



AGREEMENT BETWEEN BENEFICIARY AND PARTICIPANT

AGREEMENT – ERASMUS+ - MOBILITY OF INDIVIDUALS

Project code: 2023-1-PL01-KA171-HED-000148144

Field: Higher Education
Academic year: 2024/2025

PREAMBLE

This Agreement ('the Agreement') is between the following parties:

on the one part,

the Organisation ('the organisation'),

AGH University of Krakow

Erasmus Code: PL KRAKOW 02

Address: Mickiewicza 30 Ave., 30-059 Krakow, Republic of Poland

Email: csm@agh.edu.pl

represented for the purposes of signature of this agreement by **Professor Rafał Wiśniowski,**
Vice-Rector for Cooperation

and

on the other part,

the 'participant'

Thanh Hai Pham

Date of birth: 14/09/1986

Address: B703, Tan Viet Tower, Duc Thuong ward, Hoai Duc District, HaNoi, Vietnam

Phone: (+84) 788 268 258

Email: phamthanhhai@hmg.edu.vn

Bank account where the financial support should be paid:

Bank account holder: PHAM THANH HAI

Bank name: Bank for Investment and Development of Vietnam JSC (BIDV), Branch Cau Giay

Clearing/BIC/SWIFT number: BIDVNVX

Account/IBAN number: 2150552542

The parties referred to above have agreed to enter into this Agreement.

The Agreement is composed of:

Terms and Conditions

Annex 1: [Erasmus+ mobility agreement for staff mobility for teaching/ Erasmus+ mobility agreement for staff mobility for training]¹

The terms set out in the Terms and Conditions will take precedence over those set out in the annex.

¹ It is not compulsory to circulate documents with original signatures for Annex 1 of this agreement: scanned copies of signatures and electronic signatures may be accepted (including via the Erasmus Without Paper Network), depending on the national legislation or institutional regulations.

Total amount includes:

- ☐ Base amount for individual support for short-term physical mobility
- ☐ Travel support (standard travel or green travel amount)
- ☐ Travel days (additional individual support days)

The participant receives:

- ☐ a financial support from Erasmus+ EU funds
- ☐ a zero-grant

TERMS AND CONDITIONS

ARTICLE 1 – SUBJECT OF THE AGREEMENT

- 1.1 This agreement sets out the rights and obligations and terms and conditions applicable to the financial support awarded to carry out a mobility activity under the Erasmus+ Programme.
- 1.2 The organisation will provide support to the participant for undertaking a mobility activity.
- 1.3 The participant accepts the support or the provision of services as specified in Article 3 and undertakes to carry out the mobility activity as described in the Annex 1.
- 1.4 Amendments to this grant agreement will be requested and agreed by both parties through a formal notification by letter or by electronic message.

ARTICLE 2 – ENTRY INTO FORCE AND DURATION OF MOBILITY

- 2.1 The grant agreement will enter into force on the date when the last of the two parties signs this grant agreement.
- 2.2 The mobility period will start on 12.01.2025 and end on 18.01.2025.
- 2.3 The period covered by the grant agreement includes:
 - a physical mobility period from 13.01.2025 to 17.01.2025, equal to 5 days
 - 2 funded travel days
- 2.4 The certificate of attendance shall provide the confirmed start and end dates of duration of the mobility period, including the virtual component.

ARTICLE 3 – FINANCIAL SUPPORT

- 3.1 The financial support is calculated following the funding rules indicated in the Erasmus+ Programme Guide.
- 3.2 The participant will receive a financial support from Erasmus+ EU funds for 7 days.
- 3.3 The participant may submit a request concerning the extension of the physical mobility period within the limit set out in the Erasmus+ Programme Guide. If the organisation agrees to extend the duration of the mobility period, the agreement will be amended accordingly.
- 3.4 The organisation shall provide the participant with the total financial support for the mobility period in the form of a payment of EUR 1800 .
- 3.5 The contribution towards costs incurred in connection with travel or inclusion needs [travel support, green travel top-up], shall be based on the supporting documents provided by the participant.

- 3.6 The financial support may not be used to cover costs for actions already funded by Union funds.
- 3.7 Notwithstanding Article 3.6, the financial support is compatible with any other source of funding. This includes a salary that the participant could receive for their traineeship or teaching activities, or for any work outside their mobility activities as long as they carry out the activities foreseen in Annex I.

ARTICLE 4 – PAYMENT ARRANGEMENTS

- 4.1 The participant shall receive individual and travel support, if applicable, in a timely manner after the arrival of the participant.

The payment shall be made to the participant representing 70% of the amount specified in Article 3. In case the participant did not provide the supporting documents in time, according to the funding organisation's timeline, a later payment of the pre-financing can be exceptionally accepted, based on justified reasons.

- 4.2 The submission of the participant report via the online EUSurvey tool shall be considered as the participant's request for payment of the balance of the financial support. The organisation shall have 30 calendar days to make the balance payment or to issue a recovery order in case a reimbursement is due.

ARTICLE 5 – RECOVERY

- 5.1 The financial support or part thereof shall be recovered by the sending organisation if the participant does not comply with the terms of the agreement. If the participant terminates the agreement before it ends, the participant shall have to return the amount of the grant already paid, except if agreed differently with the sending organisation. The latter shall be reported by the sending organisation and accepted by the National Agency.

ARTICLE 6 – INSURANCE

- 6.1 The organisation shall make sure that the participant has adequate insurance coverage either by providing itself the insurance, or by making an agreement with the receiving organisation for the latter to provide the insurance, or by providing the participant with the relevant information and support to take an insurance on their own.
- 6.2 Insurance coverage shall include at minimum a health and a liability insurance and an accident insurance.
- 6.3 The responsible party for taking the insurance coverage is the participant.

ARTICLE 7 – LANGUAGE LEVEL AND ONLINE LANGUAGE SUPPORT (OLS)

- 7.1 The participant may carry out the OLS language assessment in the language of mobility (if available) before the mobility period and make use of the language courses available on the OLS platform.

ARTICLE 8 – PARTICIPANT REPORT

- 8.1 The participant shall complete and submit the participant report on their mobility experience (via the online EUSurvey tool) within 30 calendar days upon receipt of the invitation to complete it. Participants who fail to complete and submit the online participant report may be required by their organisation to partially or fully reimburse the financial support received.

ARTICLE 9 – ETHICS AND VALUES

- 9.1 Ethics: The mobility activity must be carried out in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.

9.2 **Values:** The participant must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

9.3 If a participant breaches any of its obligations under this Article, the grant may be reduced.

ARTICLE 10 – DATA PROTECTION

10.1 The funding organisation shall provide the participants with the relevant privacy statement for the processing of their personal data before these are encoded in the electronic systems for managing the Erasmus+ mobilities: <https://webgate.ec.europa.eu/erasmus-esc/index/privacy-statement>

10.2 All personal data contained in the agreement shall be processed in accordance with Regulation (EC) No 2018/1725 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the EU organisations and bodies and on the free movement of such data. Such data shall be processed solely in connection with the implementation and follow-up of the agreement by the sending organisation, the National Agency and the European Commission, without prejudice to the possibility of passing the data to the bodies responsible for inspection and audit in accordance with EU legislation (Court of Auditors or European Antifraud Office (OLAF)).

10.3 The participant may, on written request, gain access to his personal data and correct any information that is inaccurate or incomplete. The participant should address any questions regarding the processing of his/her personal data to the sending organisation and/or the National Agency. The participant may lodge a complaint against the processing of his personal data to the European Data Protection Supervisor with regard to the use of the data by the European Commission.

ARTICLE 11 – TERMINATION OF THE AGREEMENT

11.1 In the event of failure by the participant to perform any of the obligations arising from the agreement, and regardless of the consequences provided for under the applicable law, the organisation is legally entitled to terminate or cancel the agreement without any further legal formality where no action is taken by the participant within one month of receiving notification by registered letter.

11.2 In case of termination by the participant due to "force majeure", i.e. an unforeseeable exceptional situation or event beyond the participant's control and not attributable to error or negligence on their part, the participant shall be entitled to receive at least the amount of the grant corresponding to the actual duration of the mobility period. Any remaining funds shall have to be refunded.

ARTICLE 12 – CHECKS AND AUDITS

12.1 The parties of the agreement undertake to provide any detailed information requested by the European Commission, the National Agency of Poland or by any other outside body authorised by the European Commission or the National Agency of Poland to check that the mobility period and the provisions of the agreement are being properly implemented.

ARTICLE 13 – LIABILITY

13.1 Each party of this agreement shall exonerate the other from any civil liability for damages suffered by them or their staff as a result of performance of this agreement, provided such damages are not the result of serious and deliberate misconduct on the part of the other party or his staff.

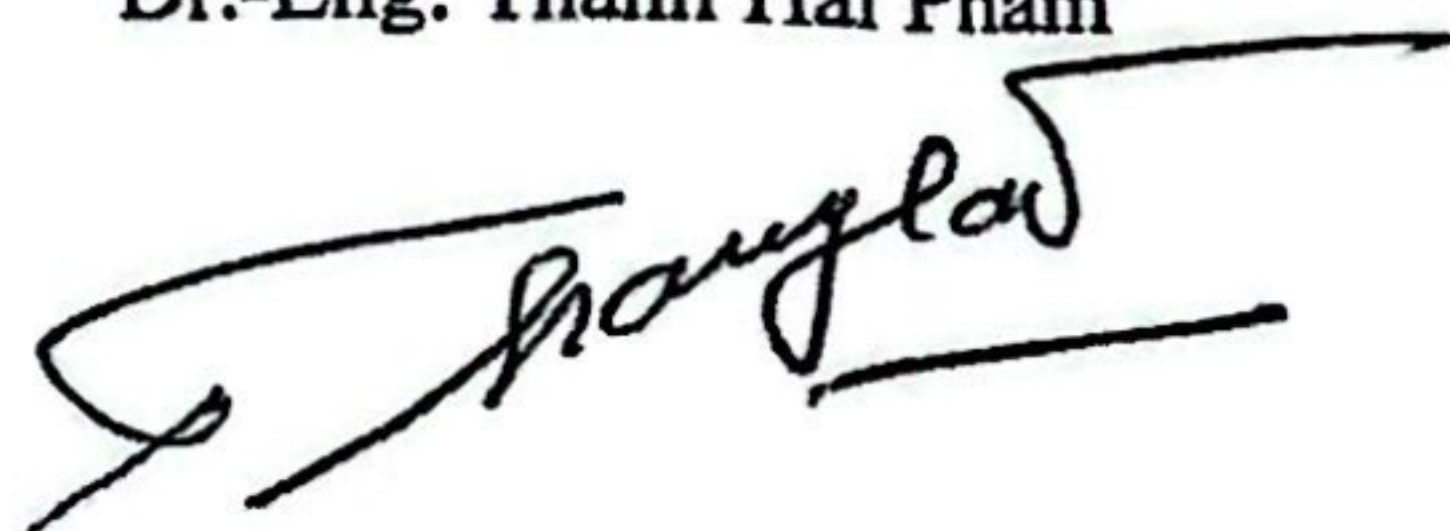
- 13.2 The National Agency of Poland, the European Commission or their staff shall not be held liable in the event of a claim under the agreement relating to any damage caused during the execution of the mobility period. Consequently, the National Agency of Poland or the European Commission shall not entertain any request for indemnity of reimbursement accompanying such claim.

ARTICLE 14 – APPLICABLE LAW AND COMPETENT COURT

- 14.1 The Agreement is governed by Polish law.
- 14.2 The competent court determined in accordance with the applicable national law shall have sole jurisdiction to hear any dispute between the organisation and the participant concerning the interpretation, application or validity of this Agreement, if such dispute cannot be settled amicably.

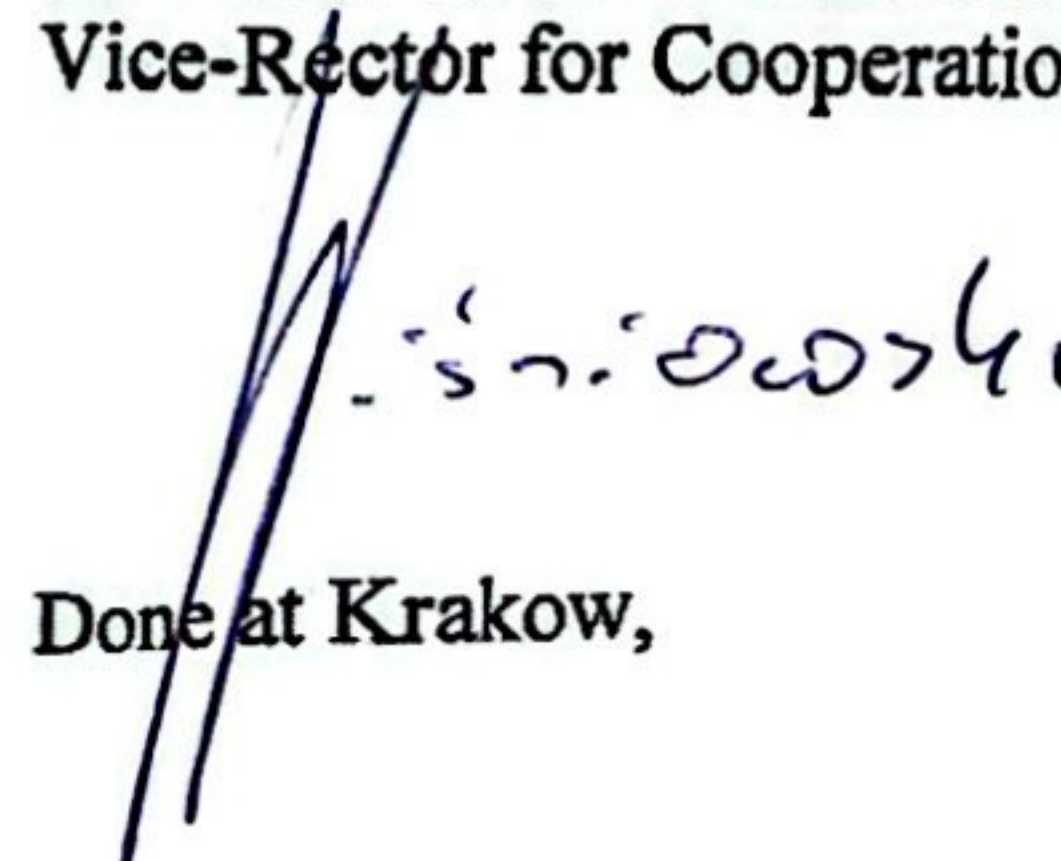
SIGNATURES

For the participant
Dr.-Eng. Thanh Hai Pham



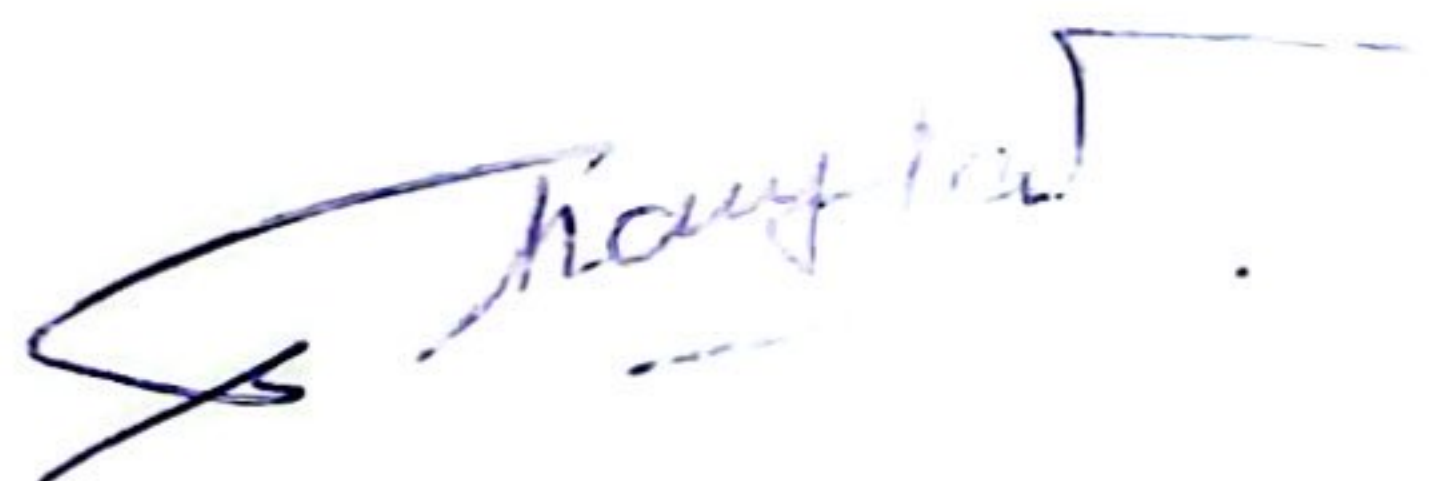
Done at Hanoi, 15/11/2024

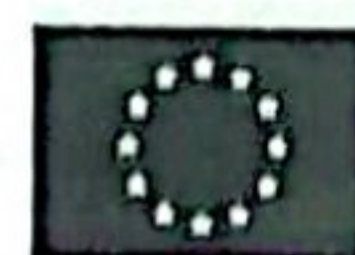
For the organisation
Professor Rafał Wiśniowski
Vice-Rector for Cooperation



Done at Krakow,

Krakow, 13.01.2025





Co-funded by
the European Union

AGH UNIVERSITY OF KRAKOW

Section for Cooperation

CENTRE FOR INTERNATIONAL AFFAIRS

Kraków, 28.10.2024

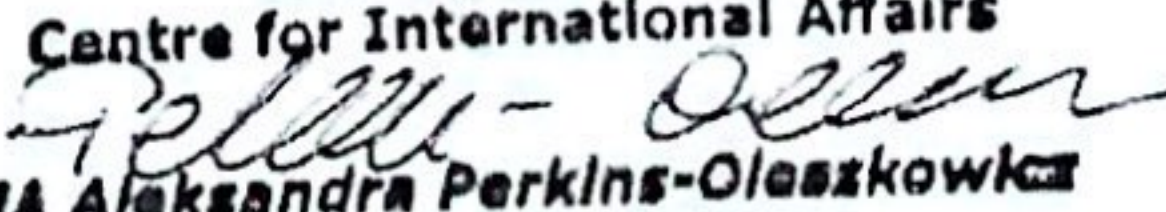
Letter of Acceptance

To whom it may concern,

This is to certify that Dr. Pham Thanh Hai, Profesor from Hanoi University of Mining and Geology, Vietnam has been accepted to visit the AGH University of Krakow from 12th to 18th of January 2025 to participate in the 4th International Staff Teaching Week programme within the Erasmus+ Programme - Mobility for higher education students and staff with third countries not associated to the Programme.

Travel costs and living expenses in Poland will be co-funded by the Erasmus+ EU funds.

Yours faithfully,

Deputy Director
Centre for International Affairs

MA Aleksandra Perkins-Oleszkowicz
AGH University of Krakow

AGH University of Science and Technology
Centre for International Affairs
Mickiewicza Ave. 30, 30-059 Krakow,
tel: +48 12 617 51 50, +48 12 617 49 72
e-mail: csm@agh.edu.pl, www.csm.agh.edu.pl

Krakow, 17 January 2025

WILIGZ-kis.154 - 7 /2024

CONFIRMATION OF ATTENDANCE

TEACHING STAFF MOBILITY 2024/2025

urname and forename of visiting staff:

PHAM Thanh-Hai

Institution visited (with Erasmus code):

AGH University of Krakow

PL KRAKOW 02

Date of teaching activities: from (day/month/year) 13/01/2025
until (day/month/year) 17/01/2025

Duration of the activity (in days): 5

Number of teaching: 8

Language of instruction: english

Subject area code: 0724 Mining and extraction

Level of teaching (under-graduate, post-graduate, doctoral):
under graduade, doctoral

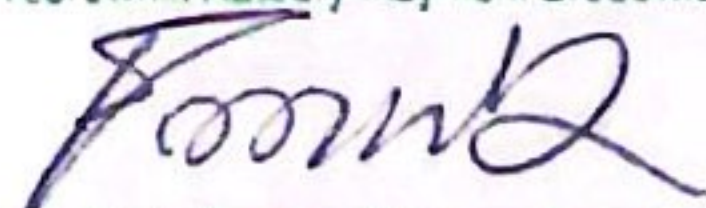
Course title and didactic **ogy** (lecture, seminar etc.)
seminar, lecture

Shrinking cracking during filtration and the solution n to avoid this
negative phenomenon
Phosphogypsum – the challenges in treatement anf utilization
Ultra clean coal production from fly ash – some orientation research

Date and Signature:
17/01/2025

Stamp

Wydział Inżynieri Lądowej i Gospodarki Zasobami
Kierownik Katedry Inżynieri Środowiska



dr hab. inż. Dariusz Foszcz, prof. uczelni

Akademia Górniczo-Hutnicza
Im. Stanisława Staszica w Krakowie
Wydział Inżynieri Lądowej i Gospodarki Zasobami
KATEDRA INŻYNIERII ŚRODOWISKA
30-059 Kraków, Al. Mickiewicza 30
tel: +48 12 617 33 00, fax: +48 12 617 33 01



CERTIFICATE

OF PARTICIPATION

This Certificate Presented to:

Pham Thanh-Hai

For attending the 4th Edition of Erasmus+ International Staff Teaching Week (13-17 January 2025) at AGH University of Krakow held by Centre for International Affairs



Paweł Świerk
Director of Centre for International Affairs



Co-funded by
the European Union

**Fundacja Zespołu Pieśni i Tańca Krakus-
HOTEL POLONEZ*****

30-059 Kraków, ul. Reymonta 15, POLSKA

**Tel. +(48 12) 292-82-94
www.hotelpolonez.pl**

**Fax: +(48 12) 631-87-31
recepcja@hotel-polonez.pl**

NIP: 677-005-20-88

Kraków, 12.12.2024

CONFIRMATION

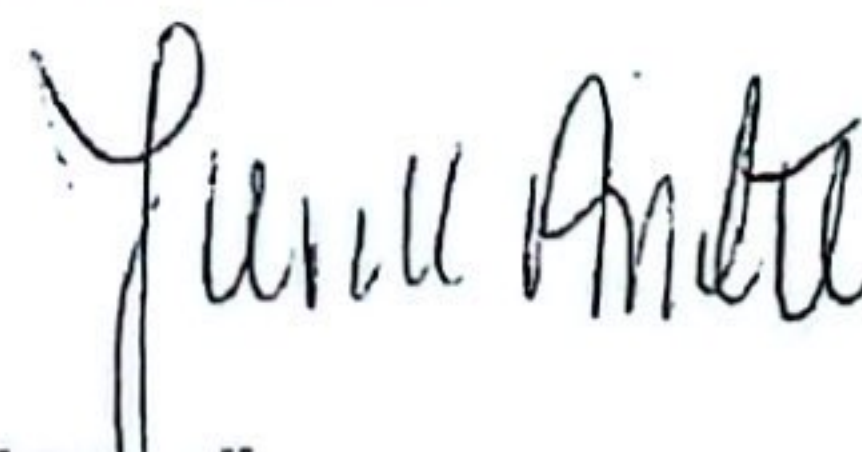
NAME: Pham Thanh Hai
CHECK IN: 12.01.2025
CHECK OUT: 18.01.2025
TYPE OF ROOM: double room for 1 person
PAYMENT: 280,00 PLN/by room/by night (incl.breakfast)

Thank you for choosing our hotel.

Best regards,

Aneta Jurek

Hotel Polonez***



Hotel „Polonez”
30-059 Kraków, ul. Reymonta 15
tel. (12) 292-82-94
NIP 677-005-20-88
Fundacja ZPIT „Krakus”

GIẤY CHỨNG NHẬN BẢO HIỂM DU LỊCH FLEXI

CERTIFICATE OF FLEXI - TRAVEL PROTECTOR

Ký bởi: TCT Bảo Hiểm Bảo Việt
Ký ngày: 12-12-2024 13:54:14

Số/No.: AG.TVC.24.37987

Người yêu cầu bảo hiểm (NYCBH)/ Proposer: Phạm Thanh Hải

Số Hộ chiếu/CMND/Căn cước/Passport Number/ID number: N2218183

Địa chỉ/Address : B703, chung cư Tân Việt, Xã Đức Thượng, Huyện Hoài Đức, Hà Nội

Mobile: 0788268258 Email: phamthanhhai@humg.edu.vn

Nơi đến/Destination(AREA)*: Schengen - Vùng 4/Area 4: Toàn thế giới (trừ Việt Nam)/
Worldwide (Not including Vietnam)

Thời hạn bảo hiểm/Period of Insurance: Từ/From: 11/01/2025 đến/to: 20/01/2025 (10 days)

Chương trình/Plan type: Vàng / Gold

Quyền lợi bảo hiểm/Coverage:		Quyền lợi tối đa/Maximum Limit		
		VND	USD	EUR
1	Tai nạn cá nhân/Personal Accident *	4,000,000,000	181,818	160,000
2	Chi phí y tế và các chi phí khác/Medical & Other Expenses			
	2.1 Chi phí y tế/Medical Expenses	2,000,000,000	90,909	80,000
	2.2 Hỗ trợ người đi cùng/Compassionate Assistance	100,000,000	4,545	4,000
	2.3 Hồi hương thi hài/Repatriation of Remains	Chi trả toàn bộ/Full cover		
	2.4 Chi phí mai táng/Funeral Expenses	200,000,000	9,091	8,000
	2.5 Hồi hương trẻ em/Return of Children	100,000,000	4,545	4,000
	2.6 Chi phí vận chuyển y tế cấp cứu/Emergency Medical Evacuation Expenses	Chi trả toàn bộ/Full cover		
3	Trách nhiệm cá nhân/Personal Liability	4,000,000,000	181,818	160,000
4	Các quyền lợi khác/Other benefits	Xem bảng QLBH/See the Benefit table		

Ghi chú:

- Số tiền bảo hiểm bằng VND là căn cứ trong giao kết hợp đồng bảo hiểm. Số tiền bảo hiểm bằng USD/ EUR chỉ có giá trị tham khảo/ Sum Insured in VND is the basis of the contract clauses in this policy. Whilst sum insured in USD/EUR is for reference only

- Quyền lợi Tai nạn cá nhân, Chi phí y tế/ Personal Accident, Medical Expenses:

Đối với trẻ em quyền lợi được giới hạn ở mức 20% số tiền bảo hiểm, đối với người từ 70 tuổi trở lên các quyền lợi được giới hạn ở mức 30% số tiền bảo hiểm/ For Children - Benefits are limited to 20% of the sum insured, For people aged 70 or above - Benefits are limited to 30% of the sum insured.

- Trường hợp ngôn ngữ sử dụng trong hồ sơ yêu cầu bồi thường không phải tiếng Việt/tiếng Anh, Người yêu cầu bồi thường có trách nhiệm cung cấp bản dịch sang tiếng Việt/tiếng Anh có công chứng (hoặc bản dịch do Đại sứ quán thực hiện) cho Bảo hiểm Bảo Việt làm cơ sở giải quyết bồi thường, phí dịch thuật do Người yêu cầu bồi thường tự chi trả./ If the language of the claim documents differs from Vietnamese/English, the Claimant is responsible for providing a notarized translation into Vietnamese/English (or a translation conducted by the Embassy) to Bao Viet Insurance for compensation settlement, the cost of providing those documents shall be borne by the Claimant.

- Thứ tự ưu tiên áp dụng / The applicable priority:

Trường hợp có những quy định chưa được đề cập trong Quy tắc bảo hiểm hoặc không thống nhất giữa Quy tắc bảo hiểm với Hợp đồng bảo hiểm/Giấy chứng nhận bảo hiểm, các sửa đổi bổ sung được cấp sau ngày cấp Hợp đồng bảo hiểm/Giấy chứng nhận bảo hiểm, hai bên đồng ý áp dụng theo thứ tự ưu tiên sau (từ trên xuống) để giải quyết các tranh chấp hoặc bồi thường phát sinh trong thời gian bảo hiểm / It is hereby agreed and understood that if there is any term/condition which is not stated in the Policy Wording, or is inconsistent between the Policy wording and the Policy/ Certificate of Insurance, the Endorsements issued after the date of the Insurance Policy/ Certificate of insurance is issued, the parties agree to apply in the following order of priority (from top to bottom) to settle disputes or indemnities arising during the insurance period:

1. Các sửa đổi bổ sung được ký kết tại thời điểm mới nhất / / The latest Endorsements;

2. Hợp đồng bảo hiểm/Giấy chứng nhận bảo hiểm, các phụ lục đính kèm / Insurance Policy(or Schedule) /Certificate of insurance, attached appendices;

3. Quy tắc bảo hiểm Du lịch Flexi / / Flexi Travel insurance policy wording.

- Thông tin chi tiết về quyền lợi bảo hiểm xem trong đơn bảo hiểm, bảng quyền lợi bảo hiểm/ The detailed information about the insurance benefits showed in the policy, schedule of benefit, principal contract.

ĐSQ VIỆT NAM TẠI ĐỨC

Embassy of Vietnam in Germany

TTL: DAL SUY! For the Ambassador



Phạm Hoàng Tùng

Chữ ký người mang hộ chiếu
Signature of bearer

Handplan

CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM - SOCIALIST REPUBLIC OF VIETNAM

HÔ CHIẾU / PASSPORT

Loai / Type

Mã số / Code

Số hộ chiếu / *Passport N^o*

P

VNM

N2218183

Ho và tên / Full name

PHẠM THANH HẢI

Quốc tịch / *Nationality*

VIỆT NAM / VIETNAMESE

Ngày sinh / *Date of birth*

Nơi sinh / *Place of birth*

14/09/1986

QUẢNG NINH

Giới tính / Sex

Số GCMND / ID card N°

Nam / M

Ngày cấp / *Date of issue*

Có giá trị đến / *Date of expiry*

26/03/2020

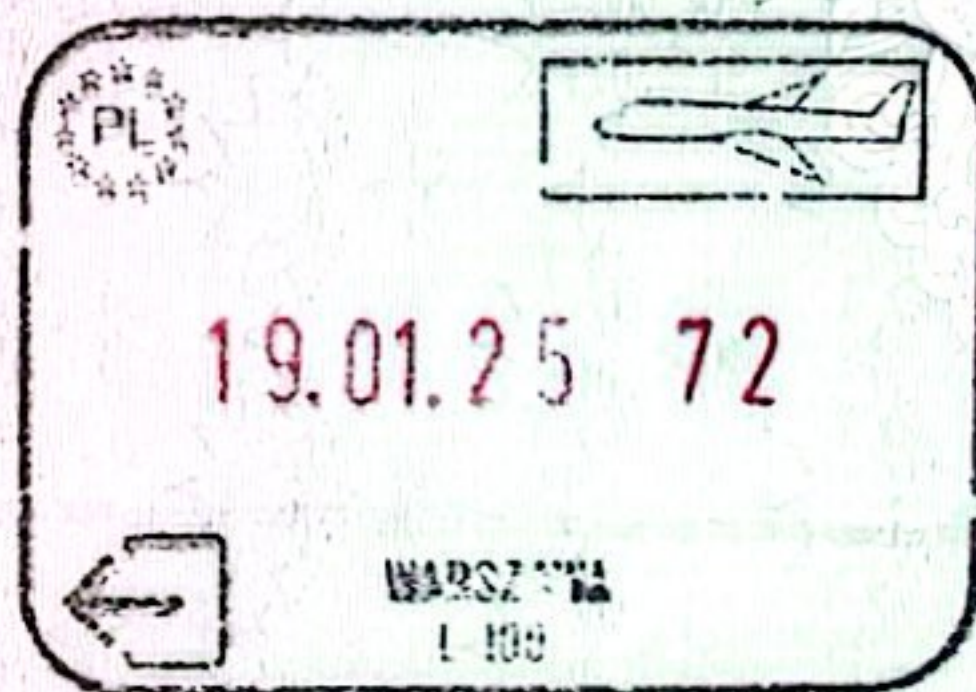
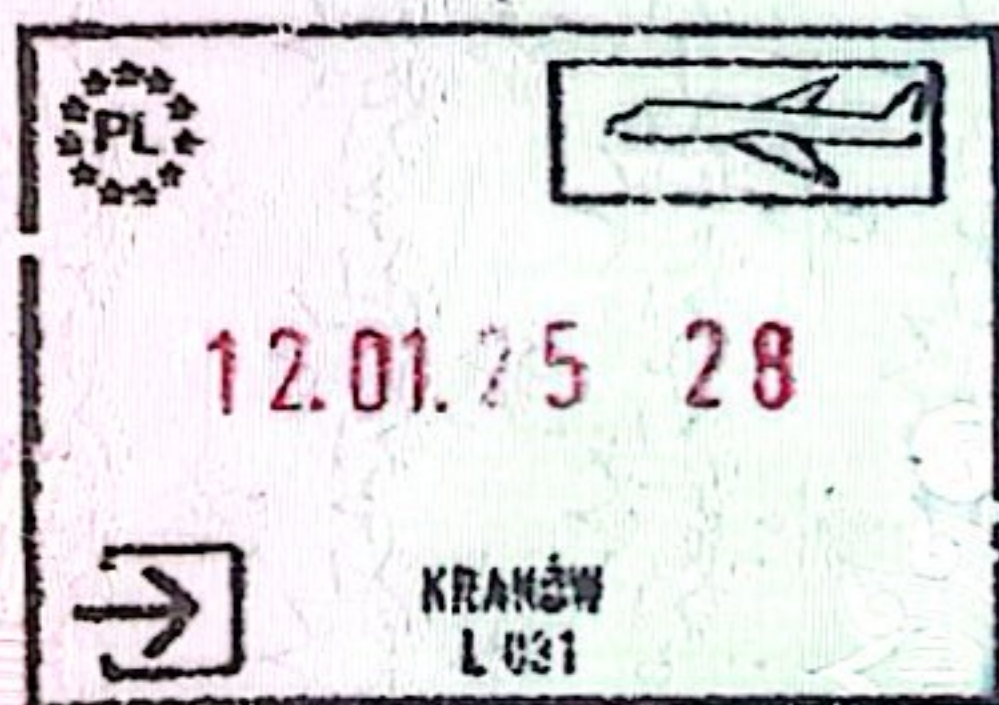
26/03/2030

Nơi cấp / *Place of issue*

Béc-lin/Berlin



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WIZA/VISA
 POLSKA/POLOGNE/POLAND **POL** 102672443

PAŃSTWA SCHENGEN
 09-01-25 22-01-25
 C N2218183
 HANOI
 PHAM, THANH HAI
 CEL WYDANIA: 11

1026724437VNM8609144M2501224<2140109

KONSUL W HANOI