

IDENTIFICATION CARD OF THE AGREEMENT WITH THE FELLOW

AGREEMENT DETAILS			
1. Decision number	[number]	2. Agreement number	[number]
3. Start date	[date]	4. End date	[date]
FELLOW DATA			
5. Fellow	[first name and last name]		
6. Address	[address]		
7. Personal ID or Passport No.	[number]		
8. PESEL number (if applicable)	[number]		
BANK DETAILS			
9. Account holder	[first name and last name]		
10. IBAN (account number)	[number]		
11. Account currency	[currency]	12. SWIFT	[code]
FINANCING			
	Funds awarded (%)	Amount	Date of payment
13. Funds awarded	100%	[amount] PLN	[date]
14. Advance payment	[number %]	[amount] PLN	[date]
15. 1st interim payment	[number %]	[amount] PLN	[date]
16. 2nd interim payment	[number %]	[amount] PLN	[date]
17. Balancing payment	[number %]	[amount] PLN	[date]
REPORTING			
18. Interim report	Reporting period	From [date]	To [date]
19. Final report	Reporting period	From [date]	To [date]

DECLARATION OF THE FELLOW

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

Agreement No. [agreement number]

hereinafter referred to as the "Agreement"

concluded in Warsaw, between:

The Polish National Agency for Academic Exchange - a state legal person established pursuant to 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 by its legal representative in order to conclude the Agreement,

and

Mr./Mrs. [first name and last name] residing at [address], holding ID card/passport no.: [number] /PESEL: [number], hereinafter referred to as the "Scholarship Holder",

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 Fellow of activities consisting in [implementation of a scholarship/training course], hereinafter referred to as the "Scholarship", co-financed by the Agency, in accordance with the decision of the Director of the Agency No. [number] of [date] constituting Appendix 5 to the Agreement (hereinafter "Decision") under the [name of the Program], hereinafter referred to as the "Program".
2. The Director of the Agency granted the Fellow financial resources for the implementation of the Scholarship in the maximum amount of PLN [amount] (in words: [amount] zlotys and [amount] groszy), hereinafter referred to as "Financial resources"
3. The Agreement will be implemented in the period from to .

§ 2**Terms of implementation of the Agreement**

The scholarship will be implemented in accordance with:

- 1) the announcement constituting Appendix 2 to the Agreement, hereinafter referred to as the "Announcement", and then
- 2) the Regulations of the programs of the Polish National Agency for Academic Exchange - programs for natural persons, constituting Appendix 3 to the Agreement, hereinafter referred to as the "Regulations",
- 3) the Agreement and the Identification Card of the Agreement with the Fellow, constituting Appendix 1 to the Agreement,
- 4) application No. [number] for participation in the Program, to the extent accepted for implementation by the Agency in accordance with the Decision, constituting Appendix 4 to the Agreement, hereinafter referred to as the "Application".

§ 3**Obligations of the Fellow**

The Fellow is obliged to fulfill the obligations specified in the Announcement, in particular in the Regulations.

§ 4

Financing rules and return of funds

1. The funds will be transferred to the Fellow's bank account, in accordance with Appendix 1 to the Agreement and on the terms specified in the Announcement, in particular the Regulations.
2. The disbursement of funds will be made provided that the Agency has adequate funds for this purpose. The Agency is not responsible for delays in the transfer of funds to it by other entities for the payment of funds referred to in the first sentence.
3. A properly prepared interim report or final report is assessed by the Agency in terms of compliance of the activities carried out by the Fellow with the Agreement.
4. Financial resources deemed to have been spent contrary to the Agreement shall be returned within 14 days from the date of receipt of the request for their return. If the funds are not returned on time, the Agency charges statutory interest for the delay.
5. The day of payment or a return of Funds is considered to be the day of debiting or crediting the Agency's bank account, respectively.

§ 5

Insurance

The Fellow is obliged to provide themselves with insurance, specified in the Announcement, for the duration of the Agreement. The Agency is not liable for any damage incurred in connection with the implementation of the Agreement, incurred by the Fellow or third parties, and the Fellow is not entitled to any claims against the Agency, in particular for medical costs incurred, not covered by the insurance referred to above.

§ 6

Rules of assessment

1. The Fellow is obliged to participate in the assessment of the Program conducted by the Agency (or other authorized entities indicated in the Regulations), under the terms and conditions specified in the Regulations.
2. The Agency reserves the right to modify the assessment rules or deadlines for carrying it out within 2 years from the end of the year in which the Agreement will be settled, and the new assessment rules or deadlines will not exceed those indicated in the Regulations in terms of quantity and time.
3. In the case referred to in par. 2 the Agency will inform the Fellow about such circumstances, indicating the new rules or deadlines, via the Agency's ICT system or via e-mail.

§ 7

Rules for storing documents

The Fellow is obliged to store documentation related to the implementation of the Agreement for the period specified in the Regulations or, if applicable, generally applicable law.

§ 8

Rules of visual identification of the Agency

1. The Fellow is obliged to include on all materials, presentations or publications resulting from the implementation of the Scholarship or developed by the Fellow for the implementation of the Scholarship, information in Polish or English about the financing of the Scholarship by the Polish National Agency for Academic Exchange along with the logo.
2. Specified in section 1, the obligation does not cover those publications whose publication excludes the possibility of fulfilling the obligation, in accordance with the relevant rules determined by the publishing entity, in particular the publisher.

§ 9

Principles of control and audits

1. The Agency may carry out inspections or audits of the Fellow's activities on the terms and within the deadlines specified in the Regulations.
2. The Fellow undertakes to cooperate with the Agency in this respect, and in particular to provide the required documentation related to the implementation of the Scholarship, provide explanations in this regard and take other actions aimed at enabling the implementation of the Agency's rights arising from the Regulations.

§ 10

Change, termination of the Agreement, force majeure

1. In the event of any circumstances that result or may lead to changes in the content of the Agreement or its appendices, the Fellow will report this fact to the Agency immediately, but no later than within 7 days from the date of their occurrence, otherwise the Agency will not recognize them as effective.
2. The Parties are released from liability for failure to fulfill their obligations under the Agreement due to force majeure.
3. The Parties understand force majeure as, in particular, external events beyond the control of the Parties, affecting the implementation of the Agreement, of an extraordinary nature, impossible to predict and avoid, which occurred after the conclusion of the Agreement.
4. A party may invoke force majeure only if it immediately, but no later than the deadline specified in section 1, informs the other Party about the occurrence of force majeure together with a description of the situation or event, the expected duration of force majeure and a description of the foreseeable effects of force majeure.
5. 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.
6. In the event of force majeure, limiting or preventing the performance of the Agreement for a period longer than 30 days, the Agency reserves the right to terminate the Agreement with immediate effect.
7. If violations of the Agreement by the Fellow are found, in particular in the scope of their obligations, including the requirements for submitting reports, the Agency may terminate the Agreement in writing, after prior written notice to the Fellow and setting them an additional 14-day deadline to stop the violations, remove or remedy the effects of violations of the Agreement.
8. In the event of termination of the Agreement by the Agency, the Fellow is obliged to return all funds received, together with statutory interest for delay, calculated from the date of

transfer of the funds by the Agency until the date of their return, within 14 days from the date of termination of the Agreement.

9. The Agreement may also be terminated by the Parties by mutual consent of the Parties in the event of circumstances for which neither Party is responsible and which prevent the execution of the Agreement. In such a case, the Parties will agree on the terms of return of the received funds.

§ 11

1. The Fellow authorizes the Agency to disseminate information about their activities, including results achieved, etc.

§ 12

Rules of mutual communication

1. The Parties agree that all communication between them will take place using the Agency's ICT system or the following contact details:
 - 1) on behalf of the Fellow to the electronic address: [e-mail address];
 - 2) on behalf of the Agency to the electronic address: [address]@nawa.gov.pl.
2. The Parties also allow (in derogation from the provisions of section 1) a written form, using the postal addresses referred to in the summary of the Agreement (address details of the Parties).

§ 13

Final Provisions

1. The rights and obligations of the Parties arising from the Agreement may not be transferred to third parties.
2. In matters not covered by the Agreement, the provisions of the Act on the Polish National Agency for Academic Exchange, the Civil Code or other generally applicable provisions shall apply. In order to avoid possible doubts, the Parties indicate that the law applicable to the obligations arising from the Agreement is Polish law.
3. Disputes arising from the performance of the Agreement will be resolved by a common court competent for the seat of the Agency.
4. Amendments to the Agreement require a documentary form under pain of invalidity, unless the Agreement provides otherwise.
5. The Agreement enters into force upon its acceptance by the last of the two Parties.
6. The Agreement was drawn up in documentary form [if applicable: "in Polish and English, and in case of discrepancies, the Polish language version shall prevail"].
or
The Agreement has been drawn up in two identical copies, [if applicable: "in Polish and English,"] one for each Party.
7. The Appendices to the Agreement constitute its integral part:
 - 1) Appendix 1 - Identification card of the Agreement with the Fellow;
 - 2) Appendix 2 - Announcement available on www.nawa.gov.pl;
 - 3) Appendix 3 - Regulations of the programs of the Polish National Agency for Academic Exchange - programs for natural persons - available on www.nawa.gov.pl;

- 4) Appendix 4 - Application for participation in the Program available in the Agency's ICT system at <https://programs.nawa.gov.pl/>;
- 5) Appendix 5 - Decision of the Agency's Director, available in the Agency's ICT system at <https://programs.nawa.gov.pl/>.