



This programme is co-funded by the European Union under the “EU4Belarus – Support to Advanced Learning and Training (SALT II) programme”

## **REGULATIONS OF PARTICIPATION IN THE EU4BELARUS SALT II PROGRAMME**

Warsaw, 15 March 2023

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## I. GLOSSARY OF TERMS AND ABBREVIATIONS

- 1) **Agency** – Polish National Agency for Academic Exchange;
- 2) **EU4Belarus SALT II Programme** – the “EU4Belarus – Support to Advanced Learning and Training (SALT II)” Programme;
- 3) **Director** – Agency Director;
- 4) **Regulations** – the present regulations of participation in the EU4Belarus SALT II Programme
- 5) **System** – the Agency’s ICT system;
- 6) **Scholarship Holder** – a person appointed to receive funds by the coordinator of the EU4Belarus SALT II Programme – the Central Project Management Agency from Lithuania, who has received the decision of the Agency Director to grant funds and with whom the Agreement was entered into;
- 7) **HEI** – the national scientific or academic centre at which the Scholarship Holder pursues their course of study;
- 8) **NAWA Act** – Act of 7 July 2017 on the Polish National Agency for Academic Exchange;
- 9) **Agreement** – an agreement entered into with the person who has been awarded a scholarship under the EU4Belarus SALT II Programme;
- 10) **Project** – the pursuit by the Scholarship Holder of a course of study during its regular duration under the EU4Belarus SALT II Programme;

## II. GENERAL INFORMATION

“EU4Belarus – Support to Advanced Learning and Training (SALT II)” (hereinafter referred to as the “EU4Belarus SALT II Programme”) is a programme of the European Union for Belarusian students enrolled at HEIs in Lithuania, Latvia, Czechia, and Poland. The scholarship programme is part of the European Union assistance package “EU4Belarus: Solidarity with the people of Belarus” adopted in response to the political crisis following the presidential election in Belarus.

The Programme is implemented in Poland by the Polish National Agency for Academic Exchange on the basis of agreement no. NDICI-GEO-NEAR/2022/434-092- 0001 entered into with the Central Project Management Agency from Lithuania, which is the coordinator of the Programme.

The aim of the EU4Belarus SALT II Programme is to enable young people from Belarus to pursue a course of study at Polish HEIs by offering scholarships for studies. The Programme consists in funding scholarships for students during a given cycle of studies. The Programme’s Scholarship Holders are exempt from tuition fees for full-time studies at public HEIs in Poland supervised by the Minister of Education and Science based on the decision of the Agency Director.

The funds granted to the Scholarship Holders come from European Union resources under the EU4Belarus SALT II Programme.

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These Regulations govern the principles of participation in the EU4Belarus SALT II Programme.

### III. SCHOLARSHIP AGREEMENT

The scholarship agreement is entered into by and between the Polish National Agency for Academic Exchange and the Scholarship Holder on the basis of the Director’s decision to grant funds under the EU4Belarus SALT II Programme. An agreement must be entered into in order for the Agency to begin disbursing funds. The Scholarship Holders undertake and pursue their studies in Poland based on the decision of the Director.

### IV. DISBURSEMENT RULES, RIGHTS AND RESPONSIBILITIES OF THE SCHOLARSHIP HOLDER, AND REPORTING

#### 1. Responsibilities of the Scholarship Holder

A Scholarship Holder agrees in particular to:

- 1) provide the following documents to the Agency:

no.	type of document	required information	form of providing the document	time limit for providing the document
1.	certificate of admission to a study programme issued by the HEI (based on the model used by the HEI)	- studies start date, - estimated studies end date, - type of studies, - study programme	document attached to the registration form in the Agency’s ICT System	deadline specified by the Agency in the course of registration
2.	certificate of continuing studies in the summer semester issued by the HEI (based on the model used by the HEI)	- certificate of continuing studies in the summer semester (including information about enrolment in the next stage of studies) - information about the grade average over the course of the winter semester	via the Agency’s ICT system	by 31 March 2023, later by 15 March of each year
3.	certificate issued by the HEI based on the model from Attachment 1	summer examination session end date	via the Agency’s ICT system	by 31 March 2023, later by 15 March of each year

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4.	certificate of continuing studies in the winter semester issued by the HEI (based on the model used by the HEI)	<ul style="list-style-type: none"> <li>- certificate of continuing studies in the winter semester (including information about enrolment in the next stage of studies)</li> <li>- information about the grade average over the course of the summer semester</li> <li>- information about the grade average over the course of the year of study (grade average after the completion of study in the academic year)</li> </ul>	via the Agency’s ICT system along with the annual report for the preceding academic year	by 15 October of each year
5.	certificate issued by the HEI based on the model from Attachment 2	scope of data specified in the model	via the Agency’s ICT system along with the annual report for the preceding academic year	by 15 October of each year In the event of completing education in the course of the academic year, certificate specifying the dates at which the Scholarship Holder pursued education should be provided to the Agency within 7 days of the completion of education;

- 2) register an account in the System;
- 3) submit at the Agency’s request other documents related to their studies and participation in the EU4Belarus SALT II Programme;
- 4) inform about leaving Poland for a period longer than 30 days;
- 5) communicate the Agency Director’s decision to award the scholarship to the HEI;
- 6) legalize their stay in the Republic of Poland and present, at the request of the Agency or HEI, the relevant document confirming this fact;
- 7) regularly attend classes according to the curriculum;
- 8) observe the provisions of these Regulations and of the Agreement as well as the terms and conditions of the course of study in accordance with the regulations of the HEI that runs the studies;
- 9) submit the annual report on time;
- 10) participate in events organized by the Agency;
- 11) hold health insurance, i.e.
  - a) a health insurance policy or the European Health Insurance Card for the relevant academic year, or

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- b) universal health insurance within the meaning of the provisions of the Act of 27 August 2004 on health insurance benefits financed from public funds, or
  - c) certificate that the insurer covers medical costs on the territory of the Republic of Poland,  
and produce at the request of the Agency or the HEI proof of insurance coverage;
- 12) inform the Agency of any events and situations which may affect the performance of the Agreement by the Scholarship Holder, including but not limited to dean’s leaves or withdrawal from the studies;
- 13) include in all documents related to Project implementation information about the receipt of funding from the European Union under the “EU4Belarus – Support to Advanced Learning and Training (SALT II)” programme.

## **2. General principles of scholarship settlement**

The Scholarship Holder is responsible to timely settle the pursuit of the course of study by submitting a report to the Agency upon completion of the studies in each academic year, no later than by 15 October of each year.

The report is submitted in electronic form via the System, using electronic forms prepared and made available by the Agency, unless the Agency indicates another form of submitting reports.

A properly prepared report is subject to review and approval for compliance with the Agreement and the Regulations.

In the event that the report is incorrect or incomplete, the Scholarship Holder must correct or complete it within 14 days of receiving the relevant notification of the need to correct or complete it via the System. In that case, the time limit for its evaluation will be suspended.

Failure to submit the report by the indicated time limit or failure to complete or correct it by the specified time limit may result in the Scholarship Holder being called upon to return the funds received.

## **3. Rules for the disbursement of funds under the EU4Belarus SALT II Programme**

1. The funds have been awarded for the course of study referred to in the certificate of admission submitted to the Agency at the stage of submission of the EU4Belarus SALT II Programme participation form. If the Scholarship Holder changes the HEI or the area of study, the scholarship may be revoked.
2. Funding has been awarded for the statutory period of studies, but no earlier than effective from 1 October 2022 and no later than until 31 July 2025.
3. Funding consists in a monthly scholarship of EUR 450 (for a maximum of 10 months in an academic year) for the statutory period of studies in a given area of study, subject to the circumstances specified in sub-section 2.

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4. The Scholarship Holder may not receive other scholarships related to the completion of a given course of study during the term of the Agreement, except for the benefits referred to in the Act of 20 July 2018 on Higher Education and Science.
5. Funds will be disbursed in the manner and under the terms of the Agreement and the Regulations.
6. The scholarship will be paid on a monthly basis. The disbursement will be issued after the Scholarship Holder executes the Agreement. The payment will be made including compensation from the first month in which the Scholarship Holder commenced their studies at the HEI.
7. The scholarship disbursement will be suspended in the following cases:
  - 1) the Scholarship Holder takes a dean’s leave (or their studies are interrupted for a similar justified reason),
  - 2) the Scholarship Holder stays outside Poland for more than 30 days at a time.The scholarship disbursement may also be suspended in the circumstances outlined in point 8 sub-section 9 under or in the event of administrative proceedings in respect of the Scholarship Holder for removal from the list of students.

Once the reason for the suspension of the scholarship ceases, the Scholarship Holder must inform the Agency of this fact.
8. The award of funds may be revoked and the Agreement with the Scholarship Holder terminated if the Scholarship Holder:
  - 1) has not commenced their studies;
  - 2) has been removed from the list of students by the HEI;
  - 3) has failed a semester or year of study;
  - 4) has failed to provide certificates or documents required under the Agreement or the Regulations;
  - 5) has provided untrue information based on which funds have been granted to them;
  - 6) has been penalized with a disciplinary measure or has received a final and non-appealable court judgment for an intentional offence or an intentional fiscal offence;
  - 7) is staying illegally within the territory of the Republic of Poland or has not presented a document confirming the legalization of their stay on the territory of the Republic of Poland at the request of the Agency or HEI;
  - 8) has no health insurance or has not presented a document confirming that they have health insurance at the request of the Agency or HEI;
  - 9) has not submitted or corrected the annual report;
  - 10) has breached other significant provisions of these Regulations or Agreement than those listed above.

## V. EVALUATION

The Scholarship Holder may be obligated to participate in the evaluation of the EU4Belarus SALT II Programme carried out by the Agency. Participation in the evaluation consists in:

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- 1) the Scholarship Holder completing an evaluation questionnaire concerning their stay and studies under the EU4Belarus SALT II Programme within the time limit set for the report for the last reporting period;
- 2) the Scholarship Holder participating in separate evaluation studies carried out by or with the consent of the Agency from the date of the execution of the Agreement up to 5 years after the term of the Agreement.

The Scholarship Holder is also obliged to participate in evaluations carried out by the the EU4Belarus SALT II Programme coordinator – the Central Project Management Agency from Lithuania on the principles defined by the entity carrying out the evaluation during the period from the date of the execution of the Agreement up to 5 years after the end of the EU4Belarus SALT II Programme.

The evaluation questionnaire referred to in sub-sections 1 and 2 above will be made available to the Scholarship Holder by the Agency online, outside the System. The information about the questionnaire, along with a link to it, will be provided in an email sent from the address: [ewaluacja@nawa.gov.pl](mailto:ewaluacja@nawa.gov.pl) to the Scholarship Holder’s email address.

## VI. PERSONAL DATA PROCESSING

Pursuant to the General Data Protection Regulation (GDPR), the controller of the personal data of the EU4Belarus SALT II Programme participants and their legal guardians as well as other persons involved in the implementation of the EU4Belarus SALT II Programme is the Agency (to the extent referred to in Article 14 of the NAWA Act, the Director is the controller).

The personal data will be used for the following purposes:

- 1) to perform agreements entered into under the EU4Belarus SALT II Programme (Article 6(1)(b) of the GDPR – actions to conclude and perform a contract,
- 2) to comply with the Agency’s legal obligations relating to the EU4Belarus SALT II Programme, e.g. keeping accounting records (Article 6(1)(c) of the GDPR – legal obligation),
- 3) to implement the EU4Belarus SALT II Programme (Article 6(1)(e) of the GDPR – performance of a task carried out in the public interest),
- 4) to communicate with Ministers supervising the HEIs at which the EU4Belarus SALT II Programme Scholarship Holders are enrolled,
- 5) to communicate with the HEIs at which the EU4Belarus SALT II Programme Scholarship Holders are enrolled,
- 6) to cooperate with the Centre for East European Studies of the University of Warsaw – an institution which carries out K. Kalinowski Scholarship Programme that provides scholarships to citizens of Belarus,
- 7) to assert or defend against possible claims relating to the EU4Belarus SALT II Programme or in connection with the need to prove certain facts, which are in this respect relevant to the Agency (Article 6(1)(f) of the GDPR – legitimate interest); the time limits for asserting claims arising from the Agreement are set out in detail in the Civil Code,



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- 8) to maintain cooperation between the Agency and the Scholarship Holders after the end of the Programme, including cooperation for the purpose of evaluation, review, and monitoring of the Programme (Article 6(1)(f) of the GDPR – legitimate interest),
- 9) to carry out promotional activities for the EU4Belarus SALT II Programme (Article 6(1)(f) of the GDPR – legitimate interest).

In addition, subject to freely given consent, it is possible to use personal data based on other grounds than those listed above, e.g. consent for the use of an image or other information provided, including special categories of data (Article 6(1)(a) of the GDPR, Article 9(2)(a) of the GDPR – consent).

The provision of data is voluntary, but necessary for the participation in the EU4Belarus SALT II Programme and for the fulfilment of other above-mentioned objectives of the Agency. A refusal to provide the data may result in the individual’s inability to participate in the EU4Belarus SALT II Programme and to fulfil other above-mentioned objectives of the Controller.

The data will be used for a period necessary to achieve the above objectives. Depending on the legal basis, the period will be, respectively:

- 1) the period of implementation of the EU4Belarus SALT II Programme,
- 2) the period of verification of the application forms or the period until they are removed from the Agency’s ICT system by the persons submitting the application forms (the data of persons whose applications in the Agency’s ICT system were not positively verified),
- 3) the period until any effective withdrawal of consent to the processing of personal data,
- 4) the period of limitation,
- 5) the period until the submission of a potential effective objection,
- 6) the period of the EU4Belarus SALT II Programme promotional activities.

At any time, the data subject has the right to withdraw their consent to the processing of personal data

- in the case of data that is processed on its basis. If the data subject exercises this right, the Agency will cease to process such data and the data will be deleted. The withdrawal of consent does not affect the lawfulness of processing based on consent before its withdrawal.

The data subject may request at the Agency for: access to personal data (information about the personal data being processed and a copy of the data), rectification of the data (if incorrect), data portability (in the cases specified in the GDPR), data portability (in the cases specified in the GDPR), and erasure or restriction of the processing of personal data – on the principles set out in the GDPR.

Irrespective of the rights specified above, the data subject has the right to object at any moment to the processing of personal data if the legal grounds for the use of the data are performance of a task carried out in the public interest (Article 6(1)(e) of the GDPR) or legitimate interest (Article 6(1)(f) of the GDPR).



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Moreover, the data subject has the right to lodge a complaint with the President of the Personal Data Protection Office if it is found that the processing of personal data violates the provisions of law.

Personal data consisting in the first and last names and the email addresses of the participants is provided by the EU4Belarus SALT II Programme coordinator, the Central Project Management Agency (CPMA).

Subject to all data security guarantees, the personal data may be transferred to (in addition to persons authorized by the Agency) other entities, including: Polish HEIs that cooperate with the Agency, entities authorised to receive them in accordance with the law, entities processing them on behalf of the Agency (e.g. technical service providers and entities providing the Agency with consultancy services) and other administrators (e.g. notary or legal firms).

For data privacy matters, please contact the Agency’s Data Protection Officer (DPO): [odo@nawa.gov.pl](mailto:odo@nawa.gov.pl).

#### ADDITIONAL INFORMATION FOR LEGAL GUARDIANS / CONTACT PERSONS

Your data has been obtained from the participants of the EU4Belarus SALT II Programme. The Agency is going to process it to the extent necessary to provide potential assistance to the participants of the EU4Belarus SALT II Programme.

#### VII. AMENDMENTS TO THE REGULATIONS

The Agency reserves the right to amend these Regulations. The amendments made are effective upon publication.

Registration forms in the Agency’s System submitted prior to the publication of amendments to the Regulations require to be re-submitted by the Applicant if their provisions are inconsistent with the introduced amendments. The Agency will notify all those who have submitted application forms in the System before the publication of amendments to the Regulations by sending information via the Agency’s System or by email to the Applicants’ addresses.

Amendments of an organizational or clarifying nature, or to correct obvious errors in the Regulations do not require separate notification of their introduction, subject to publication of the content of such amendments.

#### VIII. CONTACT WITH THE AGENCY

**Polish National Agency for Academic Exchange**

ul. Polna 40

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00-635 Warszawa

telephone +48 22 390 35 00

<https://nawa.gov.pl/kontakt>

[solidarni@nawa.gov.pl](mailto:solidarni@nawa.gov.pl)

## **IX. ATTACHMENTS**

- 1) Model Certificate 1.
- 2) Model Certificate 2.
- 3) Model agreement



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Załącznik nr 1.

....., \_\_\_/\_\_\_/20\_\_\_  
*Miejscowość i data wystawienia / Place and date of issue*

\_\_\_\_\_  
*Imię i nazwisko studenta / Student's first and last name*

\_\_\_\_\_  
*Data urodzenia / Date of birth*

\_\_\_\_\_  
*Obywatelstwo / Citizenship*

\_\_\_\_\_  
*Dokument tożsamości / Identity document*

**W związku z odbywaniem w roku akademickim 20...../..... kształcenia na studiach /  
In relation to education in the academic year 20...../.....**

.....  
*Rodzaj studiów, cykl studiów i kierunek studiów / Form of study, cycle of study and field of study*

**w / at**

.....  
*Nazwa uczelni / Higher Education Institution*

**Zaświadcza się, że zgodnie z przepisami obowiązującymi w uczelni /  
We certify that in accordance with the regulations of the Higher Education Institution**

Rok akademicki 20...../..... rozpoczął się z dniem 01/10/20\_\_\_.

The academic year 20...../..... started on: 01/10/20\_\_\_.

W roku akademickim 20...../..... student rozpoczął kształcenie się z dniem \_\_\_/\_\_\_/20\_\_\_.

In the academic year 20...../..... the student started his/her education on: \_\_\_/\_\_\_/20\_\_\_.

*(Data rozpoczęcia kształcenia się studenta w roku akademickim 20...../..... /  
Date of beginning of student's education in the academic year 20...../.....)*

W roku akademickim 20...../..... sesja egzaminacyjna kończy się dnia \_\_\_/\_\_\_/20\_\_\_.

In the academic year 20...../..... the last day of the summer semester exam session ends on<sup>1</sup>: \_\_\_/\_\_\_/20\_\_\_.

*(Data zakończenia kształcenia się studenta w roku akademickim 20...../..... /  
End date of student's education in the academic year 20...../.....)*

.....  
*Podpis i pieczęć przedstawiciela uczelni /  
Signature and stamp of Higher Education Institution  
representative*

<sup>1</sup> Ostatni dzień letniej sesji egzaminacyjnej (w tym poprawkowej) – w zależności od regulaminu i organizacji studiów w semestrze letnim obowiązujących w uczelni; albo data skreślenia z listy studentów. / Last day of the summer semester exam session (incl. make-up exam session) – according to the rules and regulations and organisation of the summer semester at the HEI; or date of expel from HEI.

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Załącznik nr 2.

....., \_\_\_\_/\_\_\_\_/20\_\_\_\_  
*Miejscowość i data wystawienia / Place and date of issue*

\_\_\_\_\_  
*Imię i nazwisko studenta / Student's first and last name*

\_\_\_\_\_  
*Data urodzenia / Date of birth*

\_\_\_\_\_  
*Obywatelstwo / Citizenship*

\_\_\_\_\_  
*Dokument tożsamości / Identity document*

**W związku z odbywaniem w roku akademickim 20...../..... kształcenia na studiach /  
In relation to education in the academic year 20...../.....**

.....  
*Rodzaj studiów, cykl studiów i kierunek studiów / Form of study, cycle of study and field of study*

**w / at**

.....  
*Nazwa uczelni / Higher Education Institution*

**Zaświadcza się, że zgodnie z przepisami obowiązującymi w uczelni /  
We certify that in accordance with the regulations of the Higher Education Institution**

Rok akademicki 20...../..... zakończył się z dniem 30/09/20 ..... / The academic year 20...../..... ended on  
30/09/20 \_\_\_\_.

W roku akademickim 20...../..... student kształcił się do dnia \_\_\_\_/\_\_\_\_/20\_\_\_\_/

In the academic year 20...../..... the student ended his/her education on<sup>2</sup>: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*(Data zakończenia kształcenia się studenta w roku akademickim 20...../...../  
End date of student's education in the academic year 20...../.....)*

.....  
*Podpis i pieczęć przedstawiciela uczelni /  
Signature and stamp of Higher Education Institution  
representative*

<sup>2</sup> Ostatni dzień letniej sesji egzaminacyjnej (w tym poprawkowej) – w zależności od regulaminu i organizacji studiów w semestrze letnim obowiązujących w uczelni; albo data skreślenia z listy studentów. / Last day of the summer semester exam session (incl. make-up exam session) – according to the rules and regulations and organisation of the summer semester at the HEI; or date of expel from HEI.

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Annex 3.

IDENTIFICATION SHEET OF THE AGREEMENT WITH THE SCHOLARSHIP HOLDER

PARTICULARS OF THE AGREEMENT			
1. Decision no.	[from the agreement form]	2. Agreement number	[from the agreement form]
3. Start date	1 October 2022	4. End date	[from the agreement form]
PARTICULARS OF THE SCHOLARSHIP HOLDER			
5. Scholarship Holder	[from the agreement form]		
6. Citizen	[from the agreement form]		
7. Home address in Poland	[from the agreement form]		
8. ID or Passport number	[from the agreement form]		
PARTICULARS OF THE BANK			
9. Account holder	[from the agreement form]		
10. IBAN (bank account no.)	[from the agreement form]		
11. Currency of account	[from the agreement form]		
FUNDING			
	Granted funds (max. total)	Scholarship	
12. Granted funds (max. total)			
13. Funds for the 2022/23 academic year (max.)			
14. Funds for the 2023/24 academic year (max.)			
15. Funds for the 2024/25 academic year (max.)			
REPORTING			
16. Annual report	Reporting period	until 15 October of each academic year	

STATEMENT OF THE SCHOLARSHIP HOLDER

I confirm that the above data complies with the factual and legal status and acknowledge that this page is an integral part of the Agreement.

.....  
place, date

.....  
signature of the SCHOLARSHIP HOLDER

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AGREEMENT NO. BPS/EUB/2022/1/...../U/01

entered into in Warsaw (hereinafter “Agreement”), by and between:

the **Polish National Agency for Academic Exchange – a state legal entity established pursuant to the Act of 7 July 2017 on the Polish National Agency for Academic Exchange (Journal of Laws of 2019, item 1582)**, with its registered office in Warsaw, at ul. Polna 40, 00-635 Warszawa, Tax Identification Number (NIP): 5272820369, Statistical Identification Number (REGON): 368205180, hereinafter referred to as the “**Agency**”, represented by its legal representative in accordance with the rules of its representation for the purpose of entering into this Agreement,  
and

**[first and last name]**, citizen of **Belarus**, residing at **[street, house no., flat no., postal code, town/city]**, ID card / passport no.: **[identity card/passport no.]** valid until **[identity card / passport expiry date]**, communicating with the use of the email address: **[email address]**, hereinafter referred to as “**Scholarship Holder**”,

hereinafter jointly referred to as “**Parties**”,

reading as follows:

## §1

### Object of the Agreement

1. The object of the Agreement is the implementation of the Project (hereinafter referred to as the “Project”) by the Scholarship Holder under the “EU4Belarus – Support to Advanced Learning and Training (SALT II)” programme funded by the European Union (hereinafter referred to as the “EU4Belarus SALT II Programme”) implemented by the Agency under agreement no. NDICI-GEO-NEAR/2022/434-092-0001.
2. The Project will be implemented pursuant to the provisions of this Agreement.
3. The Project involves the Scholarship Holder’s pursuit of a course of study during its regular duration.
4. The Agency Director has granted the Scholarship Holder funds for the implementation of the Project in the maximum amount of PLN **[total amount]**, in compliance with Annex 1.

## §2

### Terms and conditions

1. The Agency and the Scholarship Holder agree to perform this Agreement based on:
  - 1) universally applicable provisions of law,

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- 2) the provisions of the Agreement and the Identification Sheet constituting Annex 1 to the Agreement,
  - 3) registration form submitted by the Scholarship Holder in the Agency’s ICT system constituting Annex 2 to the Agreement,
  - 4) the Regulations of participation in the EU4Belarus SALT II Programme constituting Annex 3 to the Agreement (hereinafter referred to as the “Regulations”).
2. Statements made at the registration stage via the Agency’s ICT system and during the recruitment process for the EU4Belarus SALT II Programme remain binding.
  3. The Agency is not accountable for any possible damage suffered by the Scholarship Holder or third parties in relation to the performance of the Agreement.

### **§3**

#### **Responsibilities of the Scholarship Holder**

The Scholarship Holder is obliged to meet their obligations under the terms of the Agreement, including the Regulations.

### **§4**

#### **Method and procedure for supervising the implementation of the Agreement by the Agency**

1. The Agency supervises the proper performance of the Agreement.
2. The supervision includes in particular:
  - 1) supervision on an ad-hoc basis, in particular the right of the Agency to request from the Scholarship Holder explanations, information and any documentation related to the Project within the time limit specified by the Agency, no shorter than 7 days from the request date;
  - 2) assessment of reports;
  - 3) the right of the Agency Director to withhold Project funding in accordance with § 5 of the Agreement;
  - 4) the right of the Agency Director to terminate the Agreement in accordance with § 9 of the Agreement.
3. The Scholarship Holder is obliged to inform the Agency immediately of any problems or irregularities in the performance of the Agreement which threaten or may threaten the proper performance of the Agreement.
4. The Scholarship Holder authorizes the Agency to contact the HEI at which they are studying and to obtain from it data concerning their education for the purposes of the performance of the Agreement and of the EU4Belarus SALT II Programme.

### **§5**

#### **Terms and conditions of funding. Termination of funding**



This programme is co-funded by the European Union under the “EU4Belarus – Support to Advanced Learning and Training (SALT II) programme”

1. The Project will be implemented pursuant to the provisions of the Regulations.
2. The Scholarship Holder will be entitled to receive the scholarship monthly for each month of the academic year in which the Scholarship Holder stays in Poland and pursues their studies (according to the academic year calendar binding at the HEI) provided that:
  - 1) the scholarship is payable for a maximum of 10 months each academic year,
  - 2) the scholarship is payable from the time the Scholarship Holder commences their studies, but no earlier than effective from 1 October 2022,
  - 3) the scholarship is payable until the Scholarship Holder completes the course of study, but no later than until 31 July 2025.
3. The funds are paid in euro (EUR) to the Scholarship Holder’s bank account specified in Annex 1 at a bank operating on the territory of the Republic of Poland. In the case of an account denominated in a currency other than EUR, the funds paid will be converted in accordance with the rules specified by the bank that maintains the account.
4. The funds received by the Scholarship Holder come from the European Union’s Programme “EU4Belarus – Support for Advanced Learning and Training (SALT II)”.
5. The Scholarship Holder may not receive other scholarships related to the completion of a given course of study during the period of performance of the Agreement, except for benefits referred to in the Act of 20 July 2018 on Higher Education and Science.
6. Funds granted under the Agreement will be paid out provided that the Agency has sufficient funds for the implementation of the EU4Belarus SALT II Programme.
7. In the event of undue receipt of funds under a funding agreement under the EU4Belarus SALT II Programme, in the cases described in IV.3.8 of the Regulations, the Agency will request that the contracting party repay the funds.

## §6

### Insurance

The Scholarship Holder is obliged to provide their own insurance, as defined by the Regulations, for the term of the Agreement.

## §7

### The Scholarship Holder’s reports

The Scholarship Holder is required to submit documents and annual reports on Project implementation in accordance with the Regulations.

## §8

### Evaluation rules

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The Scholarship Holder is obliged to participate in the evaluation of the EU4Belarus SALT II Programme carried out by the Agency (or other authorized entities specified in the Regulations), under the terms and conditions specified in the Agreement, including the Regulations.

## §9

### Rules for termination of the Agreement; force majeure

1. The Scholarship Holder must notify the Agency immediately, but no later than within 7 days of the occurrence of any circumstances that result or may result in changes to the content hereof or of the annexes hereto, or else they will not be considered effective by the Agency.
2. The Parties are released from liability for failure to meet their obligations hereunder due to force majeure.
3. By force majeure, the Parties understand in particular external events, independent of the Parties, affecting the performance hereof, of an extraordinary, unpredictable, and unavoidable nature, which occurred after the execution hereof.
4. A Party may only invoke force majeure if the Party immediately, but no later than within the time limit specified in sub-section 1, notifies the other Party of the force majeure event and provides description of the situation or event, the expected duration of the force majeure, and description of the foreseeable consequences of the force majeure.
5. The Parties are obliged to take the necessary measures to limit the damage caused by force majeure and make every effort to resume the performance of the Agreement as soon as possible.
6. In the event of force majeure limiting or impeding the performance of the Agreement for a period longer than 30 days, the Agency reserves the right to change the principles of implementation of the EU4Belarus SALT II Programme, including the amount of the scholarship.
7. If the Scholarship Holder is found to be in violation of the Agreement, including, but not limited to, the Scholarship Holder’s obligations, including report submission requirements, the Agency may terminate the Agreement in writing after giving the Scholarship Holder written notice and an additional 14-day period to cease violations and remove or remedy the effects of violations of the Agreement.
8. The Agreement may also be terminated by the Parties by mutual agreement if circumstances occur for which neither of the Parties is responsible and which prevent the performance hereof. In such a case, the Parties will agree on the terms of settlement of the funds received.

## §10

### Promotion

The Scholarship Holder is obliged to mark all the prepared works, materials and documents created under or in connection with the EU4Belarus SALT II Programme which are made public or intended for

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a target group, by placing on them, in a visible place, information about the EU4Belarus SALT II Programme’s sources of funding.

## §11

### Rules for personal data protection

Personal data will be protected according to the rules set out in the Regulations.

## §12

### Final Provisions

1. The rights and duties of the Parties may not be transferred to third parties.
2. In matters not regulated by the Agreement, the provisions of the Act on the Polish National Agency for Academic Exchange, the Civil Code or other generally applicable regulations will apply.
3. The Parties agree that the law applicable to the obligations resulting from the Agreement will be Polish law.
4. Disputes arising from the performance of the Agreement will be resolved by a common court with jurisdiction over the registered office of the Agency.
5. The Scholarship Holder is obliged to notify the Agency via the Agency’s ICT system of any change in the relevant data contained in the Agreement, including, but not limited to: change of name, home address in Poland, and email address within 7 days, under pain of all actions taken by the Agency using outdated data being effective with respect to the Scholarship Holder.
6. The Agreement has been entered into in documentary form via the Agency’s ICT system and enters into force upon its execution by the last of the Parties.
7. Amendments to the Agreement require written or documentary form under pain of nullity, unless otherwise stipulated in the Agreement.
8. Annexes to the Agreement:
  - 1) Annex 1 – Identification sheet of the Agreement with the Scholarship Holder;
  - 2) Annex 2 – Application form submitted by the Scholarship Holder, available in the Agency’s ICT system at <https://programs.nawa.gov.pl/>;
  - 3) Annex 3 – Regulations of participation in the EU4Belarus SALT II Programme;
  - 4) Annex 4 – Decision of the Agency Director, available via the Agency’s ICT system at <https://programs.nawa.gov.pl/>.



NARODOWA AGENCJA  
WYMIANY AKADEMICKIEJ



Dofinansowane przez  
Unię Europejską

This programme is co-funded by the European Union under the “EU4Belarus – Support to Advanced Learning and Training (SALT II) programme”

The Agency:

Scholarship Holder:

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*(signature)*

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*(signature)*

Warsaw, \_\_\_\_\_

*(place, date) (place, date)*