

AGREEMENT NO.
(hereinafter referred to as „the Agreement”)

Concluded between:

the Polish National Agency for Academic Exchange - a public legal entity established on the basis of the Act of July 7th, 2017 on the Polish National Agency for Academic Exchange (i.e., Journal of Laws of 2019, item 1582) with registered office in Warsaw under the address: ul. Polna 40, 00-635 Warszawa, tax id. no. (NIP): 5272820369, statistical no. (REGON): 368205180, hereinafter referred to as "NAWA",
represented in accordance with its principles of representation

and

Mr/Ms [name and surname], address of residence: [address], identifying himself/herself with the ID (including passport) number [series and number], hereinafter referred to as the “the Scholarship Holder”,
hereinafter jointly referred to as "the Parties".

the Parties have agreed as follows:

§1

Subject matter of the Agreement

1. The subject matter of the Agreement is realization by the Scholarship Holder of a course under the Summer Courses of Polish Language and Culture 2020 program (hereinafter referred to as "the Program") based on the decision of the NAWA Director no. [decision number] of [date] (hereinafter referred to as "the Decision").
2. The Scholarship Holder has been awarded the scholarship and the right to participate in the Program, on the terms set out in the Decision and in accordance with the Program Regulations constituting Annex to the Agreement (hereinafter referred to "the Regulations").

§2

Obligations of the Parties

1. As part of the implementation of the Agreement, NAWA undertakes to provide to the Scholarship Holder a free of charge course on the terms and within the scope specified in the Regulations as well as to pay the scholarship in the amount specified in the NAWA Director's Decision.
2. As part of the implementation of the Agreement, the Scholarship Holder undertakes to realize the Program in accordance with the Regulations.

§3

Insurance

The Scholarship Holder is required to possess the insurance specified in the Regulations. The Scholarship Holder shall not be entitled to any claims against NAWA for costs incurred, including costs of treatment, not covered by the insurance referred to in the first sentence.

§4

Termination of the Agreement

1. In the event of a breach of the Agreement by the Scholarship Holder, including failure to comply with the obligations arising from the Regulations or ignoring the instructions provided by NAWA or the entity implementing the course, calling for improvement of the Scholarship Holder's activities, NAWA may terminate the Agreement with immediate effect within 7 days from becoming aware of the abovementioned circumstances.
2. Termination of the Agreement shall be effected in writing or in the form of a document under the pain of nullity.
3. In the event of termination of the Agreement, the Scholarship Holder shall be obliged to vacate the place of accommodation and return the received materials.
4. In the event of termination of the Agreement, the Scholarship Holder shall be obliged to return the received scholarship together with statutory interest accrued from the day of receiving the scholarship till the day of its return, within 14 days from the date of termination of the Agreement. As the date of returning the funds shall be regarded the day of their crediting to NAWA's bank account.
5. Termination of the Agreement shall constitute the basis for refusing the Scholarship Holder's participation in the next edition of the Program.
6. The Agreement may be terminated by way of the Parties' agreement in the event of occurrence of circumstances beyond the control of any of the Parties that render performance of the Agreement impossible. The Parties shall specify the terms of termination of the Agreement, including possible return of received didactic materials and the scholarship.

§5

Dissemination of the image

1. Under the Agreement, the Scholarship Holder shall give to NAWA his/her consent to disseminate, without any restrictions regarding time and territory, his/her image recorded in connection with the realization of the Program.
2. The consent referred to in item 1 shall include the use of the Scholarship Holder's image by NAWA or by other persons acting on behalf of NAWA, recording and reproduction of the Scholarship Holder's image through any media, in particular publication in newspapers, magazines, reports, minutes, folders, Internet publications, including the NAWA website, exhibitions and electronic publications for NAWA promotional and marketing purposes in connection with the implementation of NAWA's statutory objectives.

§6

Personal data

1. NAWA shall be the Controller of the Scholarship Holder's personal data. The data shall be used for the purposes of implementation this Agreement as well as NAWA's and the Scholarship Holder's obligations under the Agreement and to promote NAWA's programs.
2. The Scholarship Holder's personal data may be transferred to NAWA employees, external experts, employees of institutions organizing summer courses or institutions promoting NAWA programs in connection with the implementation of the objectives set out in item 1 of this paragraph.

3. The legal basis for personal data processing is Art. 6 (1) (b) and (e) of the General Data Protection Regulation (GDPR). The transfer of the data shall be voluntary, but necessary for the conclusion of this Agreement. Refusal to provide the data shall mean that this Agreement may not be concluded.
4. The Scholarship Holders' personal data shall be used for the period of 5 years from the expiry of the Agreement.
5. The data subject shall have the right to:
 - 1) demand from NAWA access to his/her personal data,
 - 2) rectify, delete or limit the use of his/her personal data,
 - 3) transfer his/her personal data,
 - 4) file a complaint to the supervisory authority (the President of the Personal Data Protection Authority, ul. Stawki 2, 00-193 Warszawa).- on the terms set out in the GDPR.
6. Contact details of the Data Protection Officer: Adam Klimowski, odo@nawa.gov.pl.

§7

Final Provisions

1. The rights and obligations of the Parties arising under the Agreement shall not be transferred to third parties.
2. The parties indicate Polish law as the law governing the Agreement.
3. In matters not regulated by the Agreement, the provisions of the Act on the Polish National Agency for Academic Exchange and the Polish Civil Code shall apply.
4. Disputes arising under the Agreement shall be resolved by a general court of law territorially competent for the location of NAWA's registered office.
5. Any changes to the Agreement shall be in writing or in the form of a document, otherwise being null and void.
6. Annexes:
 - 1) Program Regulations available on the NAWA website at: www.nawa.gov.pl.

I agree to the above terms of participation in the Summer Course of Polish Language and Culture in the period and place indicated in §1 of the Agreement (I hereby conclude this Agreement).