



Programme 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 Edition 2023

Warsaw, 17 May 2024



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I. GLOSSARY OF TERMS AND ABBREVIATIONS

- 1) **Agency** – Polish National Agency for Academic Exchange (NAWA);
- 2) **EU4Belarus SALT II Programme** – “EU4Belarus – Support to Advanced Learning and Training (SALT II)” Programme;
- 3) **Director** – Director of the Agency;
- 4) **Regulations** – these very regulations for participation in the EU4Belarus SALT II Programme;
- 5) **System** - the Agency's ICT system;
- 6) **Scholarship Holder** – a person designated by the coordinator of the EU4Belarus SALT II Programme - Central Project Management Agency from Lithuania to receive funds, who has received decision of the NAWA Director granting funds and with whom the Agreement was concluded;
- 7) **University** – national scientific or academic centre at which the Scholarship Holder pursues his/her education;
- 8) **NAWA Act** – Act of July 7, 2017 on the Polish National Agency for Academic Exchange (Journal of Laws of 2023, item 843);
- 9) **Agreement** – an agreement with a person who has been awarded a scholarship under the EU4Belarus SALT II Programme;
- 10) **Project** - implementation of studies by the Scholarship Holder within the 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 European Union programme for Belarusian students who study at universities in Lithuania, Latvia, the Czech Republic 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 under the contract NDICI-GEO-NEAR/2022/434-092-0057 concluded with the Central Project Management Agency from Lithuania, coordinator of the EU4Belarus SALT II Programme.

The aim of the EU4Belarus SALT II Programme is to enable young people from Belarus to pursue education at Polish universities by offering scholarship for studies. The programme consists in funding scholarships for students during a given cycle of studies. Programme scholarship holders are exempt from paying tuition fees for **full-time studies at public universities in Poland, supervised by the minister responsible for higher education and science**, based on the decision of the NAWA Director.

The funds granted to scholarship holders come from the European Union funds under the EU4Belarus SALT II Programme.

These very Regulations define the rules for participation in the EU4Belarus SALT II Programme.

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III. SCHOLARSHIP AGREEMENT

The scholarship agreement is concluded 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. The conclusion of the agreement is necessary for the Agency to start disbursing funds. Based on the decision of the Director of the Agency, scholarship holders pursue their studies in Poland.

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

1. Obligations of the Scholarship Holder

The Scholarship Holder undertakes in particular to:

1. submit the following documents to the Agency, signed by authorized persons:

No.	type of document	required information	form of submitting the document	deadline for submitting the document
1.	a certificate confirming admission to studies issued by the University (on the template used by the University - certificate of admission of a foreigner to studies)	<ul style="list-style-type: none"> - first name and last name, - date of birth, - ID document number, - date of commencement of studies, - planned date of graduation, - type of studies, - field of study, - stage of studies (1st cycle / 2nd cycle / uniform master's degree) 	document attached to the registration form in the NAWA ICT system	deadline indicated by NAWA during registration
2.	a certificate confirming continuation of studies issued by the University each month of the scholarship (on the template used by the University)	<ul style="list-style-type: none"> - first name and last name, - date of birth, - name of the university, - type of studies, - field of study, - stage of studies (1st cycle/2nd cycle/ uniform master's degree), - date of commencement of studies, - planned date of graduation, 	a paper document delivered to NAWA (for each month covered by the scholarship) or a document signed with a qualified electronic signature sent by e-mail (solidarni@nawa.gov.pl)	each month of the scholarship implementation - delivered to NAWA by the 25th day of each month (by post or in person)

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		<p>The certificate must be issued in the month to which the scholarship payment relates (must bear the date of the month in which it is submitted to NAWA).</p> <p>The first certificate submitted in a given academic year shall include the date of commencement of education by the Scholarship Holder in a given academic year.</p> <p>The date of completion of the scholar's studies for that academic year must appear on the last transcript submitted for that academic year.</p> <p>If the Scholarship Holder fails to provide certificates for a period of three months (and later applies for resumption of payments), he or she is obliged to submit an additional certificate issued by the university confirming that the Scholarship Holder was not on the Erasmus+ programme scholarship in that period of time nor that there was a break in education (e.g. leave of the Scholarship Holder).</p>		
3.	official schedule of the academic year (information on the organization of the academic year at the	<ul style="list-style-type: none"> - start and end date of each semester, - dates of examination sessions, - dates of semester breaks, 	scan in the NAWA ICT system	<ul style="list-style-type: none"> - for the academic year 2023/24 – deadline indicated by NAWA during registration - for the academic

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	University)			year 2024/25 attached to the annual report for 2023/24
4.	interim report (after the winter semester)	<p>– information about the average grade obtained after the winter semester¹,</p> <p>- information and attachments indicated in the report template made available to the Scholarship Holder,</p>	in the NAWA ICT system	until March 31, 2025 for the winter semester of the 2024/25 academic year
5.	annual report (after the summer semester)	<p>- information about the average grade obtained for the completed academic year,</p> <p>- information on the organization of the academic year 2024/25 (in relation to the report for 2023/24),</p> <p>- information and attachments indicated in the report template made available to the Scholarship Holder,</p>	in the NAWA ICT system	<p>- until October 15, 2024 (for the 2023/24 academic year);</p> <p>- until August 31, 2025 (for the academic year 2024/25)</p>
6.	decision to remove from the student list or another document confirming removal from the student list (using the template used by the University)	<p>- first name and last name,</p> <p>- name of the university,</p> <p>- field of study,</p> <p>- date of removal from the student list,</p>	scan in the NAWA ICT system	up to 30 days from the date of removal

¹ In the case of annual settlements at the university, information on it should be included in the certificate.

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7.	a diploma or other document confirming completion of studies (based on the template used by the University)	- first name and last name, - name of the university - field of study, - form of education, - obtained professional title (bachelor's/engineer's/master's degree), - date of graduation	scan in the NAWA ICT system	up to 30 days after graduation
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2. register an account in the System;
3. provide, at the request of the Agency, other documents related to studies and participation in the EU4Belarus SALT II Programme;
4. inform about leaving territory of Poland for a period longer than 30 days;
5. notify the University of the Agency Director's decision to award the scholarship;
6. legalize his/her stay in the Republic of Poland and present, at the request of the Agency or the University, a document confirming legalization of their stay in the territory of the Republic of Poland;
7. regularly attend classes provided for in the study schedule;
8. comply with the provisions of the Regulations and the Agreement, as well as the rules for the implementation of studies in accordance with the regulations in force at the University conducting the studies;
9. timely submit the documents indicated in point 1.;
10. participate in events organized by the Agency;
11. hold health insurance, i.e.:
 - a) health insurance policy or European Health Insurance Card for a given academic year, or
 - b) universal health insurance within the meaning of the provisions of the Act of 27 August 2004 on health care services financed from public funds, or
 - c) confirm the insurer's coverage of treatment costs in the territory of the Republic of Poland,
 and present, at the request of the Agency or the University, a document confirming holding an insurance;
12. inform the Agency about any events and situations that may affect the implementation of the Agreement by the Scholarship Holder, including, among others about obtaining student leave or resigning from studies;
13. include in all documents related to the implementation of the EU4Belarus SALT II Programme information about receiving funds from the European Union under the “EU4Belarus - Support to Advanced Learning and Training (SALT II)” Programme.

2. General rules for settling the scholarship

The Scholarship Holder is responsible to timely settle the pursuit of the course of study by submitting reports to the Agency containing the required attachments in accordance with the deadlines indicated in

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the table in part IV, point 1 section 1 of the Regulations.

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 the report.

A properly prepared report is subject to verification and acceptance in terms of compliance with the Agreement and Regulations.

In the event of submitting an incorrectly prepared report or submitting an incomplete report, the Scholarship Holder is obliged to correct or supplement the report within 14 days from the date of receiving notification in the System of the necessity to correct or supplement the report. In such case, the time limit for its assessment will be suspended.

Failure to submit the report, failure to submit a complete report within the specified period or failure to complete or correct it within the specified period may constitute grounds for calling the Scholarship Holder to reimburse the funds received.

3. Rules for 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 to studies provided to the Agency at the stage of submitting a participation form in the EU4Belarus SALT II Programme. In case of change of university or field of study, the scholarship may be revoked.
2. Funding has been awarded for the statutory period of education, but not earlier than effective from October 1, 2023 and not later than until July 31, 2025.
3. Funding consists in a monthly scholarship of EUR 450 (for a maximum of 10 months in the academic year²) for the statutory period of education in a given field of study, subject to the circumstances indicated in point 2.,
4. The Scholarship Holder is not allowed to receive other scholarships related to the implementation of a given form of education³ during the implementation of the Agreement, with the exception of the benefits referred to in the Act of July 20, 2018 - Law on Higher Education and Science.
5. The Scholarship Holder is not allowed to receive Erasmus+ scholarship during the implementation of the Agreement. In case of participation in the Erasmus+ programme, the payment of funds under the EU4Belarus SALT II Programme is suspended for the duration of the Scholarship Holder's participation in the Erasmus+ programme.
6. The Scholarship Holder is obliged to inform NAWA about his/her entitlement to receive other scholarships (e.g. Erasmus+, Konstanty Kalinowski Scholarship Programme, etc.).
7. The funds will be paid in the manner and on the terms specified in the Agreement and the Regulations.
8. The scholarship will be paid monthly, provided that the Scholarship Holder provides all documents required by NAWA confirming the right to receive the scholarship.
9. Payment will be made after the Scholarship Holder concludes the Agreement. The payment will be made with compensation from the first month⁴ in which the Scholarship Holder started his/her education at the University.

² Number of months during which the scholarship is paid is determined as based on the academic year organization schedule for the University.

³ A given form of education should be understood as: studies regardless of the degree, education at doctoral schools, postgraduate studies, specialised education and other forms of education.

⁴ But not earlier than from October 1, 2023.

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10. Payment of the scholarship is suspended if the Scholarship Holder:
 - a) is on student leave (or has a justified break of a similar nature),
 - b) stays outside Poland for more than 30 days at a time,
 - c) failed to provide certificates or documents required in accordance with the Agreement or the Regulations.
11. Payment of the scholarship may also be suspended in the circumstances indicated in paragraph 9 of the Agreement or in the event of administrative proceedings pending against the Scholarship Holder regarding removal from the list of students.
12. Once the reason for the suspension of the scholarship ceases to exist, the Scholarship Holder informs the Agency of this fact.
13. The granting of funds may be revoked and the Agreement with the Scholarship Holder terminated if the Scholarship Holder:
 - a) did not take up studies;
 - b) was removed from the list of students by the University;
 - c) failed a semester or year of study;
 - d) failed to provide certificates or documents required in accordance with the Agreement or the Regulations;
 - e) provided false information on the basis on which he/she was granted funds;
 - f) has been penalized with a disciplinary measure or convicted by a final court judgment for an offense committed intentionally or an intentional fiscal offense;
 - g) resides in the territory of the Republic of Poland illegally or fails to present a document confirming the legalization of stay on the territory of the Republic of Poland at the request of the Agency or the University;
 - h) does not have health insurance or did not present at the request of the Agency or the University a document that confirms holding health insurance;
 - i) failed to submit or amend the annual or interim report;
 - j) has violated other significant provisions of the very Regulations or the Agreement other than those listed above.

V. EVALUATION

The Scholarship Holder may be obliged to participate in the evaluation of the EU4Belarus SALT II Programme conducted by the Agency. Participation in the evaluation includes: completing by the Scholarship Holder an evaluation questionnaire regarding the course of study under the EU4Belarus SALT II Programme within the deadline applicable to the report for the last reporting period; participation of the Scholarship Holder in separate evaluation studies conducted by the Agency or with the consent of the Agency within the period from the date of signing the Agreement up to 5 years from after the term of the Agreement.

The Scholarship Holder is also obliged to participate in evaluation studies conducted by the coordinator of the EU4Belarus SALT II Programme - Central Project Management Agency from Lithuania on the terms specified by the entity conducting the research within the period from the date of signing the Agreement up to 5 years after the term of the implementation of the EU4Belarus SALT II Programme.



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The evaluation surveys referred to above are made available to the Scholarship Holder by the Agency online, outside the System. Information about the survey along with a link to it is provided in an e-mail sent from the following address: ewaluacja@nawa.gov.pl to the e-mail address of the Scholarship Holder.

VI. PERSONAL DATA PROCESSING

Pursuant to the General Data Protection Regulation (GDPR), the Agency (to the extent referred to in Article 14 of u.n.a.w.a. the Director is the administrator) is the administrator of personal data of participants of the EU4Belarus SALT II Programme and their legal guardians and other persons involved in the implementation of the EU4Belarus SALT II Programme.

Personal data will be used for the following purposes:

1. implementation of agreements concluded under the EU4Belarus SALT II Programme (Article 6(1)(b) of the GDPR - actions aimed at concluding an agreement, implementing the agreement),
2. implementation of the Agency's legal obligations related to the EU4Belarus SALT II Programme, e.g. in the field of keeping accounting records (Article 6(1)(c) of the GDPR - legal obligation),
3. implementation of the EU4Belarus SALT II Programme (Article 6(1)(e) of the GDPR - performance of a task carried out in the public interest),
4. communication with the Ministers supervising the universities at which EU4Belarus SALT II Programme scholarship holders are enrolled,
5. communication with universities at which scholarship holders of the EU4Belarus SALT II Programme are enrolled,
6. cooperation with the Centre for East European Studies at the University of Warsaw, the institution implementing the Konstanty Kalinowski Scholarship Programme, offering scholarships for Belarusian citizens,
7. assertion or defence against possible claims related to the EU4Belarus SALT II Programme or in connection with the need to prove certain facts that are of significant importance to the Agency in this respect (Article 6(1)(f) of the GDPR - legitimate interest); the time limits for pursuing claims arising from the Agreement are specified in detail in the Civil Code,
8. NAWA's cooperation with the Programme scholarship holders after its implementation, including cooperation for the purpose of evaluation, control and monitoring of the Programme (Article 6(1)(f) of the GDPR - legitimate interest),
9. carrying out promotional activities for the EU4Belarus SALT II Programme (Article 6(1)(f) of the GDPR - legitimate interest).

Additionally, subject to freely given consent, it is possible to use personal data beyond the above mentioned grounds, e.g. consent to the use of the 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 necessary to participate in the EU4Belarus SALT II Programme and to fulfil the other above-mentioned objectives of the Agency.

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Please be informed that the data will not be used to make decisions based solely on automated processing of personal data, including profiling within the meaning of Art. 22 of the GDPR.

Your personal data will be processed by the Agency for a period of time resulting from the archival category of the documents in which the data are included, as defined in the executive regulations to the Act of 14 July 1983 on the national archival resource and archives.

It is possible to withdraw consent to the processing of personal data at any time - in the case of data processed on its basis. If the data subject exercises this right, the Agency will cease processing such data and it will be deleted. Withdrawal of consent does not affect the lawfulness of the processing based on consent before its withdrawal.

The data subject may submit a request to the Agency to: access to personal data (information on the personal data being processed and a copy of the data), rectification of the data (if it is incorrect), data portability (in the cases specified in the GDPR), erasure or restriction of the processing of personal data - on the principles specified in the GDPR.

Irrespective of the rights listed above, it is possible to object to data processing at any time 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).

It is also possible 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.

The source of data regarding the name, surname and e-mail address of the participants is the coordinator of the EU4Belarus SALT II Programme, the Central Project Management Agency (CPMA).

While maintaining all data security guarantees, personal data may be transferred (apart from persons authorized by the Agency) to other entities, including: Polish universities cooperating with NAWA, entities authorized to receive it in accordance with legal provisions, entities processing it on behalf of the Agency (e.g. technical service providers and entities providing the Agency with advisory services) and other administrators (e.g. notary or law offices).

In matters related to the protection of personal data, please contact the data protection officer (DPO) of the Agency: odo@nawa.gov.pl.

ADDITIONAL INFORMATION FOR LEGAL GUARDIANS/CONTACT PERSONS

Your data was obtained from the participants of the EU4Belarus SALT II Programme. The Agency will process it to the extent necessary to provide potential assistance to the participants of the EU4Belarus SALT II Programme.

VII. AMENDMENTS TO THE REGULATIONS



NARODOWA AGENCJA
WYMIANY AKADEMICKIEJ



Dofinansowane przez
Unię Europejską

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

Registration forms in the NAWA System submitted prior to the publication of amendments to the Regulations require re-submission by the Applicant if their provisions are inconsistent with the amendments introduced. The Agency will notify of the amendments introduced all those who submitted the registration form in the System prior to the publication of amendments to the Regulations, by sending information in the System or by e-mail to the address of the Applicants.

Amendments of ordering and clarifying nature, as well as those intended 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

40 Polna Street

Warsaw 00-635

Telephone number +48 22 390 35 00

Contact regarding the EU4Belarus SALT II Programme: solidarni@nawa.gov.pl

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IX. APPENDICES

Agreement template

IDENTIFICATION SHEET OF THE AGREEMENT WITH SCHOLARSHIP HOLDER

AGREEMENT DATA			
1. Decision No.	[from the agreement form]	2. Agreement no.	[from the agreement form]
3. Commencement date	01.10.2023	4. End date	[from the agreement form]
SCHOLARSHIP HOLDER DATA			
5. Scholarship holder	[from the agreement form] ⁷		
6. Citizen of	[from the agreement form]		
7. Residence address in Poland	[from the agreement form]		
8. Personal ID No. or Passport No	[from the agreement form]		
BANK DATA			
9. Account holder	[from the agreement form] ⁸		
10. IBAN (bank account number)	[from the agreement form]		
11. Account currency	[from the agreement form]		
FINANCING			
	Funds awarded (max. total)	Scholarship	
12. Funds awarded (max. total)			
13. Funds for the academic year 2023/24 (max.)			
14. Funds for the academic year 2024/25 (max.)			
15. Funds for the academic year 2025/26 (max.)			
REPORTING			
16. Annual report	Reporting period	Until October 15, 2024 (for the 2023/24 academic year); Until August 31, 2025 for the academic year (2024/25)	

SCHOLARSHIP HOLDER'S STATEMENT

I hereby confirm that the above data is consistent 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/2023/1/...../U/01

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

Polish National Agency for Academic Exchange - a state legal entity operating under the Act of July 7, 2017 on the Polish National Agency for Academic Exchange (Journal of Laws of 2023, item 843) with its registered office in Warsaw, at Polna 40 St., Warsaw 00-635, Tax Identification Number (NIP): 5272820369, Statistical Identification Number (REGON): 368205180, hereinafter also referred to as the “Agency”, represented by its legal representative in accordance with the rules of its representation in order to conclude the Agreement,

and

[first name and surname], a citizen of Belarus residing at [street, house number, apartment number, postal code, city/town],⁵ ID card/passport no.: [ID card/passport number] valid until [expiry date of ID card/passport], communicating with the use of the e-mail address: [e-mail address], hereinafter referred to as the “Scholarship Holder”,

hereinafter collectively referred to as the “Parties”, reading as follows:

§1

Subject of the Agreement

1. The subject of the Agreement is the implementation by the Scholarship Holder of the Project (hereinafter referred to as the “Project”) under the programme funded by the European Union “EU4Belarus - Support to Advanced Learning and Training (SALT II)” (hereinafter referred to as the “EU4Belarus SALT II Programme”) implemented by the Agency under agreement no. NDICI-GEO-NEAR/2022/434-092-0057.
2. The project will be implemented under the terms set out in the Agreement.
3. The project consists in the Scholarship Holder's pursuit of a course of study during its regular duration.
4. The Director of the Agency granted the Scholarship Holder funds for the implementation of the Project in the maximum amount [total amount], in compliance with Appendix 1.

§2

Terms and conditions of the Agreement

1. The Agency and the Scholarship Holder undertake to implement the Agreement based on:
 - 1) universally applicable provisions of law,
 - 2) provisions of the Agreement and the Identification Sheet constituting Appendix 1 to the Agreement,
 - 3) registration form submitted by the Scholarship Holder in the NAWA ICT system constituting Appendix 2 to the Agreement,
 - 4) Regulations for participation in the EU4Belarus SALT II Programme constituting Appendix 3 to the Agreement (hereinafter referred to as: the “Regulations”).
2. Statements made at the registration stage in the NAWA ICT system and during the recruitment for

⁵ Residence address in Poland

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the EU4Belarus SALT II Programme remain binding.

3. The Agency is not liable for any possible damage incurred by the Scholarship Holder or third parties, resulting from the implementation of the Agreement.

§3

Obligations of the Scholarship Holder

The Scholarship Holder is obliged to fulfil his/her obligations under the terms specified in the Agreement, including the Regulations.

§4

The method and procedure for supervising the implementation of the Agreement by the Agency

1. The Agency supervises the proper implementation of the Agreement.
2. Supervision includes in particular:
 - 1) supervision on an ad hoc basis, in particular the Agency's right to request from the Scholarship Holder explanations, information, and any documentation related to the Project, within the time limit set by it, not shorter than 7 days from the date of the request;
 - 2) verification 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 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.
4. The Scholarship Holder authorizes the Agency to contact the university at which he/she studies and obtain from it data on his/her education in order to implement the Agreement and the EU4Belarus SALT II Programme, also after the expiry/termination of the Agreement.

§5

Terms and conditions of funding. Rules for suspending funding

1. The project will be implemented under the terms set out in the Regulations.
2. The Scholarship Holder is entitled to the scholarship payment every month, for each month of the academic year in which the Scholarship Holder stayed in Poland and underwent education (in accordance with the calendar of the academic year in force at the university), provided that:
 - 1) the scholarship is due for a maximum of 10 months each academic year,
 - 2) the scholarship is due from the moment the Scholarship Holder starts his/her education, but not earlier than effective from October 1, 2023.,
 - 3) the scholarship is due until the Scholarship Holder completes⁶ his/her studies, but no later than until July 31, 2025.
3. The funds are paid to the Scholarship Holder's bank account, indicated in Appendix 1, in euro (EUR),

⁶ The studies referred to in the certificate of admission to studies provided to the Agency at the stage of submitting the participation form in the EU4Belarus SALT II Programme.

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held in a bank operating in the territory of the Republic of Poland. In the case of an account denominated in a currency other than euro, the funds paid will be converted in accordance with the rules specified by the bank that holds the account.

4. The funds received by the Scholarship Holder come from the funds of the European Union programme “EU4Belarus - Support for Advanced Learning and Training (SALT II)”.
5. The Scholarship Holder is not allowed to receive other scholarships related to the implementation of a given form of education during the implementation of the Agreement, with the exception of the benefits referred to in the Act of July 20, 2018 - Law on Higher Education and Science.
6. Funds granted under the Agreement will be paid out provided that the Agency has funds allocated 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 themselves with insurance, as specified in the Regulations, for the duration of the Agreement.

§7

Scholarship Holder’s Reports

The Scholarship Holder is obliged to present documents and annual reports on the implementation of the Project in accordance with the Regulations.

§8

Principles of evaluation

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

§9

Rules for terminating the Agreement, force majeure

1. In the event of any circumstances that result in or may lead to changes in the content of the Agreement or its appendices, the Scholarship Holder will report the 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 fulfil their obligations under the Agreement due to force majeure.
3. By force majeure, the Parties understand in particular external events independent 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 only invoke force majeure if the Party immediately, but no later than within the time limit specified in section 1, notifies the other Party of the occurrence of force majeure along with the

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description of 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 the damage caused by force majeure and to make every effort to resume the 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 change the rules of implementation of the EU4Belarus SALT II Programme, including the amount of the scholarship.
7. If violations of the Agreement by the Scholarship Holder are found, in particular in the scope of his/her obligations including the requirements for submitting reports, the Agency may terminate the Agreement in writing, after prior written notice to the Scholarship Holder and setting an additional 14-day period to cease violations, remove or remedy the effects of violations of the Agreement.
8. The Agreement may also be terminated by the Parties by mutual agreement 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 settlement of the funds received.

§10

Promotion

The Scholarship Holder is obliged to label all prepared works, materials and documents created as part of or in connection with the EU4Belarus SALT II Programme that are made public or intended for a target group by placing in a visible location information on the sources of funding of the EU4Belarus SALT II Programme.

§11

Personal data protection rules

Personal data will be protected on the terms set out in the Regulations for participation in the EU4Belarus SALT II Programme.

§12

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 relevant generally applicable provisions shall apply.
3. The Parties agree that the law applicable to the obligations arising 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 changes in relevant data included in the Agreement, including: a change of name, residential address in Poland, e-mail address, within 7 days under pain of failure to recognize any actions performed by the Agency using outdated data effective for the Scholarship Holder.
6. The Agreement was concluded in documentary form via the Agency's ICT system and enters into force upon its acceptance by the last Party.
7. Amendments to the Agreement require written or documentary form under pain of nullity, unless



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the provisions of the Agreement provide otherwise.

8. Appendices to the Agreement:

- 1) Appendix 1 – Identification Sheet of the Agreement with the Scholarship Holder;
- 2) Appendix 2 – Registration form submitted by the Scholarship Holder, available in the Agency's ICT system at: <https://programs.nawa.gov.pl/>;
- 3) Appendix 3 – Regulations of participation in the EU4Belarus SALT II Programme;
- 4) Appendix 4 – Decision of the Agency's Director, available in the Agency's ICT system at: <https://programs.nawa.gov.pl/>;

Agency:

Scholarship Holder:

(Signature)

Warsaw, _____

(Place, date)

(Signature)

(Place, date)