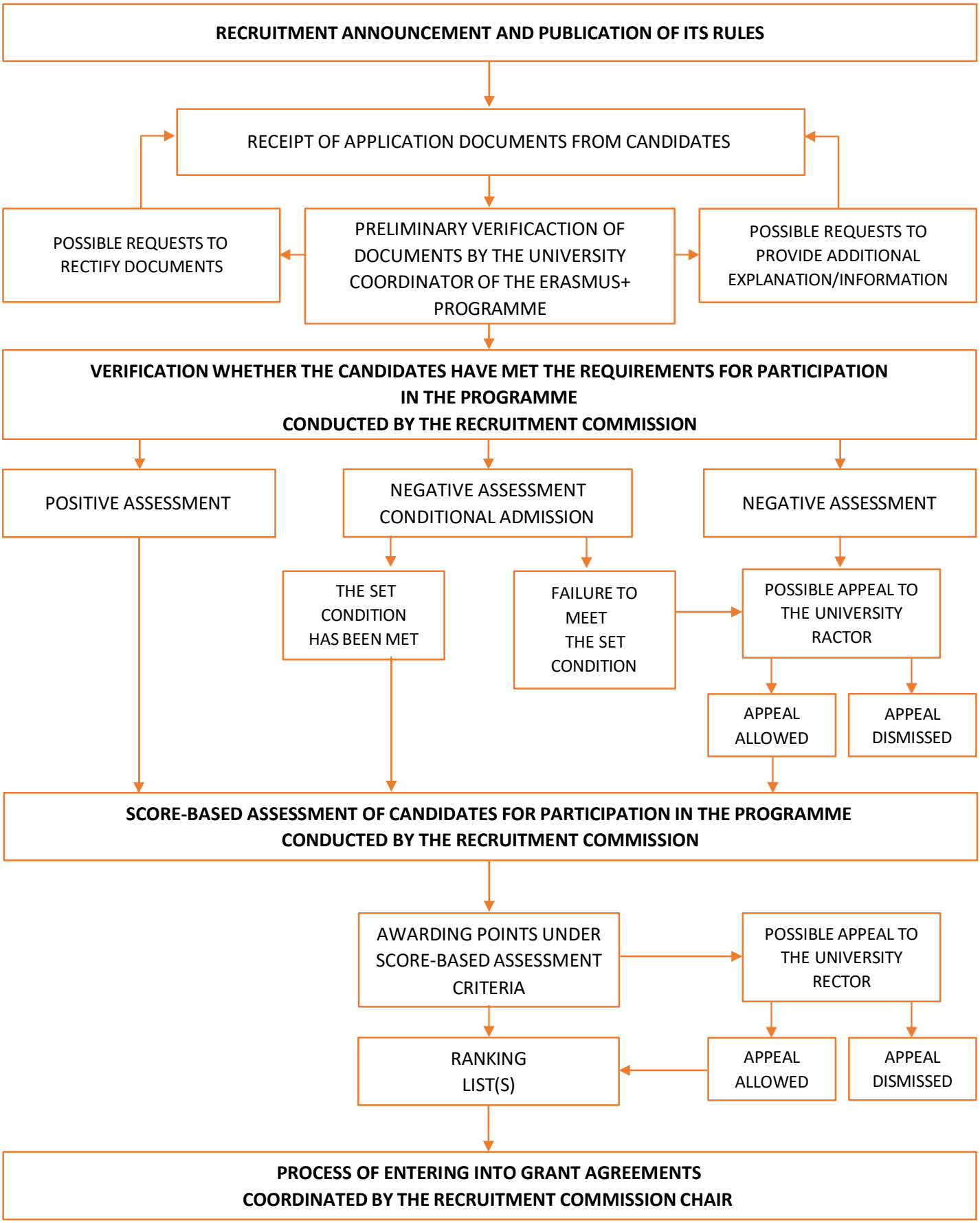
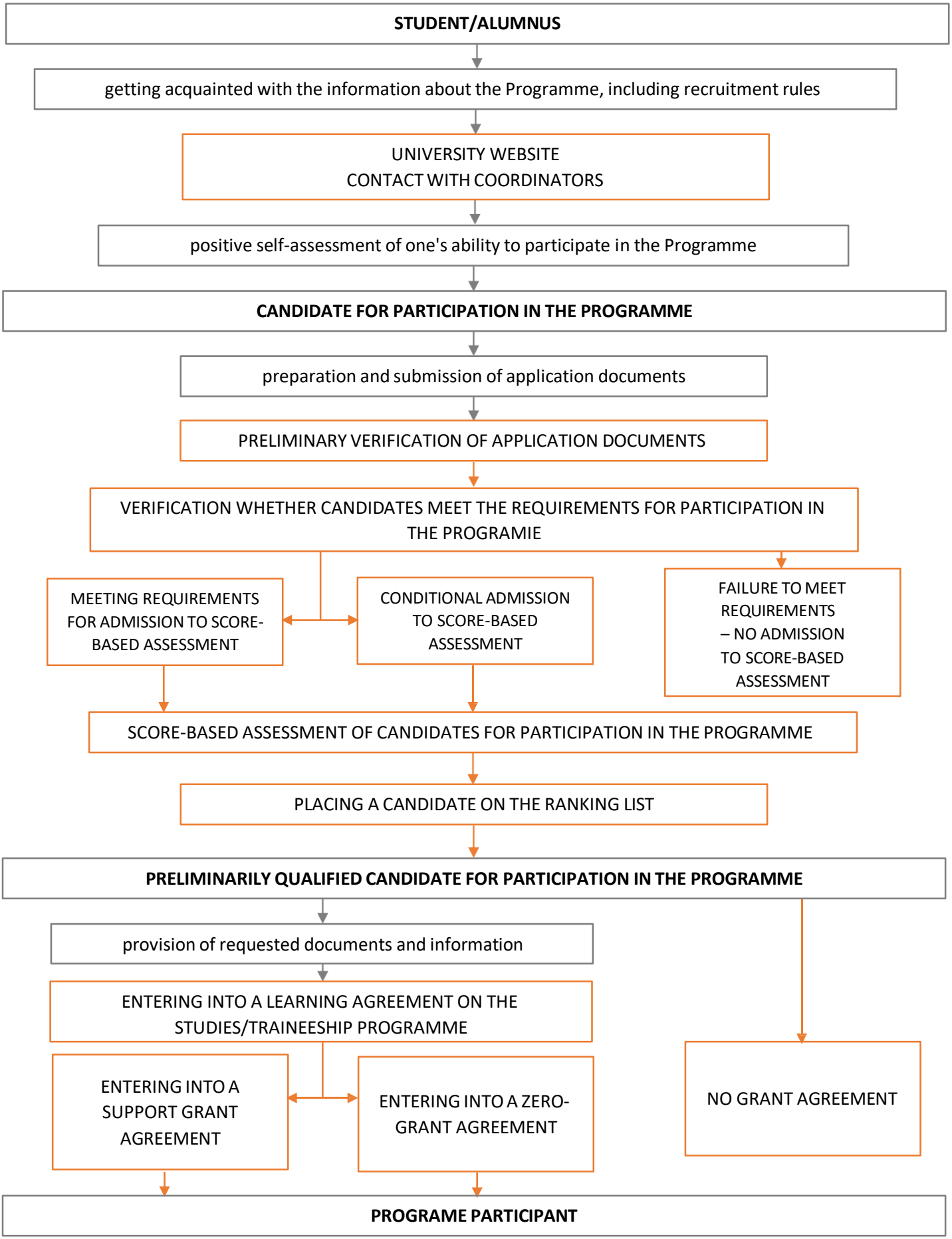


Figure 5. Process of recruitment of participants in the Programme: students/alumni status context



V. GENERAL RULES FOR CHOOSING A RECEIVING ORGANISATION

§ 17 – Rules for choosing an organisation for SMS

1. Student mobility for studies (SMS) is implemented in cooperation with universities with which the University entered into the Inter-Institutional Agreements establishing student exchange. Such universities are granted the status of partner universities; the list of partner universities is published on the University website.
2. The number of available places for student mobility for studies in a given university is laid down in the Inter-institutional Agreement on student exchange.
3. The final choice of a partner university to implement mobility from those proposed by a student takes place during the stage of preliminary qualification of participants in the Programme and takes into consideration:
   a) student admission limits declared by partner universities;
   b) conditions in the given universities in respect of the academic year timetable, the duration of mobility periods they prefer, and the time when mobility can start and finish in relation to the preferences of the students concerned;
   c) the arrangements between a student and the Faculty Coordinator of the Erasmus+ Programme made to settle the terms of a trilateral Learning Agreement - Student Mobility for Studies; the choice of a partner university must take into account the need to ensure high quality and usefulness of mobility for a student's development in the process of his/her education;
   d) the position of students on a ranking list with respect to the hierarchy of opportunities to choose a partner university; in case more students prefer a given university than its admission limit offers, students holding higher positions on the ranking list have the right to be first to choose that university.
4. In case the University cannot guarantee the implementation of mobility at a partner university that a student prefers because of the conditions referred to in subparagraph 3 herein, the student involved does not have the right to appeal or protest in any other way due to the fact that the University does not have influence on the situation.

§ 18 – Rules for choosing an organisation for SMP

1. Students/Alumni mobility for placement (SMP) is implemented in cooperation with an entity with which the University and a student enter into a trilateral Learning Agreement - Student Mobility for Placement/Traineeship before the mobility starts. Mobility for Traineeship does not require that the University and a receiving organisation enter into an Inter-institutional Agreement, with the exception stipulated in subparagraph 2 (a) iv. herein. The rules of participation in the Erasmus+ Programme referred to in § 2 subparagraph 4 may introduce additional formal requirements concerning the establishment of cooperation. The entity that fulfils all formalities is granted the status of a receiving organisation. The university does not have a list of organisations receiving students for traineeship due to the provisions of subparagraphs 2-3 herein.
2. The initiative to look for and propose an entity for possible implementation of traineeship rests with a student interested in mobility; however:
   a) organisations that can be receiving ones are as follows:
      i. every public or private organisation in the European Union Member State or a third country associated to the Programme operating in the labour market or in the field of education, training, youth, scientific research and innovation; for example, it can be a public or private small, medium-size or big company (including social enterprises); a public administration organ at a local, regional or national level or a consular office of the sending country of the Programme; a social partner or another representative of the labour world, including chambers of commerce, guilds or professional associations, trade unions; research institutes; foundations; schools/institutes/educational centres (at any level, from kindergarten to secondary school, including vocational training and adult education);
      ii. a non-profit organisation, an association, a non-governmental organisation;
      iii. an institution providing professional guidance, carer counselling and information services;

iv. a higher education institution in the EU Member State or a third country associated to the Programme that has ECHE or a higher education institution in a third country not associated to the Programme that has entered into the Inter-institutional Agreement with partners in the EU Member State or a third country associated to the Programme before the start of mobility.

b) in order to avoid a potential conflict of interests or double funding, organisations that cannot be a receiving organisation include the EU institutions and bodies, inter alia specialised agencies (a full list of these institutions is available on the European Commission website[16]) and organisations managing the EU programmes, e.g. National Agencies of the Erasmus+ Programme;

c) an organisation proposed by a student must be approved of by the University at the stage of recruitment of the Programme participants.

3. Approval referred to in subparagraph 2 (c) herein must comply with the following rules:

a) an entity proposed by a student must ensure an appropriate course of the foreign traineeship programme and have organisational credibility that can be verified; organisational credibility means a minimum possibility of confirming the functioning of a given entity in public registries and/or by verification of information about that entity available on the Internet and/or via a direct contact of the University Coordinator of the Erasmus+ Programme with it; the University Coordinator of the Erasmus+ Programme may refuse to approve of the entity to implement traineeship proposed by a student if the entity does not meet the above-mentioned formal requirements or if he/she has objections regarding guarantees for an appropriate course of foreign traineeship and the entity's credibility;

b) an entity proposed by a student to implement traineeship must declare readiness to establish, in cooperation with a student and the Faculty Coordinator of the Erasmus+ Programme, the substantive content of a trilateral Learning Agreement. Student Mobility for Traineeships; the choice of a receiving organisation must take into account the need to ensure high quality level and usefulness of mobility for the student/alumnus professional development (traineeship must be relevant to the field of studies and personal development, and possibly integrated into the programme of studies);

c) a decision on approval or rejection of an entity proposed by a student is taken by the University Coordinator of the Erasmus+ Programme after consultation with the Faculty Coordinator of the Erasmus+ Programme and/or a unit responsible for traineeship coordination within the Faculty;

d) the University Coordinator of the Erasmus+ Programme informs the student about the decision on approval or rejection of the proposed organisation via electronic mail, i.e. email sent to the address provided by the student (the information with justification can constitute the content of the message; an extra written form on paper is not required);

e) a student does not have the right to appeal against the decision referred to in subsection (d) herein concerning the rejection to approve of the proposed entity to implement traineeship; a student may propose another entity that will be subject to the verification in accordance with subparagraphs 2 and 3 herein.

4. Students' initiative referred to in subparagraph 2 herein concerning their search for and choice of a potential entity to implement their traineeship may be supported by the University by means of the following activities:

a) the University Coordinator of the Erasmus+ Programme may support cooperation between a student interested in mobility and the unit responsible for coordination of traineeship within the given Faculty;,

b) publication of information about additional sources of data on foreign traineeship available on the Internet, including offers of this traineeship[17], on the University website;

c) potential establishment of cooperation between the University and an intermediary organisation or organisations matching the definition referred to in § 1 subparagraph 8; information about the scope of the potential cooperation will be publicised on the University website

[16] https://european-union.europa.eu/institutions-law-budget/institutions-and-bodies/institutions-and-bodies-profiles_en

[17] Be informed that the University shall not take responsibility for receiving organisations' reliability and the quality of traineeship they offer. The information about foreign traineeship offers presented by the University is exemplary in nature and does not constitute a full catalogue of offers.

VI. GENERAL RULES FOR IMPLEMENTING MOBILITY

§ 19 – Basic rules for implementing mobility

1. A participant in the Programme is obliged to implement mobility in accordance with the provisions of:
   a) the present Regulations (R&R);
   b) Rules of participation in the Erasmus+ Programme referred to in § 2 subparagraph 4;
   c) announcements published on the University website;
   d) trilateral Learning Agreement for Studies/Traineeship (LA-S/LA-T) he/she signs at the stage of accession to the Programme;
   e) the Grant Agreement on mobility for studies or traineeship within the Erasmus+ Programme he/she signs at the stage of accession to the Programme;
   f) the Erasmus+ Student Charter published on the University website and the European Commission website[18];
   g) additional regulations laid down by a receiving organisation[19] provided that they are not in conflict with the provisions referred to in subsections a-f herein;
   h) requests sent to him/her personally by the University Coordinator of the Erasmus+ Programme and/or the Faculty Coordinator of the Erasmus+ Programme and/or a coordinator/mentor of the programme participants in the receiving organisation provided they are not in conflict with the provisions of subsections a-g herein.
2. The mobility period in the Programme accounts to:
   a) student mobility for studies: from 2 months (or one academic semester or trimester) to 12 months of physical mobility;
   b) student mobility for traineeship: from 2 months to 12 months of physical mobility;
   c) doctoral mobility for traineeship: from 5 to 30 days or from 2 to 12 months (including a period of mobility for studies that can comprise traineeship if it is planned);
   d) physical mobility combined with virtual mobility (short-term blended mobility): physical mobility must take from 5 to 30 days and must be combined with an obligatory virtual component providing opportunities for teamwork and exchange of experience based on cooperative e-learning; at least 3 ECTS points must be awarded within blended mobility for studies.
3. The mobility periods referred to in subparagraph 2 herein result from the rules for implementing the Programme laid down by the European Commission/NA and being in force when the present R&R was passed. In case the particular mobility periods are amended in the Programme documents, the University will use the new binding rules for the given Grant Agreements. The University Coordinator of the Erasmus+ Programme will inform about changes introduced in the course of recruitment and entering into the Grant Agreements. The introduction of the above-mentioned changes will not require any changes to the present R&R.
4. Participants in the Programme are entitled to exercise their rights stipulated in the documents and rules referred to in § 19 subparagraph 1 and are obliged to fulfil their obligations laid down in the documents and rules referred to § 19 subparagraph 1.
5. A participant in the Programme implementing SMS is obliged to without delay inform a representative of a partner university (receiving organisation) playing the role of a coordinator/mentor of the Programme participants and the University Coordinator of the Erasmus+ Programme (communication via electronic mail is recommended) about any situations that infringe the provisions of the documents and rules referred to in § 19 subparagraph 1, and in case of a partner university in the EU Member State or a third country associated to the Programme about any infringements of the provisions of ECHE, in particular including:

[18] https://erasmus-plus.ec.europa.eu/erasmus-student-charter

[19] The scope of additional regulations concerning the implementation of mobility determined by a receiving organisation depends on its individual conditions: these may such regulations as rules and regulations for studying at a partner university, rules and regulations for working in an organisation receiving a trainee, health and safety regulations etc. A participant in the Programme is obliged, within his/her recognition of receiving organisations and then cooperation with a coordinator/mentor of participants in the Programme, to get acquainted with those internal regulations and adhere to them.

a) any occurrence of discrimination against a participant in the Programme on the basis of gender, race, ethnic origin, religion, worldview, disability, age, sexual orientation or any other dissimilarity;
b) any occurrence of unequal academic treatment of a participant in the Programme and in comparison with the quality of educational services provided for the partner university's own students;
c) any occurrence of the feeling of danger, i.e. a participant's sense of threat to health and life when using a partner university's infrastructure;
d) a partner university making claims on fees for tuition, registration, exams, and the use of labs or libraries, which are unauthorised under the Programme provisions[20],
e) a lack of sufficient counselling service or support in organisational and substantive matters, as well as linguistic assistance, which does not enable a participant in the Programme to implement mobility in accordance with the assumptions made.

6. A participant in the Programme implementing SMP is obliged to immediately inform a representative of a receiving organisation playing the role of a coordinator/mentor of the participants in the Programme and the University Coordinator of the Erasmus+ Programme (correspondence via electronic mail is recommended) about any instances of infringement of the provisions of documents and rules referred to in § 19 subparagraph 1, in particular including:
   a) any occurrence of discrimination against a participant in the Programme on the basis of gender, race, ethnic origin, religion, worldview, disability, age, sexual orientation or any other dissimilarity;
   b) any occurrence of unequal professional treatment of a participant in the Programme;
   c) any occurrence of the feeling of danger, i.e. a participant's sense of threat to health and life when using a receiving organisation's infrastructure;
   d) a lack of sufficient counselling service or support in organisational and substantive matters, as well as linguistic assistance, which does not enable a participant in the Programme to implement mobility in accordance with the assumptions made.
7. Any breaches in the implementation of mobility resulting from the situations referred to in § 19 subparagraphs 5 and 6 and difficulties resulting from them will, depending on their nature, be eliminated by a representative of a receiving organisation playing the role of a coordinator/mentor of the participants in the Programme and/or the University Coordinator of the Erasmus+ Programme and/or the Faculty Coordinator of the Erasmus+ Programme.
8. Any breaches of the provisions of the documents and rules referred to in § 19 subparagraph 1 resulting from the Programme participant's activities/failures to act constitute this participant's exclusive responsibility and require immediate restoration of the appropriate status of mobility implementation.
9. A participant in the Programme is obliged, within the elimination of breaches referred to in § 19 subparagraph 8, to immediately fulfil requests of a representative of a receiving organisation playing the role of a coordinator/mentor of the participants in the Programme and/or the University Coordinator of the Erasmus+ Programme and/or the Faculty Coordinator of the Erasmus+ Programme.
10. In case breaches referred to in § 19 subparagraph 8 are not eliminated, a participant may be subject to sanctions stipulated in the provisions of the Grant Agreement.
11. A participant in the Programme, at the stage of mobility implementation, may appeal against the decisions issued by the University Coordinator of the Erasmus+ Programme and/or the Faculty Coordinator of the Erasmus+ Programme concerning matters that are not in the catalogue of infringements determined in § 19 subparagraph 12 by lodging his/her appeal to the University Rector in accordance with the rules laid down in § 11 subparagraph 3.
12. In case a receiving organisation or any other party notifies the University that a participant in the Programme committed acts of: racism, xenophobia, mobbing, in particular mobbing targeting disabled people, aggressive or

[20] However, a partner university may, in accordance with the rules of the Programme, charge participants small fees for insurance, membership in student unions, the use of learning materials or equipment in accordance with the same rules that are applied to their own students.

blameworthy behaviour, or tried to appropriate property under false pretence, the University Coordinator of the Erasmus+ Programme shall have the right to:

a) treat a decision of a disciplinary commission of the receiving organisation as binding;
b) terminate the mobility of the participant in the Programme before the date determined in the Grant Agreement;
c) file a motion to the University to withdraw from the Grant Agreement;
d) demand that the participant in the Programme return a part or the whole scholarship awarded.

13. In case of the occurrence of any situations referred to in § 19 subparagraph 12, a participant in the Programme will be informed about a decision taken by the University Coordinator of the Erasmus+ Programme via electronic mail to his/her email address provided in the Grant Agreement. An additional written document is not required. A participant has the right to appeal against the decision of the University Coordinator of the Erasmus+ Programme to the Chair of the University Disciplinary Commission within 7 days from the delivery of the decision to the email address of the Programme participant provided in the Grant Agreement. The decision of the Disciplinary Commission is final.
14. In case the Disciplinary Commission upholds or extends the penalty imposed by a receiving organisation, the Programme participant will be charged for the cost of the disciplinary proceeding, including the cost of communication with foreign witnesses.

§ 20 – Learning Agreement for Studies (LA-S/OLA)

1. Implementation of student mobility for studies (SMS) requires that the University (a sending organisation), a partner university (a receiving organisation) and a participant in the Programme enter a trilateral learning agreement after they receive information about preliminary qualification of a participant in the Programme. Parties to the agreement are obliged to strive to sign the agreement as quickly as possible and not later than the time planned to start the implementation of mobility.
2. The lack of the Learning Agreement is an obstacle to entering into the Grant Agreement on learning mobility for studies or traineeship, i.e. the payment of a scholarship and thus mobility implementation.
3. The Learning Agreement for Studies [LA-S] determines courses planned for implementation during mobility and agreed on by a participant in the Programme and a sending and a receiving university covering the participant's programme of studies implemented at his/her university and a number of ECTS credits that will be automatically transferred to his/her university after the implementation of mobility and completion of particular courses at the partner university.
4. The Learning Agreement may be changed within five weeks before the beginning of mobility implementation or, in case of extension of mobility duration, a month before the planned end of the course being in progress at the latest. The change includes potential necessary amendments within the programme of mobility, which must be approved of by all parties to the Learning Agreement.
5. After the implementation of mobility, a receiving university is obliged to send a student and a sending university the Transcript of Records, i.e. credits awarded for courses completed within the mobility, within a period laid down in the Inter-Institutional Agreement. Based on the Transcript of Records, a sending university should recognise automatically the student's learning outcomes, i.e. successfully completed courses into the account of the study programme at the sending university.
6. The Learning Agreement for Studies LA-S should be signed in its online version: Online Learning Agreement (OLA) with the use of a digital tool for trilateral mobility agreements under the Erasmus+ Programme 2021-2027[21]. The guidelines on how to use the Online Learning Agreement for Studies is available on the University website.
7. The Learning Agreement for Studies must include the number and names of courses, ECTS credits etc. that a student is obliged to consult with the Faculty Coordinator of the Erasmus+ Programme due to the rules and specificity of the fields of study at particular Faculties of the University and the requirements of the partner university.

[21] www.learning-agreement.eu

8. The University may refuse to recognise the period of studies abroad in case the programme of studies indicated in the Transcript of Records differs from the programme determined in the Learning Agreement for Studies or approved amendments to LA-S and/or the participant in the Programme is not awarded the number of ECTS credits required.
9. The occurrence of conditions referred to in subparagraph 8 herein may result in the necessity to return a part or the whole of the awarded scholarship due to inappropriate implementation of the mobility. Each such case will be individually analysed by the University Coordinator of the Erasmus+ Programme when the mobility implementation is recognised.
10. A student is obliged to make up for any programme differences resulting from mobility. The process should be agreed on with the sending university before the start of mobility. It concerns in particular situations in which a student has no opportunities to implement courses obligatory at the sending university during his/her mobility due to the lack of their equivalents at the partner university.
11. The list of documents necessary for the mobility final recognition is laid down in § 30 of the present R&R and published on the University website.

§ 21 – Learning Agreement for Traineeship (LA-T)

1. The implementation of Student Mobility for Placement (SMP) requires that the University (a sending organisation), a receiving organisation and a participant in the Programme sign the trilateral Learning Agreement after the receipt of information about the preliminary qualification of the participant in the Programme. The parties to the agreement are obliged to strive to enter into the agreement as quickly as possible, and not later than the date of the mobility implementation start.
2. The lack of the trilateral Learning Agreement for Traineeship does not allow for signing the Erasmus+ Programme Grant Agreement, and thus the payment of the scholarship and the implementation of mobility.
3. The Learning Agreement for Traineeship LA-T should determine the traineeship programme (traineeship/placement) and mobility outcomes that allow reliable and transparent preparation and implementation of traineeship/placement, ensure recognition of successfully completed mobility and its recognition in the academic accomplishments of the student/alumnus involved. The Traineeship Programme, depending on the type (obligatory internship, optional internship, job placement), may not stipulate the awarding of ECTS credits but must be related to the field of studies of the participant in the Programme.
4. Recognition of mobility in the academic accomplishments referred to in subparagraph 3 herein is exercised by means of:
   a) in case of internship: entry of the internship into the diploma supplement;
   b) in case of alumni placement: issue of a certificate of mobility implementation and, at the student's request made before the start of mobility, entry of the mobility into the Europass document.
5. The Learning Agreement for Traineeship includes three steps:
   a) Before the mobility – it is entered into by the three parties before the start of mobility, and determines traineeship programme (its signing is required to sign the Grant Agreement and implement mobility);
   b) During the mobility – it covers possible changes to the mobility programme, which must be agreed on with the sending organisation as quickly as possible and then approved of by all parties to the agreement; in case the change concerns the extension of the mobility period, such a motion must be filed a month before the planned end of the mobility period being in progress at the latest;
   c) After the mobility – it concerns the Traineeship Certificate that is issued by the receiving organisation after mobility is completed; it can be transferred via electronic mail or any other means accessible to the participant in the Programme and the University; based on the Certificate, the University recognises the successful implementation of the mobility for traineeship and registers its outcomes as the participant's academic accomplishment.
6. The Learning Agreement for Traineeship (LA-T) can be developed in a paper version; a scanned document that has been physically signed is also accepted.

7. A student/alumnus should consult on the content of the Learning Agreement for Traineeship concerning its substantive part and the course of traineeship with his/her Faculty Coordinator of the Erasmus+ Programme, due to the need of assessment of the traineeship quality and its relation to the field of studies of the participant in the Programme.
8. The University may refuse to recognise the traineeship in case the traineeship programme and/or the place of its implementation and/or the traineeship period is not in accordance with the commitments made in the Learning Agreement for Traineeship or approved changes to LA-T and/or the participant in the Programme fails to obtain a confirmation of successful implementation of the traineeship.
9. The occurrence of the conditions referred to in subparagraph 8 herein may result in the necessity to return a part or the whole scholarship awarded due to inappropriate implementation of the mobility. Each such case is individually analysed by the University Coordinator of the Erasmus+ Programme during the final mobility recognition assessment.
10. A student should agree on the type of traineeship (obligatory internship, optional internship, job placement) with the Faculty Coordinator of the Erasmus+ Programme and his Faculty unit responsible for student internship before the start of their mobility. The type of traineeship agreed on should be declared in the Learning Agreement for Traineeship LA-T. The change of the type of traineeship can only be made in accordance with the provisions referred to in subparagraph 5 (b) herein.
11. The catalogue of documents necessary for the final recognition of the mobility implementation is laid down in § 31 of the present R&R and published on the University website.

§ 22 – Language competence

1. The participant in the Programme, with the exception of the provisions laid down in subparagraphs 2-4 herein, should take the Erasmus+ online linguistic support language assessment test before the mobility[22].
2. The participants that are exempt from the online language assessment test before the start of the mobility period include:
   a) participants whose main language of instruction/one used in the place of traineeship implementation is not available for online linguistic support assessment; or
   b) participants whose main language of instruction/one used in the place of traineeship implementation is their native language; or
   c) special needs students if their disability is an obstacle to carrying out a language assessment test online.
3. Additional exemptions from the online linguistic support assessment test may be introduced by means of announcements published on the University website.
4. The online linguistic support platform as a tool to assess language competence and improve the knowledge of foreign languages also enables participants in the Erasmus+ Programme to complete foreign language courses online; access to the online language courses and recognition of their completion[23] should be agreed on directly between the University Coordinator of the Erasmus+ Programme and the participants.
5. A participant in the Programme whose language assessment result qualifies him/her to an obligatory online language course can start it immediately after they get access to it and can use the service maximally.
6. Data necessary to get access to the online linguistic support platform are sent to the participants in the Programme via electronic mail to the address provided in their application documents; the participant in the Programme should immediately carry out the language assessment test (the link to it is active for a certain period only) and use the licence in accordance with its purpose.
7. The participant in the Programme who is informed that most of the subjects laid down in LA-S or/and most of the tasks laid down in LA-T will be implemented in a different language of instruction than the one declared

[22] Carrying out the language competence assessment test before the mobility is a prerequisite for starting the mobility implementation.
[23] Language course licenses must be used in the period between the language assessment test (before the start of the mobility) and the completion of the mobility period.

(the change of the main language) should immediately inform the University Coordinator of the Erasmus+ Programme about that in order to obtain access to the appropriate online language assessment test.

8. The participant in the Programme who fails to fulfil all obligations concerning the use of the online linguistic support platform may be subject to sanctions stipulated in the provisions of the Grant Agreement, i.e. the agreement on mobility for studies or traineeship.
9. The language competence test result does not influence the assessment of appropriate implementation of the mobility.

§ 23 – Insurance

1. Before the start of the mobility period a participant in the Programme should buy an insurance policy covering health insurance and accident insurance, as well as civil liability insurance; moreover:
   a) the minimum coverage must include repatriation;
   b) the University, in agreement with the receiving organisation, may determine additional compulsory insurance coverage; the information about this extra insurance coverage requirement will be published on the University website or provided by the University Coordinator of the Erasmus+ Programme directly to the given student/alumnus;
   c) in case the additional compulsory insurance overage is determined by the receiving organisation, the participant in the Programme is obliged to buy this additional insurance provided that he/she was informed by the receiving organisation or the University and provided that the receiving organisation notified the University that the mobility participant must possess an additional insurance policy;
   d) the insurance must cover health expenses in the country/countries of transit and destination (the country of the receiving organisation);
   e) the insurance must be valid for the whole period of physical mobility implementation (the period of staying abroad in the receiving organisation);
   f) a copy of the insurance policy provided by the mobility participant is attached to the participant's documents; failure to submit the insurance policy providing the coverage referred to in § 23 subparagraph 1 (a-e) constitutes an obstacle to entering into the Grant Agreement, i.e. the Grant Agreement on mobility for studies or traineeship within the Erasmus+ Programme;
   g) the cost of the insurance policy must be covered by the participant in the Programme.
2. It is recommended that the Programme participant buy health insurance in Poland covering the cost of treatment in the European Union (the European Health Insurance Card, EHIC); however, the EHIC alone does not meet all the minimum requirements referred to in subsection 1 herein. The European Health Insurance Card is issued by the National Health Fund at an individual's request; the form is available on the NHF website[24].
3. The participants in the Programme who are Polish citizens are recommended to register in the 'Odyseusz' service[25] run by the Ministry of Foreign Affairs. The participants in the Programme who are not Polish citizens are advised to check if there are similar services in the countries of their origin and register in them. .
4. The participants in the Programme are recommended to verify all travel information before the start of their mobility on reliable government websites, e.g. Serwis Rzeczypospolitej Polskiej[26].

§ 24 – Withdrawal from participation in the Programme

1. The mobility participant's withdrawal from the Programme is possible provided that he/she submits a filled in declaration of withdrawal form available on the University website. The declaration may be submitted in person to the University Coordinator of the Erasmus+ Programme or in the form of a scan of the signed document sent via electronic mail to the address indicated on the University website.
2. In case of withdrawal from the participation in the Programme when the process of organising the mobility has already started, i.e. the contact was established and agreements with the receiving organisation started, the

[24] www.nfz.gov.pl (no English version of the website)
[25] https://odyseusz.msz.gov.pl/Home/RegisterTravel (no English version of the website)
[26] https://www.gov.pl/web/dyplomacja/informacje-dla-podrozujacych (no English version of the website)

parties started or completed the process of entering into the trilateral agreement on LA-S or LA-T, the whole process of organising the mobility including the signing of the Grant Agreement on student mobility for studies or traineeship was completed or the implementation of physical mobility started, the student is also obliged to inform the receiving organisation about his/her withdrawal from the Programme.

3. The withdrawal from the participation in the Programme may result in the necessity to return a part or the whole scholarship awarded due to the failure or partial failure to meet the requirements for the mobility implementation laid down in the Grant Agreement on LA-S/LA-T within the Erasmus+ Programme, as well as to fulfil other duties stipulated in the documents and rules referred to in § 19 subparagraph 1 of the present R&R.
4. The Programme participant is obliged to indicate in his/her declaration the reason for his/her withdrawal from the participation in the Programme.
5. The University Coordinator of the Erasmus+ Programme should carry out the mobility assessment within 14 days from the submission of the withdrawal from the participation in the Programme. In case there are premises referred to in subparagraph 3 herein, a student/ alumnus should be immediately informed about the necessity to return a part or the whole scholarship via electronic mail to the address provided in the Grant Agreement (an additional written form on paper is not required).

VII. GENERAL RULES FOR FUNDING SUPPORT FOR MOBILITY IMPLEMENTATION

§ 25 – Grant Agreement for student mobility for studies or traineeship within the Erasmus+ Programme

1. The mobility implementation requires that a sending organisation and a student/alumnus qualified for the participation in the Programme enter into the Grant Agreement, i.e. the Grant Agreement on mobility for studies or traineeship within the Erasmus+ Programme. The agreement must be entered into before the mobility starts.
2. The Grant Agreement must be signed in case of the mobility of a participant who is awarded a grant from the EU Erasmus+ Programme funds, a zero grant or a grant from the EU Erasmus+ Programme funds combined with a zero grant.
3. The Grant Agreement contains information about general rules for the mobility implementation, inter alia the time and venue of the mobility, the rates of grants awarded, and conditions of payment.
4. The EU support grant within the Erasmus+ Programme depends on the mobility direction between the sending and receiving countries. Information about the grant amounts and potential additional support is provided in the Rules of participation in the Erasmus+ Programme referred to in § 2 subparagraph 4.
5. The amount of support for each student is calculated by means of multiplication of the number of days/months of physical mobility of a student/alumnus by a lump sum per day/month in a receiving country of a given category. In case of an incomplete month, the support amount should be calculated by multiplication of the number of days of the incomplete month by 1/30 of the lump sum allocated for a complete month.
6. The financial resources necessary to pay grants within the Erasmus+ Programme are transferred by the National Agency of the Erasmus+ Programme into a dedicated Lazarski University bank account in foreign currency. The University pays a student/alumnus the grant in the awarded amount in EUR transferring it only into the bank account that a student/alumnus provided in the Grant Agreement. It is recommended that the participant in the Programme have a bank account in EUR. In case they have accounts in other foreign currencies they may have to pay commission for transactions or cover the cost of exchange, which will decrease the value of the grant awarded. The University is not responsible for the costs, commissions or other charges imposed on the participant by banks in connection with the above-mentioned situations. Accounts in EUR in Polish banks are recommended.
7. Grants within the Programme are awarded within individual support, which is a contribution to additional travel and living costs during the period of studies or traineeship abroad.
8. In accordance with 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), the

participants in the Programme who were awarded grants do not pay income tax on the amount that does not exceed the amount of income exempt from tax under Article 21 par.1 subsection 23a (a) Act of 26 July 1991 on personal income tax. The exemption referred to in the above-mentioned Regulation applies to income obtained until 31 December 2023.

9. Any changes to the Grant Agreement must be laid down in an appendix changing particular provisions of the agreement, which must be signed by the parties. Otherwise they are invalid.

§ 26 – Grant support for students with special needs

1. Students/alumni with special needs (lesser opportunities) who participate in mobility may be awarded additional grant support calculated based on lump sums. Students eligible to additional support grants include:
   a) students participating in mobility for studies /traineeship who have the right confirmed by the University to social scholarship under the University regulations,
   b) students with disabilities participating in mobility for studies/traineeship who have a formal expert opinion on their disability,
   c) alumni participating in mobility for traineeship who have the right confirmed by the University to social scholarship under the University regulations,
   d) alumni participating in mobility for traineeship who have a formal expert opinion on their disability.
2. The additional grant support is awarded within the regular grant funding by increasing the awarded grant by amounts based on the lump sums determined for the given learning mobility Grant Agreement entered into by the University and NA.
3. The amount of lump sums of the additional grant support for students and recent alumni will be determined each time in the Rules of participation in the Erasmus+ Programme referred to in § 2 subparagraph 4.
4. The eligible student/alumnus is obliged to submit documents confirming that he/she meets the requirements laid down in subparagraph 1 (a-d) herein at the stage of the process of entering into the Grant Agreement at the latest in order to award and pay the additional grant support in accordance with subparagraph 3 herein. Failure to submit the documents confirming the eligibility to additional grant support is an obstacle to awarding it.
5. Students/alumni with fewer opportunities who participate in the mobility may also apply to NA via the University Coordinator of the Erasmus+ Programme for additional funding of real costs. The students who can apply for financing real costs include:
   a) students with disabilities participating in the mobility for studies/traineeship who have formal expert opinions about their disability,
   b) alumni with disabilities participating in the mobility for traineeship who have formal expert opinions about their disability.
6. The amount of the additional grant is specified in a special application for funding additional costs directly related to disabilities, other than standard travel and living costs during the mobility abroad. Each cost indicated requires detailed justification, specification of predicted expenditures and the provision of a basis for calculation of the expenditures. This is NA that takes the final decision on awarding additional grant support.
7. The application for additional funding of real costs of mobility implementation incurred by a student/alumnus is justified when they constitute resources without which mobility implementation is not feasible and which are not provided by a receiving university/organisation or financed from other sources.
8. Detailed rules for applying and criteria for awarding additional grant support to cover real costs by NA are laid down in Rules of Participation in the Erasmus Programme referred to in § 2 subparagraph 4.

§ 27 – Grant support to cover travel costs

1. The participants in the Programme may, in certain circumstances, receive funding to cover travel costs. The rules for awarding, settling and the amount of funding to cover travel costs are laid down in Rules of Participation in the Erasmus+ Programme referred to in § 2 subparagraph 4, in compliance with the requirements stipulated by NA.

2. The participants in the Programme who are not awarded grant support to cover travel costs shall have the right to receive funding for the use of environment friendly means of transport. In such a case, they may receive a one-time support of EUR 50 as an individual benefit and, if necessary, up to four days of grant support to cover the cost of a return journey. The rules for awarding and accounting support for the use of environment friendly means of transport are laid down in Rules of participation in the Erasmus+ Programme referred to in § 2 subparagraph 4, in compliance with the requirements stipulated by NA.

§ 28 – Rules of grant payment/return/additional payment

1. The amount of a scholarship for SMS and SMP is determined based on the rates binding under the given Grant Agreement for the implementation of a learning mobility project entered into by the University and NA. The binding scholarship rates and additional grant support are laid down in Rules of participation in the Erasmus+ Programme referred to in § 2 subparagraph 4 R&R.
2. Within 30 days from the date of signing the Grant Agreement, i.e. the Grant Agreement on mobility for studies or traineeship within the Erasmus+ Programme, by both parties or after the University (a sending organisation) receives the confirmation of arrival at the receiving organisation, but not later than on the day of the start of the mobility period, the student shall get an advance payment accounting for 80% of the amount of the grant support awarded.
3. In case the participant fails to meet the deadline set by the University for submitting the required documents, a delayed advance payment referred to in subparagraph 2 herein is exceptionally admissible.
4. The payment of the second part of the grant support accounting for 20% of the amount of the grant support awarded within the Programme shall take place after the student submits the required documents referred to in § 30 and 31 of the present R&R to the University Coordinator of the Erasmus+ Programme.
5. In case the Grant Agreement provisions are infringed, a part or the whole scholarship paid may be subject to return.
6. In case the mobility period is shortened but the minimum duration required is maintained and other requirements laid down in the Grant Agreement are met, a part of the grant proportional to the mobility period not implemented must be returned.
7. The return of the scholarship paid should be made by the participant in the Programme until the deadline, in the currency and into the bank account indicated by the University Coordinator of the Erasmus+ Programme in the electronic correspondence sent to the student's email address provided in the provisions of the Grant Agreement; an additional written form on paper is not required.
8. A participant in the Programme who was unable to complete the mobility in accordance with the plan as a result of force majeure may be made exempt from the obligation to return a part or the whole grant support provided that NA gives such consent.
9. In case of the occurrence of force majeure, the participant in the Programme must without delay report the situation to the University Coordinator of the Erasmus+ Programme (a written notification is required, including one via electronic mail). Based on the report, the University Coordinator of the Erasmus+ Programme lodges a motion to NA to recognise the whole or a part of the scholarship and/or costs incurred by the participant in the Programme affected by force majeure. The recognition of mobility affected by force majeure and the amount of due grant support are subject to approval by NA.
10. In an extraordinary situation, justified by the participant in the Programme in writing, the participant may apply to the University Coordinator of the Erasmus+ Programme for the extension of the mobility period and support for the additional period of mobility; the University Coordinator of the Erasmus+ Programme, based on the assessment of the given learning mobility project implementation stage (as well as financial resources) may take one of the following decisions:
    a) give consent to extend the mobility period and award additional grant support; it is then necessary to sign an appendix to the Grant Agreement;
    b) give consent to extend the mobility period without awarding an additional grant support; it is then necessary to sign an appendix to the Grant Agreement indicating a zero grant awarded for the extended mobility period;
    c) refuse to give consent to extend the mobility period.

11. The extension of the mobility period that is not authorised, not agreed on in writing with the University Coordinator of the Erasmus+ Programme and not regulated by means of a signed appendix to the Grant Agreement shall not constitute grounds to claim compensation from the University.

§ 29 – Ban on double funding

1. The participant in the Programme who has entered into the Grant Agreement, i.e. the Grant Agreement on mobility for studies or traineeship within the Erasmus+ Programme, with grant support or without it (zero grant), in accordance with the rules of the Programme, shall have the right to receive another financial support in the course of the mobility implementation with the exception of the provisions in subparagraphs 2-4 herein.
2. At the time of mobility implementation a student is not deprived of any additional forms of financial support granted by the University under separate regulations.
3. In case of additional forms of financial support awarded to a student by an entity independent of the University, he/she should verify the rules of awarding it and/or contact the entity in order to determine the impact of the mobility implementation on the right to continue receiving this financial support.
4. In case the participant in the Programme has entered into the Grant Agreement including grant support (a student receiving support from the EU funds), he/she is obliged to adhere to the ban on double funding, i.e. ban on receiving financial support for the same expenditures/ forms of support from the different EU sources of funding. Thus, it is especially forbidden to receive funding from the Programme resources for the implementation of the same type of mobility implemented at the same period within learning mobility projects of different universities; under no circumstances, the same costs can be covered twice from the EU budget.
5. The participation in mobility does not exclude the Programme participant's opportunity to work in accordance with the regulations binding in the country of their mobility provided that the work is not in conflict with the mobility programme implementation, and does not infringe the ban on double funding referred to in subparagraph 4 herein.

VIII. GENERAL RULES FOR MOBILITY RECOGNITION

§ 30 – Recognition of SMS

1. For the purpose of SMS recognition, the participant in the Programme should submit the following documents to the University Coordinator of the Erasmus+ Programme in the sending organisation:
   a) CONFIRMATION LETTER – an original document confirming the period of the mobility completed, which is signed by the Coordinator in the receiving university;
   b) TRANSCRIPT OF RECORDS – the list of marks awarded in the receiving university during the mobility period;
   c) SYLLABI – descriptions of courses completed during the mobility period.
2. The participant is obliged to submit the documents referred to in subsection 1 herein within 30 calendar days from the date of mobility conclusion; the deadline is final.
3. The participant who has completed SMS is obliged to fill in an ONLINE INDIVIDUAL REPORT generated by the European Commission and dedicated to the Programme. A request to complete the report together with the link to it to do it online is sent to the Programme participant's email address provided in the Grant Agreement.
4. The participant is obliged to submit the online report referred to in subparagraph 3 herein within 30 calendar days from the date of the request receipt, i.e. the date of the receipt of the link to do it online.
5. The participant may be requested to submit a supplementary report concerning the recognition in case he/she failed to submit this information in the first report.
6. The settlement of the final amount of support is based on the actual duration of the student's physical mobility in the receiving organisation. The period must be confirmed in the documents referred to in subparagraph 1 (a-b) herein issued and confirmed by the receiving organisation.
7. In case of mobility for studies, provided that the requirement of the minimum duration of the mobility period is met, if the confirmed period of mobility is shorter than the one stipulated in the Grant Agreement, the mechanism of five-day flexibility may be applied, i.e.:

a) if the difference between the confirmed mobility period and the period stipulated in the Grant Agreement accounts for five calendar days, the amount of the grant support remains unchanged, i.e. the amount is the same as it was determined in the Grant Agreement;
b) if the difference between the confirmed mobility period and the period stipulated in the Grant Agreement accounts for more than five calendar days, the amount of the grant support should be recalculated and the student may be requested to return a part of the received amount.

8. The participant who fails to submit the documents referred to in subparagraph 1 herein and fails to submit his/her individual report referred to in subparagraphs 3 and 5 herein may be requested to return a part or the whole grant support received.

§ 31 – Recognition of SMP

1. For the purpose of SMP recognition, the participant of the Programme is obliged to submit the following documents to the University Coordinator of the Erasmus+ Programme:
   a) CONFIRMATION LETTER – an original document confirming the period of mobility completed signed by the representative of the receiving organisation;
   b) AFTER THE MOBILITY (LEARNING AGREEMENT) – a confirmation of the implementation of the traineeship/internship in the receiving organisation.
2. The participant is obliged to submit the documents referred to in subparagraph 1 herein within calendar 30 days from the date of the mobility completion.
3. The SMP participant is also obliged to fill in the ONLINE INDIVIDUAL REPORT generated by the European Commission and dedicated to the Programme. A request to complete the report together with the link to it to do it online is sent to the Programme participant's email address provided in the Grant Agreement.
4. The participant is obliged to submit the online report referred to in subparagraph 3 herein within 30 calendar days from the date of the request receipt, i.e. the date of the receipt of the link to do it online.
5. The settlement of the final amount of the support is based on the actual duration of the student's/alumnus's physical mobility in the receiving organisation. The period must be confirmed in the documents referred to in subparagraph 1 (a-b) herein issued and confirmed by the receiving organisation.
6. In case of mobility for traineeship/placement, provided that the requirement of the minimum duration of the mobility period is met, if the confirmed period of mobility is shorter than the one stipulated in the Grant Agreement, the mechanism of five-day flexibility may be applied, i.e.:
   a) if the difference between the confirmed mobility period and the period stipulated in the Grant Agreement accounts for five calendar days, the amount of the grant support remains unchanged, i.e. the amount is the same as it was determined in the Grant Agreement;
   b) if the difference between the confirmed mobility period and the period stipulated in the Grant Agreement accounts for more than five calendar days, the amount of the grant support should be recalculated and the student may be requested to return a part of the received amount.
7. The participant who fails to submit the documents referred to in subparagraph 1 herein and fails to submit his/her individual report referred to in subparagraph 3 herein may be requested by the University to return a part or the whole grant support received.

IX. GENERAL RULES OF PERSONAL DATA PROTECTION

§ 32 – 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 lawentities 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 policy[27] are published on the University website.

§ 33 – Provision of personal data to a third country/an international organisation

1. The Erasmus+ Programme participants' personal data may be made available to a third country/an international organisation. 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;
   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);

[27] https://www.lazarski.pl/en/privacy-policy/

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.

§ 34 – 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 form[28] and on the University website. The University Coordinator of the Erasmus+ Programme 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.

§ 35 – 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.

X. FINAL PROVISIONS

§ 36 – 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) giving foreign students access to updated catalogues of classes;

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

d) promoting environment friendly ways of implementing mobility and striving to manage the Programme in accordance with the principles of sustainable development;
e) getting involved in the process of implementation of the initiative to develop the European Student ID (mobility management digitalisation);
f) determining and promoting activities within the scope of citizen participation and monitoring participation in such activities;
g) 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"[29], 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.

§ 37 – 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 student/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 September 2026.

[29] https://erasmus-plus.ec.europa.eu/document/implementation-guidelines-erasmus-and-european-solidarity-corps-inclusion-and-diversity-strategy?etrans