



Fundusze Europejskie  
dla Warmii i Mazur

Dofinansowane przez  
Unię Europejską



## PARTICIPATION AGREEMENT IN THE PROJECT

**"Your Second Home!" no. FEWM.09.03-IZ.00-0065/23**

concluded on ..... in ..... between:

HN Partners Kamil Hańczkiewicz Adrian Nowak civil partnership, with its registered office in Łódź, ul. Targowa 27, 90-043 Łódź, NIP: 7272796011, REGON: 361571622, represented by Mr. Adrian Nowak or Mr. Kamil Hańczkiewicz - partners of the civil partnership, hereinafter referred to as the **Beneficiary**,

and

Mr./Ms.....

Residing at: .....

PESEL number : .....

or

another identifier in the absence of a PESEL number:.....

hereinafter referred to as the **Participant of the Project**,

hereinafter collectively referred to as the **Parties**.

### PREAMBLE

This Agreement defines the terms of participation in the Project entitled "Your Second Home!" no. FEWM.09.03-IZ.00-0065/23, implemented by the Beneficiary HN Partners Kamil Hańczkiewicz Adrian Nowak civil partnership, in partnership with the "SYNAPSA" Family Support Association, in the Warmian-Masurian Voivodeship.

The Project is co-financed by the European Union under the European Social Fund Plus, European Funds for Warmia and Masuria 2021-2027 (Priority 9. Inclusion and Integration EFS+, action 9.3. Integration of third-country nationals in the local environment).

### § 1

#### General Provisions

This Agreement regulates the rights and obligations of the Parties regarding the implementation of support under the Project entitled "Your Second Home!" no. FEWM.09.03-IZ.00-0065/23, in accordance with the Co-financing Agreement concluded with the Managing Authority – the Warmian-Masurian Voivodeship Board.



## § 2

### Przedmiot Umowy

1. The subject of the Agreement is the provision of support to the Participant in the Project by the Beneficiary, in accordance with §3 point 6 of the Recruitment and Project Regulations entitled "*Your Second Home!*".
2. The scope of project support includes the following activities:
  - a. Individual needs assessment for the Participant
  - b. Polish language courses
  - c. Individual psychological and specialized support
  - d. Assistance services
  - e. Adaptation workshops – Conditions of life in Poland
3. The scope of support provided to the Participant (from the catalogue specified in §2 point 2 b-e) will result from the Individual needs assessment of the Participant, prepared by the Psychologist and accepted by the Participant.
4. Support will be provided at the location and time established by the Beneficiary.

## § 3

### Obligations of the Participants in the Project

1. The Participant undertakes to:
  - a. Familiarize themselves with these Regulations.
  - b. Sign and submit the complete documentation related to participation in the Project, as outlined in these Regulations.
  - c. Sign the Participation Agreement in the Project, specifying the rights and obligations of the Parties.
  - d. regularnego, punktualnego i aktywnego uczestnictwa w zajęciach, na które się zakwalifikowali, zgodnie z otrzymanym harmonogramem, Uczestnik zobowiązuje się do:
    - 100% attendance in individual sessions, i.e., needs assessment, psychological support/specialized support, assistance services.
    - Minimum 80% attendance in group support forms, i.e., Polish language training, adaptation workshops – Conditions of life in Poland. Participation in the activities is mandatory, and the Participant must promptly inform the Project Team about the reasons for absence from any activities before they start.
    - Confirm participation in all planned forms of support by signing attendance lists or other reporting documents.
  - e. Participate in all planned forms of support by signing attendance lists or other reporting documents.
  - f. Participate in the monitoring and evaluation process of the Project, including completing surveys, documents, and tests.
  - g. Participate in the entire educational cycle.
  - h. Participate in the required validations, internal and external exams.
  - i. Be ready to engage in education or training.



- j. Confirm receipt of training/didactic materials and catering, as well as other documents related to the proper implementation of the Project.
- k. Continuously inform the Project Coordinator about any events that may disrupt their further participation in the Project.
- l. Provide, at the request of the Beneficiary, explanations and information relevant to the proper implementation of the Project.
- m. Not use the same support in a Project co-financed by the European Social Fund Plus (EFS+).
- n. Inform the coordinator about resignation from the Project in writing (with a justification for the resignation, in the case of situations outlined in §8 of these Regulations).
- o. Notify the Beneficiary of absence on a specified day or leaving the activity before the planned end time, at least by phone the day before the activity.
- p. Continuously inform the Project Coordinator about any changes to their status (meeting the conditions specified in §4 of the Recruitment and Project Regulations entitled "*Your Second Home!*").
- q. Return the costs of participation in the support forms in cases specified in §8 of the Recruitment and Project Regulations entitled "*Your Second Home!*" to the bank account of the Beneficiary indicated by the Project Coordinator. The amount of the fee will be determined individually for each Participant, considering all circumstances related to participation in the Project.
- r. Submit signed required project documents, including:
  - Recruitment documents specified in §4 of these Regulations
  - The participation agreement in the project with the annex
  - Disability survey (if applicable)
  - Declaration confirming the Participant's details on the day of the first support
  - Declaration of not receiving support simultaneously from another project co-financed by EFS+.
- s. Continuously inform the Project Implementer about any events that may disrupt their further participation in the Project and report – in writing only – any changes regarding the information contained in the recruitment documents, including address details, labor market status, and data confirming belonging to the target group.

#### § 4

##### **Rights of the Project Participant**

1. The Participant has the right to receive support within the scope defined in the Recruitment and Project Regulations and in the Co-financing Agreement and is entitled to:
  - a. Free participation in the support forms offered under the Project,
  - b. Submit comments regarding the support forms they participate in and other organizational matters directly to the Project Coordinator,
  - c. Submit objections regarding the implementation of the Project or their participation in the Project in writing to the Project Office,
  - d. Access and modify their personal data provided for the purposes of the Project,



- e. Receive accompanying support depending on the type of support provided, particularly: receiving free training and educational materials for classes, during Polish language courses (notebook, pen, folder, as well as a textbook and exercises), and during adaptation workshops (notebook, folder, pen),
- f. Receive reimbursement for travel expenses based on the Travel Reimbursement Regulations – within the framework of the Needs Assessment, Polish language courses, Individual psychological and specialized support, and Adaptation workshops
- g. Access catering in the form of a coffee break (coffee, tea, milk, cookies, juice, water, sugar, lemon) during Polish language courses and adaptation workshops,
- h. Childcare during group activities for the Participant, such as during Polish language courses and adaptation workshops,
- i. Receive a certificate confirming the completion of the training provided under the Project,
- j. Receive a certificate confirming the acquisition of competencies or qualifications as a result of passing the exam.

## § 5

### Obligations of the Beneficiary

1. The Beneficiary undertakes to:
  - a. The Beneficiary undertakes to
  - b. Ensure safe and hygienic conditions during the provided support,
  - c. Monitor the quality of the support provided, both individual and group,
  - d. Provide the Project Participant with support as specified in §2 of this Agreement, in accordance with the Co-financing Agreement and the applicable legal regulations, in particular:
    - Ensure qualified trainers/specialists to carry out substantive tasks
    - Provide training rooms with the necessary equipment to facilitate learning for people with disabilities,
  - e. Prepare and issue to the Project Participant a certificate, confirmation, or diploma confirming participation in the training, as well as a certificate, confirmation, or diploma confirming the acquisition of qualifications/competencies after passing the exam following the completion of the training – provided that the Participant attended the training sessions and passed the aforementioned exam,
  - f. Carry out the recruitment process for Candidates to the Project in the area covered by the Project and implement the Project in an open manner, in accordance with the principles of equal opportunities and non-discrimination, including accessibility for people with disabilities, in accordance with the principle of gender equality and sustainable development.

## § 6

### Statements of the Project Participant

The Project Participant declares that:

- a. They meet all the conditions for participation in the project as specified in §4 of the Recruitment and Project Regulations for the project "Your Second Home!",
- b. They are voluntarily expressing the intention to enhance, supplement their skills, competencies, and acquire qualifications,
- c. In case of providing false information, the Project Participant will bear the responsibility for submitting an untrue statement or concealing the truth.



## § 7

### Processing of Personal Data and Consent to Use of Image

1. The Project Applicant declares that the personal data and image of the Project Participant will be used solely for the purpose of project implementation.
2. The Participant agrees to the sharing and processing of their personal data for the purpose of the project, in accordance with the Personal Data Protection Act.

## § 8

### Final Provisions

1. This Agreement is concluded for the duration of the project, i.e., until August 31, 2025.
2. Any changes to this Agreement require an annex in writing, under penalty of invalidity.
3. The parties agree to strive for amicable settlement of any disputes that may arise in connection with the execution of the agreement.
4. In the event of a failure to resolve a dispute in the manner specified in point 3, the parties agree that the dispute will be referred to the common court competent for the Beneficiary's registered office.
5. In matters not regulated in the content of the agreement, the relevant provisions and principles resulting from the European Funds Program for Warmia and Mazury 2021-2027, as well as Community and national law, especially the Civil Code and the Personal Data Protection Act, shall apply.
6. The parties to the agreement undertake to promptly notify each other of any changes to their addresses for correspondence.
7. The Agreement has been drawn up in two identical copies, one for each party.

.....  
(seal and signature of the Beneficiary)

.....  
(legible signature of the Project Participant)

#### Attachments to this Project Participation Agreement:

- Statement of meeting the criteria for the project's target group
- Consent to the use of image