

AGREEMENT (PROJECT) IDENTIFICATION SHEET

AGREEMENT DETAILS			
1. Decision No.	[number] [number]	2. Financing information	[national, EU]
3. Start date of the Project implementation	[date]	4. Project completion date	[date]
BENEFICIARY DATA			
5. BENEFICIARY	[name]		
6. Address	[street building no. premises no. / town or city / no., postal code, town or city]		
7. NIP No.	[number]		
8. REGON No.	[number]		
BANK DETAILS			
9. Account holder	[name]		
10. IBAN (account number preceded by PL)	[number]		
11. Account currency	PLN	12. SWIFT	[code]
FINANCING			
	Funds awarded (%)	Amount	Date of payment
13. Funds awarded	100%	[amount] PLN	n/a
14. Advance payment I	[__ %]	[amount] PLN	21 business days from the date of conclusion of the Agreement
15. Partial payment	[__ %]	[amount] PLN	within 21 business days from the date of approval of the Interim Report, provided that at least XX% of the funds transferred to the Beneficiary so far have been settled
16. ]Partial payment	[__ %]	[amount] PLN	within 21 business days from the date of approval of the Interim Report, provided that at least XX% of the funds transferred to the Beneficiary so far have been settled
17. Final payment	[to __ %]	[amount] PLN	21 business days from the date of acceptance of the Final Report
REPORTING			
18. Reporting scheme	[A/B/C]		
19. Does the agreement require security as a result of an examination of the applicant's financial capacity?	YES/NO/NOT APPLICABLE		

**AGREEMENT NO. BIU/PRO/YEAR/N/NUM/DOK/LP<sup>1</sup>**

hereinafter referred to as the “**Agreement**”, concluded in Warsaw between:

**Polish National Agency for Academic Exchange** - a state legal entity established on the basis of the Act of July 7, 2017 on the Polish National Agency for Academic Exchange with its registered office in Warsaw, at Polna 40, 00-635 Warsaw, NIP number: 5272820369, REGON number: 368205180, hereinafter referred to as the “**Agency**”,  
represented in accordance with the principles of its representation

and

\_\_\_\_\_, with its headquarters in \_\_\_\_\_ at \_\_\_\_\_, \_\_\_\_\_, NIP number: \_\_\_\_\_, REGON number: \_\_\_\_\_, hereinafter referred to as the “**Beneficiary**”, represented by:  
\_\_\_\_\_ – \_\_\_\_\_,

hereinafter collectively referred to as the “**Parties**”

with the following content:

**§ 1**

**Subject of the agreement**

1. The subject of the Agreement is the implementation by the Beneficiary of a project, hereinafter referred to as the “**Project**”, co-financed by the Agency, in accordance with the decision of the Director of the Agency No. [...] of [...] (hereinafter referred to as the “**Decision**”), under the Programme [...] hereinafter referred to as “**Programme**”, in accordance with the Beneficiary's application for participation in the Programme available in the Agency's IT system, hereinafter referred to as the “**Application**”.
2. The Agreement specifies the rules for the implementation of the Project, as well as the transfer, settlement, monitoring and control of the financial resources applicable to it.

**§ 2**

**Granted funds and project implementation period**

1. The Director of the Agency granted the Beneficiary financial resources for the implementation of the Project in the maximum amount indicated in the Agreement Identification Sheet.
2. The Project will be implemented for the period indicated in the Agreement (Project) Identification Sheet.

**§ 3**

**Terms of implementation of the Agreement**

1. The Beneficiary undertakes to implement the Project sequentially based on:

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<sup>1</sup> Office/Programme/Year/Recruitment/Number/Document designation/No. Document

- 1) Announcement of the Call for Applications for participation in the Programme, constituting Appendix 2 to the Agreement together with the accompanying appendices, hereinafter referred to as the “**Announcement**”;
  - 2) **Application** accepted by the Agency;
  - 3) Rules for implementing projects under the Agency's institutional programmes, hereinafter referred to as the “**Beneficiary's Manual**”, constituting Appendix 3 to the Agreement;
  - 4) internal regulations in force at the Beneficiary, unless they are inconsistent with generally applicable provisions of law and the documents listed above.
2. In the event of discrepancies or other possible doubts as to the application of the Agreement or its appendices, the Parties agree that priority will be given to the **Announcement**, then the Beneficiary's Manual, and then the **Application**, to the extent approved by the Decision of the Agency Director.

#### § 4

##### Financing rules

1. The granted funds will be transferred to the Beneficiary by the Agency to the Beneficiary's bank account indicated in the Agreement Identification Sheet on the terms specified therein. The amounts specified in the Agreement are not subject to indexation.
2. The day of payment of funds is considered to be the day on which the Agency's bank account is debited.
3. The funds are disbursed subject to the availability of funds in the Agency's bank account.
4. Withdrawal of funds can be made as follows:
  - 1) in the event of mutual due amounts arising from agreements concluded between the Agency and the Beneficiary, the Agency will be entitled to deduct them, which does not release the Beneficiary from the obligations arising from the Agreement;
  - 2) in other cases, the payment will be made by the Agency to the Beneficiary's bank account.
5. The Parties agree that the order of payment according to the forms specified in section 4 are determined as follows: first, the mutual receivables mentioned in point 1 will be deducted, followed by the payment referred to in point 2.
6. Additional rules regarding financing are specified in the **Beneficiary's Manual**.

#### § 5

##### Beneficiary's reports

The Beneficiary is obliged to submit reports on time in accordance with the principles specified in the Agreement and based on the scheme specified in the Agreement Identification Sheet, including the Beneficiary Manual.

#### § 6

##### Project documentation and control

1. The Beneficiary is obliged to collect and store original Project documents in accordance with the principles specified in the Beneficiary Manual.
2. The beneficiary may be subject to inspections and audits carried out by the Agency or authorized third parties, in accordance with the principles set out in the Beneficiary Manual.

#### § 7

##### Rules for the performance of the Agreement, liability

1. The Beneficiary is obliged to immediately inform the Agency about any problems or irregularities in the implementation of the Agreement that threaten or may threaten the proper implementation of the Agreement.
2. The Agency is not liable for any damage incurred by the Beneficiary or third parties resulting from the implementation of the Agreement. In particular, the Agency is not liable for the Beneficiary's actions or omissions.

## § 8

### Suspension of financing

The Agency may suspend financing of the Project in the situations and under the terms specified in **point 12.2** of the Beneficiary's Manual.

## § 9

### Termination of the agreement

The Agency reserves the right to terminate the agreement in the situations and on the terms specified in **point 12.4** of the Beneficiary Manual.

## § 10

### Settlement of the Agreement and return of the funds granted

1. The Agency settles the Agreement after verifying the report.
2. If the funds are not spent under the Agreement, the Beneficiary is obliged to return them within 14 days from the date of receiving the request for reimbursement from the Agency. If the return is made after the deadline, statutory interest is charged as for delay, starting from the day following the date on which the above-mentioned return deadline expired.
3. Financial resources used contrary to their intended purpose or collected unduly or collected in excessive amounts, resulting from the settlement of the report, are subject to return upon request of the Agency within the period specified by the Agency, not less than 14 days. In such a case, the Beneficiary is obliged to return the funds along with interest in the amount as for tax arrears, accrued from the date of transfer of the funds.

## § 11

### Change of agreement

1. Any changes to the Agreement must be made in writing under pain of nullity.
2. Detailed provisions regarding changes to the Project are set out in the Beneficiary's Manual, including **point 13**.

## § 12

### Copyright

1. The Beneficiary undertakes that all works, works, effects of creative and scientific work produced in the Project, the features of which indicate that they may be subject to copyright protection, will be made available under an open "Creative Commons" ("CC") license. Open access to the public is a basic condition for the management of this type of elements in the project, in accordance with the regulations in this paragraph, subject to paragraph 2.
2. At the request of the Agency, the Beneficiary undertakes to make available under the CC license all works related to communication and visibility that were created as part of the Project.

3. The selection of a specific type of CC license is determined by the Agency and results from the purpose of the Project.
4. Methods of publication ensuring open access under the terms of the paragraph are determined by the Agency, in accordance with the purpose of the Project.
5. Paragraph 1-3 shall apply accordingly to the project participants (if applicable), which does not limit the Beneficiary's liability for the implementation of the conditions specified in the paragraph.
6. In the case of derivative works to which the copyright has not expired and the authors and heirs do not agree to the release of the license right, the Beneficiary will make them available under the terms specified in the Act of February 4, 1994 on copyright and related rights.

### § 13

#### **Entrusting the processing of personal data and information obligations<sup>2</sup>**

1. The Agency, pursuant to Art. 28 Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as the "GDPR"), entrusts the Beneficiary with the processing of personal data to the extent and under the terms set out in Appendix 6 to the Agreement.
2. The Parties undertake to mutually fulfil the information obligation referred to in Art. 14 of the GDPR towards persons designated by the parties as contact persons regarding the implementation of the agreement. The Agency information clause<sup>3</sup> for the Beneficiary's representatives and persons designated as contact persons regarding the implementation of the provisions of the agreement is provided in **Appendix 7**. The Beneficiary's information clause for the Agency's representatives is included in **Appendix 8**.
3. In order to efficiently transmit information related to personal data protection breaches, the Parties establish contact points at the following e-mail addresses:
  - 1) Agency: [odo@nawa.gov.pl](mailto:odo@nawa.gov.pl)
  - 2) Beneficiary: .....

### § 14

#### **Force majeure**

1. The Parties are released from liability for failure to fulfil their obligations under the Agreement due to force majeure.
2. By force majeure, the Parties understand an event or combination of events beyond the control of the Beneficiary that prevents or seriously impedes the performance of their obligations under the Agreement, which the Beneficiary could not predict and which they could not prevent, and which could not be overcome by acting with due diligence.
3. A Party may invoke force majeure only if it immediately, but no later than within 14 days, informs the other Party in writing about the occurrence of force majeure (along with a description of the situation or event), the expected duration of force majeure and the estimated effects of the occurrence of force majeure.

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<sup>2</sup> This paragraph regarding the data processing agreement is only applicable to projects in which the only source of financing for the project is the Agency.

<sup>3</sup> In the case of projects co-financed by European Union Funds under the Implementation Act, the list and wording of clauses will change in accordance with Appendix 2 to the Manual: Principles of recruitment, reporting and data collection of participants in projects financed from the European Funds for Social Development.

4. The Parties are obliged to take the necessary measures to limit damage caused by force majeure and to make every effort to resume implementation of the Agreement as soon as possible.
5. If force majeure persists for a period of 30 days or more, the Agency may terminate the agreement with immediate effect. In the case referred to in the previous sentence, the Beneficiary is obliged to return the funds in part or in full within 14 days from the date of termination of the Agreement.

## § 15

### Rules of communication

1. All correspondence, except for the cases of use of the Agency's IT system indicated in the Agreement, bearing the Agreement number, related to the implementation of the Agreement, will be conducted in written or documentary form (including electronic correspondence) using the addresses indicated in the Application.
2. In the event of a change of addresses referred to in section 1, the Party affected by the change is obliged to notify the other Party of the fact no later than within 14 days of the change in data. Until notified, correspondence sent to previous addresses is deemed to have been effectively delivered. Changing the address of the Party or the person indicated by the Beneficiary to conduct correspondence regarding the Project does not require the conclusion of an annex to the Agreement.

## § 16

### Final Provisions

1. The Agreement enters into force on the day it is signed by the latest Party.
2. In matters not regulated by the Agreement, the provisions of Polish law shall apply, including the Act on the Polish National Agency for Academic Exchange or the Civil Code.
3. Disputes arising from the performance of the Agreement will be resolved by a common court competent for the seat of the Agency.
4. The Agreement is concluded in two identical copies, one for each Party / in electronic form within the meaning of Art. 78<sup>1</sup> of the Act of April 23, 1964, Civil Code.
5. Appendices:
  - 1) Agreement identification sheet;
  - 2) Announcement of the call for applications for participation in the Programme along with appendices available on the website [www.nawa.gov.pl](http://www.nawa.gov.pl);
  - 3) Beneficiary's Manual with appendices, available at xxx;
  - 4) Approved Application for participation in the Programme available in the Agency's IT system at <https://programs.nawa.gov.pl/>;
  - 5) Power of attorney (if applicable);
  - 6) Entrusting the processing of personal data and information obligations
  - 7) Agency information clause<sup>4</sup>;
  - 8) Beneficiary information clause.

**Agency:**

**Beneficiary:**

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<sup>4</sup> In the case of projects financed from the European Funds for Social Development, the list and wording of information clauses will change in accordance with Appendix 2 to the Manual: Principles of recruitment, reporting and data collection of participants in projects financed from the European Funds for Social Development.



### Entrusting the processing of personal data and information obligations

1. The processing of personal data is entrusted for the proper implementation of this Agreement. The entrustment period is equal to period 5<sup>5</sup> years from the date of completion of the Project and results from the need to fulfil legal obligations related to the Agreement and make settlements regarding the Agreement.
2. The entrustment includes the data of Project participants to the extent necessary for the implementation of the Agreement.<sup>6</sup>
3. The Beneficiary may process personal data referred to in section 2 above:
  - 1) solely for purposes related to the implementation of the subject matter of the Agreement;
  - 2) only to the extent indicated in section 2 above.
4. In order to secure the personal data entrusted for processing, the Beneficiary undertakes to take appropriate technical and organizational measures to ensure that the processing meets the requirements of the GDPR and the Agreement and protects the rights of data subjects. In particular, it includes the measures referred to in Articles 24 and 32 of the GDPR.
5. The Beneficiary undertakes to ensure that persons having access to the entrusted personal data on behalf of the Beneficiary:
  - 1) were authorized for the processing by the Beneficiary;
  - 2) kept them secret both during the period of cooperation with the Beneficiary and after its termination.
6. The Beneficiary supports the Agency in the implementation of:
  - 1) the obligation to respond to requests of persons whose personal data is processed under the entrustment agreement, within the scope of their rights specified in Chapter III of the GDPR;
  - 2) obligations specified in Art. 32–36 of the GDPR.
7. The Beneficiary shall immediately, no later than within 24 hours of discovering the breach, inform the Agency about the breach of personal data processed under the entrustment agreement. Information for the Agency includes:
  - 1) the nature of the personal data breach, including, where possible, the categories and approximate number of data subjects and categories of personal data affected by the breach;
  - 2) name and surname and contact details of the Beneficiary's data protection officer or designation of another person on behalf of the Beneficiary from whom more information can be obtained;
  - 3) possible consequences of a personal data breach;
  - 4) a description of the measures taken or proposed by the Beneficiary to address the personal data breach, including, where appropriate, measures aimed at minimizing the possible negative effects of the breach.
8. The Beneficiary keeps records of persons authorized to process personal data in connection with the implementation of the Project.

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<sup>5</sup> In the case of projects co-financed by European Union Funds, the data storage period is longer.

<sup>6</sup> The scope of data may be different in each project and should be verified and supplemented when signing the final agreement with the Beneficiary/project.



9. The Agency may allow the Beneficiary to entrust personal data to other processing entities to the extent necessary for the implementation of the Project.
10. The Beneficiary shall inform the Agency of any changes regarding the addition or replacement of the entities referred to above. The Agency reserves the right to object to the changes. The Agency has 14 days from the date of notification to express consent or objection. Acceptance is made electronically. If there is no response within 14 days from the date of notification by the Beneficiary, it is considered that the Agency has not expressed any objection to further entrusting the processing of personal data.
11. The Beneficiary guarantees that another processor whose services it intends to use to process personal data will provide the same guarantees and fulfil the obligations imposed on the Beneficiary, in particular it will provide sufficient guarantees of implementing appropriate technical and organizational measures so that the processing met the requirements of the GDPR and protected the rights of data subjects.
12. The Beneficiary is fully liable to the Agency for the failure of another processor entrusted with the processing of personal data to comply with its data protection obligations. In such a case, the Agency has the right to demand that the Beneficiary immediately cease to use the services of the entity in the process of personal data processing.
13. The Beneficiary will immediately notify the Agency of any person or public authority submitting comments, reservations, requests or initiating proceedings in relation to the personal data entrusted to it for processing by the Agency, and in particular will inform about any control activities undertaken against it by the supervisory authority and about the results of such control if its scope covered personal data entrusted to the Beneficiary by the Agency.
14. The Agency or an auditor authorized by the Agency may carry out audits, including inspections, of the Beneficiary in order to determine whether the Beneficiary complies with data protection obligations. Control activities may include:
  - 1) developing a note of activities, in particular of the collected explanations, inspections carried out and activities related to access to devices, media and IT systems used to process personal data;
  - 2) receiving explanations from persons processing the entrusted personal data;
  - 3) making copies of received documents;
  - 4) making a copy of the image displayed on the screen of a device that is part of an IT system used to process or secure entrusted personal data;
  - 5) preparing copies of the records of the IT system registers used to process the entrusted personal data or records of the configuration of the technical security measures of the system.
15. The Agency prepares a report on the audit and sends a copy to the Beneficiary. The content of the report includes in particular the Beneficiary's actions or omissions resulting in a breach of the data entrustment agreement or a breach of generally applicable provisions on the protection of personal data, including the GDPR.
16. The Beneficiary, within the time agreed with the Agency, removes the breaches indicated in the Agency's report.

**Information clause regarding the processing of personal data of representatives of the Beneficiaries of the Polish National Agency for Academic Exchange, including members of the management board, proxies and contact persons in the framework of cooperation with the Agency**

Administrator	Polish National Agency for Academic Exchange (Agency) Polna 40, 00-635 Warsaw
Purpose and legal basis for data processing	The Agency processes your personal data pursuant to Art. 6 section 1 letters b, c, e and f of the GDPR <sup>7</sup> , in order to: <ol style="list-style-type: none"> <li>1) contact you as the Beneficiary's representative or contact person for cooperation;</li> <li>2) conclude and implement the provisions of the agreement;</li> <li>3) fulfil the legal obligations of the Agency related to the implementation of the agreement, including accounting, tax and archiving obligations, in accordance with the applicable law;</li> <li>4) perform a public task in the field of internationalization of higher education and science entrusted to the Agency, i.e. the task specified in Art. 2 of the Act of July 7, 2017 on the Polish National Agency for Academic Exchange;</li> <li>5) determine, pursue possible claims arising from the performance of the agreement, or defend against them, which constitutes the legally justified interest of the Agency.</li> </ol>
Categories of processed data	Data necessary to conclude the agreement, contact details of persons responsible for implementing the provisions of the agreement, data contained in the power of attorney.
Data processing period	Your personal data will be processed by the Agency until the purpose of processing ceases or for the period resulting from the archival category of documents containing the data, specified in the implementing provisions to the Act of July 14, 1983 on national archival resources and archives.
Sharing/entrusting data	While maintaining all security guarantees, the Agency may make your data available to entities authorized to receive it under the law, or transfer it to entities processing it on behalf of the Agency on the basis of an appropriate data processing agreement.
Transfer of data to third countries	Your data will not be transferred to a third country or international organization. If it is necessary to transfer data to a third country, the Agency will provide appropriate security for the transfer of the data and effective legal protection measures, in particular standard contractual clauses adopted by the European Commission, and will inform you about the fact.
Making decisions based solely on automated processing of personal data, including profiling	Does not apply.
Requirement to provide data/data source	Your identification and contact details were obtained in connection with the cooperation of the entity you represent with the Agency.
Rights of the data subject	You can submit an application to us for accessing your personal data, rectification of data, transfer of data and restriction of the processing of personal data - on the terms set out in the GDPR.  You may also lodge a complaint with the President of the Personal Data Protection Office if you believe that the processing of your personal data by the Agency violates the law.
Contact to the data protection officer at the Agency	odo@nawa.gov.pl

<sup>7</sup> Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC