Annex No. 3: Model agreement with the Scholarship Holder

IDENTIFICATION CARD OF THE AGREEMENT WITH THE SCHOLARSHIP HOLDER

|  |
| --- |
| **AGREEMENT DATA** |
| **NAWA decision no.** | [number] |
| **NAWA agrement no.** | [number] |
| **Start date** | [date] |
| **End date** | [date] |
| **SCHOLARSHIP HOLDER DATA** |
| **SCHOLARSHIP HOLDER** | [full name] |
| **Address** | [street / building no. / apartament no. / postal code / locality] |
| **ID or passport no.**  | [if applicable] |

|  |
| --- |
| **BANK DATA** |
| **Account holder** | [name] |
| **Bank name** | [name] |
| **IBAN (account no.)** | [number] |

|  |
| --- |
| **FINANCING** |
| **Funds awarded** | [amount] | [currency symbol] |

SCHOLARSHIP HOLDER STATEMENT

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

 ……………………………………. …………………………………………………….

 *Place, date signature of the Scholarship Holder*

**AGREEMENT NO …/…**

concluded in Warsaw (hereinafter referred to as "**the Agreement**"), between:

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

represented by its legal representative in accordance with the principles of its representation

for the purpose of conclusion of this Agreement

and

**[Name and surname]**, citizen of **[name of the state]**, residing at **[address of residence]**, ID card/passport number: **[number]**, valid until **[date]**, e-mail address: **[email address]**, hereinafter referred to as "**the Scholarship Holder**",

hereinafter jointly referred to as "**the Parties**".

The parties agreed as follows:

**§1**

**Subject matter of the agreement**

1. The subject matter of the agreement is implementation by the Scholarship Holder of *Poland my first choice* scholarship program (hereinafter referred to as "**the Program**"), financed from the funds of the non-competition project realized by the Agency, entitled "Poland my first choice" no. POWR.03.03.00-00-PN18/19-00, under the Operational Program Knowledge Education Development, Action 3.3 Internationalization of Polish higher education. The program will be implemented on the basis of the decision of the Agency's Director no. **[number]** of **[date]**.
2. The program will be implemented on the terms set out in this Agreement.
3. The program includes completion of studies by the Scholarship Holder within their statutory period.
4. The Agency's Director, for the purpose of implementation of the Program, has granted to the Scholarship Holder financial resources in the maximum amount of PLN **[amount]** (in words: **[amount]** Polish zlotys ... / 100).
5. The funds referred to in item 4 were granted for the completion of second-cycle studies: for the period of **[number]** calendar months, i.e. from the beginning of the **[name of the month]** till the end of **[name of the month]** in the maximum amount of PLN **[amount]** (in words: **[amount]** Polish zlotys ... / 100).

**§2**

**Conditions of implementation of the Agreement**

1. The Agency and the Scholarship Holder undertake to implement the Agreement based on:
	1. generally applicable provisions of law,
	2. provisions of the Agreement,
	3. the Scholarship Holder’s Application submitted under the call for proposals within the Program constituting Annex no. 3 to the Agreement,
	4. Program Regulations constituting Annex no. 4 to the Agreement.
2. Statements made as part of the call for proposals procedure within the Program shall be binding during the term of the Agreement.
3. The Agency shall not be liable for any damages incurred by the Scholarship Holder or third parties arising in connection with the performance of the Agreement.

**§3**

**Obligations of the Scholarship Holder**

The Scholarship Holder is obliged to perform his/her obligations in accordance with the Program Regulations, in particular part 5 "Rights and obligations of the Program Scholarship Holder".

**§4**

**Method and procedure for supervising the performance of the Agreement by the Agency**

1. The Agency shall supervise due performance of the Agreement.
2. The supervision shall cover in particular:
	1. supervision on an ad hoc basis, in particular the Agency's right to request the Scholarship Holder to provide explanations, information, and any documentation related to the Program, within the time limit set by the Agency, not shorter than 7 days from the date of the request;
	2. evaluation of reports;
	3. the right of the Agency's Director to suspend financing of the Program, in accordance with §5 of the Agreement;
	4. the right of the Agency's Director to terminate the Agreement, in accordance with §9 of the Agreement.
3. The Scholarship Holder is obliged to immediately inform the Agency of any problems or irregularities in the implementation of the Agreement that threaten or may threaten proper performance of the Agreement.

**§5**

**Financing rules. Rules for suspension of financing**

* + 1. Scholarships will be realized on the terms set out in the Program Regulations, in particular part 6 "Rules of payment of the scholarship" and part 7 "Reporting".

2. The Agency Director's Scholarship shall be paid once a month to the Scholarship Holder’s individual account established in a bank located in Poland:

|  |
| --- |
|  Bank account holder:  Bank name: …………………………………………………………………………………………………………………IBAN – full account number  |

1. The Scholarship shall be co-financed by the European Social Fund under the Operational Program Knowledge Education and Development.
2. The Scholarship Holder is obliged to collect the Scholarship only from one source, i.e. only as part of the financial resources awarded to him/her as a Program Scholarship Holder. Scholarship Holders qualified for foreign scholarship stays or directed by their home university for scientific stays as part of an inter-university exchange, may be accepted, provided that the principle of the lack of double financing is respected. Scholarship Holder applying for maintaining the Scholarship during a stay co-financed from other funds shall be obliged to submit to NAWA the request for continuation of the Scholarship disbursement along with the substantiation, opinion of the sending university and confirmation of the source of funding, which clearly shows that there is no risk of double financing of activities from the resources of at least one fund, program, instrument or initiative financed from the EU budget..
3. The condition for disbursement of the funds granted under the Agreement is possession by the Agency sufficient funds allocated for the implementation of the Poland my first choice scholarship program.

**§6**

**Insurance**

The Scholarship Holder shall be obliged to secure adequate insurance for the duration of the studies, as specified in the Program Regulations, in particular part 5 "Rights and obligations of the Scholarship Holder".

**§7**

**Report of the Scholarship Holder**

The Scholarship Holder shall be obliged to perform his/her duties in accordance with the Program Regulations, in particular part 7 "Reporting".

**§8**

**Principles of evaluation in the Program**

The Scholarship Holder shall be obliged to participate in the Program evaluation activities conducted by the Agency or on its behalf, in accordance with the Program Regulations, in particular part 8 "Evaluation".

**§9**

**Rules of termination of the Agreement, force majeure**

1. The Agreement may be terminated and the right to receive the Scholarship shall be cancelled by the Agency with immediate effect if the Scholarship Holder:
2. fails a year of the studies,
3. has been removed from the list of students by the university,
4. has provided false information on the basis of which the Scholarship was granted,
5. has obtained Polish citizenship during the course of the studies,
6. has been disciplinarily punished or convicted by a final court judgment for an offense committed intentionally or an intentional tax offense,
7. stays on the territory of the Republic of Poland illegally or has not presented the document confirming legalization of his/her stay on the territory of the Republic of Poland at the request of the Agency or the university,
8. does not have health insurance or has not presented the document confirming insurance coverage at the request of the Agency or the university,
9. has not submitted or corrected the annual report,
10. violates other material provisions of the Regulations or the Agreement.
11. Termination of the Agreement shall require a written form, otherwise being null and void.
12. Determining the financial conditions for admission to continue studies at a public or private university by the Scholarship Holder whose scholarship has been withdrawn due to repeating a year of studies shall be at the university’s discretion.
13. The Parties shall be released from liability for failure to fulfill their obligations under the Agreement due to force majeure.
14. By force majeure, the Parties shall understand in particular external events, independent of the Parties, affecting the implementation of the Agreement, of an extraordinary nature, unpredictable and unavoidable, which have occurred after the conclusion of the Agreement.
15. A Party may invoke the existence of force majeure only if it immediately, but no later than within 3 days, informs the other Party via e-mail of the occurrence of force majeure, together with the description of the situation or phenomenon, the expected duration of the force majeure, and its foreseeable consequences.
16. The Parties are obliged to take the necessary measures to limit the damage caused by force majeure and to make every effort to resume the implementation of the Agreement as soon as possible.
17. In the event of force majeure, limiting or preventing the performance of the Agreement for more than 30 days, the Agency reserves the right to terminate the Agreement with immediate effect.

**§10**

**Promotion**

The Scholarship Holder shall be obliged to mark all works, materials and documents created under or in connection with the Program, which are made public or intended for the target group by:

1. putting on them, in a visible place:
	1. the signs: of European Funds with the name of the Operational Program Knowledge Education and Development, with the colors of the Republic of Poland, the logo of the European Union with the name European Social Fund and the Agency's logo available for download at: www.nawa.gov.pl;
	2. information referred to in Part 9, item 3-4 of the Program Regulations in English;
2. reading, during the recording of audio products, the information about the source of financing of the Scholarship from the funds of the Agency's non-competitive project entitled "Poland my first choice" co-financed by the European Union under the European Social Fund.

**§11**

**Principles of personal data protection**

Personal data protection shall take place in accordance with the Program Regulations, in particular part 11 "Personal data protection".

**§12**

**Final Provisions**

1. The rights and obligations of the Parties arising under the Agreement 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 relevant universally applicable provisions of law shall apply.
3. Disputes arising with regard to performance of the Agreement shall be settled by a court of law competent for the registered office of the Agency.
4. Amendments to the Agreement shall be made in the form a written annex, otherwise null and void, unless the provisions of the Agreement provide otherwise.
5. The Agreement shall enter into force upon its signing by the last of the Parties.
6. The Agreement was drawn up in Polish and English. In case of any doubts regarding its interpretation, the Polish version shall prevail.
7. The Agreement has been drawn up in two identical copies, one for each Party.

**The Agency: The Scholarship Holder:**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(Signature) (Signature)*

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

 *(Place, date) (Place, date)*

Annexes:

Annex No. 1 - Statement of the PO WER project participant;

Annex No. 2 - Personal details of the Project/Program participant;

Annex No. 3 - Application for Scholarship submitted under the Program - uploaded in the Agency's ICT system;

Annex No. 4 - Program Regulations - available on the Agency's website.

Annex 1 - Statement of the the PO WER project participant

**DECLARATION OF THE PROJECT PARTICIPANT**

(information obligation implemented in connection with Article 13 and Article 14 of the Regulation (EU) 2016/679 of the European Parliament and of the Council)

In connection with joining the project entitled **Poland my first choice,** I acknowledge that:

1. The controller of my personal data is the minister competent for regional development who acts as the Managing Authority for the Operational Program Knowledge Education Development 2014-2020, located at: ul. Wspólna 2/4, 00-926 Warszawa.
2. The processing of my personal data is compliant with the provisions of law and meets the conditions referred to in art. 6 item 1 letter c and art. 9 item 2 letter g of the Regulation (EU) 2016/679 of the European Parliament and of the Council – the personal data is necessary for the implementation of the Operational Program Knowledge Education Development 2014-2020 (PO WER) based on:
	1. as regards the data set "Operational Program Knowledge Education and Development":
3. Regulation (EU) No. 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing the Regulation of Council Regulation (EC) No. 1083/2006 (Official Journal of the EU L 347 of 20.12.2013, p. 320) , as amended),
4. Regulation (EU) No. 1304/2013 of the European Parliament and of the Council of 17 December 2013 on the European Social Fund and repealing Council Regulation (EC) No 1081/2006 (Official Journal of the EU L 347 of 20.12.2013, p. 470, as amended),
5. the Act of 11 July 2014 on the principles of implementation of programs in the field of cohesion policy financed under the 2014-2020 financial perspective (Polish Journal of Laws of 2017, item 1460, as amended);
	1. as regards the data set "Central ICT system supporting the implementation of operational programs":
6. Regulation (EU) No. 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing the Regulation of Council Regulation (EC) No. 1083/2006,
7. Regulation (EU) No. 1304/2013 of the European Parliament and of the Council of 17 December 2013 on the European Social Fund and repealing Council Regulation (EC) No 1081/2006,
8. the Act of 11 July 2014 on the principles of implementation of programs in the field of cohesion policy financed under the 2014-2020 financial perspective (Polish Journal of Laws of 2017, item 1460, as amended),
9. Commission Implementing Regulation (EU) No. 1011/2014 of 22 September 2014 laying down detailed rules for implementing Regulation (EU) No 1303/2013 of the European Parliament and of the Council as regards the models for submission of certain information to the Commission and the detailed rules concerning the exchange of information between beneficiaries and managing authorities, certifying authorities, audit authorities and intermediate bodies (Official Journal of the EU L 286 from 30.09.2014, p. 1).
10. My personal data will be processed solely for the purpose of implementing the **"Poland my first choice"** project, in particular for confirming the eligibility of expenditure, providing support, monitoring, evaluation, control, audit and reporting as well as information and promotion activities under PO WER.
11. My personal data has been entrusted for processing to the Managing Authority – **the Ministry of Investment and Development**, ul. Wspólna 2/4.00-926 Warszawa, the beneficiary implementing the project – **the Polish National Agency for Academic Exchange**, ul. Polna 40, Warszawa and entities which, at the request of the beneficiary, participate in the implementation of the project:

**name and address of the institution**

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My personal data may be transferred to entities conducting evaluation activities at the request of the Managing Authority, the Intermediate Body or the beneficiary. My personal data may also be entrusted to specialist companies, carrying out, at the request of the Managing Authority, the Intermediate Body and the Scholarship Holder, controls and audits under the Operational Program Knowledge Education Development.

1. Providing data is a prerequisite for receiving support, and refusal to provide it is tantamount to being unable to receive the support under the project.
2. Within 4 weeks from the end of my participation in the project, I will provide the beneficiary with the data regarding my status on the labor market as well as the information on participation in education or training and obtaining qualifications or acquisition of competences.
3. Within three months from the end of my participation in the project, I will provide the data regarding my status on the labor market.
4. (Item 8 not applicable) In order to confirm the eligibility of expenses under the project, my personal data such as first name (names), PESEL, surname, project number, date of starting participation in the project, date of ending participation in the project, insurance title code, amount of the health insurance premium, the amount of accident insurance premiums may be processed in the data set "Personal data collection from the Social Insurance Institution (ZUS)", whose controller is the minister competent for regional development. Processing of my personal data is lawful and meets the conditions referred to in art. 6 item 1 letter c and art. 9 item 2 letter g of the Regulation (EU) 2016/679 of the European Parliament and of the Council - personal data are necessary for the implementation of the Operational Program Knowledge Education Development 2014-2020 (PO WER) based on[[1]](#footnote-1):
	1. Regulation (EU) No. 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing the Regulation of Council Regulation (EC) No. 1083/2006,
	2. Regulation (EU) No. 1304/2013 of the European Parliament and of the Council of 17 December 2013 on the European Social Fund and repealing Council Regulation (EC) No 1081/2006,
	3. the act of 11 July 2014 on the principles of implementation of programs in the field of cohesion policy financed under the 2014-2020 financial perspective (Polish Journal of Laws of 2017, item 1460, as amended),
	4. the act of October 13, 1998 on the social insurance system (Journal of Laws of 2017, item 1778, as amended).

My personal data has been entrusted for processing to the Managing Authority - not applicable, to the beneficiary implementing the project - not applicable, and to entities that, at the request of the beneficiary, participate in the implementation of the project - not applicable. My personal data may be transferred to entities conducting evaluation activities at the request of the Managing Authority, the Intermediate Body or the beneficiary. My personal data may also be entrusted to specialist companies carrying out, at the request of the Managing Authority, the Intermediate Body and the beneficiary, controls and audits under the Operational Program Knowledge Education Development.

1. My personal data will not be transferred to a third country or to an international organization.
2. My personal data will not be subject to automated decision making.
3. My personal data will be stored until the settlement of the Operational Program Knowledge Education Development 2014-2020 and the completion of archiving of the documentation.
4. I can contact the Data Protection Officer by sending a message to the e-mail address: iod@miir.gov.pl or the e-mail address: odo@nawa.gov.pl .
5. I have the right to lodge a complaint with the supervisory body, which is the President of the Personal Data Protection Authority.
6. I have the right to access my data as well as to rectify, delete or limit its processing.

|  |  |
| --- | --- |
| …..……………………………………… | ………………………………………………………………… |
| *PLACE AND DATE*  | *LEGIBLE SIGNATURE OF PROJECT PARTICIPANT[[2]](#footnote-2)\** |

Annex 2 - Personal details of the Project/Program participant

APPLICATION FORM OF THE PROJECT/PROGRAM PARTICIPANT

Data of project participants

|  |  |  |
| --- | --- | --- |
| Country | Type of participant  | Name of the institution  |
|  |  |  |
| Name | Surname | PESEL (personal id. no.) |
|  |  |  |
| Sex | Age upon joining the project  | Education |
|  |  |  |
| Voivodship | Poviat |  | Municipality |
|  |  |  |  |
| Place | Street |  |
|  |  |  |
| Building no.  | Apartment no.  |  | Postal code.  |
|  |  |  |  |
| Arrea according to the level of urbanization (DEGURBA)  | Contact telephone:  |  | E -mail address: |
|  |  |  |  |

Project participant status at the time of joining the project

|  |  |
| --- | --- |
| A person belonging to a national or ethnic minority, a migrant, a person of foreign origin |  |
| A person who is homeless or affected by exclusion from access to accommodation |  |
| A person with disabilities |  |
| A person with different social disadvantages |  |

1. Processing of personal data in the collection The set of personal data from ZUS relates to a situation in which a project co-financing agreement was concluded with a beneficiary by the Ministry of Family, Labor and Social Policy or the Voivodship Labor Office. [↑](#footnote-ref-1)
2. \* In the case of declaration of participation made by a minor person, the declaration should be signed by his/her legal guardian. [↑](#footnote-ref-2)