



**PARTICIPATION AGREEMENT No.
TO THE PROJECT "WORK IN POLAND!"**

Concluded on a day..... in Toruń/ Bydgoszcz between the Emic Foundation with its seat:
Podgórna 50/2 Street, 87- 100 in Toruń, KRS 0000401735, REGON 341206915, NIP 9562298245,
represented by.....
(name and surname)

Acting in the capacity of.....
hereinafter referred to as the Foundation

a:
Name and surname of the Participant:

PESEL:
Email: Phone:

Resident:
district:..... municipality:
town..... street:
house numer..... premises numer..... postcode __ - __
hereinafter referred to as the Participant

The participation agreement is concluded as part of the project "Work in Poland!", co-financed by the European Union within the European Social Fund, Priority Axis 9. Solidary society, Measure 9.1 Social inclusion and development of care services within ZIT., Sub-measure 9.1.1 Active social inclusion within ZIT Regional Operational Programme of the Kuyavian - Pomeranian Voivodeship for 2014-2020, implemented in accordance with the agreement number UM_SE.433.1.787.2018, concluded with the Kuyavian - Pomeranian Voivodeship on 07.12.2018, hereinafter referred to as the Project.

§1 Subject of the Agreement

The subject of the Participation Agreement is the preparation, organization and implementation by the Foundation of a social and professional activation programme for foreigners and foreign women in the Kuyavian - Pomeranian Voivodeship in the ZIT BTOF area through the implementation of the following forms of support, selected from the catalogue of services listed below, and based on an individual professional development path developed for each Participant:

- (a) career counselling (20 h/ person);
- b) consultations at an information and advisory centre (hours depending on the needs of the Participant);



- c) psychological support in the form of individual psychological counselling and group support (the number of hours depends on the needs of the Participant);
- d) certified professional courses (the number of hours depends on the selected course to which the Participant would be qualified);
- e) legal counselling (hours dependent on the needs of the Participant);
- f) language courses (2 meetings per week for 1 semester with the possibility of continuation);
- g) adaptation courses and integration exits (minimum 1 in 2 months);
- h) participation in the Family Time Bank - family volunteering;
- i) supported flat (program with separate recruitment criteria and internal regulations, which will be included in an additional agreement concluded with a qualified Participant).

1. Individual forms of support will take in places and on dates and according to a schedule assigned to a given person and/or group, which will be made available for information upon agreement with the Participants.
2. The subject matter scope of the Foundation's activities within the scope of implementation of particular forms of support, which are the subject of this Agreement, is specified in the Rules of Recruitment and Participation in the "Work in Poland!
3. The agreement is concluded for a definite period of time from the date of signing this agreement on participation in the Project until all forms of support provided for a given Project Participant have been completed, but not longer than until the end of Project implementation by the Foundation.
4. A Participant involved in the Project is obliged to take part in all of the above forms of support, unless the Consultant/Assessment Team determines otherwise.

§ 2 Responsibilities of the Foundation

1. Solid preparation and administration of individual and group support, in accordance with the catalogue of available forms of support referred to in §1.1.
2. Employment of personnel: advisors/coaches/experts/specialists with the appropriate knowledge and qualifications.
- 3) Ensuring that trainings and courses certified or confirming acquisition of qualifications/qualifications are conducted in Institutions authorised to do so and issuing relevant documents/certificates.

§ 3 Obligations of the Participant(s)

The participant is obliged to participate in selected forms of support, determined during the development of his/her individual career path, taking into account that:

- The required presence within the scope of vocational counselling is 100% (taking into account: 20h/person);
- The permitted number of absences from the language course is: 3, any subsequent absence will necessitate justification;
- The permissible number of absences from vocational courses and training courses, in the case of Participants who will be qualified for the qualifying courses, will be determined and communicated to the Participant by the Institution/Organ of the particular course/conductor training;



Participation in:

- in adaptation courses - attendance at a minimum of 1 course/quarter is required;
- integration leaves - required presence on at least 1 during the whole period of participation in the Project;
- meetings with a psychologist - attendance at minimum 2 meetings lasting 1 hour is required;
- meetings with a lawyer - depending on the needs of the Participant;
- Family Time Bank - depending on the needs and motivation of the Participant;

The Contractor allows for absence from the support due to random reasons.

In situations when Participant participation in a given form of support is not possible, the Participant shall be obliged to send information about the reason for the absence by e-mail to michal.antonowicz@emic.com.pl (Toruń) or marta.gaszak@emic.com.pl (Bydgoszcz) no later than on the day of the support.

3. The Participant shall also be obliged to:

- signing the attendance list or other document;
- comply with the rules of recruitment and participation in the project "Work in Poland!
- to deliver documents confirming employment and all documents required by the Foundation to document the achieved indicators of the project objectives within 4 weeks from the end of participation by the Participant in the Project;
- provide documents confirming employment and all documents required by the Foundation to document the achieved employment effectiveness indicators within 3 months from the end of participation by the Participant in the Project;
- provide documents required by the Foundation to document the social effectiveness indicators achieved within 3 months from the end of participation by the Participant in the Project.

4. The participant confirms that all the information and statements provided during the recruitment process and the documents presented are consistent with the actual state and knowledge of the participant.

§ 4 Value of the subject of the contract

1. Participation in the Project is partially paid, with the indication that:
 - the fee for the language course is 100 PLN for the Participant: 100 PLN (which is about 5% of the total value of the entire course lasting one semester). The fee applies to 1 semester (3 months), for each subsequent semester it is necessary to pay another fee (PLN 100).
 - payment for the professional course, if the Participant qualifies for this form of support: 1/5 of the total value of the course (depending on its valuation).
2. The fee will be charged to the Participant on a non-refundable entry fee basis before the start of the course through payment to the bank account of the Foundation:
12 1020 5011 0000 9002 0294 6069 (PKO BP)
3. The other forms of support listed in § 1.1, except for those listed in § 4.1, are free of charge.



§ 5 Contractual sanctions

1. In case of guilty of not completing the professional course by the Participant, the Participant shall be obliged to return the total value of the course/training, after deducting the previously collected entry fee. Charging the above costs does not exclude the possibility that the Foundation may pursue claims in connection with civil law damages suffered on its part.
2. In case of an unjustified absence at an adaptation or integration meeting, the Participant lose the priority of participation in subsequent integration/adaptation meetings.
3. In case of damage to the apartment up to the amount of losses resulting from the protocol drawn up/signed by the foundation and the owner of the apartment.
4. The return will be made within 14 days from the date of the accounting note issued by the Foundation to the bank account number specified therein.

§ 6 Final provisions

1. Any amendments to the Agreement shall be made in writing under pain of nullity.
2. This Agreement shall remain in force until all forms of support provided for a given Project Participant have been completed, but not longer than until the completion of the Project by the Foundation.
3. By signing the agreement, the Participant confirms that he/she has read and accepted the terms and conditions of the Rules of Recruitment and Participation in the "Work in Poland!"
4. The Participant declares that he/she accepts the terms of the agreement, including contractual penalties.
The parties declare unanimously that they will strive to resolve all possible disputes amicably.
5. In cases not regulated in this Agreement, the provisions of the Civil Code shall apply. Cases arising under this Agreement shall be resolved by the Court having jurisdiction over the Contractor's registered office.
6. The agreement has been drawn up in two identical copies, one for each of the parties.

Attachments:

Data of individual participants.

Foundation	Participant
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Fundusze Europejskie
Program Regionalny



Województwo
Kujawsko-Pomorskie

Unia Europejska
Europejski Fundusz Społeczny



Projekt „Pracuj w Polsce!”
Nr wniosku GWD.4847.2018